

**Life Insurance Corporation of India  
Central Office, IT-DT Department,  
Mumbai**



**Request for Proposal (RFP)**

**For**

**[Ref: CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10/10/2025]**

**Procurement of services of System Integrator for Network Maintenance**

**Life Insurance Corporation of India,  
Central Office, IT-DT Department,  
JeevanSeva Annexe building, 3rd floor,  
S V Road, Santa Cruz (West), Mumbai - 400 054  
Email: [co\\_itnetworkrfp@licindia.com](mailto:co_itnetworkrfp@licindia.com)**

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## Section-A: INTRODUCTION

### 1) **Definitions:**

Acceptance of Tender	The letter/fax/e-mail or any memorandum communicating to the bidder about the Acceptance of this tender.
Accounting Year	1st April to 31st March
Agreement	Any written contract between the Life Insurance Corporation of India and the successful bidder with respect to any/all deliverables or services contemplated by this RFP. Any Agreement shall be deemed to incorporate, as schedules, this RFP, all addenda/corrigenda issued by LIC, the Bid of the successful bidder and mutually agreed modifications thereto.
Authorized Signatory of the bidder	The person authorized by the company's Board/Managing Director/Director through a proper authorization to represent the company for purpose of this bid submission, signing the bid Documents and finalization.
Bid	The Bidder's written submissions in response to the RFP signed by his Authorized Signatory
Bidder	A person or the firm or company fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual capacity
Business Day	Shall be construed as a day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies, State Governments or Central Government of India
Clarifications	Includes addenda, corrigenda and clarifications to the RFP
Contract	An Agreement signed between LIC and the Selected Vendor. The "Agreement" includes the RFP, subsequent modifications to the RFP issued by LIC, response of the selected vendor to the RFP and the agreement document itself.
Contract Value	The value of lowest commercial bid made by the successful bidder during Online Reverse Auction and/or price negotiation if applicable.
Date of acceptance	The Services shall be deemed to have been accepted by LIC, subsequent to its deployment when the activities as defined in the Scope of Work related to the responsibilities and tasks to be performed have been successfully completed and a certificate from LIC is obtained by the Vendor. The date of acceptance will be the one stated in the Certificate issued in writing by LIC and duly signed by an authorized official of LIC.
Day	Calendar Day
Default Notice	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof
Deliverables & Services	All services and deliverables as per the Scope of Work of this RFP
Eligibility Bid	This RFP process is based on two bid procedure (Eligibility and Commercial). Eligibility conditions are used in this RFP in lieu of empanelling process. Where the words "eligibility bid" appears the same should be read and understood as "response to eligibility conditions criteria".
L1 Bidder/ Successful bidder/Vendor	The Bidder who is found to be the L1 (lowest) bidder after the evaluation of Commercial bids and through Online Reverse Auction.

L1 quote	Lowest price discovered through Commercial Bid and/or through Online Reverse Auction
Law	Shall mean any Act, notification, by law, 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.
LIC	Means without limitation the “Life Insurance Corporation of India” (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act 31 of 1956) having its Central Office at “Yogakshema”, JeevanBimaMarg, Mumbai - 400021.
Order/PO	The purchase order issued in favour of the selected bidder.
"Party" and "Parties"	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the ‘Parties’ and individually as a ‘Party’.
Personnel	Means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof. Personnel deployed by the Bidder on the project to meet the requirements of the RFP within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan.
Requirements	Shall mean and include the Capability, Characteristic, Attribute or Quality of systems/services as per the schedules, details, description, and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable, specified and implicitly necessitated as per this RFP.
Resource	The technically trained engineer/personnel of the vendor, eligible as per the qualifications/ experience specified in this RFP document, posted at LIC’s location/pre-decided location to look after assigned duties.
RFP	This Request for Proposal Ref: CO/IT-DT/NW/RFP/SI/2025-26/03 dated: 10.10.2025 including any clarifications/corrigenda/addenda that may be issued by LIC.
SI	System Integrator (Vendor undertaking the work / services of maintenance and other network related activities as stipulated in this RFP document.)
“Services”/ “Work”/ “System”/ “IT System”	All services, scope of work and deliverables to be provided by the vendor as described in the RFP.
Specifications	Includes all the functional, technical, operational, performance or other characteristics required of a Product or Service as mentioned in this RFP document or any of the annexure or addendum or clarifications to the RFP document.
Specified Personnel	Personnel deployed by the Vendor on the project to meet the requirements of the RFP and assigned to perform the services and any part thereof within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan in response to this RFP.
Successful Bidder	The L1 Bidder to whom LIC notifies the award of contract after Online Reverse Auction. If no Online Reverse Auction, L1 bidder as per the commercial bid.
Terms of Reference	The section which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Bidder and expected results and deliverables as detailed in the scope of work of this RFP document.
Timelines	Wherever Timelines have been defined as days, weeks, months, they will mean calendar days, calendar weeks and calendar months
Vendor	Selected/ Successful Bidder as an outcome of this RFP with whom LIC enters into the Contract.

Working Day	Shall be construed as a day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies or State Governments or Central Government of India as applicable to the Concerned LIC office.
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## 2) **Abbreviations:**

<b>Abbreviation</b>	<b>Description</b>	<b>Abbreviation</b>	<b>Description</b>
<b>ACS</b>	Access Control Server	<b>L2</b>	Level 2
<b>AD</b>	Active Directory	<b>L3</b>	Level 3
<b>AMC</b>	Annual Maintenance Contract	<b>LLD</b>	Low Level Design
<b>AS</b>	Assistant Secretary (IT/DT), LIC	<b>MEC</b>	Minimum Eligibility Criteria
<b>BG</b>	Bank Guarantee	<b>MSA</b>	Master Service Agreement
<b>BGP</b>	Border Gateway Protocol	<b>MRT</b>	Maximum Resolution Time
<b>BO</b>	Branch Office	<b>NDA</b>	Non-Disclosure Agreement
<b>DT</b>	Digital Transformation	<b>NDR</b>	Near Disaster Recovery
<b>CC</b>	Corporate Communication	<b>NI ACT</b>	Negotiable Instrument Act
<b>CCNA</b>	Cisco Certified Network Associate	<b>NPV</b>	Net Present Value
<b>CCNP</b>	Cisco Certified Network Professional	<b>OEM</b>	Original Equipment Manufacturer
<b>CCIE</b>	Cisco Certified Internetwork Expert	<b>OSPF</b>	Open shortest path first
<b>COLO DR</b>	Co-Location Disaster Recovery Center	<b>PAN</b>	Permanent Account Number
<b>GST</b>	Goods and Services Tax	<b>PBG</b>	Performance Bank Guarantee
<b>COLO DC</b>	Co-Location Data Center	<b>PO</b>	Purchase Order
<b>CV</b>	Curriculum Vitae	<b>PSU</b>	Public Sector Undertaking
<b>DC</b>	Data Centre	<b>PPP-MII</b>	Public Procurement (Preference to Make in India)
<b>Secy</b>	Secretary (IT/DT)	<b>QMC</b>	Quarterly Maintenance Charges
<b>DO</b>	Divisional Office	<b>RBI</b>	Reserve Bank of India
<b>DS(IT/DT)</b>	Deputy Secretary (IT/DT), LIC	<b>RFP</b>	Request for Proposal
<b>ED (IT/DT)</b>	Executive Director, Information Technology/ Digital Transformation	<b>Rs.</b>	Indian Rupee
<b>eFeap</b>	Electronic Front End Application	<b>SI</b>	System Integrator
<b>EMD</b>	Earnest Money Deposit	<b>SLA</b>	Service Level Agreement
<b>GOVT</b>	Government	<b>SO</b>	Satellite Office
<b>GST</b>	Goods and Services Tax	<b>SOP</b>	Standard Operating Procedure
<b>HA</b>	High Availability	<b>SOW</b>	Scope of Work
<b>HLD</b>	High Level Design	<b>TOC</b>	Tender Opening Committee
<b>HQ</b>	Head Quarter	<b>TSP</b>	Telecom Service Provider
<b>INR</b>	Indian National Rupee	<b>URL</b>	Uniform Resource Locator
<b>IPR</b>	Intellectual Property Right	<b>ZO</b>	Zonal Office

<b>ISP</b>	Internet Service Provider		
<b>IT</b>	Information Technology		
<b>JV</b>	Joint Venture		
<b>L1</b>	Level 1		

### Disclaimer

- The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of LIC or any of its employee or advisors, is subject to the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
- This RFP is not an Agreement and is neither an offer by LIC, but an invitation to receive responses from the eligible Bidders. The information is not as exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
- The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own research, investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advice/clarifications. LIC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- LIC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this RFP.
- LIC also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- The Bidder is expected to examine all instructions, forms, terms, and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- The issue of this RFP does not imply that LIC is bound to select a Bidder or subsequently to award the contract to the shortlisted Bidder, as the case may be, for the project and the LIC reserves the right to reject all or any of the Bids or Bidders without assigning any reason.
- The information contained in this RFP is subject to update, expansion, revision, and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither



the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

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

### **3) Invitation to Bid**

- The Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (31 of 1956) and having its Central Office at “Yogakshema”, JeevanBima Marg, Mumbai –400021, hereby invites sealed tenders (hereinafter referred to as “Bids”) in two bid system, to this Request for Proposal (“RFP”) from all eligible bidders for System Integrators to provide onsite resources and maintenance of network equipment of LIC as per the requirements set out in this RFP for a period of five years further extendable by a period of two years(renewable annually based on the performance of the vendor) at LIC’s discretion.
- Any modification/Clarification /corrigenda related to bid document issued by LIC will be in the form of an addendum published on LIC and Government website. Prospective respondents are expected to visit the website frequently during the pendency of this RFP process in order to keep themselves updated with any changes/modifications etc. in this regard.
- LIC Business Hours: The business hours may be generally taken to be 7 hours and 30 minutes from Monday to Friday from 10.00 a.m. to 5.30 p.m. excluding holidays, Saturdays, and Sundays. The vendor however should recognize the fact that they may be required to work beyond the business hours and holidays on need basis. The existing business hours in LIC may change in future, but it can be assumed to be about 48 hours per week.
- Interested entities are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP/agreement entered pursuant to the RFP and may request for additional information, if required, from the Bidder. LIC also reserves the right to withdraw this RFP without assigning any

reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof are deemed to be so taken after taking into account the commercial acumen and LIC does not guarantee or warrant suitability hereof or success to Bidder/Bidders or any other person or party. This RFP describes what is required of the Bidder in terms of services, deliverables, performance measures and outcomes, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the bidder.

- Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specifications unless otherwise specifically indicated/commented by him in his Bid. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the Bidders.
- The 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.
- For all dates/events pertaining to this RFP, bidders are requested to refer to Section A, Point no.5 below - Time schedule of various bid related events. Bids received after the stipulated time even on the due date or incomplete in any respect or without EMD are liable to be rejected.
- Wherever reference date is not mentioned, the date of RFP shall be taken as the reference date.

#### **4) Qualification Criteria / 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, on a stamp paper of Rs.500/-, would be eligible to participate in the bidding.
- The “Pre Contract Integrity Pact” should be submitted in the proforma given in Annexure XII.
- As per CVC Circular No. 04/06/23 having Reference 015/VGL/091 dated 14/06/2023 of Revised Standard Operating Procedure (SOP) for Adoption of Integrity Pact under clause No 2.02/2.04 provides "Integrity pact, in respect of a particular contract, shall be operative from the date of IP is signed by both the parties till the completion of contract. After award of work, the IEM shall look into any issue relating to execution of contract, if specifically raised before them."
- Only the bidders who meet all the qualifications mentioned in Section “Minimum Eligibility Criteria” of this RFP are eligible to bid.

#### **5) Activity Schedule:-**

<b>1.</b>	<b>RFP Reference</b>	<b>Ref:LIC/CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10.10.2025</b>
<b>2.</b>	<b>Date of Release of RFP</b>	<b>10<sup>th</sup> October 2025</b>
<b>3.</b>	<b>Bid Processing Fee</b>	<ul style="list-style-type: none"> <li>○ Non-Refundable fee of Rs. 10,000/- + GST (Currently 18% GST). Total Rs. 11,800/- (Rupees Eleven thousand and eight hundred Only) to be paid to Life Insurance Corporation</li> </ul>

		<p>of India using NEFT ("Bid processing fee") The detail of bank account is given below.  Name of Bank: Union Bank of India  Account No- LIC9NETW ,  IFSC- UBIN0996335,  A/C Holder Name-"Life Insurance Corporation of India"</p> <p>o Bid Processing Fee exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy (MSEs) order 2012 issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/NSIC certificate valid as on the date of last date of bid submission as mentioned in this RFP document.</p>
4.	<b>Pre-bid queries on the RFP (through e-mail) :</b>	Any query related to the RFP/Bid should be sent through e-mail on <a href="mailto:co_itnetworkrfp@licindia.com">co_itnetworkrfp@licindia.com</a> latest by 15-10-2025 (by 15:30 Hrs.)
5	<b>Pre-Bid Meeting date, time and venue( Maximum 2 representatives from each bidder)</b>	<b>16<sup>th</sup> October 2025</b> <b>11:30 Hrs.</b> <b>At the address given below</b>
6	<b>Last Date for Bid Submission</b>	<b>06th November 2025</b> latest by 15:30 Hrs.
8	<b>Eligibility Bid opening date &amp; time</b>	<b>06th November 2025</b> latest by 16:00 Hrs.
9	<b>Earnest Money Deposit (EMD)</b>	<p>Rs. 30,00,000/- (Rupees Thirty lakhs only) in the form of Bank Guarantee issued by a nationalized or scheduled bank, having its office in Mumbai and valid for 1 year from the last date of bid submission.</p> <p>EMD exemption will be given for Micro and Small Enterprises as defined in MSME Procurement Policy issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/NSIC certificate in the envelope as mentioned in this RFP document.</p>
10	<b>Indicative Commercial Bid opening date &amp; time</b>	Will be intimated to the Bidders who qualify in Eligibility evaluation (Minimum Eligibility Criteria)
11	<b>Address of Communication/Receipt/submission/ opening of Bids</b>	The Executive Director (IT/DT), LIC of India, Central Office, IT/DT Department, 3rd Floor, JeevanSevaAnnexe Building, S.V. Road, Santacruz (W), Mumbai – 400 054
12	<b>Online Reverse Auction</b>	Will be intimated to the Bidders who qualify in Eligibility evaluation (EC).
13	<b>Contact details</b>	Assistant/Deputy Secretary (IT/DT) Telephone No.: 022 – 67090503 / 67090500 E-mail ID: <a href="mailto:co_itnetworkrfp@licindia.com">co_itnetworkrfp@licindia.com</a>

<b>14</b>	<b>Web page Address</b>	Please refer to the Tenders Section of <a href="https://www.licindia.in">https://www.licindia.in</a> & <a href="http://www.tenderwizard.com/LIC">http://www.tenderwizard.com/LIC</a>
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- ❖ The above schedule is tentative only and subject to change. Any changes will be notified through website <https://www.licindia.in>.
- ❖ LIC reserves the right to extend the last date for the receipt of Bids in response to this RFP. LIC reserves the right to cancel the RFP at any time without penalty and without incurring any financial obligation to the Bidders.
- ❖ The Eligibility Bids will be opened by the Tender opening committee of LIC.
- ❖ The Indicative Commercial Bids of bidders who qualify the “Minimum Eligibility Criteria” will be opened on the notified date, by the Tender Opening Committee of LIC.
- ❖ Amendments/corrigendum, if any, to this RFP would be hosted on our website only Under Tender’s Section.
- ❖ Online Reverse Auction schedule will be notified to the qualified bidders and shall also be published on the LIC website <https://www.licindia.in> only.
- ❖ Any change to the Activity Schedule will be notified through website (<https://licindia.in/web/guest/tenders>, <https://eprocure.gov.in> and [www.tenderwizard.com/LIC](http://www.tenderwizard.com/LIC)) only. Amendments/corrigendum, if any, to this RFP would be hosted on our website only.
- ❖ In case the date of an event like last date for submission of bids, opening of bids etc. are declared as holiday in Mumbai, the respective date shall be treated as postponed to the next working day.
- ❖ Bidder’s representatives should bring their company I-cards for Pre-Bid Meeting and any other meeting connected with this RFP.
- ❖ Only a maximum of two authorized representatives from each bidder will be allowed to attend pre-bid meeting and tender opening event and the authorized representative must attend the pre- bid meeting without fail.
- ❖ Reverse Auction schedule will be notified on the LIC website (<https://licindia.in/web/guest/tenders>, <https://eprocure.gov.in> and [www.tenderwizard.com/LIC](http://www.tenderwizard.com/LIC)) only.
- ❖ The Bidders, in their own interest are requested to check the website regularly to know the updates

## 6) Current Setup of LIC:-

The Corporation is currently having the following structure and Geographical Spread:

- ❖ Corporate Office (also called as Central Office) : Mumbai
- ❖ Zonal Offices: 8 (CZO-Bhopal, EZO-Kolkata, SZO-Chennai, SCZO-Hyderabad, NCZO-Kanpur, NZO-Delhi, WZO-Mumbai, ECZO-Patna)
- ❖ Zonal training Centers: 9 (Bhopal, Kolkata, Guwahati, Chennai, Hyderabad, Agra, Gurgaon, Pune and Jamshedpur)
- ❖ Management Development Centre: 1 (Mumbai)
- ❖ Divisional Offices: 113 offices spread all over the country
- ❖ Pension & Group Scheme Units : 72 offices spread all over the country
- ❖ Branch Offices: 2048 offices spread all over the country.
- ❖ Other offices such as MASH centers/STCs/Customer Zones etc.
- ❖ Satellite/other Offices: Approx. 1600 offices spread all over the country.
- ❖ 1 primary Data center at Vile Parle, Mumbai(Maharashtra) and 1 near DR site at IDC Prabhadevi Mumbai(Maharashtra)
- ❖ 4 Datacenter COLOs at Rabale (Maharashtra), Noida (Uttar Pradesh), Hyderabad (Telangana) and Bhubaneswar (Odisha), 1 Data Recovery Centre at Bengaluru(Karnataka).
- ❖ 1 more Data center at Navi Mumbai (Maharashtra) and 1 Data Recovery Centre at Bengaluru (Karnataka) for Digital Innovation project.

As on date, all offices of LIC are networked using combination of links comprising of MPLS/leased links etc. with appropriate bandwidth. The present service provider for these Links are BSNL and M/s Bharti Airtel Ltd. (Alternate Service Provider)

**7) Brief on the Scope of Work:**

The scope of work for this tender is for the Procurement of Services of System Integrator for Network Maintenance of LIC of India in the existing Network setup for all locations. The key areas of Scope of Work in brief will be-

- i. Day-to-day network management tasks, which include router/switch configuration, follow-up with Telecom Service Providers (i.e BSNL & Alternate service provider) for link-related issues, troubleshooting LAN issues, etc.
- ii. AMC management of all Network equipment (i.e. routers and switches) installed across various locations of the corporation.

**Detailed scope of work for each area is mentioned in the respective sections.**

## Section-B: ELIGIBILITY CRITERIA

### 1) Minimum Eligibility Criteria (MEC)

LIC will use the following as the Minimum Eligibility Criteria (MEC) for evaluating the bidders. The Network System Integrators (NSI)/ bidders fulfilling the following criteria only should respond to the RFP:

Sl. No	Eligibility Conditions	Documentary Evidence Required
1.	a) The bidder should be a registered entity in India. or b) A company/statutory body owned by Central/State Govt.	a) Copy of Certificate of incorporation/registration b) Valid GST registration certificate Note: For Statutory bodies/Govt. undertakings proof of ownership by Authorized personnel
2	The Bidder should be registered for Goods and Service Tax.	Copy of GSTIN Certificates for all states.
3	The bidder should have valid PAN	Copy of Pan Card
4	The bidder shall be a system integrator (SI) undertaking Network maintenance including maintenance of network equipment and similar supporting technologies (Network setup with <i>Routers, Managed-Switches, IPsec etc.</i> ) operating since last three financial years <i>i.e</i> (FY-2022-23, 2023-24 and 2024-25) for IRDAI or RBI regulated entity / Government /PSU organization in India.	Bidder should submit Company Profile as per <b>Annexure-II</b> and Documentary proof (purchase order/customers certificates, etc.) for the last 3 FYs <i>i.e.</i> (FY- 2022-23, 2023-24 and 2024-25
5	<p>The bidder should <u>not</u> have been debarred /Black-listed by any State Government in India or any of its agencies or Government of India <u>or</u> any of its agencies or any PSU/BFSI (including LIC of India) in India as on the date of the RFP for corrupt or fraudulent practices or non-delivery, non-performance in the last three years preceding the date of this RFP.</p> <p>The bidder must also warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the requirements as per the tender, it shall provide details of the action(s).</p> <p>However, such blacklisting will be null and void for the purpose of bidding in this RFP, if the bidder has obtained stay order</p>	<p>An undertaking on Company Letter head as per <b>Annexure-III</b> is to be submitted duly signed by the authorised signatory</p> <p>Declaration on company letter head duly signed by the authorized signatory of the bidder.</p>

	in any court of India	
<b>Experience</b>		
6	The Bidder should have executed orders total of <b>Rs. 20 crores</b> as system integrator for Network maintenance in any of the five financial years preceding the date of this RFP	Details to be submitted in <b>Annexure-IV</b> along with the documentary evidence like copy of the purchase order(s) <u>and</u> <u>Satisfactory Performance Certificate</u> from the customers etc. The bidder should submit details like name of contact person along with his phone number, e-mail for above projects (for verification) as per format under <b>Annexure –IV.</b> LIC may verify the facts and bidder has to facilitate the meetings.
7	Bidder should have successfully managed a similar network having at least <b>1000</b> locations (excluding the ATM kind of deployments) in any organization (except LIC of India) in India during the past five financial years immediately preceding the date of this RFP	
<b>Financial Strength of the Bidder</b>		
8	Bidder should have minimum annual turnover of <b>Rs. 30 Crores</b> in each of the last three Financial Years immediately preceding the date of this RFP.	The details should be submitted in <b>Annexure-II</b> duly signed by authorised signatory. The copies of Audited Balance sheet/Statutory Audited Certification, Profit/Loss statement of the firm for the last three financial years., duly attested by the Chartered Accountant or Authorized Signatory of the Company along with Name and Seal .
9.	The Bidder should be in operating-profit (EBITDA i.e., Earnings before Interest, Tax, Depreciation & Amortization) during any 2 out of last 3 audited financial years preceding the date of this RFP. Further, the bidder should also have positive net worth for the last 3 audited financial years preceding to the date of this RFP.	
<b>Presence of Bidder for Support</b>		
10	The Bidder should be able to provide AMC support and services for the network equipment through either own Service Centers or through franchise/Authorized Support Partners (ASP). In all, the bidder (including his franchise or ASP) should have minimum 25 support centers with at least one support center in each state across India (other than North East Region) and at least one support center in North East Region.	Details to be submitted in <b>Annexure-V</b> signed by the authorised signatory along with Name and Seal.
11	The bidder should have the proven capability to perform the entire scope of the assignment and should be capable of maintaining it for a period of <b>5 years</b>	Self-declaration signed by the authorised signatory along with Name and Seal.
<b>Other Documents Requirements</b>		

12	The bidder should submit an Authorization for the Authorized signatory nominated for signing of all the documents submitted in response to this RFP.	Power of Attorney <u>or</u> the copy of Board resolution appointing the authorized signatory.
13	Integrity Pact duly filled and signed	Proforma attached as per <b>Annexure XII</b>

**Note- The bidders are not permitted to authorize their dealers/distributors/partners/ franchisees / subsidiaries/ sister concerns etc., (including individuals and third party firms/companies) to either collect or submit the tender-related documents on their behalf. LIC will summarily reject such requests and arrangements. The provisions of PPP-MII Orders issued by the Government of India, and modified from time to time shall apply to this RFP**

## **2) List of enclosures with Eligibility bid:**

**The Eligibility bid document should contain the following:**

- a) Covering letter, application form and details as per **Annexure-I and II**.
- b) Bid Processing Fee (non-refundable) of Rs.10,000/- + GST (Currently 18% GST). Total Rs.11,800/- (Rupees Eleven thousand and eight hundred Only) to be paid to Life Insurance Corporation of India using NEFT ("Bid processing fee"). The detail of bank account has been provided below in Section-C (9).
- c) Letter for Authorized Signatory.
- d) Copy of Certificate of registration/incorporation.
- e) Copy of GST registration certificate (central/state).
- f) Copy of PAN Card
- g) Attested & authenticated copies of audited Balance sheet & Profit and Loss account statement for the last three financial years preceding the date of this RFP. *(Please do not attach annual report booklets)*.
- h) Declaration about non-blacklisting as per **Annexure-III** executed on Company letter head.
- i) Documentary evidence like certificate from customers or copies of Purchase Orders etc. or certificate as per **Annexure-IV**.
- j) EMD: Rs.30,00,000 (Rupees Thirty Lakhs only in the form of Bank Guarantee issued by a nationalized or scheduled bank as per **Annexure-VI** payable at Mumbai, valid for 1 year from the date of RFP.
- k) Soft copy of the entire eligibility-bid document and all supporting documents on one read-only Pen Drive.
- l) Pre-contract Integrity Pact as per enclosed format (**Annexure-XII**).
- m) All pages of the Bid documents should be initialed by the Authorized Signatory along with the company seal.
- n) Bid may be rejected if bids are not signed by the Authorized signatory with company seal and designated official(s), as asked in the respective clauses/annexure of the RFP or if instructions are not followed.



## Section-C: INSTRUCTIONS TO BIDDERS

### 1) General Instructions

- i. The Bidder may download the RFP documents from the websites mentioned below:
  - a. LIC Website – Tenders Section(<https://licindia.in/web/guest/tenders>)
  - b. Central Public Procurement Portal of GOI (<https://eprocure.gov.in/>)
  - c. <https://www.tenderwizard.com/LIC>
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. Response to this RFP 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.
- ix. All the terms and conditions and the contents of the RFP along with the 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.
- x. 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.
- xi. Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non- compliant and the Bid may be rejected. Hence, Bidders must:
  - a. Include all required Documents, Certificates, etc. specified.
  - b. Follow the format provided and respond to each element in the order as set out
  - c. Comply with all requirements as set out.
- xii. LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP and the contract entered pursuant to the RFP and may request for additional information, if required from the Bidder. Failure on the part of the bidder to submit any additional information as required by LIC, may render the bidder as non-responsive and the bid submitted is liable to be rejected.
- xiii. 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.

**2) Partner / Consortium**

- No consortium or joint bid or sub-contracting is allowed.
- Bidder needs to fulfill all the eligibility criteria in their individual capacity unless mentioned otherwise.

**3) Issue of Corrigendum**

- i. LIC will endeavor to provide timely response to all queries in utmost good faith. However, LIC at its discretion may choose not to respond to the query which is not under purview of this RFP.
- ii. 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.
- iii. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on LIC's website <https://www.licindia.in> under "Tenders" section and also on Central Public Procurement Portal of GOI under the link <https://eprocure.gov.in/>.
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. 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.
- vi. Any change in the timelines as decided by LIC will be posted in LIC website and Central Public Procurement Portal of GOI. The Bidders, in their own interest are requested to check both websites regularly to know the updates.
- vii. In case a query raised by a bidder through mail for corrigendum and is not responded by LIC, the old provisions pertaining to the subject will prevail.

**4) Qualification Criteria**

Only the bidders who meet all the Eligibility Criteria for this RFP and also submit the Pre-Contract Integrity Pact are eligible to participate in the RFP.

**5) Terms and Conditions**

The terms and conditions for the bidders who participate in this RFP are specified in the Section named "Terms and Conditions". Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications/modifications, appendices, addenda, corrigenda issued, if any, will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/modifications, appendices, addenda, corrigenda issued will be contractually binding and will form part of the purchase orders/any resulting contracts/agreement, to be issued to the successful bidder/s and any resulting contracts with the vendor/s from time to time as an outcome of this RFP process.

**6) 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.

**7) 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.

**8) 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.

**9) Bid Processing Fee**

- Eligible and interested bidders shall download the soft copy of the bid document containing all the Annexure from [www.licindia.in](http://www.licindia.in) and submit the Bid Processing Fee (non-refundable) of Rs.10,000/- + GST (Currently 18% GST). Total Rs. 11,800/- (Rupees Eleven thousand and eight hundred Only) to be paid to Life Insurance Corporation of India using NEFT ("Bid processing fee") The detail of bank account in given below.

Account No- LIC9NETW ,  
IFSC- UBIN0996335,  
A/C Holder Name-"Life Insurance Corporation of India".

- Any bid submitted without Bid Processing Fee will be summarily rejected.
- Bid Processing Fee exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy (MSEs) order 2012 issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/NSIC certificate valid as on the date of last date of bid submission as mentioned in this RFP document.

**10) Pre-Bid Clarifications:**

- a) 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 through the pre-bid queries only. Thereafter, no representations/queries will be entertained in this regard. Later on if any issue(s) arise, LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.
- b) The Bidder is expected to examine all instructions, statements, terms, and specifications in the RFP document as amended from time to time. LIC has made considerable effort to ensure that accurate information is provided in this RFP and the information is given solely to act as guidelines for Bidders.
- c) The bidder who meets the pre-qualification criteria and technical criteria as specified in this document will be short-listed.
- d) Interested entities are advised to study this RFP document carefully before submitting their bids in response to the RFP. Submission of a bid in response to this RFP shall be deemed to have been done after careful study and examination of this RFP with full understanding of its terms, conditions, and implications.
- e) LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP and may request for additional information, if required, from the bidders. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to Bidder or any other person or party.
- f) This document should not be construed as Tender.
- g) Submission of the bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/ commented by him in his bid. The formulation of the evaluation criteria, the conduct of the evaluation of the responses to the RFP and the subsequent short listing of the successful bidder will be entirely at the discretion

of LIC and its decision shall be final and no correspondence about the decision shall be entertained.

- h) Failure to furnish all information required by the bidding documents or submission of a bid not responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- i) Furthermore, during the RFP process, LIC has disclosed or will disclose in the RFP and corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda.
- j) If deemed necessary, LIC may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give a presentation for the purpose of clarification of the bid submitted by him.
- k) The Bidder requiring any clarification of the bidding documents should submit written/ email queries within timelines indicated in this document.
- l) At any time prior to the deadline for submission of bids, LIC may modify the bidding document by amendment.
- m) Any clarification issued by LIC will be in the form of an addendum/ corrigendum. The amendment will be binding on all bidders. LIC, at its discretion, may extend the deadline for submission of bids to allow prospective bidders reasonable time to take the amendment into account. Verbal requests for clarification will not be entertained.
- n) In case any bidder does not attend pre-bid meeting, it will be assumed that the bidder(s) has/ have no points in the tender document that need clarification.
- o) Any clarifications/ queries/ suggestions regarding the tender should be conveyed to LIC by the bidder only by email on or before the date mentioned in the activity schedule. LIC may accept or reject the suggestions offered by the bidder.
- p) Queries not received within the time specified may not be entertained by LIC.
- q) LIC may seek clarification/ additional information or document(s) from any bidder related to this RFP and bidder's response must reach LIC within 6 (six) working days by email/ hard copy. All such information and document(s) provided by the bidder will be taken to form part of his/her response.
- r) If any clarification(s)/ document(s) called by LIC are not submitted by the bidder within six (6) working days or incomplete response is received from the bidder, it may lead to rejection of his bid and no further correspondence in this matter will be entertained. However, LIC reserves the right to take a final decision in this regard.
- s) The queries for pre-bid meeting should necessarily be submitted 1 day prior to pre-bid meeting in the following format to the email id [co\\_itnetworkrfp@licindia.com](mailto:co_itnetworkrfp@licindia.com), the file size per e-mail should not exceed 1MB. No other form of communication shall be entertained.

<b>[Ref:LIC-CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10/10/2025]</b>				
Sl. No	RFP Document Reference(s) (Page Number)	RFP Document Reference(s)/(Section)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause
1.				
2.				

- t) 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.
- u) No consideration will be given to communications from bidders seeking

clarifications for pre-bid queries received after the date and time stipulated by LIC and no extension of time will be permitted for the same. However, LIC reserves the right to extend the last date and time for the same at its own discretion.

- v) 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.
- w) Clarifications/ Corrigendum (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document and would be notified on the official webpage of LIC <https://www.licindia.in> (TenderSection).
- x) In order to provide prospective bidders reasonable time for taking the modifications into account, LIC may, at its discretion, any time prior to the date of bid submission extend the date for the submission of Bids.
- y) Requests for clarification on telephone will not be entertained.

### 11) Pre-bid meeting:

A Pre-bid meeting will be held with all the interested bidders as per the details given in the activity schedule.

### 12) Earnest Money Deposit:

- a) The bidder should submit to LIC a total of Rs. 30,00,000 (Rupees Thirty Lakhs only as EMD along with the Bid documents in the form of a unconditional and irrevocable Bank Guarantee which should be executed by a Nationalized/ Scheduled Bank in favour of 'LIC of India' payable at Mumbai as per **Annexure-VI**.
- b) EMD should be valid for a period of 1 year from the Date of this RFP.
- c) Bids submitted without EMD or submitted with an EMD not conforming to above criteria, will be treated as non- responsive and will be summarily rejected by LIC.
- d) LIC will not pay any interest on the EMD for any period in any case.
- e) EMD will be returned to the issuing Bank under intimation to the selected Bidder in lieu of the performance bank guarantee submitted by it.
- f) EMD, without interest, will be returned to the qualified vendor after acceptance of Purchase Order and/or Signing of the Contract(s) by the vendor and submission of required Performance Bank Guarantee (PBG). No interest will be paid on the EMD.
- g) EMD, without interest, will be refunded/returned to the unsuccessful bidders, within 45 days after the date of placing Purchase Order to the selected bidder.
- h) The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, after providing the bidder a fifteen days cure period in writing, if;
  - i. The successful bidder backs out of L1 Quotes after declaration of the result of the RFP or if the Bidder fails -
    - To sign the Contract; or
    - To furnish unconditional and irrevocable Bank Guarantee towards the Performance Guarantee as mentioned in this RFP or
    - To furnish Non-Disclosure Agreement (NDA) as per LIC's format **(Annexure-VII)**.
  - ii. The Bidder withdraws or amends its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
  - iii. The Bidder makes any written statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contractor
  - iv. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP or
  - v. Bidder does not respond to requests for clarification of its Proposal.
  - vi. Bidder fails to provide required information during the evaluation process or is found to be non-responsive or
  - vii. The soft copies of the item specifications (eligibility and commercial) are not submitted or not readable or only blank Pen Drive is submitted.

- viii. The commercial bid format is found to be without password or with different password.
- ix. In the case of a successful Bidder being identified, the successful Bidder withdraws its offer or if the bidder fails;
  - (a) To sign the Contract within the stipulated time.
- i) In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the shortlisted bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.
- j) The EMD of the unsuccessful Bidders as per the commercial evaluation, will be returned to the Bank of the Bidder without interest:
  - i. after the process under this RFP is over,
  - and
  - ii. The contract between LIC and the Successful Bidder gets executed or the purchase order issued by LIC with respect to this RFP is honored by the Successful Bidder.
- k) Bids submitted without EMD or EMD not submitted conforming to above criteria, will be treated as non-responsive and will be summarily rejected by LIC.

### 13) Instructions for Bid Submission

Kindly refer **Annexure-XI** for Online Tendering Guidelines.

- (a) The bidder should not respond to this RFP / quote for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected.
- (b) Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/tender and subsequent modification(s) to this tender, if any.
- (c) The original Bid shall be typed on 8.27" x 11.69" (A4 size) paper in indelible ink.
- (d) All the envelopes and covers should indicate the name, address, telephone & mobile number, E-mail ID and fax number of the bidder clearly.
- (e) The Bidders should submit their Bid along with the required Bank guarantee towards the EMD, Pre-Contract Integrity Pact, Annexures, Certificates and other required documents as stated in the section "Eligibility Criteria" or elsewhere in the RFP, in sealed envelopes in the following manner:

#### 1) Envelope 1 – Pre-Contract Integrity Pact

- i. The Hardcopy of the duly filled and signed Pre-Contract Integrity Pact on a stamp paper of Rs.500/-.  
Bid Processing Fee (non-refundable) of Rs.11,800/- (Rupees Eleven Thousand Eight Hundred Only) inclusive of GST *through online mode* in Account No- LIC9NETW , IFSC-UBIN0996335, A/C Holder Name-"Life Insurance Corporation of India".
- ii. Earnest Money Deposit [Bank Guarantee drawn on any Nationalized/scheduled bank payable at Mumbai for Rs.30,00,000/- (Rupees Thirty Lakhs only)]  
should be submitted in a sealed envelope super scribed as: "PRE-CONTRACT INTEGRITY PACT for Procurement of Services of System Integrator for Network Maintenance for LIC of India Ref: CO/IT-DT/NW/RFP/SI/2025-26/03, dated 10-10-2025".

Submitted By \_\_\_\_\_ (Bidder's Name and Address)

#### 2) Envelope 2 -Eligibility

- Two-bid system (Eligibility and Commercial) will be followed by LIC for this RFP.
- Eligibility bid documents, if any, should be submitted in a separate envelope which should be sealed and super-scribed as "ELIGIBILITY BID for Procurement of Services for System Integrator for LIC of India Ref: CO/IT- DT/NW/RFP/SI/2025-26/03 dated 10-10-2025".



Submitted By \_\_\_\_\_ (Bidder's Name and Address)

### 3) Envelope 3 – Indicative Commercial Bid

- Commercial bid should be submitted in a separate envelope (along with pendrive for commercial bid) which should be sealed and super-scribed as "COMMERCIAL BID for Procurement of Services of System Integrator for Network Maintenance of LIC of India Ref: CO/IT- DT/NW/RFP/SI/2025-26/03, dated 10-10-2025".

**Submitted By \_\_\_\_\_ (Bidder's Name and Address)**

- (f) The above 3 envelopes containing the Pre-Integrity Pact, EMD, Eligibility and Commercial-bid should be placed inside another (Fourth) envelope which should be sealed and bear the name, Address, seal of the bidder with the superscription as "BID for Procurement of Services of System Integrator for Network Maintenance for LIC of India. Ref: CO/IT- DT/NW/RFP/SI/2025-26/03, dated 10-10-2025".

**Submitted By \_\_\_\_\_ (Bidder's Name and Address)**

- (g) Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the tender document. Sealed Bids should be addressed to THE **EXECUTIVE DIRECTOR (IT/DT)** and should be deposited in the tender box at the address as per the date and time given in the activity schedule.
- (h) No consideration will be given to a bid received after the date and time stipulated by LIC and no extension of time will be permitted for submission of Bids.
- (i) The Corporation will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason.
- (j) The hardcopies of the bid (all documents and Annexures submitted as a part of bid or called for by LIC) must be spirally bound, serially numbered, duly signed by the authorized signatory and stamped on each page of the bid document. Bid shall be signed by the duly Authorized signatory of the bidder. The person signing the bid shall sign all pages of the bid, except for an un-amended printed product literature/technical data-sheet available in the public domain.
- (k) 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 offer and prices in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition,
  - 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.
- (l) The bid may be treated as legally void and may be rejected if:
- Bid is not signed by the duly Authorized signatory or
  - Bid submitted is unsigned or partially unsigned or
  - An image of signature found pasted on pages instead of wet signature or
  - Scanned bid is submitted.
  - Pre-contract Integrity Pact (duly filled and signed), EMD and Bid processing fee not enclosed.
  - Bids are not submitted in respective envelopes as stipulated above.

**Please Note that Prices should only be indicated in the Indicative Commercial Bid failing which the Bid may be rejected.**

### (m) 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.

### (n) Bid Currencies

Prices for all the components shall be quoted in Indian Rupee (Rs.) only. The Bids in

currencies other than (Rs.) will not be considered.

- (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. Overwriting/correction in the commercial bids are not permitted and any such overwriting in commercial bid will lead to its rejection.
- (p) The Commercial Bids format shall be submitted in the spread sheets as per respective Annexures specified in this RFP.
- (q) The contents of the Soft copies submitted in a READ-ONLY PENDRIVE (Separate PENDRIVE for eligibility and Commercial Bid in respective sealed envelopes) and the contents of the Hard copies shall be exactly the same. However contents of Hard Copy will prevail.
- (r) Commercial-bid format/sheet in the spreadsheets will be password protected by LIC. The password used on the spread sheets will be validated by LIC for checking the authenticity of the file. If the password does not match, EMD OR A PART THEREOF MAY BE FORFEITED and BID MAY BE REJECTED.
- (s) It may be carefully noted by all the participating bidders that it is likely if the password protected sheet is opened in any another software for e.g. open office, the password protected sheet may lose the password. Therefore care has to be taken to open the spreadsheet only in an application for e.g. MS Excel where it will not lose its password, when edited. It may also be informed that the softcopy of the Commercial bids provided in the PENDRIVE will be checked at the time of opening of the Commercial bids. In case the spreadsheet is submitted to LIC without the password protection or with password that does not match, the BID MAY BE REJECTED.
- (t) During Eligibility Bid evaluation if any deviation is observed, LIC may call for clarifications and may decide to accept any deviation at its discretion and decision of LIC in this matter will be final. However, this will be done before opening of commercial bids.
- (u) Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the RFP document. Sealed Bids should be addressed to The Executive Director (IT/DT) and should be deposited in the tender box at the address as per the date and time given in the activity schedule.
- (v) No consideration will be given to a bid received after the date and time stipulated by LIC and no extension of time will be permitted for submission of bids.
- (w) The Corporation will not be responsible for non-receipt of bids within the specified date and time due to any reason.
- (x) Please note that if the sub envelope containing Eligibility bid is found to contain Commercial Bid also, then that bid will be rejected outright.
- (y) The bidder should not respond to this RFP / quote for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected.
- (z) Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/ tender and subsequent modification(s) to this tender, if any.
- (aa) The Bidder should certify that the contents of the CD's are the same as that provided by way of hard copy. In the event of a discrepancy, the hard copy details would prevail.
- (bb) The Bidders should submit their Bid along with required Bank guarantee towards the EMD, Pre-Contract Integrity Pact, **Annexure-I**, other required documents and Certificates as stated in the RFP.
- (cc) All hardcopies of the bid must be spirally bound and pages serially numbered.

(dd) **Non-Disclosure Agreement (NDA) only by selected bidder**

The selected bidder shall submit along with the Bid, a duly notarized Non-Disclosure agreement on a stamp paper of Rs.500/- (Rupees five hundred only) or of an appropriate value applicable in the relevant state/ Union Territory as per the format given in '**Annexure – VII**' which should be duly signed by the Authorized Signatory of the Company. During the execution of the project, the successful bidder will have Access to confidential information of LIC such as servers, applications, database, security infrastructure, IP addresses, router configuration, network design, architecture etc. The bidder shall use the same degree of care to maintain the confidentiality of the information as if the information is their own and shall not



disclosed at any point of time to any other person/third party the information so received. Violation of NDA may leads to legal action and blacklisting. Bidder shall ensure compliance to Digital Personal Data Protection Act 2023.

(ee) **Prices**

- a. Prices payable to the vendor will be fixed as derived from the Final L1 quote after Online Reverse Auction and will be exclusive of GST. Prices once fixed will be valid throughout the entire contract period of five years and extended period of two years (renewable annually based on the performance of the vendor)
- b. Escalation of Costs: The vendor 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.

(ff) **Taxes and Duties**

Vendors will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST. Price quoted should be exclusive of GST. All expenses, stamp duty and other expenses with the execution of the Agreement to be borne by the vendor The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

(gg) **Deduction of Taxes at Source**

LIC will deduct taxes from the amounts due and payable to the vendor wherever applicable. LIC will provide vendor with the statement of any taxes deducted by LIC on payments under the contract. The vendor 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 vendor.

(hh) **Arithmetical errors**

The Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.

#### 14) **Technical Bid**

As this RFP is for procurement of manpower resources and AMC maintenance of network equipment, separate technical bid is not required.

#### 15) **Commercial Bid (Indicative Price)**

- a. Price is to be quoted in Indian Rupees only.
- b. The indicative prices are ONLY to be quoted in the commercial bid.
- c. The details are to be given as per **Annexure-IX** under the heading "Format of commercial bid (indicative) for Procurement of Services of System Integrator for Network Maintenance etc. for LIC of India Ref: CO/IT-DT/NW/RFP/SI/2025-26/03, dated 10-10-2025".
- d. The bidder should quote the prices for all the items in Commercial bid (Indicative Price) format.
- e. For each component, the prices quoted should be inclusive of all costs except GST and any other applicable taxes etc.
- f. It will be the responsibility of the bidder to take care of all formalities, if any, necessary as per rules /regulations/orders of any government/non-government/ regulatory authority in force.
- g. The price quoted shall not be subjected to variations in exchange rate, taxes, duties, levies or variation in labour rates etc.
- h. Bidders are advised to make a detailed study of the requirements of the project and ensure that the prices/rates quoted are all inclusive including the support required from the OEM in the execution and continuous monitoring of the project during the Contract period, as no deviation in any of the conditions would be permitted and nor would any increase in prices be allowed during the contract period.

- i. The Bidder should have the capability to implement and maintain the project during the contract period of 5 years .The contract period may be further extended by a period of two years at the sole discretion of LIC of India on the same terms & conditions including the price component.
- j. The bidder should also be able to carry out any changes, if necessitated by LIC during the contract period of 5years.

#### **16) Clarification sought by LIC on Bids**

- a. 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.
- b. LIC may decide to accept any deviation at its discretion. However this will be done before opening of commercial bids.
- c. If any compliance or clarification sought by LIC is not submitted within 7 business days of being called for, the bids are liable to be rejected.
- d. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.

#### **17) 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.

#### **18) 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 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. In such a case, the Bid may be rejected.
- d) Bid with insufficient information to permit a thorough evaluation may be rejected.
- e) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f) Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid in the best interests of LIC.
- g) If a bid is not responsive and not fulfilling all the conditions of the RFP and not meeting Eligibility Qualification and Requirement, it will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- h) Rejection of non-compliant bid:
  - LIC reserves the right to reject any or all bids on the basis of any deviation(s).
  - Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

#### **19) Bid Validity Period:**

- a) Bids shall remain valid for one year from the last date of bid submission as 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.
- b) In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the period of validity any time before the expiry of validity period. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless

it is the shortlisted bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

- c) The terms of the RFP including the price discovered shall remain valid for the period of the contract period of five years and the extended period of two years (renewable annually based on the performance of the vendor).

## **20) Late Bids:**

- a) The Bids received beyond date and time mentioned in activity schedule will be termed as “Late” and will not be considered and will be rejected/returned back to the bidder unopened.
- b) LIC will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason.
- c) LIC may, at its sole discretion change the date/time of submission of bids and LIC’s decision in this matter will be final.

## **21) Procedure for opening of the bids:**

- a) Bids received within the specified closing date and time in the Activity Schedule will be opened on the specified date, time and venue as given in the Activity Schedule (maximum two representatives per bidder will be permitted in each of the bid openings).  
The date and Venue of the opening of the Bids shall be as per the Activity Schedule. The representatives of the bidders should carry the identity card and a letter of authority from the bidder to identify their bonafides for attending the opening of the Bids.
- b) The outer sealed Envelope and the envelopes containing the Pre-Contract Integrity Pact and the Eligibility shall be opened by the Tender Opening Committee (TOC) of LIC as per the activity schedule.
- c) On completion of the Eligibility Criteria evaluation, the date, time & venue of opening of their Commercial bids will be intimated to all shortlisted bidders who will be qualified as per the MEC.
- d) Commercial bids (indicative) of only the bidders qualified in the “Minimum Eligibility Criteria” will be opened by the Tender Opening Committee of LIC in the presence of the bidders/ their Authorized representatives who choose to attend.

## **22) Bid Evaluation Process:**

Both Functional and qualifying requirements will be evaluated for the bidders separately for each Part.

- a) LIC will evaluate the Bids submitted in response to the RFP and all supporting documents/ documentary evidences as per the requirements stated in the RFP documents and its subsequent modifications (if any).
- b) LIC may ask for meetings with the Bidders to seek clarifications on their bids.
- c) Evaluation of the responses to the bids and subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC and will be binding on the bidders. LIC’s decision shall be final and no correspondence seeking clarifications about the decision shall be entertained.

## **23) 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.

## **24) Eligibility Criteria Evaluation:**

The Bidder needs to comply with all the eligibility criteria mentioned below in Stage 1 of the RFP to be eligible for evaluation in Stage 2. Non-compliance with 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. The proof provided has to be in line with the details mentioned in the various Annexures of the

eligibility Criteria. Any credential detail mentioned in “Annexure II—and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters/ purchase orders/ contract copies should be appropriately bound, labeled and segregated in the respective areas.

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.

- Evaluation Process will consist of following stages:
  - a. Stage 1 – Eligibility Criteria Evaluation
  - b. Stage 2 – Commercial Evaluation(Indicative)
- The evaluation will be based on:
  - a. Ability to meet Eligibility Criteria Evaluation
  - b. Ability to meet detailed Functional Requirements
  - c. Implementation capabilities
  - d. Technical capabilities
  - e. Support capabilities
  - f. Total Cost

## 25) Commercial Bid Evaluation process

- (a) Only those Bidders who qualify in Eligibility evaluation (MEC) would be shortlisted for commercial evaluation via Reverse Auction conducted by LIC's Authorized e-Procurement service provider.
- (b) The Bidder has to specify both in figures & words for all price quoted in Commercial Bid (indicative).
- (c) The bidder should quote the prices for all the items in Commercial bid (Indicative Price) format as per **Annexure-IX**.
- (d) Arithmetical errors will be rectified on the following basis:
  - 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.
  - If there is discrepancy between words and figures, words will prevail.
- (e) The Commercial bids (indicative price) of short listed bidders fulfilling the Minimum Eligibility Criteria will be opened by the TOC. Thereafter, these bidders need to participate in online reverse auction for which web-based e-tender platform will be made available by LIC.
- (f) **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. 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. Discounting rate to be used: 10%

Standard software for example “Excel” can be used for the NPV computation. An indicative template is also provided purely for facilitating the bidder. Bidders must ensure the accuracy of the computation at their end for the calculations. The template provided is a facilitator only for the computation and the bidder is responsible for the computation as per the guidelines.

$r = 10\%$  i.e., 0.1

- (g) The total Bid Price for this clause will be all inclusive bid prices at Net Present Value (NPV) exclusive of all applicable taxes such as GST and any other applicable taxes etc.
- (h) No price variation/adjustment or any other escalation will be entertained after the closing of Bids.

**26) Online Reverse Auction:**

- a) The Commercial bid (indicative) as per **Annexure-IX** shall be submitted in a separate sealed cover. After the opening of Commercial Bids (indicative) of MEC qualified bidders, Online Reverse Auction (ORA) will be held.
- b) The Commercial Bids (indicative) of MEC qualified bidders will be opened on the prescribed date.
- c) Thereafter, the MEC qualified bidders subject to provisions of Price Variation Factor and H1 Elimination clause (refer point (g) above), are required to participate in online reverse auction.
- d) LIC will provide web-based e-tender platform for ORA.
- e) The date, time, platform and process of online reverse auction will be communicated to the MEC qualified bidders by LIC.
- f) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- g) Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder.
- h) 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 and forfeit EMD.
- i) Any conditional bid may be rejected.
- j) The bidders will arrange the digital signature certificates (at no cost to LIC) from a certifying agency notified by the Comptroller of Certifying Authority (CCA) as per Information Technology Act 2000 as amended from time to time.
- k) As per the new Inter-Operability Guidelines released by The Controller of Certifying Authorities (CCA), the Secure Socket Layer (SSL) certificate for an e-Procurement Application is generated on a new algorithm, SHA2. The Digital Signature Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. The exact details will be informed before commencement of the ORA.
- l) LIC shall conduct the "Online Reverse Auction Process." for the L1 Bid Price determination. During reverse auction, the participating bidders shall input only the total cost that they have to offer. This amount shall be arrived at by the bidders themselves off-line by using the formula mentioned at point 27 (f) above.
- m) The bidder with lowest commercial bid at the close of online reverse auction will be declared as L1 bidder.
- n) In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid and EMD.
- o) The selected L1 bidder will be informed about the selection and the result will be notified on the LIC website and the bidders are advised to visit the above website for any information in reference to this RFP.
- p) Within fifteen business days of notification of award from LIC, the Bidder will furnish Performance Bank Guarantee, valid for the entire contract period. After the submission of Performance Bank Guarantee by the successful Bidder, the Bidder will be required to enter into a contract with LIC.
- q) In case the selected bidder fails to submit performance guarantee within the time and manner stipulated, LIC at its discretion may cancel the notification of award placed on the selected bidder without giving any notice whatsoever.
- r) 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.
- s) At the end of warranty period, the contract may be renegotiated as mutually agreed by both parties. The Bidder shall not add any conditions/ deviations in the commercial bid. Any such conditions/ deviations may make the bid liable for disqualification.
- t) At this stage, the bank guarantee of the unsuccessful Bidder(s) shall be returned to their bankers. LIC will send a letter to such Bidders inform them of the returning of bank guarantee.
- u) The bidder with the lowest quote at the end of the reverse auction process will become the successful bidder.

- v) The commercial figure quoted will be an all-inclusive figure – inclusive of out of pocket expenses, traveling, boarding, lodging, all taxes, duties, license fees, road permits and transit insurance etc., except GST. No such expenses will be reimbursed separately.
- w) 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.
- x) In case, only one bidder is qualified MEC, no reverse auction will take place. However, LIC reserves the right to negotiate the price with the lone bidder.
- y) The price once finalized through online reverse auction or negotiation will be termed as “approved price”.
- z) 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.)

## 27) 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 and modified from time to time.**

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:

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

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

## 28) 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.

## 29) 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 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. LIC's decision in this matter will be final and binding.

**30) Contracting:**

The notified Bidder who submits the Performance Bank Guarantee as above will enter into the contract for the execution of this project with LIC as per the terms and conditions of this RFP.

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 resources, 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 resources and services 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.

**31) Contacting LIC:**

No Bidder shall contact LIC or its employees through any means of communications 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.

**32) Right to terminate the Process:**

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

**33) Disqualifications**

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

- a. Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements;
- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;

- c. Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- d. Failed to provide clarifications related thereto, when sought;
- e. Submitted more than one Proposal;
- f. Been declared ineligible by the Government of India/State/UT Government/ PSUs for corrupt and fraudulent practices or blacklisted.
- g. Submitted a Proposal with price adjustment/variation provision.

**34) Consortiums or sub-contractor**

No consortium bidding is allowed. LIC will not consider joint or collaborative proposals that require a contract with more than one prime Vendor. Bidder need to fulfill all the eligibility criteria in its individual capacity unless mentioned otherwise.



## Section-D: Terms and Conditions

### A. Terms and Conditions Regarding Bidding:

- 1) 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 bid document or submission of a bid not responsive to the bidding document in every respect will be at the Bidder's risk and may result in rejection of his bid. While the Corporation 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.
- 2) 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 Executive Director(IT/DT), LIC of India, Central Office, IT/DT Department, 3rd Floor, JeevanSevaAnnexe Bldg, S.V. Road, Santa Cruz – West, MUMBAI -400054. A notice must be In writing, in English and signed by a duly authorized person of either party 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.
- 3) LIC may waive off any minor non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.
- 4) Bid with insufficient information, for thorough analysis, may be rejected.
- 5) 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.
- 6) It will be the responsibility of the vendor 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.

#### 1) **Pricing & Taxes:**

- a) Product/Software/Resource's Prices shall be quoted all-inclusive of duties, levies etc. but **exclusive** of GST and any other applicable taxes.
- b) The quoted price of Product/Software/resources shall be uniformly applicable for delivery/performance to any part of the country and shall be inclusive of all other miscellaneous charges (i.e. including installation charges, any other applicable duties, whether state or central, packing, freight and forwarding, transit insurance, local transportation, manpower/labour charges, incidental charges such as traveling, lodging/boarding etc.)
- c) Vendor will be entirely responsible for upfront payment of all applicable taxes (wherever applicable) like Central / State levies, sales tax, excise duty, cess, license fees, road permits, service tax, etc. in connection with delivery of products at site.
- d) GST/local entry tax/LBT wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actual on production of the original receipt in proof of having paid the said taxes on behalf of LIC. In case concrete evidence of having paid the appropriate taxes is not submitted along with the invoices to LIC, the vendor will not be eligible for any reimbursement on this count from LIC.
- e) The vendor should not, under any circumstances, request for an increase in the prices once such prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/cess/ customs duty & excise duty including any newly introduced taxes shall be permitted.
- f) It will be the responsibility of the vendor to take care of all the formalities connected with this project (wherever and whatever applicable) as per rules / tax laws / regulations / orders of any government/non- government/

regulatory authority in force etc.

## **2) Placing of Orders and making payments:**

Solution: Methodology for placing orders for implementation/ maintenance of the

- a) LIC will identify L1, L2, L3... bidders on the basis of commercial bids quoted by them; the lowest commercial bid being the L1 bid, and so on.
- b) LIC will issue purchase order to the L1 bidder.
- c) In case the L1 bidder expresses his inability or fails to deliver within the stipulated timeline, LIC may decide to provide opportunity to the L2 bidder for the same, provided L2 bidder agrees to match the price quoted by L1 bidder.
- d) In case L2 bidder refuses to accept this offer within the timeframe provided by LIC, then same opportunity will be provided to L3 bidders to match the price quoted by L1 bidder and deliver and implement the entire solution.

The Central Office of LIC at Mumbai will place orders for the equipment/ components/ resources/ software for all its offices spread across the country. However, in view of the GST rules, the payments will be made by the Central Office for the orders placed for Central Office and the remaining payments shall be made by Zones/Nodal Divisional Offices of LIC for respective states for where the services are being provided.

Selected vendor necessarily has to execute all the purchase orders issued by LIC and meet all the obligations of the Contract. Vendor should point out any discrepancy/deficiency in the purchase orders within two working days of its receipt. The date of Purchase Order (PO) or the date on which the required information/correction in PO is intimated to the Vendor would be deemed to be the date of acceptance of the PO for the purpose of calculating delivery period, and penalty thereof.

**Note :-** Purchase order for on-site resources and AMC of the equipment may be issued by LIC in a staggered manner. The quantities mentioned under the “Estimated quantity” column of Commercial Bid are indicative only and will be used to arrive at the L1 vendor. However, the actual quantities may differ at the time of issuing Purchase Order/s, depending on the actual requirements, circumstances prevailing at that time.

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

### **1) Assignment:**

The successful bidder (hereinafter mentioned as vendor / successful bidder) shall not assign in whole or in part, the obligations to perform under the contract.

### **2) Non-Disclosure Agreement (NDA):**

During the contract period, the Personnel of vendor will have access to confidential information of LIC of India such as IP addresses, router configuration, network security design, architecture, etc. The vendor or its Personnel shall not disclose at any point of time to any other person/third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also the vendor may use the information only for serving LIC's interest and restrict disclosure of information solely to those employees of vendor having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. The successful bidder has to sign NDA as per Annexure-VII. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting.

### **3) Performance Bank Guarantee (PBG):**

The selected vendor is required to submit an unconditional and irrevocable

Performance Bank Guarantee (PBG) to LIC in the form of a Bank Guarantee (from a scheduled/nationalized Bank) equal to 5% of the total Contract Value. Format for submitting the Bank Guarantee is attached herewith as Annexure-XIII. No interest shall be payable on the PBG amount.

The required PBG should be submitted to LIC within 15 days from the date of letter issued by LIC for selection as the “selected vendor”.

The PBG shall be valid for the period of 63 months (including three months of claim period) from the date of submission of PBG to LIC. The PBG may be invoked for entire amount (or the portion as deemed fit by LIC to make good its losses) if the vendor backs-out of his obligations as per the contract, including refusal to execute PO or excessive delay in execution of Purchase order or vendor does not provide onsite-support etc. required as per this RFP.

If vendor fails to submit the required PBG within 21 days period as mentioned above, penalty of Rs.5,000/- per day (subject to maximum penalty of Rs.50,000/-) will be imposed. In case the selected bidder fails to submit performance bank guarantee even after the elapse of 35 days from the date of letter issued for selection as the “selected vendor”, LIC at its discretion, may cancel the allotment of the contract to the concerned bidder and allot the contract to the L2 bidder at L1 prices, so on and so forth. All the terms & conditions, stated in this RFP (and subsequent modifications, if any) will then be applicable to the L2/L3 bidders, so on and so forth. In case the tenure of servicing is extended beyond five years, the selected Vendor will be required to extend validity period of the PBG or submit a fresh PBG.

- a. The PBG should be valid for the entire contract period from the date of its submission to LIC and an additional three months from the date of notification.
- b. In case of extension of the contract by LIC, the vendor should submit fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity period of the tender. This should happen within one month prior to the expiry of the earlier PBG, unless otherwise intimated by LIC.
- c. Format for submitting the Bank Guarantee is attached herewith as **Annexure XIII** and should be executed by a Nationalized/ Scheduled bank acceptable to LIC and having Branches in Mumbai.
- d. The PBG will not carry any interest.
- e. The PBG may be required to be submitted in multiple numbers, if required by LIC.
- f. The PBG may be invoked for entire amount if the vendor backs-out of his obligations as per this tender or if the fresh PBG is not received by LIC one month prior to the expiry of the earlier PBG; apart from other actions that may be decided by LIC.
- g. The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract:
  - i. The bidder fails to honor expected deliverables or part as per this RFP after issuance of PO
  - ii. Any legal action is taken against the bidder restricting its operations
  - iii. Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder.
  - iv. LIC incurs any loss due to Vendor's negligence in carrying out the performance obligations as per the agreed terms & conditions.
- h. In the event of any contract amendment, the Vendor shall, within seven days of agreeing to such amendment, furnish the amended performance guarantee, valid for 60 days beyond the duration of the Contract as amended.

#### 4) **Signing of contract:**

The selected bidder (vendor) has to sign a contract with LIC as per the terms and conditions of the RFP on a Rs.500/- non-judicial stamp-paper. This initial contract will be called as the Master Service Agreement (MSA) which will act as the comprehensive contract document between LIC and vendor for all purposes/conditions related to the RFP. The MSA will be the permanent reference & the contract document (with subsequent modifications, if any). The modifications to the MSA will be mutually agreed and will be accommodated in the form of addendum/schedules to the MSA

since procedural aspects, services etc. will be continuously evolving. On behalf of LIC, MSA will be signed by the Officials of Central Office, IT/DT Department, Mumbai. No other contract will be required to be signed by any of other LIC-offices.

**5) Transportation and Insurance:**

The successful Bidder is required to deliver the products and services at the destination in case the network equipment are to be provided by the bidder under AMC obligations. Transportation and Insurance of goods shall be arranged and paid for by the vendor at no extra cost to LIC.

**6) Dispute:**

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

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

A party claiming a dispute has arisen, must give the other parties to the dispute notice setting out details of the dispute. If the parties cannot resolve the dispute within 30 days after the notice is given 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 modification, Rules or enactments thereof.

- 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 to an arbitrator appointed 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 Arbitration and Conciliation Act 1996. The venue of arbitration shall be Mumbai. Subject hereto the High court in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.
- b) 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.
- c) The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- d) The work under contract shall continue during the Arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- e) No interest will accrue on any amount during the Arbitration proceedings.
- f) If the arbitrator so appointed resigns his appointment or vacates his office or is unable or unwilling to act due to any reason whatsoever the appointing authority shall appoint a new arbitrator in his place.
- g) The Arbitration shall decide each dispute in accordance with term of the contract and give a reasoned award

**7) Force Majeure Condition or Unforeseen events:**

- a. 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). Such events may include, but are not restricted to, acts of the government in its sovereign capacity, wars or revolutions, riots, labour and industrial disputes, fires, floods, riots, epidemics, quarantine restrictions and freight embargoes. Other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Vendor only
- b. In case a Force Majeure situation arises, the Vendor shall immediately notify LIC of India in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the implementation of the agreement. The Vendor 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 Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.
- d. If non-performance or diminished performance by the Affected Party due to the circumstances as per 8.b above continues for a period of more than 30 consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice.
- e. 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 termination of the contract.

#### **8) Limitation of liability:**

Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, patent, trademark, copy right or industrial Design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC ,both parties shall not be liable, whether in contract, tort or otherwise, for any indirect or consequential loss or 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 the Corporation 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.

#### **9) Confidentiality:**

The contents of this RFP and the supporting documentation are confidential to the corporation and are provided solely for the purpose of response to the RFP. The bidder shall not, without the written permission of LIC make any public statements in relation to the details of contract or the awarding of any subsequent order or contract to the bidder.

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 person 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.

The vendor including but not limited to its personnel, agents and associates, is bound by the conditions of the Non-Disclosure Agreement submitted by the vendor in response to the RFP. The vendor to use the information only for serving LIC's interest and restrict disclosure of information solely to their employees on a need to know basis in order to accomplish the purpose stated in this RFP.

**10) Copyright Violation and Patent Rights:**

The vendor shall undertake to indemnify LIC in respect of all claims arising out of violation of any Patents or Copyrights Intellectual Property Rights, losses attributable to the Vendor's negligence or willful default in performance or non-performance under the contract in the course of discharging their obligations under the Contract.

Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC.

**11) Fraud and Corrupt Practices:**

The bidder/vendor, agents, advisors, their employees and representatives shall observe the highest standard of ethics at all times (pre and post the RFP process). Notwithstanding anything to the contrary contained in this RFP, LIC shall reject a Bid or terminate the contract without being liable in any manner whatsoever to the bidder/vendor, if it determines that the bidder/vendor has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable / restrictive practice (collectively the "Prohibited Practices") at any time. In such an event, LIC shall, without prejudice to its any other rights or remedies, forfeit in part or full the EMD / PBG, as the case may be for, inter alia, time, cost and effort of LIC, with regard to the RFP, including consideration and evaluation of such Bids and such Bidder/Vendor may not be allowed to participate in any RFP issued by LIC during a period of two years from the date such bidder/vendor is found by LIC to have directly or through an agent, engaged or indulged in corrupt / fraudulent / coercive / undesirable / restrictive practice, as the case may be. Without prejudice to the rights of LIC under Clause above and the rights and remedies which the Life Insurance Corporation of India may have under the Letter of Intent (LOI) or the Agreement, if Bidder, as the case may be, is found by LIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by LIC during a period of 3 years from the date such Bidder, as the case may be, is found by LIC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

- (a) **"Corrupt practice"** means
  - i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of LIC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of LIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process);or
  - ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical adviser of LIC in relation to any matter concerning the Project;
- (b) **"Fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, suppression of facts in order to influence the Selection Process or violation of statutory requirements/regulations etc.
- (c) **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's

- participation or action in the Selection Process;
- (d) **“Undesirable practice”** means
- (i) establishing contact with any person connected with or employed or engaged by LIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **12) Ambiguities within the Document:**

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

- i. apart from the clauses where specifically mentioned all other terms and conditions of the RFP are applicable.
- ii. 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;
- iii. 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
- iv. as between any value written in numerals and that in words, the value in words shall prevail.

## **13) Conflict of interest:**

### **1) Conflict of Interest General Conditions:**

- (a) Bidder shall not have a conflict of interest that may affect the Selection Process. Any bidder found to have a conflict of Interest shall be disqualified. In the event of disqualification, LIC shall forfeit and appropriate the EMD/PBG, if available, as mutually agreed genuine pre-estimated compensation and damages payable to LIC for, inter alia, the time, cost and effort of LIC including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to LIC hereunder or otherwise.
- (b) LIC requires that the Bidder provides professional, objective, and impartial services and at all times hold LIC's interest's paramount, avoid conflict with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other projects or contracts, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC.
- (c) Without limiting the generality of the above, bidder shall be deemed to have a conflict of Interest affecting the Selection Process, if:
  - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
  - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the bid of either or each of the other Bidder; or there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to LIC for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.

### **2) Warranty that there is no conflict of interest:**

The Vendor will warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the contract no conflict of interest exists or is likely to arise in the performance of its obligations under the contract. A Vendor will not have a conflict of interest that may affect the Services.

### **3) Notification of a conflict of interest:**

The Vendor shall make a disclosure to LIC as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days and any breach of this obligation of disclosure shall be construed as Conflict of Interest. LIC shall, upon being notified by the Vendor under this Clause, decide whether it wishes to terminate this Services or otherwise, and convey its decision to the Vendor within a period not exceeding 15 (fifteen) days

## **14) Indemnity:**

- (1) Subject to Clause (2) below, Vendor will undertake to indemnify LIC from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, Corporation or other entity (including LIC) attributable to the Vendor's negligence or willful default in performance or non-performance under the contract. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, Indian Patents or trade secret of any third party, the Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:

- i. LIC's misuse or modification of the Service;
- ii. LIC's failure to use corrections or enhancements made available by the Vendor;
- iii. LIC's use of the Service in combination with any product or information not owned or developed by the Vendor;
- iv. LIC's distribution, marketing or use of the Service for the benefit of third parties; or
- v. Information, direction, specification or materials provided by LIC or any third party contracted to it. If any Service is or is likely to be held to be infringing, Vendor will at its expense and option either:
  - Procure the right for LIC to continue using it;
  - Replace it with a non-infringing equivalent; or
  - Modify it to make it non-infringing.

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

- (2) The indemnities set out in Clause 1 above shall be subject to the following conditions:
  - i. LIC, as promptly as practicable, informs the Vendor in writing, of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - ii. LIC will, at the cost of the Vendor, give the Vendor all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;
  - iii. if the Vendor does not assume full control over the Defence of a claim as provided in this Article, the Vendor may participate in such Defence at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the vendor;
  - iv. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Vendor;
  - v. All settlements of claims subject to indemnification under this Clause will:
    - be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the



- Indemnified Party from the claimant or plaintiff or all liability in respect of such claim; and
  - include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vi.** LIC will account to the Vendor for all awards, settlements, damages and costs (if any) finally awarded in favour of LIC which are to be paid to it in connection with any such claim or proceedings;
- vii.** LIC will take steps that the Vendor may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii.** In the event that the Vendor is obligated to indemnify LIC pursuant to this Clause, the Vendor will, upon payment of such Indemnity in full, be subrogated to all rights and defenses of LIC with respect to the claims to which such indemnification relates; and
- ix.** If a Party makes a claim under the indemnity set out under this Clause 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).

### **15) Rights reserved by LIC:**

- i.** If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC reserves the right to debar the Bidder from participating in future RFPs floated for a period decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.
- ii.** LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFPs, at any time prior to award of agreement without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s). Reasons for cancellation will be determined by LIC at its sole discretion.
- iii.** LIC reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.
- iv.** LIC reserves the right to verify the validity of bid information, and to reject any bid/quotation where the same appears to be incorrect, inaccurate or inappropriate in the Corporation's estimation.
- v.** Bids not conforming to the requirements of the RFP may not be considered. LIC reserves the right, at any time, to waive any of the requirements of the RFP, at its sole discretion and in the best interest of the Corporation. However, this will be done before opening of the commercial bid(s).
- vi.** Further, the Corporation shall have the right to cancel the RFP process at any time without assigning any reason, prior to finalization of the contract, without thereby incurring any liability to the affected bidder or bidders. Reasons for cancellation will be determined by the Corporation at its sole discretion.
- vii.** LIC may call for any additional information/document by way of clarification before the finalization of this tender process.
- viii.** Procurement of any resources/services/components outside this tender.
- ix.** There may be certain unforeseen issues. LIC will decide these issues based on merits of each case. The decision taken by LIC will be final and binding on all the bidders/ selected vendor.
- x.** LIC may terminate the agreement if it determines at any time that the vendors or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the agreement, even if the concerned Vendors have taken timely and appropriate action satisfactory to the LIC to remedy the situation.

### **16) Contract Period**

Unless terminated in accordance with the terms and conditions of this RFP, the duration of the Contract Period will be five years from date of signing of contract between LIC and the selected Bidder extendable by a further period of two years

(renewable annually based on the performance of the vendor) on the same terms and conditions at LIC's discretion.

## **17) General obligations of the parties**

The Selected vendor will, at all times:

- a. Act reasonably in performing its obligations;
- b. Diligently perform its respective obligations ;and
- c. Work together with LIC in a collaborative manner.

### **17.1) Obligations of the selected vendor**

- a. 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, leading practice and guidelines;
  - iii. Using the Specified Personnel;
  - iv. In accordance with all applicable Laws;
  - v. In accordance with any reasonable directions, in relation to the Services to be provided by the Vendor, given by LIC from time to time; so as to meet the timelines and other service requirements, and where no timelines or requirements are specified, promptly and without delay;
- b. The Vendor will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- c. 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.
- d. 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.

## **18) Warranties**

The Vendor will have to represent and warrant that:

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

## **19) Access to LIC's premises**

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

## **20) Conduct at LIC's premises**

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

## **21) Subcontracting**

The Vendor will not be allowed to subcontract any portions of the scope of this RFP to any other party.

## 22) Documentation

### 22.1 Provision of Documentation

The Vendor will provide LIC the comprehensive and complete documentation as specified in the Scope of Work in the format and at the times specified in the Scope of Work.

### 22.2 Documentation requirements

The documentation provided from time to time must:

- a. Be current and accurate;
- b. Adequately explain key terms and symbols ;and
- c. Be in English.

## 23) Varying the Services

### 23.1 Variations proposed by LIC

LIC reserves the right to initiate any change in the scope of contract. Vendors must factor in a maximum of 10% scope changes within the services cost to be quoted in the commercial bid. Any change in the scope beyond this 10% will be informed to the vendor in writing. If LIC wants to vary the Services:

- a. LIC will request the Vendor in writing setting out the proposed variations;
- b. within 15 days after receiving LIC's request or within another period mutually agreed, the Vendor must respond in writing to LIC specifying what impact those variations will have on:
  - i. the Service Charges ;the Services or Deliverables, including any particular Deliverable;
  - ii. the Vendor's ability to perform its obligations under current Contract (including its ability to meet timelines) and with respect to the change of scope proposed;
- c. Within 15 days after receiving the Vendor's response, or within another period mutually agreed, LIC will give the Vendor a written notice accepting or rejecting the response.
- d. The contract may be varied only in writing signed by each party.

### 23.2 Effective date of variation

Any variation in the services will take effect from the date on which the parties execute a Change Order. In such a case, the Contract will be amended to give effect to the Change Order.

### 23.3 Change Order

- a. If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the vendor for adjustment under this clause will be asserted within fifteen (15) days from the date of the vendor's receipt of LIC's change order.
- b. It should be understood that payment under this clause will be made only if Change orders are exercised, approved and delivered.

### 23.4 Change Requests

The following would constitute a Change request:

- a. Any work which has not been specifically mentioned in the scope of work of the RFP, the annexure and the pre-bid queries
- b. Any changes in the deliverables post approval by LIC.

In such a case, the additional effort estimated by the vendor and its costs would be discussed and finalized in discussions with the vendor. The basis of this cost would be as quoted by the vendor in the **Annexure IX** -Indicative Commercial Bid.

It should be understood that payment under this clause will be made only if Change requests are exercised, approved and delivered.

### **23.5 Contract Amendments**

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both LIC and the vendors.

Any changes in law, taxes and policies shall be governed through the provision of this RFP.

### **24) Co-operation with Personnel and entities interacting with LIC**

The Vendor, will, in the performance of the Services:

- a. Fully co-operate with LIC's Personnel and any other entity interacting with LIC; and
- b. Use its best efforts to coordinate 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.

### **25) Change in Constitution**

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

### **26) Monitoring progress**

#### **26.1 Progress meetings**

Regular review meeting will be held between the vendor and LIC to discuss any issues in relation to the provision of the Services. The frequency of such progress meeting will be fortnightly during the implementation phase, monthly during next six months and quarterly thereafter unless any other frequency is agreed to by LIC in writing.

#### **26.2 Reporting**

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

#### **26.3 Assessment of Services**

Each element of the Services is subject to assessment by LIC against the relevant Performance Criteria.

#### **26.4 Notice of non-compliant Services**

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

#### **26.5 Rectification of non-compliant Services**

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

- a. Take all necessary steps to ensure that the Services are promptly corrected;
- b. Give notice to LIC when the Services have been corrected; and
- c. Allow LIC to repeat the assessment of all or part of the Services against the specifications, within five Business Days after the date of the notice or such other time as agreed mutually in writing.

### **27) Intellectual Property Rights**

#### **27.1 Third Party Material**

The successful bidder must have ownership or obtain all necessary copyright and other Intellectual Property Right permissions before making any Third Party Material

available as Auxiliary Material for the purpose of performance of services under this RFP and resulting contract.

## **27.2 LIC ownership of Intellectual Property Rights in Contract Material**

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

## **27.3 Responsibility of the successful bidder**

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

## **27.4 Liability of the successful bidder**

The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project.

The liability of the successful bidder, regardless of the nature of the action giving rise to such liability and in case of claims against the LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

## **27.5 IPR Warranty**

The Vendor will warrant that:

- a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- b. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 28.

Rights in Successful Bidder's Pre-existing IPR

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

## **27.6 Remedy for breach of warranty**

If a third party lays a claim for any partial or full ownership of any software or its components supplied by the bidder, which jeopardize, disrupt or endanger the LIC's right of uninterrupted use of the software, the bidder shall at no cost whatsoever to the LIC, (i) regularize the license so that the LIC may continue to use the software in accordance with the terms set out in the RFP and any subsequent Agreement, or (ii) modify the software without affecting the performance or functional aspects of the software in any manner, to avoid the infringement claim, or (iii) replace the software with an alternate, non-controversial and non-infringing product, without compromising the quality and functionality of the software to be replaced.

The Vendor will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising

from use of the Vendor's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC.

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

### **27.7 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, the Vendor will act expeditiously to extinguish such claim. If the Vendor fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Vendor will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Vendor of such claim, if it is made, without delay as when received.

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

## **28) Moral Right**

### **28.1 Obtaining consents**

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

- Limitation Use its best endeavors 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.

### **28.2 Specified Acts**

In this clause, Specified Acts means:

- a. Falsely attributing 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.

## **29) Confidentiality and privacy**

### **29.1 Confidential Information not to be disclosed**

- a. 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 person 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.
- b. The vendor including but not limited to its personnel, agents and associates, is bound by the conditions of the Non-Disclosure Agreement submitted by the

- vendor in response to the RFP as per Annexure VII NDA.
- c. During the execution of the project, the vendor will have access to confidential information of LIC such as servers, applications, network design, architecture etc. The vendor shall use the same degree of care to maintain the confidentiality of the information as if the information is its own and shall not disclose information at any point of time to any other person/third party the information so received. The vendor will:
  - d. Use the information only for serving LIC's interest and restrict disclosure of information solely to their employees on a need to know basis in order to accomplish the purpose stated in this RFP,
  - e. Advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to honour these obligations.
  - f. The vendor will treat as confidential all data and information about LIC, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of LIC.
  - g. Violation of NDA will lead to forfeiture of performance Bank guarantee and will additionally lead to legal action and blacklisting.

### **29.2 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:

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

### **29.3 Obligations on disclosure**

Where a party discloses Confidential Information to another person:

- a. Pursuant to clauses a) and b) of 31.2 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
- b. Pursuant to clauses c) and d) of 31.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

### **29.4 Additional confidential information**

- a. 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.
- b. 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.

### **29.5 Period of confidentiality**

The obligations under this clause will continue, notwithstanding the expiry or

termination of the contract for:

- a. Any item of information, for the contract period and one year thereafter; and
- b. 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.

### **30) Protection of personal information**

#### **30.1 Application of the clause**

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

#### **30.2 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.

### **31) Security**

#### **31.1 Compliance with LIC requirements**

The Vendor will ensure that its Personnel comply with:

- a. All relevant security and other requirements specified in LIC's Information Security Policy;
- b. Any other security procedures or requirements notified, in writing, by LIC to the Vendor. The Vendor must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.
- c. Any regulatory guidelines about IT security issued by Regulator.

#### **31.2 Security clearance**

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

#### **31.3 Removal of LIC Data**

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

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

### **32) Books and records**

#### **32.1 Vendor to keep books and records**

The Vendor will:

- a. Keep adequate books and records, in accordance with Indian Accounting Standards, in sufficient detail, to enable the amounts payable by LIC under the contract to be determined;
- b. Also maintain and retain books and records as mandated by any other law and the same would be made available to LIC

#### **32.2 Costs**

The Vendor will bear the costs of complying with the clause 34.

### **33) Dispute Resolution**

#### **33.1 Reconciliation Process**

- a. 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.
- b. Parties agree that neither party shall be entitled for any pre-reference or



pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

### **33.2 Notification**

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

### **33.3 Parties to resolve Dispute**

During the 30 days after a notice is given under clause 36.2 (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, any such dispute or difference whatsoever arising between the parties to the contract out of or relating to the construction, meaning, scope, operation or effect of the contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction of Mumbai High Court only. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Mumbai only. No interest will accrue on any amount during the arbitration proceedings. Any legal dispute will come under the sole jurisdiction of Mumbai High Court only.

### **33.4 Confidentiality**

Any information or documents disclosed by a party under the clause 36:

- a. Must be kept confidential; and
- b. May only be used to attempt to resolve the Dispute.

### **33.5 Costs**

Each party to a Dispute must pay its own costs of complying with the clause 35. The parties to the Dispute must equally pay the costs of the arbitrator.

### **33.6 Termination of process**

A party to a Dispute may terminate the dispute resolution process by giving notice to the other party after it has complied with the provision of the clause 35. Clauses 35.4 and 35.5 survive termination of the dispute resolution process.

### **33.7 Breach of this clause**

If a party to a Dispute breaches provision of the clause 35, the other party does not have to comply with those clauses in relation to the Dispute.

## **34) Termination**

### **34.1 Right to terminate**

If Vendor fails to comply with the contractual obligations 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 by giving the Vendor written notice of 90 days.

### **34.2 Termination and reduction for convenience**

- a. LIC may, at any time, by a prior written notice of 30 days, **terminate** the contract or reduce the scope of the Services.
- b. On receipt of a notice of termination or reduction of scope, the Vendor must stop work as specified in the notice; take all available steps to minimize loss resulting

- from that termination and to protect LIC Material and Contract Material; and continue work on any part of the Services not affected by the notice.
- c. If the contract is terminated under the contract, LIC is liable to make payment only for 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) above for an amount which would, in addition to any amounts paid or due, or becoming due, to the Vendor under the contract, exceed the total Service Charges payable under the contract. The Vendor is not entitled to compensation for loss of prospective profits.

### **34.3 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 Vendor, terminate the Contract in whole or part if the Vendor fails to deliver any or all of the resources/services within the period(s) specified in Scope of Work of the RFP, or if the Vendor fails to perform any other obligation(s) under the 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, and the Vendor shall be liable to LIC for any excess costs for such similar resources or Services. However, the Vendor shall continue the performance of the Contract to the extent not terminated.

### **34.4 Termination for Insolvency**

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

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

### **34.5 After termination**

On termination of the contract the Vendor must:

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

### **34.6 Survival**

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

- a. Intellectual Property Rights;
- b. Indemnity;
- c. Confidentiality and privacy;
- d. Protection of personal information;
- e. Security;
- f. Knowledge transfer
- g. Warranty
- h. Audit and access

### **34.7 Severability**

If for any reason whatsoever, 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

closely as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

#### **34.8 Termination does not affect accrued rights**

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

#### **34.9 Consequences of Termination of the Selected Bidder:**

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

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

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

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

#### **34.10 Business continuity beyond contract period**

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

#### **34.11 Knowledge transfer**

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

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

### **35) Notices and other communications**

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

#### **35.1 Service of notices**

A Notice must be:

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

<p align="center"><b>LIC's Address for RFP specific Technical notices</b></p> <p align="center">Executive Director (IT/DT) LIC of India, Central Office, 3rd Floor, "Jeevan Sev aAnnexe", Santacruz (W), S. V. Road, Mumbai – 400054</p>
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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.

### **35.2 Effective on receipt**

A Notice given in accordance with the contract takes effect when it is acknowledged to be received at the respective addresses mentioned above. The notice will be taken to be received:

- a. If hand delivered or by email, on delivery;
- b. 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);

## **36) Miscellaneous**

### **36.1 Varying the Contract**

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

### **36.2 Approvals and consents**

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

### **36.3 Assignment and novation**

A party must not assign its rights or novelties rights and obligations under the contract.

### **36.4 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.

### **36.5 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.

### **36.6 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 be able to bind or represent the other party.
- b. The contract does not create a relationship of employment, agency or partnership between the parties.

### **36.7 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.

### **36.8 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 specified in Contract Details and hence, any legal dispute will come under the jurisdiction of Mumbai High Court only.

### **39. Right to Audit**

The selected Bidder may be subject to annual audit by internal/ external Auditors appointed by LIC/IRDDAI or any regulatory authority.

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

(ii)Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by LIC or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to LIC regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed. All costs for such audit shall be borne by the service provider/vendor.

iii. Service Provider further agrees that whenever required by LIC, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the LIC/ IRDAI and or any regulatory authority required for conducting the audit.

LIC reserves the right to call and/or retain for any relevant material Information/reports including audit or review reports undertaken by the Service Provider (e.g. financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to LIC.

### **40. Digital Personal DATA Protection Act, 2023:**

The Vendor will adhere to the digital Personal DATA Protection Act, 2023 as amended from time to time as applicable and rules published by Government of India and applicable sections of IRDAI Guidelines on Information Security for Insurers.

## Section-E: SCOPE OF WORK

The scope of work includes understanding the requirement, and providing support/configuration/ change in configuration to suit the need of the location/time/link/network equipment provided for AMC at various locations identified by LIC. The bidder has to provide support for the items provided under this RFP for a period of five years further extendable by two years(renewable annually based on the performance of the vendor) at LIC's discretion. This is not an all-inclusive list. The Vendor is expected to provide the end to end solution and is expected to absorb cost of other services, if any, not particularly listed below.

### 1. The following are covered under Scope of Work for this RFP

- i. The current network architecture of LIC comprises of MPLS/ Leased Links procured from BSNL/MTNL/Airtel/Other TSP. The restructured network architecture of LIC comprises of links procured from BSNL/MTNL and MPLS links from M/s Bharti Airtel ltd. /other TSP. The vendor will be responsible for the First Level Troubleshooting of all incidents/faults/network disruptions and segregation of calls/tickets as to whether the incident is attributable to any network equipment malfunctioning/ power issues/ BSNL/MTNL/ Airtel/Other TSP related issues and updating the same in the Network Monitoring Solution of LIC. Details of all faults with duration-wise details/classification and clearances to be shared with LIC.
- ii. The Vendor will be responsible for the monitoring, management and configuration of all Network Devices, already installed and devices which will be added during the contract period at all LIC locations.
- iii. **On-site support (Facility management)**  
As part of On-site support, the vendor should post suitable and qualified onsite resources as per details given below. The vendor will have to submit the Curriculum Vitae (CV) of the proposed network resources matching the qualification criteria as defined in this RFP.

Location	L1 Resource	L2 Resource	L3 Resource	Total
<b>Central Office- Mumbai</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>6</b>
<b>Zonal Offices</b>				
North Zone -Delhi	3			
East Zone -Kolkata	3			
West Zone -Mumbai	2			
South Zone - Chennai	2			
South Central Zone - Hyderabad	3			
North Central Zone - Kanpur	2			
Central Zone - Bhopal	2			
East Central Zone -Patna	2			
Co-Lo Bhubaneswar	1			
Bangalore- FDR	1			
Total for Zones	<b>21</b>			
<b>Grand Total</b>	<b>24</b>	<b>2</b>	<b>1</b>	<b>27</b>

- iv. The vendor will be responsible for the end-to-end maintenance of all network equipment, including routers and switches, across all LIC locations. This includes configuration, troubleshooting, repair, and replacement of equipment in case of

damage, as well as providing a comprehensive Annual Maintenance Contract (AMC). Currently, LIC uses Cisco routers at its Data Centres and a combination of Cisco and HPE routers at other locations. Cisco Nexus switches are deployed at the Data Centres, while Cisco, HPE Aruba, and HFCL switches are used at various other sites. The existing network infrastructure comprises approximately **3,600 routers** and **8,800 switches**. While some of this equipment is currently under warranty, a list of equipment not covered under warranty will be shared with the vendor at the start of each quarter. AMC payments will be made only for the equipment specified in this list. The vendor must ensure timely and efficient support, including necessary coordination with Original Equipment Manufacturers (OEMs), to maintain uninterrupted network operations across all LIC offices.

- v. One or more of the resources earmarked for Zonal Offices may be posted at locations other than the respective Zonal headquarters such as Ahmedabad, Pune, Bengaluru, Guwahati, Thiruvananthapuram, etc. as per LIC's requirement.
- vi. The On-site resource/s will be responsible for proactive monitoring of network infrastructure for all LIC Offices with the help of tools already installed in LIC. The onsite support will be responsible for day-to-day maintenance, configuration changes, trouble-shooting, follow-up/ coordination with various stake-holders for early resolution of problem etc. and keeping LIC's network up and running.
- vii. Wherever redundancy is provided by LIC, all the networking equipment/ components, etc. should be configured for high availability with no single point of failure.
- viii. Vendor has to do end-to-end configuration of network devices, designing, implementation and customization of network level policies as per LIC's requirements including migration of routing protocols.
- ix. The Vendor shall conduct a study of LIC's existing network (including but not limited to IP schema, router configuration, equipment capacity, GetVPN/IPSec encryption, routing protocols etc.) of the Network Devices under Scope of Work mentioned in this RFP (Design and Architecture of existing network including DC, DRS, other offices LAN infrastructure) for smooth operation, management of the existing network, integration with other network and further expansion of network. The Vendor will submit a report of the study with future requirements and up gradations along with proper justification. The report should contain the recommendation as per best standard industry practice while considering scalability as well as provisioning of future requirements including bandwidth/device requirement of various applications. This work/report should be completed within three months from the date of order placed to the vendor.
- x. The vendor has to provide end to end support to the equipment (including cards, cords etc.) provided for AMC under the RFP.
- xi. The vendor should be responsible to take the back up of network devices and should facilitate DR activity whenever required.
- xii. Other than the above mentioned equipment the vendor has to give the network support for the equipment such as IP phones which are not mentioned hereinabove. The scope of the vendor includes configuration and basic troubleshooting.
- xiii. The Vendor will be responsible for latest operating system, IOS upgrade & up-to-date patching of all network devices installed at LIC's Locations at no extra cost to LIC. A quarterly report in this regard will be submitted by the Vendor.
- xiv. Vendor shall specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards, physical ports, UPS, environmental conditions etc.

- xv.** Network Structured Cabling will be arranged by LIC through Third party. Vendor shall coordinate with Cabling vendor and whenever required, will verify his work and suggest remedial action, if any.
- xvi.** Vendor has to act as technical-advisor for evaluation of new technologies, routing-protocols/ migration in LIC, suggest best & cost-effective & feasible mode of connectivity etc. if required by LIC. Necessary resources (including Level-3 expert support) have to be supplied by vendor for technical assistance along with the detailed documentations etc. No additional cost will be payable by LIC for such events.
- xvii.** Vendor has to impart networking training to LIC officials at LIC's Centres once in a calendar year on existing as well as new technologies.
- xviii.** Troubleshooting of any link related issues in liaison with ISPs.
- xix.** The Vendor will also be responsible for the modification in the configuration of network devices as per LIC's requirement and as per best practices. The vendor will also configure the security configuration on the Network devices as per requirement of the LIC.
- xx.** During the contract period, LIC may add/delete/replace more number of applications, security policies etc. Accordingly, the Vendor shall carry out necessary configuration changes (if required) as advised by the LIC from time to time.
- xxi.** The Vendor will be required to make necessary modifications to improve the network monitoring, management, device configurations, traffic management, network latency, load balancing, bandwidth utilization, etc. in a cost-effective manner as advised by the LIC from time to time.
- xxii.** The Vendor will be responsible for preparation and maintaining up-to-date HLD and LLD Network Diagrams of all locations. The LLD of Data Centre should consist of active ports, protocols and services in routers and switches. Application-wise network diagrams will also be prepared and maintained by the vendor. All the network diagrams of LIC will be prepared as per the requirement of LIC. The diagram must be updated immediately after any change in the Network, i.e. addition of any new devices, change in flow of the data etc. Network diagrams will be reviewed by the vendor once in a quarter in consultation with LIC.
- xxiii.** The Vendor will maintain the IP Schema of LIC. The Vendor shall provide the updated IP Schema upon the opening of any new location, or the installation of new devices, as per the requirements of LIC. Furthermore, if in the future there is a transition from IPv4 to IPv6, either fully or in part, the Vendor shall be responsible for updating and maintaining the IP Schema accordingly, ensuring compatibility and compliance with LIC's networking standards and security policies.
- xxiv.** The Vendor will review the Network configuration of DC/DRS every quarter and submit recommendations for improvement in the performance, security, optimization of resources and stability in the network.
- xxv.** The Vendor will track problems and recommend solutions to LIC. Further, the Vendor will keep and build a knowledge base for the problems occurred and the implemented solutions to resolve the problems.
- xxvi.** The Vendor will also study and implement the configuration, to have readiness for sudden DR drill with less involvement of 3rd party service provider or other vendors.
- xxvii.** The Vendor will implement or modify the configuration of the Network devices as per observations/advisories of LIC's appointed auditors, government agencies, Government regulators, or any other advice as and when required by LIC. LIC also receives alerts from CERT-in and the integrated SOC solution of LIC; the same is to be monitored properly, and adequate steps for prevention of any attack must be taken in consultation with LIC's team.



- xxviii.** The Vendor's team has to ensure that unwanted services and ports have been disabled on the respective networking devices.
- xxix.** All the networking devices should be managed through secured channels, e.g. SSH v2 & above, as per LIC's recommendations.
- xxx.** The Vendor's team has to implement user-level access control for network user IDs accessing the network devices using the centralized authentication system in use. The vendor will also ensure that all network devices are integrated with the centralized authentication system.
- xxxi.** The Vendor will be responsible for configuration, management, and maintenance of NTP devices installed in LIC or to be installed in the future in LIC.
- xxxii.** The management traffic and data traffic in DC/DRS is to be ensured to be segregated, and the vendor must suggest mechanisms keeping in view LIC's information security aspects.
- xxxiii.** The Vendor shall be responsible for providing network device security features like MAC binding and port blocking. These features would be implemented as per LIC's access control policy.
- xxxiv.** The Vendor should be able to analyse the problems identified in the network, perform root cause analysis, troubleshoot network issues, and locate network breaches among captured network packets. The Vendor shall also analyse whether the application slowness is on account of abnormality of Network parameters (e.g. high latency, bandwidth utilization, CPU utilization of network devices) and take necessary steps to resolve the slowness issue immediately.
- xxxv.** The Vendor shall provide technical expertise at the site to resolve any type of network problem, e.g. Service Provider's exchange/POP problem, local lead problem, power problem, etc., for smooth operation of LIC applications.
- xxxvi.** In case there is a cost incurred to LIC due to wrong configuration of network equipment at any location, the same will be borne by the Vendor.
- xxxvii.** The Vendor shall ensure that in case of failure of the primary link, traffic is automatically routed through the backup link. Upon restoration of the primary link, traffic should automatically switch back. LIC may require primary and backup links to run in Active-Active mode irrespective of service providers and media. The Vendor may also be required to run some applications through specific links where dual media is available and raise CRFs or lodge tickets as per the escalation matrix.
- xxxviii.** In scenarios where DC & DRS location of 3rd party has been connected to LIC's DC & DRS, and there is an issue at the 3rd party's DC, the vendor must ensure to reroute LIC's DC traffic to the 3rd party's DRS location or vice versa as required.
- xxxix.** LIC may implement new applications over the network. The Vendor shall assist in implementing such applications by preparing a plan, identifying network equipment specifications, and estimating the bandwidth requirement after discussion with the application owner, for integration.
- xl.** Any 3rd party integration is to be carried out by the Vendor in consultation with LIC's team.
- xli.** The Vendor may be required to provide technical inputs for preparing RFPs for future networking requirements. The Vendor shall also provide technical details to be incorporated into the RFP and necessary consultation for the same.
- xl ii.** The Vendor shall be responsible for raising and following up on TAC (Technical Assistance Centre) support cases with OEMs or service providers, as and when required, to resolve hardware/software/network issues. The vendor must ensure timely escalation, regular updates to LIC, and resolution of issues within defined SLAs. Documentation of all TAC cases, including problem description, case ID, resolution steps, and closure status, must be maintained and shared with LIC on a regular basis.

- xliii.** The vendor should provide escalation matrix within 1 month and should update on a regular basis
- xliv.** The vendor will also maintain complete up-to date inventory of the network equipment and link across all LIC locations.
- xlv.** The vendor must demonstrate the ability to implement and support AI/ML powered solutions for proactive network monitoring, anomaly detection, predictive maintenance, automated traffic management etc. to enhance performance, reduce downtime and improve operational efficiency.
- xlvi.** The vendor is expected to provide timely on-site visits to affected locations to ensure rapid resolution and minimize operational impact.
- xlvii.** On-site resources should be provided with laptops which must be regularly hardened to ensure security compliance.
- xlviii.** Background checks must be completed before appointing onsite resources. Corresponding certification must be provided to LIC upon request.
- xliv.** The Onsite resources should be available for troubleshooting outside standard working hours, using the VPN access provided to them for remote support.
  - i.** The vendor should conduct training and awareness programs for its resources to ensure continuous knowledge enhancement.
  - ii.** The vendor should be able to configure and maintain the network route-reflector, so as to maintain redundancy in networking infra.
  - iii.** The vendor should be able to configure and maintain the Policy based routing, so as to increase the network productivity.
  - liii.** Monitor tickets related to network of NMS solutions & closure as per SLA.
  - liv.** The vendor should have expertise in dealing with matters related to configuration and maintenance of SD-WAN technologies

**(Note:** The scope of work outlined above is indicative and not exhaustive. The vendor shall be responsible for undertaking all activities necessary for the smooth and uninterrupted functioning of LIC's network operations, including but not limited to routine maintenance, troubleshooting, upgrades and emergency response, as and when required by LIC.)

## **2. Service-Delivery/ Project Manager:**

The selected vendor must deploy a full-time Service Delivery Manager (SDM) / Project Manager for the project. The details of the SDM must be communicated in writing to LIC within two weeks of receiving the Purchase Order. The SDM shall be stationed onsite at LIC Central Office - IT Department (Vile Parle) for the first six months of the project, and thereafter, must be present onsite once every week. The SDM will serve as the single point of contact (SPOC) for all matters related to project execution and must be available on call throughout the project duration.

### **Qualification and Experience of Service Delivery Manager**

- a. Minimum 3 years of experience in deployment and management of large networks.
- b. Must have thorough knowledge of Service Delivery processes.
- c. Experience of handling/managing teams (Minimum 5 reportees).

### **Functions of Service Delivery/ Project Manager**

- a. Act as a Single Point of Contact (SPOC) for the entire project

- b. Responsibility for the entire execution & management of the project after receipt of purchase order
- c. Coordination for maintenance of network equipment, oversee functioning/monitoring of L1, L2 & L3 Engineers posted across various offices of the Corporation.
- d. Call flow management, Quality Service Delivery
- e. Overall monitoring and management of the project
- f. Reviewing the team progress & providing Roadmap for development.
- g. Submission of periodical Reviews and reports required by LIC
- h. Managing & Monitoring daily team SLA adherence for daily operations.
- i. Driving Project Plan & getting implementation document prepared from the team.
- j. Implementation of the project within targeted dates.
- k. Monitoring network engineers'/on-site resources performance and ensuring system availability and reliability
- l. Crisis management and Emergency response procedures.
- m. It is mandatory for the concerned Service-Delivery Manager to have structured meeting with the Secretary (IT/DT)/Dy. Secretary (IT/DT)/Asst. Secretary (IT/DT), Network Section of Central Office. The frequency of such meeting will be fortnightly during the implementation phase, monthly during next six months and quarterly thereafter unless any other frequency is agreed to by LIC.

### **3. On-site support (Facility management)**

As part of On-site support, the vendor should post suitable and qualified onsite resources as per details given below. The vendor will have to submit the Curriculum Vitae (CV) of the proposed network resources matching the qualification criteria as defined in this RFP.

#### **A. L1 Resources**

##### **Qualification and experience of L1 Resources**

1. BE/B.Tech/Diploma in Engg. or MCA/BSc-IT/BSc-Computers with valid CCNA or equivalent certification in Routing and Switching.
2. Should be on roll of the vendor as on the date of his/her deployment to LIC.
3. Should have worked in organizations having more than 100 offices or in Tier-3 data centres.
4. Should have working experience of minimum one year and expertise in routers, switches and other networking equipment.

##### **Functions/duties of L1 Resources**

1. First level trouble-shooting of all network issues
2. Every incident has to be attended by L1 Engineers and basic trouble shooting should be done within one hour from the receipt of the ticket either through mail/SMS/telephone call/NMS Tool.
3. Day-to-day maintenance of all network equipment etc. as per SLA.
4. Configuration, monitoring and basic trouble shooting of all types of Network links within LIC.
5. Identify issue in LAN/IP-Telephony etc. and assist in its resolution.
6. Network equipment installation at the locations where Network Engineers are based, if required.
7. Manage Network equipment configuration
8. Trouble shooting and debugging of problems, if any
9. Changes in configuration on the Network devices
10. Monitoring of QOS performance
11. Liaisons with the field personnel/channel partners/service-providers for prompt resolution of problems and ensure best site-uptimes and net-uptimes.
12. Liasoning with the LIC-users for prompt resolution of problems
13. The L1 should be placed at LIC premises during LIC's office hours. However, the hours may be extended whenever required.

14. If the performance is not up to the mark, the Personnel may have to be changed, if LIC so requests.
15. The L1 should be able to monitor and troubleshoot the network issues faced in Data Centers.
16. Ability to perform the activities for various links such as ticket lodging, generation of reports from NMS, call handling, ticket tracking etc.

## **B. L2- Engineers**

### **Qualification and experience of L2 Resource -**

1. B.E/ B.Tech/MCA/MSc-IT with valid CCNP or equivalent certification in Routing and Switching with minimum 3 years' experience of working on WAN (out of which minimum 1 years post CCNP certification experience is required).

#### **OR**

Diploma in Engg. with CCNP certification with minimum 5 years' experience of working on WAN (out of which minimum 2 years post CCNP certification experience is required).

2. Should be on roll of the Vendor as on the date of his/her deployment to LIC.
3. Should have working experience and expertise in routers, switches, SDN(Software defined networking), SD-WAN, QoS design, IPSec, ACLs, Cisco-ISE TACACS etc. and other networking equipment.
4. Should have at least 2 years' experience of handling large networks of any organizations having more than 2000 network nodes.
5. The L2 engineer should be well versed with various routing protocols like BGP, EIGRP, OSPF etc.
6. He/she should have good knowledge of layer-4 protocols like TCP and UDP also.

### **Duties/functions of L2 Resource-**

1. Technical aspect of project implementation and running of the entire network.
2. Network troubleshooting and guide for resolution of the problem.
3. Configuration and trouble shooting of all types of WAN-links.
4. Network Changes – vetting changes in existing routers/switch/SLB configurations etc.
5. Maintain, suggest and implement routing patterns and policies on the Network.
6. Centralized Management of Router configuration, inventory and IP address maintenance.
7. Assigning access level to L1/Network resources.
8. Trouble shooting and debugging of problems, if any
9. QOS / Access list etc. designing and implementation in consultation with LIC Network team
10. Compliance with the IS Audit report and mitigating the vulnerabilities discovered during CA-VA Audit.
11. Network Policy designing in consultation with LIC Network team
12. Up gradation of existing routers IOS and troubleshooting.
13. Liaison with the field personal/channel partners/service-providers for prompts resolution of problems and ensures best site-uptimes and net-uptimes.
14. Escalations of unresolved issues to on-site L3 engineer(s) and follow up till resolution of the issue(s).
15. Assist LIC and provide technical help/support for feasibility study and implementation of subsequent up gradation/changes in the network setup.
16. Ensure proper functioning of network and Overall SLA management.
17. Integration of networking equipment with Cisco- ISE TACACS, OOB Management, Cisco-ACI, APIC and other tools that LIC may deploy in future and its maintenance.
18. Update call status in the ticketing system installed by LIC and periodic reporting.

19. Skills for troubleshooting in DC/DR LAN & WAN issues.

### **C. L3- Resource-**

#### **Qualification and experience of L3 Resource-**

1. B.E/ B.Tech/ MCA with valid CCIE or equivalent certification in Routing and Switching with minimum 5 years' experience of working on WAN (out of which minimum 3 years post CCIE certification experience is required). In addition it is desirable that he/she should have CCNA or equivalent certification in Data Center/Security
2. Should be on roll of the Vendor as on the date of his/her deployment to LIC.
3. Should have working experience and expertise in routers, switches, SDN(Software defined networking), SD-WAN, QoS design, IPSec, ACLs, Cisco-ISE TACACS etc. and other networking equipment
4. Should have at least 5 years' experience of handling large networks of any organizations having more than 3000 network nodes.
5. The L3 engineer should be well versed with various routing protocols like BGP, EIGRP, OSPF, ISIS etc.
6. He/she should have good knowledge of layer-4 protocols like TCP and UDP also.
7. He/she should have good knowledge of various network protocols viz. NTP, NAT, 802.1x etc.
8. The L3 engineer should have excellent network troubleshooting skills. Must be able to quickly identify and resolve network related issues.
9. The L3 engineer should have excellent communication skills. Must be able to participate and represent the team in Change and Incident management meetings.
10. Should have working experience of Route filtering, Route reflector, GETVPN, Policy based routing and redundancy protocol like HSRP, VRRP etc.

#### **Duties/functions of L3 Resource -**

1. Technical aspect of project implementation and running of the entire network.
2. Network troubleshooting and guide the L1/L2 engineers for resolution of the problem. Escalation point for Level 2 engineers
3. Network Changes – vetting changes in existing routers/switch/SLB configurations etc.
4. Act as advisor/consultant for issues/ new initiatives that LIC may take from time-to-time.
5. Maintain, suggest and implement routing patterns and policies on the Network.
6. Trouble shooting and debugging of problems, if any
7. QOS / Access list etc. designing and implementation in consultation with LIC Network team\
8. Compliance with the IS Audit report and mitigating the vulnerabilities discovered during CA-VA Audit.
9. Intimate and implement the latest stable versions/upgrades of software/IOS/Flash etc.
10. Assist LIC and provide technical help/support for feasibility study and implementation of subsequent up gradation/changes in the network setup and provide HLD/LLD for the same.
11. Ensure proper functioning of network and Overall SLA management.
12. Analyzing the outputs of all the tools and making recommendations example: High CPU utilization on core device at Data Center
13. Provide specialized hardware / software / network problem diagnosis / resolution for LIC's Network.
14. To facilitate Network Audit of LIC's Network.
15. Integration of networking equipment with Cisco- ISE TACACS, OOB Management, Cisco-ACI, APIC and other tools that LIC may deploy in future and its maintenance.

16. Proficiency in providing Root Cause Analysis(RCA) and compliance for its resolution
17. Proficiency in providing solution document, planning and implementation.
18. Good Team Management and co-ordination skills

**D. Following conditions shall be applicable regarding the onsite L1/L2/L3 support:**

- a) Details of the shortlisted candidates along with his/her Curriculum Vitae (CV) are to be provided to LIC along with the photo-identity and supporting documents (duly verified and attested by vendor) within three weeks from the date of issue of purchase order.
- b) To ensure required Minimum Level of Resource quality, following floor limit for Resource Cost to be quoted / factored –
  - L1 Resource – Rs. 8 Lakhs per year(For Mumbai Location)
  - L1 Resource - Rs. 6 Lakhs per year(For other Locations)
  - L2 Resource - Rs. 12 Lakhs per year.
  - L3 Resource - Rs. 18 Lakhs per year.

Note: The minimum compensation for the resources shall be at least as per the above figures. LIC reserves the right to verify the same.

- c) If required, the candidates (for onsite support at LIC) may be interviewed by LIC officials or LIC's consultant or persons nominated by LIC; including hands on troubleshooting etc. based on which the candidate will be assessed and shortlisted.
- d) If the candidate is not found to be suitable, vendor will have to provide an alternate candidate. The selected candidate has to report to the LIC, within two weeks of being intimated of the selection by LIC.
- e) Resources should be made available within six weeks from the date of issue of Purchase Order for the same.
- f) Shortlisted candidates will also form a standby pool for LIC. Resources from this pool only will be accepted by LIC for the onsite support (including the standby resource). In case of attrition/resignation, the pool has to be updated on regular basis following the process defined above.
- g) In case the on-site support person is to be changed by the vendor, minimum of one and half month (60 days) advance notice shall be given by the vendor to LIC. Additionally, an overlapping period of at least 15 days has to be there between the new and old resource.
- h) On-site support person may have to be changed by the vendor, if LIC so desires. Notice period for the same will be of 30 days from LIC.
- i) The on-site L1, L2 and L3 support may also be required to work on Saturday/Sunday/LIC holidays or beyond office hours on working days, for which an advance notice will be given.

**4. Time lines, schedule and Penalty applicable (in case of a delay):**

Successful vendor(s) will have to agree to SLA and penalty clauses as given below. It will form part of the contract. The penalty so calculated will either be adjusted with the payments or will be separately realized from the vendor.

- (a) Resources should be made available within **six** weeks from the date of issue of Purchase Order for the same.
- (b) The first level trouble-shooting should be done within one hour (during office hours) from the time of issue of ticket through SMS/telephone call/email.
- (c) The first level trouble-shooting should be able to identify the issue/problem pertaining to equipment/link, i.e. whether the issue pertains to LIC or service provider or power related etc.
- (d) Any configuration requested through mail/telephone/module from authorized LIC officials should be executed within the stipulated time.

(e) **Maximum Resolution Time (MRT):**

Equipment /Office	CO/COLO/ZO	Other than CO/COLO/ZO
Routers	Two working hours	Four working hours
Switches	Two working hours	Four working hours

Working Hour window - 09.30 AM To 6.00 PM

- (f) If equipment under AMC is not repairable and functional at the end of the MRT, the replacement of faulty/damaged equipment should be made available within one working day at CO/COLO/ZO/DO locations and within two working days at other locations from the date of identification of fault/damage.
- (g) Maximum Resolution Time starts from the time of issue of ticket/call through SMS/email/telephone call.
- (h) Every incident has to be attended by the on-site resources within the stipulated time and not attending an incident will be liable for penalty.

## Section F :- Service Level Agreement

### 1. Penalty applicable for AMC

<b>A) Cases not requiring replacement of equipment/part thereof</b>	
Call resolved within 4 working hours after the allowed MRT	5% of the QMC for the equipment
Call resolved after 4 working hours and within 8 working hours after the allowed MRT	10% of the QMC for the equipment
Call resolved beyond 8 working hours after the allowed MRT but within 40 working hours after the allowed MRT	10% of the QMC for the equipment plus additional 2% for each working hour of the QMC for the equipment till the complaint is closed
Call resolved after 40 working hours after the allowed MRT	100% of the QMC for the equipment or Rs. 10,000/- whichever is higher for CO/COLO/ZO locations.  100% of the QMC for the equipment or Rs.5,000/- whichever is higher for other locations

The above penalty will not be applicable for cases requiring replacement of faulty equipment.

<b>B) Cases requiring replacement of faulty equipment/ part thereof</b>			
	For CO/COLO locations	For CO/ZO/DO locations	For other locations
MRT allowed	8 Hours	One working day	Two working days
Delay upto 5 working days beyond MRT	10% of the QMC for the equipment for each working day of delay	10% of the QMC for the equipment for each working day of delay	10% of the QMC for the equipment for each working day of delay
Delay beyond 5 working days	100% of the QMC for the equipment or Rs. 10,000/- whichever is higher	100% of the QMC for the equipment or Rs. 10,000/- whichever is higher	100% of the QMC for the equipment or Rs.5,000/- whichever is higher

## 2. Penalty for on-site support

Sl No.	Description	Penalty applicable
a	Deployment of L1/L2/L3 resources at specified locations beyond six weeks from date of acceptance of PO	Rs.5000/- per resource for every completed week of delay
b	Any type of performance related adverse reporting about the on-site Engineer	Rs.1000/- per resource per incident



c	Absence of L1 resource without replacement	Rs. 1000/- per working day
d	Absence of L2 resource without replacement	Rs. 2000/- per working day
e	Absence of L3 resource without replacement	Rs. 4000/- per working day

## Section-G: Payment Terms

### **Payment terms for Purchase orders:**

- (a) No advance payment will be made by LIC.
- (b) Payment will be made quarterly on arrears basis.
- (c) The payments will be made by the Central Office for the orders placed for Central office. Payments shall be made by Zonal Office/Nodal Divisional Offices of LIC for respective states for whom the services are being provided.
- (d) LIC shall make payments in Indian Rupee (INR) on receipt of invoice, after deduction of penalties and applicable taxes at source from the agreed price to the selected Vendor.
- (e) The payment will be released by the IT department, Central Office. Payment related objections, if raised after 3 months from the date of release of payment, will not be entertained. Such objection must be raised in writing.
- (f) The vendor is also duty bound to report to LIC about any short recovery of taxes, cess etc. at source. Such reporting to LIC should also happen at the earliest. In case, vendor fails to inform LIC about such short recoveries of tax, cess, etc. at source, LIC will have the right to recover all short recoveries of tax, related cess and surcharges, interest, and penalties as per the demand note of Income Tax dept. or any other govt. body or regulator.
- (g) The Amount against Penalties, if any will be recoverable from the payment or from any other payment due to the Vendor or from performance Bank Guarantee.
- (h) If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Vendor, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by LIC to the Vendor under the contract in case of over payment.
- (i) The Vendor will not be entitled to charge LIC for any other fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications).
- (j) Efforts will be made to settle all payments within 30 days, for orders for which complete set of invoices along with supporting requirements are submitted.

### **Documents to be produced for release of payment:**

- (i) Invoice printed on Vendor's own letterhead (with reference of Purchase-cum-Work Order/ advice for execution, description of goods / services delivered).
- (ii) Proof of payment of Taxes/GST.
- (iii) GST Details, NEFT details etc. for making the payment.
- (iv) Proof of making payment to On-Site resources.

EXECUTIVE DIRECTOR (IT/DT)

**Enclosures**

Annexure I	Covering letter
Annexure II	Company Profile
Annexure III	Declaration of Non-Blacklisting
Annexure IV	Vendor Experience on Project
Annexure V	List of Support Centres
Annexure VI	Bank Guarantee
Annexure VII	Non-Disclosure Agreement
Annexure VIII	Format for Information in respect of Bidder's partners
Annexure IX	Commercial Bid Format (Given separately in an Excel sheet)
Annexure X	Declaration of Quality and Support
Annexure XI	Online Tendering Guidelines (Given separately in PDF format)
Annexure XII	Pre-Contract Integrity pact (Given separately in PDF format)
Annexure XIII	Format for submitting the Performance Bank Guarantee (s)
Annexure XIV	Make in India Certificate

## **Section-H: ANNEXURES**

### **Annexure-I : Covering letter**

To,  
The Executive Director (IT/DT),  
Life Insurance Corporation of India  
Central Office, IT Dept.,  
3rd Floor, JeevanSevaAnnexe, S.V. Road,  
Santa Cruz (West), Mumbai 400 054

Sir,

LIC's RFP Ref. No: **Ref: CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10/10/2025**

Reg.: Procurement of services of System Integrator for Network Maintenance

Having examined the RFP document, terms and conditions including all Annexures the receipt of which is hereby duly acknowledged we, the undersigned, offer to supply, deliver, install, maintain, manage equipment / devices / appliances, in conformity with the said RFP documents in accordance with the 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 10/10/2025 and also subsequent modifications dated \_\_\_\_\_2025.

*We understand that,*

- 1) LIC is not bound to accept the lowest or any bid received, and may reject all or any bid. or accept or entrust the entire work to any Vendor without assigning any reasons or giving any explanation whatsoever
- 2) 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 shall constitute a binding contract between us.
- 3) If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- 4) If we fail to accept the L1 price arrived at on the basis of commercial bid and/or reverse auction (despite having accepted the terms and condition for the same in our bid document), LIC has full rights to forfeit the earnest money deposit (EMD) of Rs.30, 00,000 (Rupees Thirty Lakhs) submitted to LIC by us after the bidding process is complete. LIC shall reserve the right for not informing us/seeking our permission before doing so

If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Documents.

If our bid is accepted, we will obtain and submit to LIC the guarantee of a bank in the form prescribed by LIC for a sum equivalent decided by LIC for the due performance of the Contract.

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".

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.

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

*Thanking you,*

**Yours faithfully**

Authorized Signatory,  
For \_\_\_\_\_(Company name)

### Annexure II: Bidder's Profile and other information

(Ref.: CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10/10/2025, Procurement of services of System Integrator for Network Maintenance)

S No	Details	Bidder Response		
1	<b>Company Background</b>			
	Name of the Firm/ Company			
	Year of Incorporation if India			
	Type of the Company [Govt/PSU/Pub.Ltd/Pvt Ltd/ JV/LLP etc.]			
2	<b>Address</b>			
	Corporate Office (HQ)			
	Local Office in Mumbai			
	GST registration number and date of registration			
	PAN card number			
3	<b>Authorized Contact person</b>			
	a)Name and Designation			
	b)Telephone number/ Mobile No.			
	c)E-mail ID			
4	In the Network integration in India business since			
5	Official Web site (URL)			
6	<b>Financial Parameters</b>			
	Business Results (last three years)		Annual Turnover (Rs. In Crores)	EBITDA (Rs. In Crores)
	2022-23			
	2023-24			
	2024-25			
	(Only company figures need to be mentioned. Not to include group/ subsidiary company figures)		(Mention the above amount in INR only)	
	Any other relevant information bidder would like to submit, which is not covered in the above points :			

Note: Enclose copies of Audited Balance Sheet along with enclosures.

#### **A. Details of the EMD (Bank Guarantee) :-**

Description	Rs. 30,00,000/- towards EMD
Bank Guarantee details :	
Name and address of the Bank :	

**B. Eligibility information/Compliance :-**

Sr. No.	Bid condition / Description	Complied (Yes/No)
1.	a) The bidder should be a registered entity in India. or b) A company/statutory body owned by Central/State Govt.	
2	The bidder should be a system integrator (SI) undertaking Network maintenance including maintenance of network equipment and similar supporting technologies operating since last three financial years	
3	The bidder should not have been de-barred /Black-listed by any State Government in India or any of its agencies or Government of India or any of its agencies or any PSU/BFSI (including LIC of India) in India as on the date of the RFP for corrupt or fraudulent practices or non-delivery, non-performance in the last three years preceding the date of this RFP. The bidder must also warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the requirements as per the tender, it shall provide details of the action(s).	
4	Bidder must have executed orders total of Rs. 20 crore as system integrator for Network maintenance in any of the five financial years preceding the date of this RFP	
5	Bidder should have successfully managed a similar network having at least 1000 locations (excluding the ATM kind of deployments) in any organization (except LIC of India) in India during the past five financial years immediately preceding the date of this RFP	
6	Bidder must have minimum annual turnover of Rs. 30 Crores in each of the last three Financial Years immediately preceding the date of this RFP.	
7	The Bidder should be in operating-profit (EBITDA i.e., Earnings before Interest, Tax, Depreciation & Amortization) during any 2 out of last 3 audited financial years preceding the date of this RFP. Further, the bidder should also have positive net worth for the last 3 audited financial years preceding to the date of this RFP.	
8	The bidder (including his franchise or ASP) must have minimum 25 support centers with at least one support center in each state across India (other than North East Region) and at least one support center in North East Region.	
9	The bidder should have the proven capability to perform the entire scope of the assignment and should be capable of maintaining it for a period of 5 years	

***Note : Any wrong or incorrect information or suppression of facts will lead to disqualification.***

I certify that the above mentioned information and the relevant annexure and enclosures are true and correct.

SIGNATURE

Authorised Signatory

Name:  
Designation:  
Mobile No. :  
E-mail ID :

Date :

Place:

FAX No.

Official Seal of the company**Annexure-III: Declaration of Non-Blacklisting/De-barred****(Ref.: CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10/10/2025, Procurement of services of System Integrator for Network Maintenance)**

To,  
 The Executive Director (IT/DT),  
 Life Insurance Corporation of India  
 Central Office, IT Dept,  
 3rd Floor, Jeevan Seva Annexe, S.V.  
 Road, Santacruz (West), Mumbai  
 400054

This has reference to the LIC's Tender Reference No: **LIC-CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10.10.2025**, for Procurement of services of System Integrator for Network Maintenance. We (name and address of the bidder) hereby confirm that we have not been black-listed/de-barred by any State Government in India or any of its agencies or Government of India or any of its agencies or any PSU/BFSI (including LIC of India) / Government Departments in India, as on date of submission of the bid. Also, there has been no occasion of disassociation with any of our customers in India on account of delayed/defaulted deliveries or services during last three years.

SIGNATURE

Name:

Designation:

Authorised Signatory

Date : \_\_\_\_\_ " 2025

Place:

Company Seal

**Annexure IV -Bidder's Experience as System Integrator**

**(Ref. : CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10/10/2025, Procurement of services of System Integrator for Network Maintenance)**

**Network related Projects**

(The projects undertaken with LIC should be excluded)

**Information of the projects undertaken as Network System integrator in 1000 locations (excluding the ATM kind of deployments) in India during past three financial years immediately preceding the date of this RFP):**

<b>Financial year</b>	<b>Name of the client for whom projects undertaken</b>	<b>Type of Project</b>	<b>Name, designation and contact details of representing the client for the purpose of reference</b>	<b>Approximate project cost in Rs. crores</b>	<b>Date of award of the purchase order</b>	<b>Level of System Integrators provided</b>	<b>Number of locations involved</b>

**I certify that the above mentioned information and the relevant Annexures and enclosures are true and correct. (Please attach documentary evidence like PO copy, certificate from the customers etc.)**

**Authorized Signatory**

**Name:**

**Designation:**

**Date :**

**Official Seal of the company**

**Annexure –V: List of support centers**

**[Ref: CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10/10/2025, Procurement of services of System Integrator for Network Maintenance]**

State/ UT	Address of the office/Service/Support Center	E-mail id and contact details	Name and Contact details of the Head of the office/Support Center	No. of on –Site resources available at the Center
Andhra Pradesh				
Arunachal Pradesh				
Assam				
Bihar				
Chhattisgarh				
Goa				
Gujarat				
Haryana				
Himachal Pradesh				
Jharkhand				
Karnataka				
Kerala				
Madhya Pradesh				
Maharashtra				
Manipur				
Meghalaya				
Mizoram				
Nagaland				
Odisha (Orissa)				
Punjab				
Rajasthan				
Sikkim				
Tamil Nadu				
Telangana				
Tripura				
Uttar Pradesh				
Uttarakhand				
West Bengal				
Delhi (National Capital Territory)				
Chandigarh				
Jammu and Kashmir				

I state that the information stated above in each part of the Annexure V and its enclosures is true and correct.  
(Note :-Any wrong or incorrect information or suppression of facts may lead to disqualification)

Authorized Signatory of the bidder

Name:

Designation:

Date:

Place:

Seal of the company



**Annexure-VI: Bank Guarantee Format for E.M.D.**

**(Ref.: CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10/10/2025, Procurement of services of System Integrator for Network Maintenance)**

This Deed of Guarantee executed by the \_\_\_\_\_ (Bank name) a Scheduled bank within the meaning of the Reserve bank of India Act and carrying out banking business including guarantee business at Mumbai and other places having its head office at \_\_\_\_\_ (hereinafter referred to as “the Bank”) in favour of Life Insurance Corporation of India, formed under section 3 of the LIC Act, 1956 ( Act 31 of 1956) (hereinafter referred to as “the Corporation”) having its Information Technology Dept. of Central Office at the 3rd floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai 400 054, for an amount not exceeding Rs.30,00,000/- (Rupees Thirty Lakhs only) at the request of (Vendor Name & Address) \_\_\_\_\_ (hereinafter referred to as the “Vendor”).

This Guarantee is issued subject to the condition that the liability of the bank under this Guarantee is limited to a maximum of Rs. 30,00,000/- (Rupees Thirty Lakhs only) and the Guarantee shall remain in force up to \_\_\_\_\_ date (valid for a period of \_\_\_\_ ) and cannot be invoked, otherwise than by a written demand or claim under this guarantee served on the bank on or before \_\_\_\_\_ (Date) by the Corporation.

Whereas \_\_\_\_\_ (Vendors name) having its head office at \_\_\_\_\_ (address), is participating in the RFP Ref. No. **Ref: LIC-CO/IT- DT/NW/RFP/2025-26/03 Dated: 10.10.2025** for “Procurement of services of System Integrator for Network Maintenance” and subsequent modifications issued on \_.

And whereas the bank \_\_\_\_\_ (name and address) has agreed to give on behalf of the vendor a Guarantee towards Earnest Money Deposit (EMD).

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Vendor, up to a total amount of Rs.30,00,000/- (Rupees Thirty Lakhs only) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default as per the terms and conditions of the RFP **Ref: LIC-CO/IT- DT/NW/RFP/2025-26/03 Dated: 10.10.2025** for “Procurement of services of System Integrator for Network Maintenance” and without cavil or argument, any sum or sums as specified by you within the limit of Rs. 30, 00,000/-. (Rupees Thirty Lakhs only) as aforesaid, without your need to prove or to show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the bank or Vendor

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

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

1. 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.
2. Our liability under this guarantee is restricted to a sum of Rs. 30, 00,000/- (Rupees Thirty Lakhs only).
3. The bank Guarantee will be valid for a period upto \_\_\_\_\_. (Note: Validity of **BG should be one year** from the date of submission of BG to the Corporation, including the claim period).
4. A written claim or demand for payment under this bank Guarantee is the only condition precedent for payment of part/ full sum under the guarantee to the Corporation.
5. The corporation need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

**DATED AT THIS DAY OF 2025 SEALED & SIGNED BY BANK**

## Annexure-VII: Format for Non-Disclosure Agreement.

**(Ref.: CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10/10/2025, Procurement of services of System Integrator for Network Maintenance)**

**To be executed over Rs.500 Stamp/Franked paper &notarized**

**(No deviations in wordings permitted)**

**Non-disclosure Agreement (NDA)**

This Non-disclosure Agreement (“NDA”) is made and entered into this \_ day of \_ in the year Two Thousand and Twenty Five (2025)

BY AND BETWEEN

Life Insurance Corporation of India, a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (31 of 1956) and having its 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/NW/SI/RFP/2025-26/03 Dated: 10.10.2025** 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. It may be noted that all the information shared as a part of said RFP in the form of project documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configurations onsite shall be the sole property of LIC and shall be treated with the same degree of confidentiality as that of the respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of this project engagement.

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

- distribute or disclose to any other person any of the Confidential Information;
- permit any other person to have access to the Confidential Information;
- use the Confidential Information for any purpose other than the Permitted Use ; or disclose to any other person
- That discussions, investigations or negotiations are taking place concerning a possible transaction between the Parties, or the terms, conditions, status or other facts regarding a possible transaction between the Parties, or that Respondent has received Confidential Information from LIC. Notwithstanding the above, Respondent may disclose the Confidential Information, and portions thereof to its directors, officers,

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

Without the written consent of LIC the Respondent or any of his employees and consortium partners should not make public announcements/comments on any website/or issues any media statements about the LIC, RFP or RFP process existence of this engagement and scope. The Respondent agrees to be responsible for any breach of this Agreement by its Representatives.

Respondent agree 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 the permission from LIC.

The Respondent shall ensure that their employees will not disclose any information of LIC during their employment and 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 posted at/for Central Office-IT (Mumbai, Pune and COSP centers) and Information-Technology department of Zonal offices.

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 Authorised 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 honor, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement. In the event that the Respondent shall be liable to LIC in connection with this Agreement, the Respondent's liability shall be limited to the value of the Contract.

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.

The Respondent will adhere to the Digital Personal Data Protection Act, 2023 as amended from time to time as applicable.

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>

Signature

Authorised Signatory Name:

Designation:      Office Seal:

Date :

Place:

**Annexure –VIII: Format For Information in respect of Bidders’s partners**

**(Ref .: CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10/10/2025, Procurement of services of System Integrator for Network Maintenance)**

RFP Ref.No. CO/IT-DT/NW/RFP/SI/2025-26/03 Dated\_\_\_\_\_

Address of the partner	Contact Details of the partner	specific role of the partner	Details of project/s where the Bidder has partnered with the entity in the past				Details of Past Projects executed by the partner		
			Name of the Client	Scope of Work	Duration of project	Work executed by the bidder and work Executed by the partner	Client name	Type of service provided	Durations of projects

Authorized Signatory of the bidder

Name:

Designation:

Date:

Place:

Seal of the company

(To be submitted on letter head of the Company)

**Annexure –IX:Commercial Bid Format (Given separately in an Excel sheet)**

**Annexure –X: Declaration of Quality and Support for the Network equipment to be provided as Spares Under AMC**

The Executive Director (IT/DT)  
Life Insurance Corporation of India  
Central Office, IT Dept, 3rd Floor.  
JeevanSevaAnnexe, S.V. Road, ;  
Santacruz (West), Mumbai 400 054

Dear Sir,

**DECLARATION OF QUALITY AND SUPPORT**

**Ref: CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10/10/2025**

This has reference to the LIC's Tender Reference No: **Ref: CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10/10/2025**, regarding bid for **Procurement of services of System Integrator for Network Maintenance**

We hereby accept all the Term & Conditions of the above RFP for provide the on-site resources and AMC services as per the Scope of work. Further, we hereby undertake that:

- 1)The original equipment's, spare parts, components required for maintaining the networking hardware supplied will be available for a minimum period of 5 years as per terms and conditions of the RFP.
- 2) All the equipments/components/parts/software(s) used in the Networking equipments, etc: shall be original/ new equipments / components/parts/software(s) from respective OEMs of the products and that no refurbished / duplicate/second-hand-equipments/ components/ parts/software(s) shall be used.
- 3) In case we are found not complying with above at the time of delivery or during installation, for the equipment/components/server(s) already billed, we agree to take back the equipment/components/hardware, if already supplied.

For and on behalf of <Respondent Company><Address of Respondent>

Signature

Authorized Signatory,

Name;

Designation:

Date:

Place

Office Seal: \_

**Annexure –XI: e Tender Guidelines Information and Instruction to the Bidders for using ONLINE ELECTRONIC TENDERING SYSTEM (e-TS) (Given separately)**

**Annexure –XII: Pre-Contract Integrity pact (Given separately)**

**(Ref .: CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10/10/2025, Procurement of services of System Integrator for Network Maintenance)**

**Please refer to enclosed PDF Document: “Annexure XII - Integrity Pact.pdf”**

(To be executed in a Rs. 500 or more stamp Paper by the bidder and each page to be signed by the authorized signatory.)



**Annexure-XIII: Format for submitting the Performance Bank Guarantee (s)**

**Ref: CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10/10/2025**

This Deed of Guarantee executed by the \_\_\_\_\_ (Bank name) “A Scheduled bank within the meaning of the Reserve Bank of India Act and carrying out banking business including guarantee business at Mumbai and other places “having its head office at \_\_\_\_\_ (hereinafter referred to as “the Bank”) in favour of Life Insurance Corporation of India, Corporation established under Section 3 of LIC Act 1956, having its IT Dept., Central Office at the 3rd Floor, Jeevan Seva Annexe, Santacruz, Mumbai 400054, (hereinafter referred to as “the Corporation”) for an amount not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) at the request of “Vendor Name & Address” \_\_\_\_\_ (hereinafter referred to as the “Vendor”).

This guarantee is issued subject to the condition that the Liability of the Bank under this guarantee is limited to a maximum of Rs. \_\_\_\_\_ (Rupees ...in words ....), and the Guarantee shall remain in force for a period up to \_\_\_\_\_ (date), and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the Bank on or before \_\_\_\_\_ (date) by the Corporation.

Whereas \_\_\_\_\_ (Vendor’s Name) having its head office at \_\_\_\_\_ has been selected as the vendor by the Corporation as per terms and conditions mentioned in the tender document/RFP Ref.No CO/IT-DT/NW/RFP/SI/2025-26/03 Dated: 10/10/2025 And whereas the \_\_\_\_\_ (name & address of the Bank) has agreed to give on behalf of the Vendor a guarantee (Performance Bank Guarantee), therefore we hereby affirm that we guarantee and are responsible to you on behalf of the vendor up to a total amount of Rs. \_\_\_\_\_ (Rupees .... In words ..... ) and we undertake to pay you , upon your first written demand declaring the Vendor to be in default under the Contract , and without cavil or argument, any sum or sums as specified by you within the limit of Rs. \_\_\_\_\_ (Rupees .... In words ..... ) as aforesaid, without your need to prove or show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:**

- a. 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.
- b. Our liability under this guarantee is restricted to a sum of Rs. \_\_\_\_\_ (Rupees .... *In words* .....).
- c. The Bank Guarantee will be valid for a period up to \_\_\_\_\_
- d. A written claim or demand for payment under this Bank Guarantee is the only condition precedent for payment of part/full sum under the guarantee to the Corporation.
- e. The corporation need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

**SEALED AND SIGNED BY THE BANK**

**Executive Director (IT/DT)**

This Deed of Guarantee executed by the

(Bank name) “A Scheduled

### **Annexure IV: Make in India Certificate**

Bidder's Reference No. \_\_\_\_\_ Date.....

To,  
The Executive Director(IT-DT)

Sub: RFP/Tender for

Ref:

Dear Sir/Madam,

(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.)

1. In line with Government Public Procurement Order 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 ) 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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**ExecutiveDirector(IT/DT)**