

Request for Proposal for Supply of iPads (Qty-27)

[Ref: LIC/CO/IT-BPR/HW/I-Pad/2023-24/01 Dated 24.04.2023]

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

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A. Invitation to Bid

The Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its Corporate Office at "Yogakshema", Jeevan Bima Marg, Mumbai –400021, hereby invites online bids through online e-tendering portal https://www.tenderwizard.com/LIC from Authorized Vendors/ Resellers of Apple Inc. products/ Hardware Supply and Service Vendors empaneled by LIC, to meet the requirements set out in this RFP document.

B. General Information and Instructions to the Bidders:

1. Activity Schedule

Activity	Details
RFP Reference & date	Ref: LIC/CO/IT-BPR/HW/I-Pad/2023-24/01 Dated 24.04.2023
Bid Processing Fee	INR 2,360 (INR 2000 + GST @ 18%) Bid Processing Fee must be deposited through online NEFT/RTGS to Account of "Life Insurance Corporation of India". The bank details are given in Annexure-IV.
Address for submission of Bid	The Executive Director (IT/BPR) Jeevan Seva Annexe Building 2nd Floor, SV Road, Santacruz West, Mumbai - 400054
Bid Submission last Date &Time	On Tuesday, 15 th May 2023, latest by 3:30 p.m.
Mail-Id for correspondence	co ithw@licindia.com

2. Compliant Bids / Completeness of Response:

- a) 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 the RFP and all the terms and conditions of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued will be binding on the bidder and will also form the part of the purchase orders/any resulting contracts, to be issued to the successful bidder/s as an outcome of this RFP Process.
- **b)** The responses to this RFP must be complete and the information should be submitted in the same format as per the Annexure(s) attached.
- **c)** Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.

3. 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.

4. Instructions for Bid Submission

This is an E – Tender and hence Bids must be submitted "ON LINE". The bidders should submit their Eligibility and Technical bids Online i.e. through https://www.tenderwizard.com/LIC. The vendor must register for submission of their bid as specified in this document (Annexure-VII).

Bid Processing Fee as mentioned in the Activity Schedule must be deposited through online NEFT/RTGS to Account of "Life Insurance Corporation of India". The bank details are given in Annexure-IV. The details of the transaction viz. scanned copy of the receipt of making transaction

is required to be uploaded on e-procurement website at the time of "final online bid submission".

The RFP response without the accompanying amount towards Bid Processing Fee is liable to be rejected. Registered MSEs are exempted from payment of bid processing fee, on submission of relevant documents to prove their eligibility for exemption.

If the submission to this RFP does not include all the documents and information required or is incomplete, the RFP is liable tobe summarily rejected.

The following documents have to be submitted:

Eligibility and Technical bid:

- **a)** Duly certified copy of the Board resolution appointing the authorized signatory or Power of Attorney authorizing the signatory for signing the Bid.
- **b)** Bid Processing Fee.
- **c)** Land Border declaration, as per format given in Annexure-I.
- d) Undertaking of Warranty duly signed and stamped, as per format given in Annexure-II.
- e) Manufacturer's Authorization Form from OEM, Apple Inc.
- f) Attested photocopy of the Premium Authorized Corporate Reseller/ DEP Registered partners Certificate issued by M/s Apple Inc. in the name of the Bidder along with the details of the validity. The validity period of the Certificate should be upto/ beyond the price validity period.
- **g)** Bank Details for payments through NEFT, as per format given in Annexure-III along with a cancelled cheque.
- **h) Escalation Matrix** comprising of Details of the contact person i.e. Name, Phone Nos., e-Mail ID for escalations;

Commercial bid:

Commercial bid as per format given in **Annexure-VIII**. All documents submitted shall be signed by the authorized signatory.

5. Bid Currencies:

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

C. Standard Terms & Conditions:

1. Late Bids:

Bids received after the date and time specified in the Activity Schedule will not be considered and will be rejected. LIC may, at its sole discretion change the date/ time of submission and LIC's decision in this matter will be final.

2. 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.

3. Right to terminate the Process:

- **a)** LIC may terminate the RFP process at any time without assigning any reasons whatsoever. LIC makes no commitments, 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 prior to award of agreement without assigning any reason

whatsoever without thereby incurring any liability to the affected Vendor(s) or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action. Reasons for cancellation will be determined by LIC at its sole discretion.

- **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)** 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.

4. 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.

5. Pricing & Taxes:

- a. Price shall be **an all-inclusive price** exclusive of GST. Applicable GST will be reimbursed to the successful bidder in proof of having paid the said taxes on behalf of LIC. Vendor shall be entirely responsible for upfront payment of all applicable taxes and compliance with the respective tax authorities, in connection with delivery of products at site.
- b. The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/taxes/cess/customs duty & excise duty including any newly introduced taxes shall be permitted.
- c. Vendor will be entirely responsible for upfront payment of all applicable taxes like Central/ State levies, sales tax, excise duty, cess, license fees, road permits, service tax etc. in connection with the delivery of products at the site.
- d. GST shall be mentioned in the Invoices 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.

6. Evaluation of Bids

The evaluation shall be done in two stages:

- ▶ Stage 1 Eligibility Cum Technical Bid evaluation
- ▶ Stage 2 Commercial Bid evaluation

Eligibility Cum Technical Bid Evaluation:

The bidders submitting all the required documents will be eligible for commercial bid evaluation, only if all the documents are found to be in order.

During evaluation of the Tenders, the LIC, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted

The LIC reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the LIC shall be final and binding on all the vendors to this document and LIC will not entertain any correspondence in this regard.

Commercial Bid Evaluation:

The estimated quantities are mentioned in <u>Commercial Bid Annexure-VIII</u>. The quantities are indicative and may vary to the extent of +/- 25% under each line item in each of the Commercial Bids submitted under the above referred RFP. However, the actual quantities will be as reflected in the Purchase Orders placed by the offices of LIC.

- **a)** The quotes, as stated above, have to be submitted in the Commercial bid format. Bidder should note that quotes should be in integer only (i.e. non decimal).
- **b)** The Bidder will have to compulsorily quote price for each line item for the exact specifications called for.

7. Online Reverse Auction (ORA):

ORA will be conducted after the opening of the Commercial Bid. The date and time of the ORA along with the detailed business rules will be informed to the Bidders subsequently. The decision of the business rules for the conduct of the ORA will be solely decided by LIC and the decision of LIC is final.

8. Scope of Work:

The specifications of the I-Pads (Qty-27) will be as follows: 10.2 inch 9th Generation, Wi-Fi + Cellular, 256 GB, Space Grey with smart folio for I-Pad.

The selected bidder shall deliver the I-Pads at various locations of LIC offices across the country (Central office and MDC at Mumbai and 8 Zonal Offices and ZTC- Mumbai/ Pune, New Delhi/ Gurgaon, Bhopal, Kolkata, Patna, Kanpur, Hyderabad, Chennai), as per the terms of Purchase Order. Most of the deliveries will be at Mumbai. However the bidder should be able to supply at other locations mentioned above, as and when required. Devices shall be supplied in a ready to use condition along with all cables, connectors, manuals and smart cover, preloaded with requisite software/ drivers. One set of manual is to be provided with each supplied I-Pad.

If the I-Pad supplied is found to be faulty/ defective within 10 days of delivery, the bidder shall replace the same with a new I-Pad of same or higher configuration within 7 working days from the date of intimation.

Vendor shall register all the supplied devices with Apple Store and install/ synchronize with iTunes, if desired by the user.

9. Preference to Micro and Small Enterprises (MSE):

Preference will be given to registered MSEs as per the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012. To be eligible for the preference, supporting documents to prove eligibility for exemption must be uploaded for evaluation by the bidder.

10. Warranty:

The Product shall be under comprehensive onsite warranty for a period of one year from the date of acceptance of the I-Pad.

Defective equipment supplied shall be replaced by the vendor at his own cost. The vendor shall ensure to provide replacement against defective I- Pad within 7 working days from the date of intimation, with a new one of same or higher configuration. If the replacement is not provided within 15 days, then the cost of the defective I-pads will be recovered from any amount payable to the Vendor or invoking the Bank guarantee.

11. Validity Period:

a) Empanelment:

All the bidders fulfilling the eligibility and technical criteria as mentioned in the RFP will be deemed to be empaneled vendors for supply and servicing of I-Pads. The Empanelment of the Vendors will be valid upto 31.12.2024. LIC may, at its discretion, extend/ reduce the validity period of the empanelment for a maximum period of one year. LIC may also decide, at its discretion, to undertake a fresh empanelment exercise any time before the expiry of the validity period.

b) Approved rates under the RFP:

The prices of all the line items approved by LIC will be valid up to 30.09.2023. LIC may place order for any additional requirement arising during this period to the extent of 25% of the originally declared line item wise quantities. LIC may, at its discretion, extend the price validity period up to 90 days with mutual agreement with the Vendor.

12. Non-Disclosure Agreement (NDA):

(**To be submitted by the Successful Bidder Only**): Successful bidder shall submit a duly notarized Non-Disclosure agreement on a stamp paper of INR 500/- (Rupees five hundred only) as per the format given in Annexure-V duly signed by the Authorized Signatory of the Company. **NDA is not required to be submitted at the bid submission stage**.

13. Performance Bank Guarantee (PBG)

- i. A PBG (As per Annexure-VI) to the tune of 10% of the L1 prices approved shall be submitted by the selected bidder.
- ii. The Performance Bank Guarantee shall be submitted within 15 days from the date of intimation.
- iii. The PBG should be valid for the period 27 months, including claim period of twelve months, from the date of submission of PBG. The PBG/ part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP.

14. Obligations of the Selected Vendor:

The Vendor will supply the Services:

- i. With due care and to the best of the Vendor's knowledge and experience;
- ii. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;
- iii. In accordance with all applicable Laws;
- iv. In accordance with any reasonable directions given by LIC in relation to the Services;
- v. So as to meet the dates specified, promptly and without delay.
- vi. At Mumbai and other locations as required by LIC.

15. Placing of Orders:

- **a)** The total quantities to be ordered under this RFP may be subject to a variation of up to +/- 25% of the originally declared quantities for all line items of this RFP. However, the actual quantities may differ at the time of issuing the Purchase Order, depending on the circumstances prevailing at that time.
- **b)** LIC Central Office at Mumbai will place orders under this RFP for all locations. Purchase Orders will be placed **only** through LIC's Purchase Order Module.
- c) The date of the Purchase Order will be the date on which the Purchase Order is generated through the PO Module and sent to the Vendor. The electronically generated Purchase Orders generated through the LIC's Purchase Order Module has to be checked by the Vendor at the Vendor Portal for which access will be provided by LIC. The Vendor should point out any discrepancy/ deficiency in the electronically generated Purchase orders within three working days from the receipt of the Purchase Orders by email. Subject to this, the date on which the required information/ correction in the Purchase order is intimated to the Vendor, through mail would be deemed to be the date of acceptance of the Purchase order for the purpose of calculating the delivery period and penalty. It has to be ascertained by the Vendor that all the Purchase Orders have been received by them as per details available on the Vendor Portal. LIC will not be responsible for non-receipt of the PO due to any issue at the Vendor's end.
- **d)** Purchase Orders may be issued by LIC in a staggered manner at any time during the price validity period of the RFP depending on the prevailing situation. However the decision of LIC in this matter is final. Any additional requirements may also come up during the price validity period.

16. Deliverables and Timelines:

The delivery period will be 40 days from the date of the issue of the Purchase Order for Mumbai and 45 days for locations other than Mumbai, beyond which a penalty equal to 1% of

the cost of item not delivered will be charged per day subject to a maximum of 10% of the cost of item not delivered. If the I-Pads are not delivered within 40/45 days, as applicable, from the date of placing of the Purchase Order, the following action may be initiated.

- **a)** The order placed may be cancelled and communicated in writing to the Vendor, and even in case such decision for cancellation of order is taken by LIC, the penalty as mentioned above will also be recovered from the vendor by invoking the Bank Guarantee.
- **b)** The Bidder shall be blacklisted for participation in any of the future RFPs floated by LIC of India.

17. Transportation and Insurance:

- **a)** The Vendor is required to deliver the I-Pads to the various locations of LIC across the country as specified in the Purchase Orders. Transportation and Insurance of I-Pads shall be arranged and paid for by the Vendor. The transit insurance cover shall be valid till 10 days beyond the delivery date.
- **b)** Should any loss or damage occur during this period, the Vendor shall:
 - i. Intimate and pursue claim with the Insurance Company till settlement and
 - **ii.** Make arrangements for replacement of any damaged I-Pad, within 10 days,irrespective of the settlement of claim by the Insurance Company.

18. Road Permit:

Road permit etc. which may be required for supply of the equipment to the locations mentioned in the Purchase Orders shall be obtained by the Vendor, without any additional cost to LIC. The Vendor shall make necessary arrangements for obtaining any document required from LIC and submitting the same and liaison with authorities as required.

19. Pre-Dispatch Factory Inspection (PDI):

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

The vendor shall upload the Hardware Inspection Certificate for each Machine along with the Machine Serial Numbers of Hardware ordered in the PDI Module available on the Vendor Portal of LIC (as per the template provided by LIC).

20. Payment Terms:

- **a)** The payment will be made through NEFT only.
- b) 100% payment will be made on delivery and installation of the I-Pads and hands-on training to the user, within 15 days from the date of submission of complete set of invoice along with the proof of delivery, i.e. delivery challan along with all the other requirements which should clearly indicate the name of the receiving official, location, seal of the LIC Office and date of receipt of the I-Pad.
- **c)** GST, 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.

21. Force Majeure Clause:

a) The Vendor shall be liable for any delay in execution or failure of their respective obligations under this agreement except for delay caused by occurrence of events beyond control of the Vendor, including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, hostility, acts of public enemy, wars, riots, pandemic,

- strikes, sabotage, order/ action or regulations of government, local or other public authorities.
- **b)** In case a Force Majeure situation arises, the Vendor shall immediately notify LIC in writing of such conditions and the cause thereof within one week and prove that such is beyond the control and affect the execution of the Purchase Order.
- **c)** Unless otherwise directed by LIC in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.

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

22. Warranty Terms and Conditions:

The breakdown charges if any, during the warranty period accumulated after release of payment for iPad will be recovered by invoking the Performance Bank Guarantee available with LIC or any other payment due to the Vendor.

Service Levels:

Per day	Per day	Beyond 12 days.	Maximum
Breakdown	Breakdown		Penalty capping
charges up to 6	charges from 7th		for Breakdown
days	day to 12 th day		of I-Pad
0.5% of the cost	1% of the cost of	2% of the cost of	20% of the cost
of hardware	hardware	hardware per day.	of the I-Pad.

23. Limitation of Liability:

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

24. Disputes:

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

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

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

The Vendor shall not be entitled to suspend the Service(s) or the completion of the job,

pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

25. Conflict of interest:

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

26. Fraud and Corrupt Practices

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

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

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

27. Consequences of Termination of Selected Bidder:

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

Nothing herein shall restrict the right of LIC to forfeit the PBG 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.

28. Land Border Clause:

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

29. Information Security related Conditions of LIC:

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

I) Some of the key areas are as under:

- a) Responsibilities for data and application privacy and confidentiality;
- b) Responsibilities for system and software access control and administration;
- c) Custodial responsibilities for data, software, hardware and other assets of LIC being managed by or assigned to the Vendor;
- d) Physical Security of the facilities;
- e) Physical and logical separation from other customers of the Vendor;
- f) Incident response and reporting procedures;
- g) Password Policy;
- h) Access Management Policy;
- i) Acceptable Usage Policy (Authentication and Identity Management, Authorization and Access Control);
- j) Data Encryption / Protection requirements of LIC;
- k) Cyber Security Policy;
- l) Auditing;
- m) In general, confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured;
- n) Responsibilities in carrying out background verification of personnel deployed from vendor side regularly and submit the report as and when needed by LIC.

II) Right to Audit:

- i. The selected vendor shall agree to get itself annually audited by external empanelled Auditors appointed by LIC/ inspecting official from the IRDAI or any regulatory authority, covering the risk parameters finalized by LIC/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to LIC and the vendor shall submit such certification by such Auditors to LIC. The vendor and or his / their outsourced agents /sub contractors (if allowed by LIC) shall facilitate the same. LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by LIC.
- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by LIC or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to LIC regarding compliance of the

- observations made by the auditors covering the respective risk parameters against which such deficiencies were observed. All costs for such audit shall be borne by the service provider/vendor. However, the travel and stay cost for LIC officials will be borne by LIC.
- iii. Service Provider further agrees that whenever required by LIC, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the LIC/ IRDAI and or any regulatory authority required for conducting the audit. LIC reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) & findings made on the Service Provider in conjunction with the services provided to LIC

Secretary (IT/BPR)

Annexure-I: Declaration pertaining to Land Border clause

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

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

Subject: RFP for Supply of I-Pads [Ref: LIC/CO/IT-BPR/HW/I-Pad/2023-24/01 Dated 24.04.2023].

Dear Sir/Madam,

I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. I certify that this bidder/OEM is not from such a country or, if from such a country, has been registered with the competent authority; I certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]"

Name: Place: Designation: Date:

Annexure-II: Undertaking for Warranty

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

The Executive Director (IT/BPR), Central Office, Life Insurance Corporation of India, "Yogakshema", Jeevan BimaMarg, Nariman Point, Mumbai – 400021

Dear Sir/Madam,

We hereby accept all the Term & Conditions of the RFP Ref: LIC/CO/IT-BPR/HW/I-Pad/2023-24/01 Dated 24.04.2023, and extend complete warranty for the hardware for a period of one year from the date of installation. We further give an undertaking that after the hardware supplied comes out of warranty, if LIC requires, we shall take up AMC of the hardware and renew the performance bank guarantee as per the terms and conditions stated in the RFP document referred above.

We further hereby undertake that the original equipment's spare parts and components required for maintaining the hardware supplied will be available for a period of 6 years as per terms and conditions of the RFP.

Dated at	_this	_day of	_2023.
Authorized Signatory			
Signature of the authorized official:			
Name:			
Designation:			
Name & Address of the company:			
Seal of the Company			

Annexure-III: <u>NEFT Mandate Form</u>

RFP Ref. No: LIC/CO/IT-BPR/HW/I-Pad/2023-24/01 Dated 24.04.2023

PAYMENT DETAILS FOR ACCOUNT TRANSFER / RTGS

BENEFICIARY DETAILS:-

Name of the Firm:

1	IFSC No.	
2	Beneficiary Account No.	
3	Beneficiary Name	
4	Beneficiary Bank Name	
5	Branch/ Location	
6	Contact Person	
7	PAN Card No.	

Authorized Signatory

Encl. Copy of cancelled cheque and PAN card

Annexure-IV: LIC Bank Account Details

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

Annexure-V: Non-Disclosure Agreement

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

(No deviations in wordings permitted)

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

BY AND BETWEEN

Life Insurance Corporation of India, with registered office at Central Office, 'Yogakshema', J B Marg, Mumbai 400 021, hereinafter referred to as "LIC"

AND

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

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

WHEREAS.

the Respondent is aware that while responding to LIC's RFP for Supply of I-Pads [Ref: LIC/CO/IT-BPR/HW/I-Pad/2023-24/01 Dated 24.04.2023], the Respondent may be gathering information on LIC's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/ development plans etc., ("Proprietary Information") indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For and on behalf of <respondent company=""> <address of="" respondent=""></address></respondent>
Authorized Signatory:
Name:

Office Seal:

Designation:

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

Bank") in favour of I	Life Insurance Corpo	oration of India, having	fter referred to as "the its corporate office at
"Yogakshema", Jeevan			D
	to as "LIC") for an	n amount not exceedi	ng Rs
(Rupees			only)
at the request of			omy)
at the request of			<supplier's< th=""></supplier's<>
Name &Address> (he	reinafter referred to		supplier s
Traine arrantess, (ne	remarter referred to	as supplier j	
_		rantee and are respons (Rupees	ible to you on behalf of
= = =			demand, without cavil
			it of Rs.
(Rupees	=		
(· F · · ·			
LIC need not prove of amount of guarantee.	•	reasons for the deman	nd of a part or the full
	-	riod up to <for a="" date="" of="" rom="" submis<="" td="" the=""><td>period of 27 months, sion>.</td></for>	period of 27 months, sion>.
_		res that the guarante by a Notice or otherwise	ee hereby given is an e.
This Guarantee shall theSupplier.	not be affected by a	any change in the Cons	titution of the Bank or
Dated at	this	day of	2023.
Sealed & Signed by th	e Bank		

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Annexure-VII- Online Tendering Guidelines

Information and Instruction to the Bidders for using ONLINE ELECTRONIC TENDERING SYSTEM (e-TS)

Special Conditions & instructions for using online Electronic Tendering System (eTS) through portal (website) http://www.tenderwizard.com/LIC adopted by Life Insurance Corporation of India (LIC), Central Office, Mumbai as given in the subsequent pages will over-rule the conditions stated in the Bid documents, wherever relevant and applicable.

- Registration of the Contractors/Bidders: All the Contractors intending to participate in the Bids floated online using Electronic Tendering System (eTS) are required to get registered the e-Tender Portal (website) http://www.tenderwizard.com/LIC
 After successful Registration on the above mentioned portal, the bidder will get a User ID and Password to access the website.
- **Viewing of Online Tenders:** The contractors/bidders can view tenders floated on online Electronic Tendering System (eTS) hereinafter referred as "e-Tendering System" through portal (website) at http://www.tenderwizard.com/LIC. They can view the details like Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download through, they need to login on to the above portal and can download the tender documents of an e-Tender.
- **Key Dates:** The contractors/bidders can view the Online Scheduled dates of e-tendering System (time schedule) hereinafter referred as "Key Dates" for all the tenders floated using the online electronic tendering system on above mentioned portal (website) http://www.tenderwizard.com/LIC

The bidders are strictly advised to follow dates and time as mentioned in Key Dates of a particular Bid/tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule (Key Dates) to continue their participation in the Bid/tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined.

The bidder should ensure that the status of a particular stage should be shown as "Completed" before the expiry date and time of that particular stage and they should possess a copy of receipt of completion of each stage to be performed from their end which should match with the status with their offer on online portal. It will be the sole responsibility of the bidder if the status of a particular stage is "Pending" till the expiry date and time of that stage and he is not able to proceed further in the e-Tendering process. The Key dates are subject to change in case of any corrigendum / amendment in schedule due to any reason stated by the Department.

Obtaining a Digital Certificate and its Usage:

- On e Tendering System, the bids should be Encrypted and Signed electronically with aDigital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.
- The contractors may obtain Class III digital certificate from any Certifying Authority or Subcertifying Authority authorized by the Controller of Certifying Authorities on the portal http://cca.gov.in. or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic Tendering System (ETS):

E-Tender helpdesk		
Antares Systems Limited, "Honganasu", #137/3, Bangalore Mysore Road, Opp. KMS Coach Builders, Kengeri, Bangalore – 560 060		
email	lokesh.hr@antaressystems.com	

Help Desk Contact Details:

E-mail& Mobile Numbers:

sushant.sp@antaressystems.com -- +91 9731468511 lokesh.hr@antaressystems.com -- +91 9686115304

- The Bid (Online Offer) for a particular e Tender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission. In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.
- In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user ofa firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of agency for LIC of India, Central Office, Mumbai as per Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an "Authorization Certificate for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.
- The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- Bidders participating in e-tendering shall check his/ her validity of Digital Signature
 Certificate before bidding in the specific work floated online at the e-Tendering Portal
 (website) through http://www.tenderwizard.com/LIC.

Submission of Tender Fees: (When Applicable)

- The Contractors have to submit a Demand Draft /Banker's cheque of requisite amount as mentioned in the particular e-Tender (against the Tender fee) of any of the Nationalized / Scheduled Banks drawn in favour of the "Life Insurance Corporation of India" payable at "Mumbai" only, and not in favour of any other Authority or Location.
- The scanned copy of the Demand Draft / Banker's cheque against Tender Fees should be uploaded mandatorily during "Bid Hash Submission" stage (as per the due date mentioned in Key Dates of e-Tender and original DD should be submitted to the Executive Director (IT/BPR.), Central office, Life Insurance Corporation of India, 'Yogakshema',6thFloor West wing, J B Marg, Mumbai -400021 in a sealed envelope on or before the due date mentioned in Key Dates of respective e-Tender, otherwise your Tender will not be scrutinized.
- If the tenders are cancelled or recalled on any grounds, the tender document fees will not be refunded to the agency.

Submission of Earnest Money Deposit: (When applicable)

- Contractors have to deposit EMD of required amount in the form of BANK GUARANTEE of any of the Nationalized / Scheduled Banks drawn in the favour of the "Life Insurance Corporation of India" payable at "Mumbai" only, and not in the favour of any other Authority or Location.
- A scanned copy of Bank Guarantee against EMD should be uploaded mandatorily alongwith Bid submission stage (as per the Key Dates mentioned in e-Tender and Tender document) and original Bank Guarantee(B.G) should be submitted to the Executive Director, IT- SD Department, Central office, Life Insurance Corporation of India, Yogakshema, 6thFloor West wing, J B Marg, Mumbai 400 021 in the sealed envelope (BID I) within the time &date as mentioned in Key Dates of e-Tender, otherwise your BID will not be evaluated/scrutinized.

Tender Download:

• The Eligible Bidders can download the Tender Document online from above e - Tendering Portal http://www.tenderwizard.com/LIC before the Tender closing date & time mentioned in the e-Tender floated.

Submission of online bids:

(These may be clarified from M/s Antares (Tenderwizard) as required

- The bidders are required to prepare their bids on online e-Tendering Portal as mentioned above. During bid preparation, the bidders have to send their Public Key of DSC hence they are advised to procure DSCs at earliest to participate in the e-Tender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also, bidders are required to scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) and digital sign the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. They should view and note down or take a printout the Bid Hash submitted and ensure that it matches during "Re-Encryption of Bids" stage. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.
- **Generation of Super Hash:** After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "Digitally signed tender Super-Hash" will be generated by concerned LIC Department official. This is equivalent to sealing the tender box.
- **Re-Encryption of Bids:** Once the Generation of Super Hash stage is completed the Contractors/bidders have to decrypt their bids as they are in encrypted mode by their DSC and re-encrypt with Department user's Public Key which will be included in the e-Tender. During this process they need use their DSC for decryption of Bids and signing of Bid Hash once again for security. The electronic bids of only those Contractors/bidders who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Contractor who does not submit his bid seal (hash) within the stipulated time will not be allowed to submit his bid (Re-Encryption). This stage could be considered as transfer of control to LIC Department user.
- Pre-bid discussion with all applicants as per key dates to clarify doubts of potential bidders in respect of this RFP. Any prospective bidder may, in writing seek clarification in respect of the bidding documents, However, last date of submitting clarification request shall be 2 (two) days before the schedule Pre-bid meeting

Opening of Tender (Electronic offers):

- (a) Eligibility and Technical Bid shall be opened on the mentioned dates.
- (b) The date of opening of Price Bid shall be intimated to the Eligible Bidders.