



## Request for Proposal for Supply of laptops (Qty-150)

1.	Empanelment of Vendors for Supply, Installation and Servicing of Laptops
2.	Supply, Installation and Servicing of Laptops

[Ref: LIC/CO/IT-BPR/HW/Laptop /2023-24/02 Dated 23.08.2023]

**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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## Contents

A.	Definitions & Abbreviations:.....	4
1.	Definitions.....	4
2.	Abbreviations.....	5
B.	Invitation to Bid.....	7
C.	Eligibility Criteria:.....	7
D.	General Information and Instructions to the Bidders:.....	8
1.	Activity Schedule.....	8
2.	Earnest Money Deposit:.....	8
3.	Pre-bid Queries and Clarifications:.....	9
4.	Compliant Bids/ Completeness of Response:.....	9
5.	Qualification Criteria.....	10
6.	Terms and Conditions.....	10
7.	Cost of Bidding:.....	10
8.	Relationship between LIC and the bidders.....	10
9.	Instructions for Bid Submission.....	10
E.	Scope of Work:.....	13
F.	Standard Terms & Conditions:.....	13
1.	Bid Currency:.....	13
2.	Late Bids:.....	13
3.	Rejection of non-compliant bid.....	13
4.	Right to terminate the Process:.....	13
5.	Modification and Withdrawal of the Bids:.....	14
6.	Evaluation of Bids.....	14
7.	Preference to Micro and Small Enterprises (MSE):.....	16
8.	Certificate for Local content:.....	16
9.	Online Reverse Auction (ORA):.....	16
10.	Warranty:.....	16
11.	Agreement for Empanelment:.....	16
12.	Validity Period:.....	16
13.	Ambiguities within the Document.....	17
14.	Land Border Clause:.....	17
15.	Non-Disclosure Agreement (NDA):.....	17
16.	Performance Bank Guarantee (PBG).....	17
17.	Obligations of the Selected Vendor:.....	18
18.	Placing of Orders:.....	18
19.	Deliverables and Timelines:.....	19
20.	Transportation and Insurance:.....	19
21.	Road Permit:.....	19
22.	Pre-Dispatch Inspection (PDI):.....	19
23.	Acceptance Test on Delivery and Installation.....	19
24.	Pricing & Taxes:.....	20

25. Payment Terms:.....	21
26. Warranty, Maintenance and Servicing: .....	21
27. Access and rules for the Service Engineers for the maintenance of the Hardware of LIC: .....	22
28. Intellectual Property Rights.....	23
29. Booking of Breakdown Complaints: .....	24
30. Stocking of Spares/ Immediate replacement of faulty parts/ equipment during warranty period: .....	24
31. Service Level Agreement and Penalties: .....	24
32. Limitation of Liability: .....	26
33. Disputes:.....	26
34. Conflict of interest: .....	27
35. Fraud and Corrupt Practices.....	28
36. Consequences of Termination of Selected Bidder:.....	29
37. Force Majeure Clause: .....	30
38. Information Security related Conditions of LIC:.....	30
39. Rights reserved by LIC.....	31
40. Miscellaneous.....	32
Annexures:.....	34
Annexure-I: Bank Guarantee (BG) for EMD .....	34
Annexure-II- LIC Bank Account Details.....	35
Annexure-III-Declaration pertaining to Land Border clause.....	36
Annexure-IV: Undertaking for Warranty .....	37
Annexure-V: NEFT Mandate Form.....	38
Annexure-VI: Non-Disclosure Agreement .....	39
Annexure VII – Pre Contract Integrity Pact.....	43
Annexure-VIII- Manufacturer’s Authorization Form (MAF) for Laptops.....	48
Annexure IX – Declaration for PVC/BFR free Hardware Items.....	49
Annexure-X- ISO certification: .....	50
Annexure-XI -Declaration from the OEM for Part Code of Battery supplied. ....	51
Annexure-XII: Certificate from Processor Manufacturer.....	52
Annexure XIII: Declaration and Certificate of Local Content: .....	53
Annexure XIV- Performance Bank Guarantee (PBG).....	54
Annexure XV – Format of Agreement .....	55

## A. Definitions & Abbreviations:

### 1. Definitions

<b>LIC</b>	means without limitation the “Life Insurance Corporation of India” (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act 31 of 1956) having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021
<b>Bidder</b>	System Integrator /Original Equipment Manufacturer/ Company in its individual right.
<b>Empanelled Hardware Supply &amp; Servicing Vendor (HSSV)</b>	Any Bidder qualifying for both supply and servicing of the Hardware under this RFP will be empanelled as Hardware Supply & Servicing Vendor for Lightweight Touchscreen Laptops.
<b>Service Partner</b>	A company / firm in its individual right appointed by the Empanelled Hardware Supply & Servicing Vendor (HSSV) for servicing the Hardware supplied to LIC
<b>Agreement</b>	The written contract signed between the LIC and the Selected vendor with respect to any/all deliverables or services contemplated by this RFP and all the attached documents. The “Agreement” includes the RFP, all addenda/corrigenda issued by LIC subsequent modifications to the RFP, Response of the selected vendor to the RFP and the contract document itself.
<b>Authorized Signatory</b>	The person authorized by the company’s Board/ Managing Director/ Director for signing the bid documents on behalf of the company
<b>Cost of Hardware/Software item</b>	Cost of the Hardware and its peripheral /Software is inclusive of all the taxes and exclusive of GST only.
<b>Working Day</b>	shall be construed as a day excluding Sundays, Saturdays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India
<b>Day</b>	Calendar Day
<b>Clarifications</b>	Means Addenda, corrigenda and clarifications to the RFP
<b>Contract Value</b>	For Selected HSSV, the Contract Value will be calculated by multiplying the Quantities of all the Line items, with the approved L1 price of all the Line items after ORA.
<b>L1 quote</b>	Lowest price discovered through Online Reverse Auction
<b>L1 Bidder</b>	Bidder with L1 quote i.e lowest quote
<b>RFP</b>	This Request for Proposal Ref: LIC/CO/IT-BPR/HW/Laptop/2023-24/02 Dated 23wa.2023, inclusive of any clarifications/corrigenda/addenda to this RFP that may be issued by LIC.

## 2. Abbreviations

Abbreviations	Description	Abbreviations	Description
#	Serial Number	NDA	Non-Disclosure Agreement
SI	System Integrator	NPM	National Project Manager
AMC	Annual Maintenance Contract	OEM	Original Equipment Manufacturer
AS (IT)	Assistant Secretary (IT), LIC	OS	Operating System
B & AC	Bank assurance & Alternate Channel	P&GS	Pension & Group Schemes
BO	Branch Office, LIC	PBG	Performance Bank Guarantee
BOM	Bill of Material	SSD	Solid State Drive
CD	Compact Disk	PDI	Pre Dispatch Factory Inspection
CLIA	Chief Life Insurance Advisor	PO	Purchase Order
CO	Central Office, LIC	PO VALUE	Purchase Order Value
CPCB	Central Pollution Control Board	POC	Proof Of Concept
CSDC	Centralized Service Delivery Centre	POS	Point of Sale Terminal
Czee	Customer Zones	RFP	Request for Proposal
DME	Domestically Manufactured Equipment	RHEL	Red Hat Enterprise Linux
DO	Divisional Office, LIC	RM (IT)	Regional Manager (IT), ZO, LIC
EMD	Earnest Money Deposit	SI	System Integrator
HCTM	Hardware Complaint Tracking Module	SLA	Service Level Agreement
HSSV	Hardware Supply & Service Vendor	SNR	Site Not Ready
HSV	Hardware Servicing Vendor	SO	Satellite Office, LIC
IM	Introductory Meeting	SPCB	State Pollution Control Board
MAF	Manufacturers' Authorization Form	SPOC	Single Point of Contact
Manager(IT)	Manager (IT), DO, LIC	STC	Sales Training Centre,
MASH	Metro Area Servicing Hub, LIC	ZO	Zonal Office, LIC
MDC	Management Development Centre, LIC	ZTC	Zonal Training Centre, LIC
MS	Microsoft	GST	Goods and Service Tax
CZ	Central Zone	PVC	Polyvinyl Chloride Value
EZ	Eastern Zone	BFR	Brominated flame retardant
ECZ	East Central Zone	PAN	Permanent Account Number
NZ	Northern Zone	INR	Indian National Rupee
NCZ	North Central Zone	PMA	Preferential Market Access
SZ	Southern Zone	IT	Information Technology
SCZ	South Central Zone	SSD	Solid State Drive
WZ	Western Zone	PPLC	Purchase Preference Policy linked to Local Content

**Disclaimer:**

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.

2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP

4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the 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 Directors, Officers, employees , agents disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document and any addendum/corrigendum to it or conduct ancillary to it whether or not the loss or damage arise in connection with any omission, default, lack of care or is representation on the part of LIC or any of its officers, employees or agents. All information processed by the Bidder during solution deployment and maintenance belongs to LIC. By having the responsibility to maintain the infrastructure, the Bidder does not acquire implicit access right to the information or right to redistribute the information.

## B. Invitation to Bid

The Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (31 of 1956) and having its Central Office at "Yogakshema", Jeevan Bima Marg, Mumbai -400021, hereby invites online bids through GeM vide Bid No. \_\_\_\_\_ (hereinafter referred to as "Bids"), to this Request for Proposal ("RFP") from all eligible bidders to meet the requirements set out in this RFP document.

The participation can be from:

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

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.

### Tender Details:

Sr. No.	Description	
a.	Type of Job – Service/ Goods/ Works Contract	Goods
b.	Divisibility of the tender - Divisible/ Non-divisible	Divisible
c.	Purchase Preference (MSE) - Applicable/ Not Applicable	Applicable
d.	Purchase Preference (Local Content) - Applicable/ Not Applicable	Applicable

1. **Price Bids have to be submitted online in GeM Portal.** Any terms and conditions, counter terms etc. stated by the Bidder in his bid will not be binding on the Corporation. Unsolicited/ conditional discounts if offered by any party will not be considered and offers of parties offering such unsolicited discounts are liable to be rejected.
2. Your online bid should be submitted on or before the due date of this tender. Bids not in the prescribed format are liable to be rejected. LIC does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/ or other documents/ instruments to be submitted in physical form due to postal delay. No claims on this account shall be entertained.
3. It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of Tender and the successful Bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on its account thereof.
4. Your offer is liable to be rejected if there is any deviation from the tender document and its attachments. Kindly contact us if you need any clarifications before submitting your offer.
5. In case of any clarification pertaining to the tender, the following personnel can be contacted via email:

<u>Name &amp; Designation</u>	<u>Email ID</u>
Ms Shubhada Gaikwad	<a href="mailto:co_ithw@licindia.com">co_ithw@licindia.com</a> Office: 022-67090453

## C. Eligibility Criteria:

Eligibility criteria for the bidders are as given in the table below. The bidders satisfying the eligibility criteria will be empaneled as Supply Vendor up to 31.03.2025.

#	Eligibility Conditions	Documentary Evidence Required
1	The Bidder must be an Indian Company/ Partnership firm registered under applicable Act in India.	Certificate of Incorporation issued by Registrar of Companies/ any other relevant authority with full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed, Copies of valid certificates for GST, Copy of PAN attested by authorized signatory of the company
2	The bidder should have completed three financial years of existence since the date of commencement of business, as on the date of the tender	



3	The bidder should have supplied at least 45 laptops to any Government Organisation/ PSU, in at least one year out of the last three financial years – 2022-23, 2021-22, 2020-21. The condition for MSE bidders is 40 laptops.	Copies of Purchase Orders/ Invoices or any other document which shows quantity of laptops supplied. Works executed as part of a consortium will not be considered.
4	The Average Annual Turnover of the bidder for three out of the last five financial years should be at least 68 lakhs.	Copies of Audited Balance Sheet, Profit & Loss statement/ Certificate from Chartered Accountant for the last five financial years. If CA Certificate is submitted, UDIN number should be mandatorily included in it.
5	The bidder should have positive net worth as per the latest audited financial statement.	
6	The bidder should submit an Authorization for the signatory nominated for signing of all the documents submitted in this RFP.	Copy of Board resolution appointing the authorized signatory and Power of Attorney, if required.

## D. General Information and Instructions to the Bidders:

### 1. Activity Schedule

Activity	Details
RFP Reference & date	Ref: LIC/CO/IT-BPR/HW/Laptops/2023-24/02 Dated <b>23.08.2023</b>
Bid Processing Fee	Non-refundable bid processing fee of Rs. 5,900 (INR 5000 + GST @ 18%) must be deposited through online NEFT/RTGS to the account of Life Insurance Corporation of India. The bank details are given in Annexure-II.  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 in the envelope as mentioned in this RFP document
Address for submission of Bid	The Executive Director (IT/BPR) Jeevan Seva Annexe Building 2nd Floor, SV Road, Santacruz West, Mumbai -400054
Last date and time for bid submission	<b>On Monday, 25<sup>th</sup> Sept 2023</b> , latest by 3:00 p.m.
Mail-Id for correspondence	<a href="mailto:co_ithw@licindia.com">co_ithw@licindia.com</a>

### 2. Earnest Money Deposit:

Bidders shall submit, along with the Eligibility Bid, Earnest Money Deposit (EMD) of Rs. 4,50,000 (Rupees Four lakh fifty thousand only). The EMD will be submitted by way of Bank Guarantee (BG) payable at Mumbai, which should be executed by a Nationalized/ Scheduled Bank in the format given in **Annexure-I**, valid for a **period of 4 months from the date of submission of Bid**.

- EMD will be refunded to the selected vendor only after submission of Performance Bank Guarantee (PBG) by the selected vendor. No interest will be paid on the EMD.
- The EMD of those Bidders who do not qualify for the supply of hardware, will be refunded to them without interest after the procedure for selection of vendor is completed.
- Relaxations to MSEs regarding submission of EMD will be applicable as per government guidelines. Preferences/ benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012. To be eligible for the preference, supporting documents to prove eligibility for exemption must be uploaded for evaluation by the bidder.
- The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if:
  - The bidder qualifies and backs out of the L1 quotes.
  - In case the bidder is found to be indulging in Fraudulent & Corrupt practices as



defined in the relevant clause mentioned in this RFP.

5. Bids submitted without EMD or EMD not submitted conforming to the above criteria will be treated as non-responsive and will be summarily rejected by LIC if
  - The Bidder withdraws or amends its Bid during the period of Bid validity; or
  - The Bidder makes any written statement or encloses any form which turns out to be False/incorrect at any time prior to signing of Contract;
  - Bidder does not respond to requests for clarification of its proposal.
  - Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
  - If, on selection, the vendor fails to:
    - To sign the contract; or
    - To furnish unconditional and irrevocable Performance Guarantee as mentioned in this RFP; or
    - To furnish Non-Disclosure Agreement (NDA) as per LIC's format.

### **3. Pre-bid Queries and Clarifications:**

- a) The Bidders will have to ensure that all their queries are submitted in one consolidated mail as per the format below, latest by the date and time mentioned in the Activity Schedule. Kindly note that file size should not exceed 1MB. The last date for submission will be in accordance with the date as mentioned in GeM bid.

#### **Template for submitting queries:**

- 1) Name of the person:
- 2) Contact Details:
- 3) Name of the organization:
- 4) Query details:

S.No.	Tender Page No	Tender Clause No	Tender Clause	Query

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

### **4. 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 comprehensive with explicit documentary evidence in support 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.

d) Rejection of non-compliant bid:

- 1) LIC reserves the right to reject any or all bids on the basis of any deviation(s).
- 2) 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.

e) Bid with insufficient information to permit a thorough evaluation 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) If a bid is not responsive and not fulfilling all the conditions of the RFP, it will be rejected by the Corporation and may not subsequently be made responsive by the bidder by correction of the non-conformity.

## 5. Qualification Criteria

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

## 6. 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 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 issued will form the part of the purchase orders/any resulting contracts, to be issued to the successful bidder/s from time to time as an outcome of this RFP Process

## 7. 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.

## 8. 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.

## 9. Instructions for Bid Submission

This is a tender through GeM and hence Bids must be submitted "Through GeM only". The bidders should submit their Eligibility and Technical bids through **GeM vide GeM Bid Number: GEM/2023/B/3865295 Dated 23.08.2023.**

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-II**. The details of the transaction viz. scanned copy of the receipt of making transaction UTR no & date of Transaction are required to be uploaded on GeM portal at the time of "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. Numbered & spiral bound hard copy duly signed on each page by authorized person to be submitted for our records.

If the submission to this RFP does not include all the documents and information required or is

incomplete, the RFP is liable to be summarily rejected.

The indicative prices are ONLY to be quoted in the commercial bid. During Bid evaluation, if any deviation is observed, LIC may call for clarifications/ confirmations and may decide to accept any deviation at its discretion and the decision of LIC in this matter will be final. However, this will be done before opening of indicative commercial bids. The Bidder should certify that the contents of the uploaded bid are the same as that provided by way of hard copy. In the event of a discrepancy, the uploaded copy details would prevail.

Bids should be submitted well before the closing time. Submitting the bid online in the last few hours before the bid closing time should be avoided in the bidder's own interest. Neither the Service Provider nor LIC will be responsible for any lapses /failure on the part of the bidder, in such cases.

Submission must be made as per the provided formats/templates. Any material deviations in the formats/templates may result in the rejection of the Bid. Please note that any deviations mentioned in the bid will not be considered and evaluated by the LIC. The bid may be treated as legally void and will be rejected if Bid is not signed by the duly authorized person, Pre-contract Integrity Pact (not duly filled and not signed).

The bid (all documents and Annexure submitted as a part of bid or called for by LIC) must be duly signed on each page and stamped on each page. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for unamended printed literature/technical data-sheet available in the public domain.

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

- Bid is not signed by the duly authorized person or
- Bid submitted is unsigned or partially unsigned or
- An image of signature found pasted on pages instead of wet signature or
- Scanned bid is submitted
- Bids are not submitted as stipulated above.

Please note that if the file/document containing technical bid is found to contain indicative commercial bid also, then that bid will be rejected outright. Please Note that prices must not be indicated in the Technical Bid, failing which the Bid may be rejected.

By submitting a signed bid, the bidder's signatory certifies that in connection with this RFP:

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

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

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

The Bidders should submit their Bid along with the required documents and Certificates as stated in the Section – Eligibility Criteria or elsewhere in the RFP.

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

The 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 any compliance or clarification sought by LIC is not submitted within 5 business days of being called for, the bids are liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final and binding.

During scrutiny of technical bid, if any technical specification/s of any item is/ are changed by mutual consent to meet our requirement, all the Bidders will be informed of the same and asked to submit fresh quotation for that/ those item/s if any, in a separate submission super-scribed "REVISED BID for RFP Ref: LIC/CO/IT-BPR/ HW/Laptop/2023-24/02 Dated:07.08.2023 RFP for Supply, installation and servicing of Laptops.

The following documents have to be submitted:

**Eligibility bid:**

- i. Duly certified copy of the Board resolution appointing the authorized signatory or Power of Attorney authorizing the signatory for signing the Bid.
- ii. EMD BG as per **Annexure-I**
- iii. Bid Processing Fee (scanned copy of receipt to be uploaded)
- iv. Land Border declaration, as per format given in **Annexure-III.**
- v. Undertaking of Warranty duly signed and stamped, as per format given in **Annexure-IV.**
- vi. Bank Details for payments through NEFT, as per format given in **Annexure-V** along with a cancelled cheque.
- vii. Certificate of Incorporation issued by Registrar of Companies/ any other relevant authority with full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed attested by authorized signatory of the bidder.
- viii. Copy of valid GST Certificate attested by authorized signatory of the bidder.
- ix. Copy of PAN attested by authorized signatory of the bidder.
- x. **Escalation Matrix** comprising of Details of the contact person i.e. Name, Phone Nos., e-Mail ID for escalations;
- xi. Non Disclosure Agreement (NDA) as per **Annexure-VI**
- xii. Pre Contract Integrity Pact as per **Annexure-VII**  
Any bid submitted without the Pre Contract Integrity Pact will summarily be rejected.
- xiii. Copies of Purchase Orders/ Invoices or any other document which shows quantity of laptops supplied, as per the eligibility criteria defined.

**Technical bid:**

- i. Technical Bids (**Annexure - Technical Specification**) along with relevant brochures, certifications, undertakings, declarations.
- ii. Copy of Manufacturer's Authorization Form (MAF) from OEM in the format given in **Annexure-VIII.** The original MAF, duly ink signed, should be submitted to LIC at the address given in the RFP document.
- iii. Declaration for PVC BFR free model **Annexure-IX**
- iv. **ISO Certifications** - ISO 9001:2008 & ISO 14000 Certifications from the OEM for the Models quoted by the Vendor-**Annexure- X.**
- v. Laptop Battery Part Code and cost- **Annexure XI-** Laptop Battery part Code.
- vi. Certificate from Processor Manufacturer- As per **Annexure- XII.**
- vii. Certificate from OEM Microsoft stating the originality and genuineness of the Windows software supplied with Laptops under this RFP.
- viii. Declaration and Certificate of Local Content- As per **Annexure XIII.**

**Indicative Commercial bid:**

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

The above lists of requirements are indicative only. The bidder should refer to the bid document for all requirements that are required to be submitted along with Eligibility and Technical Bid and Indicative Commercial Bid. The Annexures and their contents should be submitted as stated in the format only. The Bid may be rejected in case of non-adherence to any of the above instructions.

## **E. Scope of Work:**

- a. Supply of Laptops as per the specifications in the Technical Annexure, at LIC's Central Office located at Mumbai and other Offices at Pune, Ernakulam, Chennai, Bhopal, Delhi, or any place as per PO, installation of Laptops at LIC premises and installation of drivers of the connected peripherals. In case the OS and MS Office or other software is provided by LIC then no additional charges shall be paid to the Vendor for installation/reinstallation of any software/ OS.
- b. Downloading of firmware and upgrades, installation of antivirus, incorporation of Active Directory, OS updates, MS Office provided by LIC and complete installation of the laptops in order to make them function seamlessly in the LIC environment.
- c. Post installation support of the systems supplied and installed until the hardware is under warranty.

## **F. Standard Terms & Conditions:**

### **1. Bid Currency:**

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

Bid Validity Period: Bids shall remain valid for 120 days from the date of bid Submission.

### **2. Late Bids:**

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

### **3. 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.

### **4. 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.
- f) Bids with insufficient information to permit a thorough analysis may be rejected.
- g) Bids not conforming to the requirements as per the terms and conditions of the RFP 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 only. However LICs decision in these matters will be final.

**Disqualifications:**

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

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

**5. Modification and Withdrawal of the Bids:**

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

**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:**

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

**c. Eligibility for Empanelment**

All the bidders found suitable on the basis of “Eligibility Criteria” and / or on the basis of evaluation done by the LIC, will be empanelled as Hardware Supply and Servicing Vendor for (HSSV) of Laptops.

- i. The results of the evaluation will be published on our website <https://www.licindia.in>, Tender section and also on GeM portal.

The bidder(s) are advised to visit the above website for any information in reference to this RFP.

- ii. Once the panel is finalized as a result of this RFP, any request for changes to the panel will be considered only during the next RFP process or until the Empanelment is dissolved by LIC.

**d. Technical Bid Evaluation:**

The Technical bids of Bidders who qualify as per the Eligibility Bid evaluation, will ONLY be evaluated. The Technical Bid response contains the detailed specification(s) for individual items.

- i. The proposed models maybe subject to technical evaluation at our end before the opening of



the Commercial bid. LIC may reject any such model without assigning any reason and LIC's decision in this matter will be final.

- ii. The quotes for the technically qualified models only will be taken for commercial evaluation.
- iii. In case the model(s) quoted by a bidder for the line item is/ are technically disqualified, the bidder shall replace it/them with model/s which is/ are of higher technical specifications at the price quoted for the disqualified model/s. All supporting technical documents for the new model/s offered under the line item/s should be submitted within five working days from date of intimation by LIC, **failing which bidder will not be qualified for Commercial Bid Opening.**

The bidders submitting all the required documents (as per Eligibility Bids section and Technical bid Section) 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 bidder 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.

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

e. **Submission of laptop for POC-**

LIC will conduct a Proof of Concept (POC) of the laptop with Windows to test for compliance to, SOA and Glassfish, as mentioned in the **Technical specification (Annexure-Technical Specification)**. The bidder has to provide the model/s quoted on or before the date of submission of Bid for conducting the POC and the model should be RHEL certified. The bidder has to demonstrate the installation of MySQL, MF SOA server/ Server Express, Glassfish Server & Netbeans. POC will be conducted for Laptop at LIC premises.

Upon installation, the bidder has to demonstrate all the said software running successfully. All POCs have to be conducted in LIC's premises and the period of POC will be decided by LIC. All the required software will be provided by LIC. All the drivers required for the installation of above mentioned software will have to be provided by the Bidder.

Based on the outcome of the POC, LIC will decide on the approval of the model proposed.

It is compulsory that the model that will be supplied by the vendor to all the locations will be the same model on which successful POC was conducted at LIC premises and approved by LIC. If POC is not successfully completed for laptop, the model cannot be quoted and will be summarily rejected if quoted.

**Commercial Bid Evaluation:**

- a) The indicative commercial bid submitted by the Bidder will be evaluated only if they qualify the eligibility and technical criteria.
- b) The indicative commercial bid has to be in the format as provided in **Annexure- Commercial**.
- c) The Indicative Commercial Bids of technically short listed bidders will be opened by the Tender Opening Committee in the presence of bidders/ their Authorized representatives who choose to attend. Thereafter, these bidders need to participate in online reverse auction through GeM.

The estimated quantities are mentioned in the Indicative Commercial Bid format given in **Annexure- Commercial**. The quantities are indicative and may vary to the extent of +/- 25%. 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 given format. Bidder should note that quotes should be in integer only (i.e. non decimal).
- b) Purchase preference for PPLC as per PPLC (MII) Policy and Purchase Preference for MSE as per MSME policy shall be applicable for this RFP.



## **7. 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.

## **8. Certificate for Local content:**

The bidder at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content in the format given in **Annexure-XIII**.

## **9. Online Reverse Auction (ORA):**

ORA will be conducted after the opening of the Commercial Bid. The ORA will be conducted using GeM tools. The date and time of the ORA will be informed to the Bidders subsequently. If the number of bidders is more than five, then H1 elimination clause will be applicable before proceeding for ORA.

## **10. Warranty:**

- a. Warranty period of the supplied products (comprehensive on-site warranty for laptop including power adapter and battery) shall be 3 years from the date of final acceptance of goods or after completion of installation (whichever is later) at consignee location.
- b. OEM Warranty certificates must be submitted by successful bidder at the time of delivery of goods.
- c. In case the laptop is received as "Dead on Arrival", the vendor is required to replace the same within two weeks and the date of installation of the replaced laptop will be reckoned as the installation date.
- d. In case of 2 defects occurring within 3 months from the date of installation in any of the components: Hard Disk, Display, Motherboard, the vendor shall replace the laptop with a new laptop within 30 days.
- e. If the vendor fails to replace the unit as mentioned in point no. c and d above, then the amount equal to the original value of the laptop along with taxes and duties shall be deducted from the vendor's current running bill or Performance Bank Guarantee and vendor must collect back the defective machine from the location at their cost and expenses.
- f. Its Personnel, including its Specified Personnel, should have the necessary experience, skill, knowledge and competence to perform the services;
- g. The services will be complete, accurate and free from material faults; and
- h. 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.
- i. The Vendor will have to represent and warrant that:
  - It has the right to enter into the Contract resulting from this RFP;
  - It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;

## **11. Agreement for Empanelment:**

The Vendors empanelled through this RFP as **Hardware Supply and Servicing Vendor (HSSV)** shall sign an Agreement with LIC. The empanelment as **HSSV** will come to effect only after the Agreement for empanelment is signed by the successful bidders and LIC, within a period of 21 days from the date of intimation of empanelment.

## **12. Validity Period:**

### **a) Empanelment:**

All the bidders fulfilling the eligibility criteria as mentioned in the RFP will be deemed to be empanelled vendors for supply and servicing of Laptops. The Empanelment of the Vendors will be valid upto 31.03.2025. 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. LIC reserves right to extend the validity of the contract with successful Bidder(s) subject to conditions that,

- Services of the successful Bidder(s) are satisfactory;
- Prices are re-negotiated as per prevailing market conditions

b) **Approved rates under the RFP:**

The prices of laptops approved by LIC will be valid up to 31.03.2024. LIC may place order for any additional requirement arising during this period to the extent of 25% of the originally declared quantity. LIC may, at its discretion, extend the price validity period up to 90 days with mutual agreement with the Vendor.

### **13. Ambiguities within the Document**

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

- a) Apart from the clauses where specifically mentioned all other terms and conditions of the RFP are applicable
- b) 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;
- c) 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
- d) as between any value written in numerals and that in words, the value in words shall prevail.

### **14. 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.

### **15. 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-VI** duly signed by the Authorized Signatory of the Company. **NDA is not required to be submitted at the bid submission stage.**

### **16. Performance Bank Guarantee (PBG)**

- i. Unconditional & irrevocable Performance Bank Guarantee (PBG) to the tune of 10% of the L1 prices of total project cost approved shall be submitted by the selected bidder in the format given in **Annexure-XIV**.
- ii. The Performance Bank Guarantee shall be submitted within 15 days from the date of intimation. Failure to do so may attract a penalty of Rs.2,000/-per day, subject to maximum penalty of Rs. 20,000/-
- iii. In case the selected bidder fails to submit performance guarantee within the time stipulated, LIC at its discretion may cancel the notification placed on the selected bidder without giving any notice.
- iv. 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 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.
- v. The PBG will not carry any interest.
- vi. In the event of any contract amendment, the Vendor shall, within seven days of agreeing to such amendment, furnish the amended PBG, valid for the duration of the Contract as amended, including warranty obligations contract as per the agreed terms & conditions.
- vii. 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 within one month prior to the expiry of the earlier PBG, unless otherwise intimated by LIC.
- viii. The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract:
- The bidder fails to honour expected deliverables or part as per this RFP after issuance of PO.
  - Any legal action is taken against the bidder restricting its operations.
  - Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder.
  - LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- ix. The performance guarantee will be discharged by LIC and returned to the issuing bank with intimation to the Vendor not later than 60 days following the date of completion of the Vendor's performance obligations including any warranty obligations under the contract.

### **17. 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.
- vii. 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. 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. Selected vendor necessarily has to execute all the purchase orders issued by LIC and meet all the obligations of the Contract. 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.
- e) No advance payment or interest will be made by LIC.

### **19. Deliverables and Timelines:**

The delivery period will be 45 days from the date of the issue of the Purchase Order for Mumbai and 50 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 delivered late. For installation, 7 days over and above 45/ 50 days will be provided to the vendor, beyond which a penalty equal to 0.5% of the cost of item not installed will be charged per day subject to a maximum of 5% of the cost of item for which installation not done. If the Laptops are not delivered within 75/ 80 days as applicable, from the date of placing of the Purchase Order or installation is not done for them in 25 days from the date of delivery of the laptops, 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.

### **20. Transportation and Insurance:**

- a) The Vendor is required to deliver the Laptops to the various locations of LIC across the country as specified in the Purchase Orders. Transportation and Insurance of Laptops 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 Laptop, within 10 days, irrespective of the settlement of claim by the Insurance Company.

### **21. 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.

### **22. Pre-Dispatch Inspection (PDI):**

The Vendor shall conduct a Pre-Dispatch 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 is given by LIC. The Hardware Inspection format shall be available on LIC's Vendor portal.

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

### **23. Acceptance Test on Delivery and Installation**

Each of the hardware delivered at the site will have to undergo an acceptance test, which shall be a part of the complete installation of the equipment/machine and should be a part of the Installation report. The test shall necessarily check all the performance parameters as per the Technical specifications like RAM, SSD, Display, Processor, battery life, OS performance etc as mentioned in the RFP and any other further clarifications.

LIC reserves the right to cancel the order in part or full in the event of serious discrepancy in hardware or firmware noticed as per the above (performance, printer yield etc) after receipt of the Hardware. In such a case:

- a) LIC may cancel the entire purchase order and ask the Vendor to recall the equipment's back at the Vendor's costs and risks; and/or
- b) The Vendor shall have to replace the entire hardware consignment as per the committed specifications; and/or
- c) The Vendor will be required to replace the Hardware supplied with any of the other technically qualified Models. However, the new hardware should be delivered within delivery period as per the original Purchase order; and/ or
- d) The Bank Guarantee may be invoked to make good the loss or damage and/or.
- e) The Selected Vendor may be debarred to participate in future RFPs in case serious violations are observed and LIC's decision in this matter will be final and binding on the vendor.

#### **24. Pricing & Taxes:**

- a. Price shall be **all-inclusive**, but exclusive of GST. Applicable GST will be reimbursed to the successful bidder in proof of having paid the said taxes on behalf of LIC.
- b. The vendor shall be entirely responsible for upfront payment of all applicable taxes like Central/ State levies, sales tax, excise duty, cess, license fees, road permits, transit insurance, service tax etc. in connection with the delivery of products at the site. Vendor shall be entirely responsible for compliance with the respective tax authorities, in connection with delivery of products at site.
- c. 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 and excise duty including any newly introduced taxes shall be permitted.
- d. LIC will deduct taxes from the amounts due and payable to the vendor, wherever applicable. The vendor should agree 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.
- e. 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.
- f. The vendor will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST incurred until delivery of the contracted services to LIC. The vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the vendor shall include all such taxes in the quoted price.

Prices quoted should be exclusive of GST (Central / State Government taxes/duties and levies) but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc.

The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified separately. GST will be reimbursed at actual.

All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by vendor. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

- g. **Deduction of Taxes at Source**

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



## **25. Payment Terms:**

- a) The payment will be made through NEFT only.
- b) Payment terms: 70% payment shall be made after delivery, 25% payment shall be made after installation and remaining 5% will be made at the end of warranty period (3 years after the date of installation).
- c) Payment will be made 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 Laptop.
- d) 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.
- e) Payment related objection must be raised in writing within 30 days from the date of release of payment. No such objection would be entertained beyond that period.
- f) 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 overpayment.

## **26. Warranty, Maintenance and Servicing:**

### ***Terms & Conditions for maintenance of Hardware & Software during the Warranty period***

- a) Laptops shall be under comprehensive on-site warranty covering all parts and labor for a period of Three years.
- b) During Servicing of the Hardware in the warranty period or whenever required, the Vendor has to install original OEM manufactured Spare Parts of same or higher configuration (subject to compatibility and approval from LIC). The Vendor shall also ensure the consumable support from the OEM and an agreement has to be in place between the Supply Vendor and the OEM for the above support. The work at LIC and its offices shall not be hampered for want of support from the Supply Vendor due the inability of the OEM to supply the spares or consumables. The terms and conditions of the MAF submitted by the OEM will be strictly applicable and will be adhered to.
- c) Warranty should not become void if LIC buys any other supplemental hardware from a third party and installs it within these machines in the presence of the representative/ engineer of the Vendor. However, the warranty will not apply to such third party hardware items, if installed.
- d) Normal wear and tear of hardware (that is mother board, display screen, keypad, touchpad, SSD, RAM, processor of laptop etc.) due to regular usage is not to be treated as physical damage and should be included in the warranty. In case of normal breakdown of any hardware, if the problem is not resolved within resolution time specified in the above table, stand by machines are to be provided to avoid penalty.
- e) If the damage to the hardware is due to the power fluctuations or physical damage visible externally due to mishandling by LIC personnel or the damage by external factors like fire, flood, rat bite etc then LIC would bear the cost of the parts damaged but the onus of proving the same will be with the Vendor. However, the Vendor will be required to provide immediate system/solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown. Any physical damage of hardware should be proved by the vendor.
- f) In case of Partial/Full damage or loss of the equipment due to reasons beyond the control of LIC, like Theft, Fire, floods etc., then the Vendor should supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown.
- g) In both the cases mentioned above, fresh order will be placed by LIC with the Vendor concerned

for the supply of the new hardware against the lost/damaged equipment/ component. Monthly rental of 5% of basic Hardware cost will be payable to the Vendor for the equipment supplied as standby. If the Vendor does not provide standby equipment, the penalties as per Chart of Penalties will be imposed.

- h) Whenever any Hardware equipment is taken out of an LIC site for repair, the same hardware has to be returned after repair unless it is declared to be irreparably damaged. When any Hardware equipment is taken out of an LIC Office for repair, the vendor shall make all arrangements for removal of the equipment, transit insurance, its transportation to the workshop and back to LIC's site and its re-installation. The details of all such hardware which is taken out and thereafter reinstalled has to be entered by the Hardware engineer in the LIC's HCT Module and authorized by an officer of the respective office. Insurance of such equipment also has to be arranged by the Vendor and all expenses for the above shall be borne by the Vendor. The Vendor shall hand over and reinstall the systems in 100% working condition after repair/maintenance/rectification within 30 days, after repair/maintenance/rectification. Thereafter, the Vendor shall reinstall the same machine after repair unless it is declared to be irreparable.
- i) In the event of replacement of the system or any part thereof, it should be done with an equipment/ part, equivalent or of higher configuration which is compatible with the existing system.
- j) Wherever any system has to be shifted from one LIC location to another, as decided by LIC, the Vendor is required to uninstall / reinstall and maintain the system/s at the new location, without any extra cost on account of reinstallation. The Packaging of the Hardware and the transportation along with the transit Insurance will be done by the respective Divisional Office/ Zonal Office and the cost of the same will also be borne by LIC.
- k) All the tools, test equipment and fixtures etc. (if any) required for the on-site comprehensive servicing of the equipment, shall be provided by the Supply Vendor.
- l) During the warranty period, the Vendor will be required to keep the system in 100% working condition. The vendor will attend to all breakdown calls reported for the Equipment/Systems and rectify problems thereof and replace the faulty components of the systems with original OEM spare parts and serviceable components.
- m) Items covered under Warranty: The warranty is on comprehensive basis and ALL PARTS of the Lightweight Touch screen laptop and other Laptops will be covered under warranty including **Wireless Mouse, Battery and Adaptor Cable.**

**27. Access and rules for the Service Engineers for the maintenance of the Hardware of LIC:**

- a) Service Engineers/ Representatives of Vendor shall invariably carry their identity cards with them, without which they will not be allowed to access LIC's Systems. Service Engineers of the Vendor shall have access to the Computer Systems/ Peripherals only after obtaining clearance from LIC's authorized officials. No component of the System/data/ log information will be taken out of LIC's premises without clearance from LIC's authorized Officials.
- b) Service Engineers of the vendor shall have access to the Computer Systems/ Peripherals only after obtaining prior clearance from LIC's authorized officials. No component of the System/data/ log information will be taken out of LIC without prior clearance from LIC's authorized Officials.
- c) During the warranty period, the vendor/vendor's engineers may have access to confidential information of LIC for the purpose of resolving any issue covered under this Contract. The vendor or engineer shall not disclose at any point of time to any other person/third party the information so received and shall 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 possess such information in order to accomplish the purpose stated above and also 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. Violation of this will lead to legal action, recovery of damages and debarring the vendor from participating in any future RFPs floated by LIC.

## **28. Intellectual Property Rights**

- As part of this project bidder/service provider will use software/tool to deliver services and will render services for installation as well as servicing along with supply of Laptops. If the use of any such software by/for LIC/ rendering such services infringes the intellectual property rights of any third person, bidder shall be primarily liable to indemnify LIC to the extent of direct damages against all claim, demands, cost, charges, expenses, award, compensation etc. arising out of the proceeding initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder under this project.

Third Party Material: Bidders 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.

### **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.
- Rights in Bidder's Pre-existing IPR There shall be no assignment or transfer of any Bidder's pre-existing IPRs (including any amendments, modifications or enhancements thereto) pursuant to this Agreement.
- 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 Licenses as provided in this clause 4.10.
  - c. Rights in Vendor's Pre-existing IPR
  - d. There shall be no assignment or transfer of any Vendor's pre-existing IPRs (including any amendments, modifications or enhancements thereto) pursuant to this Agreement.
- Patent Rights and other litigation costs In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the systems or any parts thereof with relation to the contract deliverables, in LIC's country, Bidder(s) will act expeditiously to extinguish such claim. If Bidder(s) fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, Bidder(s) will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to Bidder(s) 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.

## **29.Booking of Breakdown Complaints:**

- a) LIC has its own Hardware Complaint Tracking Module (HCTM) through which mails for hardware breakdowns will be generated to the CSDC. The selected Vendor will be provided access to LIC's Vendor Portal through which Breakdown Complaints can be monitored.
- b) Breakdown complaints will be booked by the user of the machine of the respective LIC office through LIC's Complaint Tracking Module from any office of LIC and the Vendor/ Service Partner has to use both the CSDC as well as the mails generated from HCTM for monitoring LIC's breakdown calls.
- c) The downtime / breakdown period will be reckoned from the date and time of logging of the complaint through the Hardware Complaint Tracking Module by LIC's authorized official/ user. Complaint ID no. allotted by the module will be the reference no. for any query in this regard. Vendor has to track and monitor complaints through the Vendor Portal, developed by LIC. However for breakdown calls booked after 5.30pm by a user official on a working day will be treated as a call booked on the next working day at 10.30 am.
- d) For complaints not booked through module in rare circumstances which must have arisen due to unavoidable situations, the Vendor should ensure that the details of such breakdown attended are properly recorded in the online CCR with complete details.
- e) Complaint(s) will be deemed to be resolved if Online Call Closing Report (CCR) in the LIC's HCT Module is closed. Details will be entered in the online CCR by the service engineer and authenticated by the user/ programmer of respective LIC Office. System date and time will be taken for closure. However if for any reasons like non connectivity to the system or due to non access to the system by the Vendor engineer for closing the calls in the HCT module, the servicing engineer of the Supply Vendor should record the call closure in the manual call register on the letter head of the Vendor with the signature of the Vendor Engineer and the signature of the user and upon actual call closure the manual record has to be made use of by the engineer and user for closing the calls in the HCT Module.
- f) The breakdown call will be treated as closed permanently after validation by User/ Manager (IT)/ Assistant Secretary (IT) at DO/ZO/CO of respective LIC Office, in the online CCR.
- g) Penalty will not be charged if it is due to the reasons attributable to LIC, but the onus of proving this will be on the Vendor. However, the Vendor will be required to provide immediate system/solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown. For Zones the RM(IT) of the Zone and at Central Office locations the Secretary(IT/BPR), Dy.Secy(IT/BPR) at Central Office will review the authenticity of the issue/cases and take a decision on the matter.

## **30.Stocking of Spares/ Immediate replacement of faulty parts/ equipment during warranty period:**

- a) Sufficient spares should be stocked. The minimum spares that should be stocked per component shall be equal to the quantum of spares consumed during the corresponding quarter of the previous year for the same component.
- b) Whenever any complaint for a part of the Hardware/ Peripheral is logged by LIC, the service engineer of the Vendor who attends to the complaint must invariably carry a spare of such part of the Hardware and should replace the same immediately, if required.
- c) In the event of replacement of any part of the system, it should be done with a part of equivalent or higher configuration which is compatible with the system.
- d) The vendor has to install original OEM manufactured Spare Parts of same or higher configuration (subject to compatibility). While attending to breakdowns where replacement of components is required, LIC may do a random / periodic audit of the spares used and in case of violation the matter will be viewed seriously.

## **31.Service Level Agreement and Penalties:**

Successful Bidder(s) will have to agree to SLA and penalty clauses as given below. It will form part of the contract.

The liquidated damages/ penalty will either be adjusted with the payments or by invoking of Bank Guarantee or will be separately realized from the bidder.

In case of cancellation of orders due to delay in deliveries/installations or deficiency in services etc., besides the penalty being charged ,the vendor may also be blacklisted by Life Insurance Corporation of India & may not be allowed to participate in any tenders for a period to be decided by LIC.

It is the responsibility of the vendor to maintain the laptops in working condition, during the warranty period. If any breakdown is reported during this period, it should be resolved within two days (48 hours) from the time of reporting in the vendor portal of LIC.

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

Service Levels:

Per day Breakdown charges up to 6 days beyond the 2 day limit	Per day Breakdown charges beyond 6 days	Maximum Penalty capping
0.5% of the cost of laptop	1% of the cost of laptop	20% of the cost of laptop.

**Indemnity:**

- a. Subject to Clause (b) 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, trade secret or Indian patents of any third party, 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 Vendor; or
  - iv. Information, direction, specification or materials provided by LIC or any third party contracted to it If any Service is or likely to be held to be infringing, Vendor will at its expense and option either
    - Procure the right for LIC to continue using it,
    - Replace it with a non-infringing equivalent,
    - 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.

- b. The indemnities set out in Clause (a) 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 for 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 defences 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 Clause 4.11 (a) 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).

### **32. 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 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.

### **33. 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:

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. 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

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.

#### **34. 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.

LIC requires that the Bidder provides professional, objective, and impartial advice and at all times hold LIC's interests' 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 LIC, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC.

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.

- a) Bidder shall not have a conflict of interest that may affect the evaluation process. Any bidder found to have a conflict of Interest shall be disqualified. In the event of disqualification, bidder shall forfeit and LIC shall appropriate the EMD, 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 advice and at all times hold LIC's interests' 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 LIC, 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 evaluation 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;
  - 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 Proposal 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.



### **35. Fraud and Corrupt Practices**

The Vendors, their employees, agents, advisers 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.
- e) "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 matter, directly or indirectly with the Selection Process or the Letter of Notification of Award 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 Letter of Notification of Award 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 bidder/ adviser of LIC in relation to any matter concerning the Project

#### **Confidentiality**

Any information or documents disclosed by a party under this clause

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

#### **Costs**

Each party to a Dispute must pay its own costs of complying with the clause 33. The parties to the Dispute must equally pay the costs of the arbitrator.

#### **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 33. Confidentiality and costs survive termination of the dispute resolution process.

### **Breach of this clause**

If a party to a Dispute breaches provision of the clause 33, the other party does not have to comply with those clauses in relation to the Dispute.

### **36. Consequences of Termination of Selected Bidder:**

LIC may, at any time, by a prior written notice of 30 days, terminate the contract or reduce the scope of the Services for non-performance or diminished performance or if any part of the service does not meet the specifications on three or more occasions.

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.

If the scope of services is reduced, LIC's liability to pay the service charges or to provide LIC Material abates in accordance with the reduction in the scope of services

On termination of the contract the Vendor must:

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

### **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.

The Parties agree that duration of Knowledge transfer shall in no event exceed 90 days.

### **Survival**

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

- a. Clause 10 Warranty
- b. Clause 20 Transportation and Insurance
- c. Clause 21 Road Permit
- d. Clause 26 Warranty, Maintenance and servicing
- e. Clause 36 Knowledge Transfer



f. Clause 38 Information Security related Conditions of LIC

### **37. Force Majeure Clause:**

- a) The Vendor shall be liable for any delay in execution or failure of their respective obligations under this agreement except for delay caused by occurrence of events beyond control of the Vendor (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Vendor only), including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, hostility, acts of public enemy, wars, riots, 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.
- d) If non-performance or diminished performance by the Affected Party due to the circumstances as per 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 of 30 days.
- e) If the Contract is terminated:
  - Each party will bear its own costs and neither party will incur further liability to the other
  - 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.

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

### **38. 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
- iv. The requirement for, and participation in, audits does not in any way reduce Bidders' responsibility to perform its obligations in accordance with the Contract
- v. This clause applies for the Contract Period including any extension period or till the termination or expiry of the Contract.

#### **Security clearance**

- 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.
- Bidder will be responsible for all costs associated with obtaining security clearances.

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

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

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

#### **Books and records**

The Vendor will:

- Keep adequate books and records, in accordance with Indian Accounting Standards, insufficient detail, to enable the amounts payable by LIC under the contract to be determined;
- Also maintain and retain books and records as mandated by any other law and the same would be made available to LIC.
- The Vendor will bear the costs of complying with the clause of books & records.

### **39. Rights reserved by LIC**

- a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC will reserve the right to debar the Bidder from participating in future RFP's floated during the empanelment period and / or servicing of hardware for a period to be decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.
- b) LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFP's, at any time prior to award of agreement without assigning any reason what so ever and without thereby incurring any liability to the affected Vendor(s). Reasons for cancellation will be determined by LIC at its sole discretion.
- c) LIC also reserves the right to call for open RFPs for Hardware equipment/services/ other requirements, if deemed necessary.
- d) During the empanelment period, certain situations may arise which are not envisaged in this RFP. LIC will take a considered decision in the matter in the best interest of the LIC. The decision of LIC in all such matters will be final and binding on all the Empanelled Vendors. This also applies to dispute over interpretation of clauses in the RFP.
- e) LIC reserves the sole right to decide on the hardware configuration and the quantity thereof to be ordered as also the locations for purchase of Hardware, Software and/ or peripherals and / or the terms and conditions of Warranty/Annual Maintenance Contract (AMC) / terms and conditions in the individual RFPs during the empanelment period.
- f) LIC may terminate the contract/agreement if it determines at any time that Empanelled Vendors or their representatives have caused loss to LIC and were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that agreement, without the concerned Vendors having taken timely and appropriate action satisfactory to the LIC to remedy the situation.
- g) LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.

#### **40. Miscellaneous**

##### **a. Varying the Contract**

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

##### **b. 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.

##### **c. Assignment and novation**

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

##### **d. 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.

##### **e. Waiver**

Waiver of any provision of or right under the contract:

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

##### **f. Relationship**

- 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.

- The contract does not create a relationship of employment, agency or partnership between the parties.

**g. Announcements**

- 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.
- 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.

**h. 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.

**Secretary (IT/BPR)**

**Annexures:**

**Annexure-I: Bank Guarantee (BG) for EMD**

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

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

Whereas incorporated under companies act having its registered office at is participating in  
RFP..... for ..... Is submitting this guarantee under the terms & conditions of  
the said RFP

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

This Bank Guarantee will be valid for a period up to \_\_\_\_\_ (for a period of 17 months  
from the date of submission, including claim period of 12 months)

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2023

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

**Sealed & Signed by the Bank**

## Annexure-II- LICBankAccountDetails

### For Bid Processing Fees:

Bank Name	UNION BANK OF INDIA [ERSTWHILE COPRORATION BANK]
Bank Address	UNIT 4C, GROUND FLOOR, MITTAL COURT PREMISE, OPPOSITE OF VIDHAN BHAVAN, NARIMAN POINT-MUMBAI.
Title of BankAccount	Life Insurance Corporation of India
Type of BankAccount	Current
Bank AccountNumber	510101006085031
IFSC	UBIN0902217

### For Bank Guarantee:

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



**Annexure-III-Declaration pertaining to Land Border clause**

This letter should be on the letterhead of the Bidder duly signed by an authorized signatory

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

Subject: RFP for Supply of Laptop [Ref: LIC/CO/IT-BPR/HW/Laptop/2023-24/02 Dated 23.08.2023].

Dear Sir/Madam,

I have read and understood 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 for this RFP. [Where applicable, evidence of valid registration by the competent authority shall be attached.]”

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

Name:

Place:

Designation:

Date:

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

Name:

Place:

Designation:

Date:

**Annexure-IV: 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/Laptop/2023-24/02 Dated 23.08.2023**, and extend complete warranty for the hardware for a period of three years 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-V: NEFT Mandate Form**

**RFP Ref: LIC/CO/IT-BPR/HW/Laptop/2023-24/02 Dated 23.08.2023**

**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-VI: 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 (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', J B Marg, Mumbai 400021

AND

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

< Company Name & 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 Laptops [Ref: LIC/CO/IT-BPR/HW/Laptop /2023-24/02 Dated 23.08.2023]**, 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. It may be noted that all the information shared as a part of said RFP in the form of project, documents, discussions, data shared for the sole purpose of evaluating and finalizing the system configuration onsite shall be the sole property of LIC and shall be treated with the same degree of confidentiality as that of the respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of this project engagement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

Authorized Signatory:

Name:

Designation:

Office Seal:

## **Annexure VII – Pre Contract Integrity Pact**

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

### **General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on the ..... day of the month of ..... 2023 between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (31 of 1956) and having its Central office at “Yogakshema” Jeevan Bima Marg Mumbai 400021 (hereinafter called the “Buyer” which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the first part And M/s ..... represented by Shri ..... (hereinafter called the “Bidder/ Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the Buyer proposes to procure Laptops under RFP for Supply of Laptops [Ref: LIC/CO/IT-BPR/HW/Laptop /2023-24/02 Dated 23.08.2023] and the Bidder/ Seller is willing to offer/ has offered the stores/ services and

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

NOW, THEREFORE,

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

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

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

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

### **Commitments of the Buyer**

- 1.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3 All the officials of the Buyer will report to the “**Chief Vigilance Officer**” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

### **Commitments of Bidders**

3. The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and

illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3 Foreign Bidders shall disclose the name and address of their Indian agents and representatives in India, and Indian Bidders shall disclose their foreign Buyers or associates.
- 3.4 Bidders shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/ integrator/ authorized agent of the stores/ equipment/ items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the Buyer or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Provision of corruption (PC) act. Further, the Bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any of the key personnel of the Bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.  
The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the Buyer.
- 3.14 The Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

#### **5. Sanctions for Violations:**

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

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

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

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

#### **6. Fall Clause:**

**6.1** The Bidder undertakes that it has not supplied/ is not supplying similar product/ systems/ items or subsystems having same scope of work, payment terms and all other applicable terms and conditions, at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage of Bidding process that similar product/ systems or sub systems/ items was supplied by the Bidder to any other Ministry/ Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

#### **7. Independent Monitors:**

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

Name addresses of the Monitors:

1. Shri Rajni Kant Mishra, IPS (Retd.)  
Ex Director General in BSF  
B-1801, Amrapali Sapphire, Sector 45,  
NOIDA, Uttar Pradesh - 201303  
Email address: rkm592002@yahoo.co.in & rkmishra84@gmail.com  
Mobile No. - (+91) 97173-28500
2. Shri Arun Chandra Verma, IPS (Retd.)  
Flat No. C - 1204, Amrapali Platinum Complex,  
Sector - 119, NOIDA, Uttar Pradesh  
Email address: acverma1@gmail.com  
Mobile No. - (+91) 8130386387

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

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

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

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

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

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

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

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

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

#### **8. Facilitation of Investigation:**

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

#### **9. Law and Place of Jurisdiction:**

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

#### **10. Other Legal Actions:**

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

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

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

**11 Validity:**

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

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

**12.** The parties hereby sign this Integrity Pact at ..... on .....

BUYER

BIDDER

Name of the Officer:

CEO:

Designation:

Department:

Witness

Witness

1.

1.

2.

2.



**Annexure-VIII- Manufacturer’s Authorization Form (MAF) for Laptops.**

(\*To be submitted on Company (OEM)’s letterhead)

To,  
The Executive Director (IT/BPR),  
Central Office, Life Insurance Corporation of India,  
“Yogakshema”, Jeevan Bima Marg,  
Nariman Point, Mumbai – 400021

Dear Sir/Madam,

We, M/s \_\_\_\_\_ who are established and reputed manufacturers of \_\_\_\_\_ having factories/ Depot at \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of bidder) to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

We hereby extend our commitment/ standard guarantee and comprehensive warranty as per terms and conditions of the above referred RFP and the contract for our equipment quoted/ services offered against this RFP with \_\_\_\_\_.

We also extend our back to back service support and assurance for availability of our equipment, components and consumables as per the terms and conditions of the RFP, for a period up to **31st December 2028**.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Signature of the Company Secretary

**Name:**

**Name & Address of the company:**

**Seal of the Company:**

**Annexure IX – Declaration for PVC/BFR free Hardware Items**

RFP REF: **LIC/CO/IT-BPR/HW/Laptop /2023-24/02 Dated 23.08.2023**

This has reference to hardware being quoted /being supplied by us, under above referred RFP.

We hereby confirm that our model(s)\_\_\_\_\_ (mention model name/ number) quoted, under the category of “**Laptops**” of this RFP are PVC/ BFR free.

Place:

Authorized signatory (**OEM**)

Date:

Name:

Designation:

Seal:

Countersigned by the Authorized Signatory (**Bidder**)

Name:

Designation:

Seal:

**Annexure-X- ISO certification:**

**Undertaking by the Bidder for ISO certifications**

We hereby give an undertaking that we shall supply to LIC of India, only those Computer Systems and/ or Peripherals which are manufactured in a factory having ISO 9001:2008 & ISO 14000 certifications.

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

***Signature of the Authorized Signatory***

**Name:**

Designation:

Name & Address of the company:

Seal of the Company

**Annexure-XI -Declaration from the OEM for Part Code of Battery supplied.**

RFP REF: LIC/CO/IT-BPR/HW/Laptop /2023-24/02 Dated 23.08.2023

This has reference to our model \_\_\_\_\_ (Name/ No. of the model) quoted by M/s \_\_\_\_\_ (Name of the Vendor), under the above referred RFP.

We give below the details of part code of Battery and price of the Battery in the table below.

<b>Line Item</b>	
<b>Make</b>	
<b>Model</b>	
<b>Part Code of the Battery</b>	
<b>No of Hours Battery Life</b>	
<b>Price of the Battery (MRP)</b>	

We confirm that the above part code and details of the battery will be available for supply with our authorized dealers supplying the same.

Place

Authorized signatory (OEM)

Date

Name

Designation

Seal

Countersigned by the Authorized Signatory

Name (Bidder):

Designation:

Seal:

**Note: In case more than one model of same OEM is being quoted, separate declaration should besubmitted for each such model.**

**Annexure-XII: Certificate from Processor Manufacturer**  
**(To be submitted on letterhead of the Processor Manufacturer)**

RFP REF: LIC/CO/IT-BPR/HW/Laptop /2023-24/02 Dated 23.08.2023

This has reference to the model\_\_\_\_\_ (Name/ No. of the model) quoted / being supplied by M/s \_\_\_\_\_ (Name of the Vendor) under the above referred RFP.

We hereby certify that, other configuration being the same, the processor \_\_\_\_\_/ chipset\_\_\_\_\_ for the above model offers equivalent / higher productivity performance than the Processor \_\_\_\_\_ / Chipset\_\_\_\_\_ (specifications as mentioned in the Technical Bid ) and will be available for 12 months from the date of price discovery.

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_**

Authorized Signatory of Processor Manufacturer

**Signature**

**Name:**

**Designation:**

**Name & Address of the company:**

**Seal of the Company**

**Annexure XIII: Declaration and Certificate of Local Content:**

The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

**Model wise classification of Product Compliance Sheet:**

Description of Product	Make & Model	Classification along with percentage of Local Content (Class-I Local supplier/ Class-II Local supplier/ Non-Local supplier)

This is to certify that the above proposed ..... (product make and model) is having the local content as per the table above as defined in the above mentioned RFP.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of Statutory Auditor/ Cost Auditor/  
Cost Accountant/Chartered Accountant

Name/Company :

Registration Number:

Seal

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal)

**Annexure XIV: Performance Bank Guarantee (PBG)**

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

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

Whereas incorporated under companies act having its registered office at is participating in RFP..... for ..... is submitting this guarantee under the terms & conditions of the said RFP.

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

This Bank Guarantee will be valid for a period up to <for a period of 51 months, including claim period of twelve months from the date of submission>.

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

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

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

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2023.

Sealed & Signed by the Bank



## Annexure XV – Format of Agreement

### (To be signed by the selected vendor with LIC)

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between

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

and

\_\_\_\_\_ a company registered under the Indian Companies Act, 1956, having its registered office at \_\_\_\_\_, (*hereinafter referred to as “the vendor” and shall include its heirs, successors or permitted assigns*) of the Second Part

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

#### **WITNESSETH:**

#### **WHEREAS**

- A. LIC had issued a Request for Proposal (hereinafter referred to as “RFP”) inviting bids from eligible bidders for “Request for Proposal for Supply of laptops (Qty-150)” bearing Reference **Ref: LIC/CO/IT-BPR/HW/Laptop/2023-24/02 Dated 23.08.2023**, and subsequent clarifications/ corrigenda, for the purposes specified in the RFP.
- B. The vendor being desirous of taking up the project submitted their bid in response to the above referred RFP and for that purpose has submitted its eligibility, technical and commercial bids vide their proposal dated \_\_\_\_\_, and subsequent documents.
- C. LIC has evaluated the proposals submitted by the bidders and selected \_\_\_\_\_ as Hardware Supply and Servicing Vendor (HSSV) for “**Request for Proposal for Supply of laptops (Qty-150)**”.

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

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

#### **1. Project Reference Documents :**

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

- a) The Request for Proposal for “**Request for Proposal for Supply of laptops (Qty-150)**” bearing Reference **Ref: LIC/CO/IT-BPR/HW/Laptop /2023-24/02 Dated 23.08.2023** and all Annexures.
- b) Clarification and any Corrigenda to the RFP
- c) Non-Disclosure Agreement submitted by Vendor\_\_\_\_\_.

#### **2. Empanelment Duration, Scope of Work and Time Lines :**

- a) The Empanelment will be valid upto 31.03.2025. LIC may, at its discretion, extend/ reduce the validity period of the empanelment for a maximum period of one year.
- b) LIC may also decide, at its discretion, to undertake a fresh empanelment exercise any time before the expiry of validity period.
- c) All existing RFPs and extension, if applicable/ Annual Maintenance Contract (AMC), if any, will continue to be valid till the validity period of respective RFPs/ agreements/ extension period, irrespective of this empanelment exercise.
- d) The scope of work and timelines will be as per the RFP and corrigenda and clarifications published by LIC.
- e) The vendor shall deliver all the requirements as specified in the RFP.

**3. Miscellaneous :**

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

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

SIGNED, SEALED AND DELIVERED

By \_\_\_\_\_

\_\_\_\_\_  
 Of the within named Life Insurance Corporation of India,  
 The party of the first part above named

Dated at Mumbai, on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

In the presence of:

- 1)
- 2)

SIGNED, SEALED AND DELIVERED

By \_\_\_\_\_

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

Dated at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

In the presence of:

1)

2)

## Annexure – Technical Specification

Option I	Please ensure to quote Make & Model ->	Enter Make:		New specification	
	<b>SPECIFICATIONS FOR YEAR 2023-2024</b> <b>Part I : Laptop with Windows</b>	<b>Whether complied (Yes/ No) (A)</b>	<b>If Yes in column A, whether specs details available in data sheet/ brochure (B)</b>	<b>If NO in Colomn A, mention if equivalent/ higher and evidence of same to be provided in brochures/ document. Mention relevant page no. of the document. ( C )</b>	
				<b>Document</b>	<b>Page No</b>
<b>CPU</b>	Intel i7 1255U or Higher OR AMD Ryzen 7 -6800U or higher Note:-Above processor specifications are not meant to indicate or certify technical equivalence.				
<b>Motherboard and Chipset</b>	Discreet TPM 2.0 Chipset compatible with the processor. LIC logo must be incorporated in the Laptop BIOS.				
<b>Chassis</b>	Metallic hinges (Chassis should not be of Plastic)				
<b>MEMORY</b>	1 * 16 GB DDR4 RAM MODULE 3200 MHz & Above Expandable to 32 GB. 2 DIMM slots				
<b>HDD</b>	1TB SSD NVMe				
<b>NIC</b>	10/100/1000 MB/s PCI Fast Ethernet with wireless Lan 802.11ax , Blue Tooth Connectivity (RJ45 onboard/ through connector)				
<b>DISPLAY SCREEN</b>	14.0" and above with 1920*1080 FHD resolution Minimum 250nits brightness				
<b>GRAPHICS</b>	Integrated Graphics				
<b>MULTIMEDIA</b>	Integrated Multimedia with Built-in Audio Speakers				

<b>CAMERA (in built)</b>	HD Camera with 720p HD resolution				
<b>INTERFACE</b>	3 USB (including 1 type C), RJ45 (on board/ through connector), HDMI, Audio Jack, MIC In (3.5mm Combo jack),				
<b>KEYPAD</b>	Minimum 84 Keys, Spill resistant, backlit ,Full size Keypad				
<b>POINTING DEVICE</b>	POINTING DEVICE - Touch pad, External USB mouse (Same as OEM)				
<b>COMPLIANCE</b>	WHQL WLP/Windows 11 (64 bit) Certification, ACPI-ALL COMPLIANCES MANDATORY				
<b>BATTERY</b>	LI-Ion Battery pack with minimum 7 hours Battery backup At least 50WHr or higher ,				
<b>AC ADAPTER</b>	2/3 Pin AC Adapter (220V/50Hz)				
<b>WEIGHT</b>	1.50 KG or less (including battery) (Product brochure should mention the actual weight of laptop) without power adapter.				
<b>SECURITY FEATURES</b>	Anti-theft lock slot				
<b>ACCESSORIES</b>	Premium quality Back Pack				
<b>OS and COMPLIANCE</b>	Factory pre-install Windows 11 Professional (64 bit) with latest Service Pack and Preloaded License, Systems Hardware driver should be available in OEM website against the offered model, with Recovery CD. Note: Certification for Windows 11 Professional (64 bit) should be provided by Microsoft All software components pertaining to the hardware				

	configuration such as drivers should be provided.				
<b>ROHS COMPLIANCE, Certificate</b>	For OEM/SI: Latest ISO 9001, 20000-1, 27001, 14001. For the quoted Model : UL, Epeat Gold (India)/EPR, ROHS, FCC, Energy Star 8.0/Latest BEE Standard, MIL-STD 810 H test passed, Windows for quoted model.				
<b>Certification for Electronic and Information Goods Order 2012 for Specified Standard</b>	IS:13252:2010				
<b>WARRANTY</b>	Three years Comprehensive onsite Warranty for laptop. Please note that there should not be any exclusion, whatsoever. Also, if any issue with hinges arises, laptop is to be replaced immediately at no cost.				

This is to certify that no correction / modifications have been done in column 'SPECIFICATIONS FOR YEAR 2023-24'

**Date:**

**Signature of Vendor/ Vendor's Representative**

# Annexure – Commercial

Bidder has to bid for all items – Laptop & Part II items

Indicative Commercial Bid for Laptops

RFP Reference No: LIC/CO/IT-BPR/HW/Laptop /2023-24/02 Dated 23.08.2023

Laptop model quoted:

Quantity  
(a)

Unit Price  
(b)

Total Price  
 $c = a*b$

150

## Part II items:

Sr. No.	SPECIFICATIONS FOR HARDWARE ITEMS FOR 2023-24	Quantity	Unit Price (Exclusive of GST)
	<b>HDD</b>		
1	1TB GB SSD, ROHS Certified , Compatible with proposed laptop model	1	
	<b>RAM</b>		
2	16 GB DDR4 RAM Compatible with Laptop model proposed, OEM - Certified	1	
3	4 GB DDR4 RAM 2666 MHz, for Desktops	1	
4	8 GB DDR4 RAM 2666 MHz, For Desktops	1	
5	16 GB DDR4 RAM 2666 MHz,For Desktops	1	
	<b>EXTERNAL</b>		
6	1 TB external Hard Disk with USB	1	
7	2 TB external Hard Disk with USB	1	
8	4 TB external Hard Disk with USB	1	
9	External USB Portable Speakers	1	
10	External DVD Writer compatible with the proposed laptop model	1	
	<b>Connectors</b>		
11	Graphics Card compatible with the proposed laptop model	1	
12	104 Keys Mechanical Keyboard for Desktops	1	
13	2 button USB Optical Scroll Mouse with PAD	1	
14	WIRELESS KEYBOARD	1	
15	WIRELESS MOUSE	1	
	<b>Graphics Card</b>		
16	Graphics Card (2GB) compatible with the proposed laptop model	1	



17	Graphics Card (4GB) compatible with the proposed laptop model	1	
<b>Laptop Components</b>			
18	Keyboard Panel (For the quoted model)	1	
19	Motherboard (For the quoted model)	1	
20	Battery (For the quoted model)	1	
<b>Off the shelf Software</b>			
21	ADOBE ACROBAT PRO DC 2020 (Perpetual License)- Part Number 65310717AF01A00	1	
22	CorelDRAW Graphics Suite 2023 Graphic design software (Perpetual license with 2 years maintenance)	1	
23	MS Office Standard 2021	1	
24	MS Office Professional 2021	1	
25	Microsoft Windows 11 OS license for Desktop/ Laptop	1	
26	MS Windows Server Standard 2022 16 Core License Pack	1	
27	MS SQL server Standard 2022 2 Core License Pack	1	
28	Canva Software Pro	1	
29	Microsoft Visual Studio 2022 Professional	1	