

Life Insurance Corporation of India
Central Office, IT Dept., Mumbai



Request for Proposal (RFP) / Tender Document

Supply, Installation, integration and support of Network Switches etc. for LIC of India
[Ref : CO/IT-BPR/NW/RFP/2016-17/02 Dated : 3rd November 2016]

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

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Section-A : INTRODUCTION

1. Definitions :

LIC	Means without limitation the “Life Insurance Corporation of India” (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Corporate Office at “Yogakshema”, Jeevan Bima Marg, Mumbai - 400 021.
Bidder	Means the Firm or the company participating in this RFP / Tender.
Contract	An Agreement signed between the LIC and the Selected vendor and all the attached documents. The “Agreement” includes the RFP, subsequent modifications to the RFP issued by LIC, response of the selected vendor to the RFP and the agreement document itself.
Network system integration (NSI) business	Means supply, installation and maintenance of networking equipments (<i>viz. Switches /Routers and its accessories, IP-Telephony, Security, IPSec implementation, modems, managed L2/L-3 switches, traffic-compression tool, Server Load-Balancers etc.</i>) and NOT limiting to facility management services <u>or</u> role of service provider i.e. providing connectivity/bandwidth etc.
Agreement	The contract signed between the LIC and the Selected vendor and all the attached documents. The “Agreement” includes the RFP, subsequent modifications to the RFP, response of the selected vendor to the RFP and the contract document itself.
Authorized Signatory	The person authorized by the company’s Board/ Managing Director/ Director for signing the bid documents on behalf of the company
Contract Value	The value of lowest commercial bid made by the successful vendor during online reverse auction and/or price negotiation if applicable.
Cost of Hardware / Software item	Cost of the Hardware and its peripheral /Software is inclusive of all the charges/duties/levies etc. but, Exclusive of VAT/CST/GST/Octroi/ Entry Tax/LBT and Service tax (for software) etc.
Working Day	Shall be construed as a day excluding Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies or State Governments or Central Government of India
Day	Calendar Day
Clarifications	Means Addenda, corrigenda and clarifications to the RFP
Project Manager	The word “Project Manager” should be read as “Service Delivery Manager” throughout the RFP/Tender document.
L1 quote	Lowest price discovered through Commercial Bid <u>and/or</u> through Online Reverse Auction
L1 Bidder	Bidder with L1 quote
H1 Bidder	Bidder with H1 (highest) quote
Financial year	Means “Indian” Financial Year for the bidder
Vendor	Means the System Integrator/Original Equipment Manufacturer/ Company who is selected by LIC as the outcome of this RFP / Tender.
L2 Switches	Layer 2 Network Switches
L3 Switches	Layer 3 Network Switches

2. Abbreviations:

Abbreviation	Description	Abbreviation	Description
#	Serial Number	P&GS	Pension & Group Schemes
AMC	Annual Maintenance Contract/Charges	NPV	Net Present Value
AS (IT/BPR)	Assistant Secretary, Department of Information Technology/BPR	NSI	Network System Integrator
B & AC	Bancassurance & Alternate Channel	NZ	Northern Zone, LIC
BG	Bank Guarantee	OEM	Original Equipment Manufacturer
BPR	Business Process Re-engineering	PAN	Permanent Account Number
BO	Branch Office, LIC	PBG	Performance Bank Guarantee
CD	Compact Disk	PDI	Pre Dispatch Inspection
CLIA	Chief Life Insurance Advisor	PO	Purchase Order
CO	Central Office /Corporate Office, LIC	POST	Power On Self Test
COSP	Central Office Support Programmers	POC	Proof of Concept
CPCB	Central Pollution Control Board	PM	Preventive Maintenance (quarterly basis)
CST	Central Sales Tax	QMC	Quarterly Maintenance Charges
CZ	Central Zone, LIC	RBI	Reserve Bank of India
Czee	Customer Zone, LIC	RFP	Request for Proposal
DD	Demand Draft	RM (IT)	Regional Manager (IT), ZO, LIC
DO	Divisional Office, LIC	RMA	Return Material Authorisation
DM	Direct Marketing	SCZ	South Central Zone, LIC
DS (IT/BPR)	Deputy Secretary, Department of Information Technology/BPR	SDM	Service Delivery Manager
ECZ	East Central Zone, LIC	SI	System Integrator
ED (IT/BPR)	Executive Director, Department of Information Technology /BPR	SLA	Service Level Agreement
EMD	Earnest Money Deposit	SNR	Site Not Ready
ERP	Emergency Response Procedure	SO	Satellite Office, LIC
EZ	Eastern Zone, LIC	SPCB	State Pollution Control Board
FM	Facility Management (Fulltime Onsite support provided by vendor at LIC)	SPOC	Single Point of Contact
IM	Introductory Meeting	SSF	Short Shipment Form
INR	Indian National Rupee	STC	Sales Training Centre, LIC
IOS	Inter-Networking Operating System	SZ	Southern Zone, LIC
IPSec	Internet Protocol Security	TAC	Technical Assistance Center
IT	Information Technology	TOC	Tender Opening Committee
LBT	Local Body Tax	USD	US Dollar
LM	Link Maintenance Charges	VAT	Value Added Tax
MAF	Manufacturers Authorization Form	VCS / C	Video Communication Server / Control
Manager (IT)	Manager (IT), DO, LIC	WAN / MAN	Wide / Metro Area Network

MASH	Metro Area Servicing Hub, LIC	WAAS	Wide Area Application Services
MDC	Management Development Centre, LIC	WCT	Work Contract Tax
NCZ	North Central Zone, LIC	WZ	Western Zone, LIC
NDA	Non-Disclosure Agreement	ZO	Zonal Office, LIC
PSTN	Public switched telephone network	ZTC	Zonal Training Center, LIC
GST	Goods and Services Tax	DOA	Dead on Arrival

3. Invitation to Bid:

The Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (**XXXI of 1956**) and having its Corporate Office at “Yogakshema”, Jeevan Bima Marg, Mumbai –400021, hereby invites sealed tenders (*hereinafter referred to as “Bids”*) in two bid system, to this Request for Proposal (“RFP”) from all eligible bidders to meet the requirements set out in this RFP document.

RFP Reference	CO/IT-BPR/NW/RFP/2016-17/02
Date of RFP	_____ 2016
Bid Submission Date & Time	_____ 2016 latest by 3:30pm
Bid document/Processing Fee	Rs.10,000/- (Rupees Ten Thousands Only)
Earnest Money Deposit (EMD)	➤ By way of DD : Rs.2,00,000 (Rupees Two Lakhs) ➤ By way of BG : Rs. 8,00,000 (Rupees Eight Lakhs) ➤ Total EMD : Rs. 10,00,000 (Rupees Ten Lakhs)
Eligibility & Technical Bid opening date & time	_____ 2016 (at 4:00PM)
Address of Communication	The Executive Director (IT/BPR), LIC of India, Central Office, IT/BPR Department, 2 nd Floor, Jeevan Seva Annexe Building, S.V. Road, Santacruz (W), Mumbai – 400 054
Contact details	Assistant Secretary (IT/BPR) Telephone No.: 022 –67090462 FAX number : 022 – 67090407 E-mail ID: co_itnetworkrpf@licindia.com
Web page Address	http://www.licindia.in (tender section)
Note: Complete details of each item mentioned above are given in Activity Schedule below. All Demand Drafts should be drawn on Nationalized/Scheduled bank in favour of LIC of India payable at Mumbai	

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 seeking clarifications on the decision shall be entertained.

4. Objective of the tender :

LIC intends to issue this RFP (Tender) document, hereinafter called Request-For-Proposal (RFP) or Tender to the eligible companies/organizations (Network System Integrators) for **Supply, installation, integration and support of the procured network switches , components etc. in the LIC’s Network setup** at various offices/locations of LIC spread all across the country. The requirements and terms and conditions have been set out in the respective sections of this Request for Proposal (RFP).

5. Current Setup :

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

- ❖ Corporate Office (also called as Central Office) : Mumbai
- ❖ Zonal Offices: 8 (CZO-Bhopal, EZO-Kolkata, SZO-Chennai, SCZO-Hyderabad, NCZO-Kanpur, NZO-Delhi, WZO-Mumbai, ECZO-Patna)
- ❖ Zonal training Centers: 9 (Bhopal, Kolkata, Guwahati, Chennai, Hyderabad, Agra, Gurgaon, Pune and Jamshedpur)
- ❖ Management Development Centre: 1 (Mumbai)
- ❖ Divisional Offices: 113 offices spread all over the country
- ❖ Pension & Group Scheme Units : 72 offices spread all over the country
- ❖ Branch Offices : 2048 offices spread all over the country.
- ❖ Satellite/other Offices : More than 1400 offices spread all over the country.
- ❖ Mini-Offices : approx. 1300 offices spread all over the country.

As on date, all offices of LIC are networked using combination of two links i.e. from leased lines/MPLS/VPNoBB/V-SAT/WiMax etc. with appropriate bandwidth. Mini-Offices are connected through the Internet.

For network connectivity, the organizational hierarchy has been followed and all links are terminated on the routers. Cisco routers and CISCO Layer-3 switches are used for inter-site routing purpose.

The LAN connectivity has been provided through CISCO switches.

VoIP/IP-Telephony and Video-Conferencing has been implemented at CO, ZOs, ZTCs and all DOs using Cisco Unified Communication-Manager 7.1, Cisco-Presence and Cisco-MCU (MSE 8510 - erstwhile Tandberg), Cisco-VCS-C, Cisco-VCS-E and other components.

The Networking hardware used in the current set up (*upto the Zone level*) is as under:

Type of Office	Router series / Model	Serial Cards	L3 switches	L2 Switches	Modems / V.35 cables	Load-Balancer	Remarks (if any)
SOs	One - Cisco-1921/1941	One-H / WIC-2T	-	One - Cisco-2960	Standalone as per need	-	
BOs	One - Cisco-1921/1941 / 2811 / 2911	One-H / WIC-2T	-	Two - Cisco-2960	Standalone as per need	-	Switches, Modems, Cables as per need
ZTCs	One - Cisco-2811 / 2911	One-H / WIC-2T	-	Two - Cisco-2960	Standalone as per need	-	
CCCs	One - Cisco-2811 / 2911	One-H / WIC-2T	-	One - Cisco-2960	Standalone as per need	-	
Dos	Two - Cisco-3845 / 3945	HWIC-4T / NM-4T	Cisco-3750G	Six - Cisco-2960	Rack Type modem chassis	Two (0.5 GB Flash)	
ZOs	Two - Cisco-7206-G2	STM	Cisco-3750G	Six - Cisco-2960	-	Two (1 GB Flash)	

The existing network infrastructure is managed by a vendor selected through an open RFP.

6. **Brief on the Scope of Work :**

The scope of work for this tender is to **Supply install, integrate and support network switches, components etc. in the existing LIC's Network setup** for select locations. The network appliance and support procured through this RFP will be in addition to the existing management of network infrastructure provided by the existing vendor. This RFP does not intend to replace the existing network vendor.

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

Section-B : ELIGIBILITY CRITERIA**1) Minimum Eligibility Criteria (MEC) :**

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

S.No	Eligibility Conditions	Documentary Evidence Required
1.	a) The bidder should be a registered entity in India. or b) A company/statutory body owned by Central/State Govt.	a) Certificate of incorporation/registration b) Valid sales tax/VAT/GST registration certificate c) Service Tax registration certificate Note: For Statutory bodies/Govt. undertakings proof of Govt. ownership.
2	The bidder shall be a system integrator (SI) for Networking equipments and supporting similar technologies (Network setup and solutions asked in this tender viz. <i>Routers, managed-switches, IPSec etc</i>) operating since last three financial years. Such System integrators should have back-to-back support with the respective OEM and should not be a mere reseller.	Bidder should submit Company Profile as per Annexure-II .
3	The bidder should <u>not</u> have been de-barred /Black-listed by any State Government in India or any of its agencies or Government of India <u>or</u> any of its agencies or any PSU/BFSI (including LIC of India) in India as on the date of the RFP.	An undertaking as per Annexure-IV is to be signed by the authorised signatory of the respective Company along with Name and Seal.
Experience		
4.	The Bidder should have executed at least one single order of Rs.125 lakhs in any two of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders along with delivery challan and satisfactory Performance Certificate for supply, installation and maintenance of Networking equipments (<i>proposed OEM routing/switching products only in the bid</i>) in the last three financial years immediately preceding the date of this RFP.	Details to be submitted in Annexure-V along with the documentary evidence like copy of the purchase order(s) <u>or</u> certificate from the customers etc.
5.	Bidder should have successfully implemented the proposed OEM-Switches (all types as mentioned in the technical specs, taken together) in at least 150 locations (<i>excluding the ATM kind of deployments</i>) in any PSU /Private Bank/Insurance/BFSI/Financial institution/TSP/Government Departments (taken together) in India within the last two financial year immediately preceding the date of this RFP.	
Financial Strength of the Bidder		
6.	Bidder should have minimum annual turnover of Rs.5 Crores in each of the last three Financial Years immediately preceding the date of this RFP.	Details to be submitted in Annexure-II and copies of Audited Balance Sheet and Profit and Loss account for the relevant years, duly signed by authorised signatory of the Company along with Name and Seal.

7.	Bidder should have been making profit before taxes during at least one out of the three years immediately preceding the date of this RFP.	The details should be submitted in Annexure-II duly signed by authorised signatory. The copies of Profit and Loss Statements for the relevant years, duly attested by the Authorized Signatory of the Company <u>or</u> Certificate from the authorised signatory of the company should be submitted along with Name and Seal.
Presence of Bidder for Support		
8.	The Bidder should be able to support the equipments procured directly or through their franchise/Authorized Support Partners (ASP) having minimum 25 support centers with at least one support center in each state across India (other than North East Region) and at least one support center in North East Region.	Details to be submitted in Annexure-VI signed by the authorised signatory along with Name and Seal.
Other Documents Requirements		
9.	The bidder should submit an Authorization for the signatory nominated for signing of all the documents submitted in response to this RFP.	Power of Attorney <u>or</u> the copy of Board resolution appointing the authorized signatory.
10.	The bidder has to provide details of Top 3 customers being serviced by them for Networking.	The details should be submitted in Annexure-II . LIC may verify the facts and bidder has to facilitate the meetings.
11	Pre-Contract Integrity Pact duly filled and signed	Proforma attached as Annexure XII

2) List of enclosures with Response to Eligibility Criteria :

The Eligibility Criteria Response should contain the following:

- a) Bid processing fee, in form of Demand Draft of Rs.10, 000/=.
- b) Power of Attorney or Board Resolution for nominating the Authorized Signatory.
- c) Covering letter, application form and details asked as per **Annexure-I and II**.
- d) Certificate of registration under companies Act 1956 and Certificate of Incorporation.
- e) Sales Tax registration certificate (central/state).
- f) Service Tax/VAT/GST Registration certificate.
- g) Attested & authenticated copies of audited Balance sheet and Profit and Loss account for three financial years immediate preceding before this RFP.. *(Please do not attach annual report booklets)*.
- h) Manufacturer Authorized Form (MAF) and declaration about back-to-back support from respective OEMs as per **Annexure-III**.
- i) Declaration about non-blacklisting as per **Annexure-IV**.
- j) Details of Network related Projects as per **Annexure-V**.
- k) Documentary evidence like certificate from customers or copies of Purchase Orders etc. or certificate to this effect signed by the authorized signatory regarding the networking projects, as required in the respective section.
- l) Details of functional service/support centre and Contact Person for each of the location as per **Annexure-VI**.
- m) EMD : Rs.2,00,000/- (Rupees Two Lakh only) in the form of a Demand Draft and balance amount of Rs.8,00,000/- (Rupees Eight Lakh only) in the form of a Bank Guarantee as per **Annexure-VII**.
- n) Pre Contract Integrity-pact as per enclosed **Annexure-XVIII**
- o) Soft copy of the entire eligibility-bid document and all supporting documents on one READ-ONLY CD/DVD.

- It is essential that the bidder who meets all the MEC/qualification conditions only should submit the bid. Bidders not meeting the qualification conditions should avoid submitting the bids.
- Bid may be rejected if bid is not signed by the authorized signatory and designated official(s), as asked in the respective clauses/annexure of the RFP or if instructions are not followed.
The above list is not exhaustive but only indicative. The bidder should refer to the bid document for all requirements to be submitted with the eligibility bid. The may be rejected in case of non adherence to above instructions.

Section-C : INSTRUCTIONS TO BIDDERS**1. *Qualification Criteria***

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

2. *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 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.

3. *Cost of Bidding*

The bidder shall be responsible for and bear all the costs incurred in connection with participation in the RFP process, preparation and submission of its bid, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by LIC to facilitate the evaluation process. LIC will in no case be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

4. *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.

5. *Information provided in the RFP*

The information provided in the RFP is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. LIC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

6. *Bid Processing Fee*

Eligible and interested bidders shall download the soft copy of the bid document containing all the Annexure and submit the Bid Processing Fee (non-refundable) of Rs.10,000/= in the form of a Demand Draft drawn on Nationalized/Scheduled bank in favour of LIC of India payable at Mumbai, along with the bid. Any bid submitted without Bid Processing Fee will be summarily rejected. If the tender process is cancelled due to any reason by LIC, the bid processing fee will be refunded without any interest to the technically qualified bidders.

7. Activity Schedule :

S.No	ACTIVITY	DETAILS
1	RFP Ref. and date	CO/IT-BPR/NW/RFP/2016-17/02 Dated : 3 rd November 2016
2	Address for submission of Bid	The Executive Director (IT/BPR), LIC of India, Central Office, IT/BPR Department, 2 nd Floor, Jeevan Seva Annexe Building, S.V. Road, Santacruz (W), Mumbai – 400 054
3	Bid submission	Bids should be submitted in three different envelopes super-scribed as : (a) Eligibility Criteria response & Technical bid for Networking RFP Ref.No- CO/IT-BPR/NW/RFP/2016-17/02 dated : 3rd November 2016. (b) Commercial bid for Networking RFP Ref.No- CO/IT-BPR/NW/RFP/2016-17/02 dated : 3rd November 2016. The above two envelopes containing (a) Eligibility Criteria Response & Technical bid and (b) Commercial bid should be placed in another (third) envelope with the superscription “Supply, Installation, integration and support of Network Switches etc. for LIC of India [Ref : CO/IT-BPR/NW/RFP/2016-17/02 Dated : 3rd November 2016]”
4	Pre-bid queries on the RFP (through e-mail) :	Any query related to the RFP/Bid should be sent through e-mail on co_itnetworkrfp@licindia.com latest by 15 th November 2016 (by 3:30pm).
5	Response from LIC for Bid queries	All clarifications/results related to this bid will only be communicated through our webpage- http://www.licindia.in/ (tender section)
6	Pre-bid Meeting	17 th November 2016, 11.00 AM at the address given above.
7	Last date for Submission of bids	13 th December 2016 (latest by 3:30 PM)
8	Bid opening date / time / venue	The Tender box, main envelope and the envelope containing the Eligibility Criteria Response & Technical Bid Documents will be opened by the Tender Opening Committee of LIC in the presence of the bidders/ their representatives who choose to attend on 13th December 2016 (process will start from 4:00PM onwards) at the address given point-2 above.
9	Commercial Bid	Commercial Bids of the eligible & technically qualified bidders will be opened on the notified date by the Tender Opening Committee of LIC in the presence of the bidders/ their representatives who choose to attend. Reverse Auction (if any)/other schedules will be notified on the LIC website - http://www.licindia.in in tender section.
10	E-mail ID for correspondence	E-mail id : co_itnetworkrfp@licindia.com
11	Bid Document price (Non Refundable)	Rs.10,000/= (Rupees Ten Thousand only) in the form of Demand Draft has to be deposited as the bid-document price alongwith the Eligibility/Technical bid.
12	Official website (URL)	http://www.licindia.in

Note: The schedule given above is tentative and subject to changes (*required if any*) and all such changes (if any) will be hosted on our official website given above. Notice in writing of any changes will be provided wherever feasible.

8. Pre-Bid Clarifications:

- Clarifications, if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document have to be obtained by the bidder through the pre-bid queries only (queries may be sent latest by 3:30pm on 15th November 2016 through e-mails). 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.
- The queries should necessarily be submitted in the following format to the email id co_itnetworkrfp@licindia.com the file size per e-mail should not exceed 1MB. No other form of communication shall be entertained. Bidders are requested to adhere to the format given .

[Ref : CO/IT-BPR/NW/RFP/2016-17/02 Dated : 3 rd November 2016]			
S.No	RFP Document Reference(s) (Section & Page Number)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause
1.			
2.			

- 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.
- At any time prior to the last date for receipt of bids, LIC may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document by way of clarifications.
- 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 and would be notified on the official webpage of LIC.
- In order to provide prospective bidders reasonable time for taking the modifications into account, LIC may, at any time prior to the date of bid submission extend the date for the submission of Bids.
- Requests for clarification on telephone will not be entertained.

9. Earnest Money Deposit:

The bidder should submit to LIC a total of Rs. 10,00,000/- (Rupees Ten Lakhs only) as EMD. Rs.2,00,000/- (Rupees Two Lakh only) has to be submitted in the form of a Demand Draft drawn on Nationalized/ Scheduled bank in favour of LIC of India payable at Mumbai and the balance amount of Rs.8,00,000/- (Rupees Eight Lakhs only) should be submitted in the form of a Bank Guarantee (*as per Annexure-VII*) valid for one year from the last date of submission of this tender. Non-submission of EMD may disqualify the Bidder from participating in the Bid Process.

- EMD will be refunded to the qualified vendor after acceptance of Purchase Order and/or Signing of the Contract(s) by the vendor and submission of required Performance Bank Guarantee (PBG) as stipulated in this RFP. No interest will be paid on the EMD.
- For the vendors who do not qualify in any section of this tender, EMD without interest will be refunded after the procedure for selection of the vendor is over.
- 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/acceptance of contract.
 - The soft copies of the item specifications (*technical and commercial*) are not submitted or not readable or only blank CD/DVD is submitted.
 - The technical or commercial bid format is found to be without password set by LIC or with different password other than set by LIC.
 - In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in the relevant Clause mentioned in this RFP.

10. Instructions for Bid Submission

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

- b) Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/tender and subsequent modification(s) to this tender, if any.
- c) The original Bid shall be typed on 8.27" by 11.69" (A4 size) paper in indelible ink.
- d) All the envelopes and covers should indicate the name, address, telephone & mobile number, E-mail ID and fax number of the bidder clearly.
- e) Two-bid system (Technical and Commercial) will be followed by LIC for this RFP.
- f) Eligibility Criteria Response and Technical bid documents should be submitted in a separate envelope (along with CD/DVD for technical bid) which should be sealed and super-scribed as "ELIGIBILITY CRITERIA RESPONSE & TECHNICAL BID for **Supply, Installation, integration and support of Network Switches etc. for LIC of India [Ref : CO/IT-BPR/NW/RFP/2016-17/02 Dated : 3rd November 2016]**"
- g) Commercial bid should be submitted in a separate envelope (along with CD/DVD for commercial bid) which should be sealed and super-scribed as "COMMERCIAL BID for **Supply, Installation, integration and support of Network Switches etc. For LIC of India [Ref: CO/IT-BPR/NW/RFP/2016-17/02 Dated: 3rd November 2016]**".
- h) The envelope containing the Eligibility criteria Response & Technical-Bid and the envelope containing the indicative commercial-bid should be placed inside another (third) envelope with the superscription as "BID for **Supply, Installation, integration and support of Network Switches etc. for LIC of India [Ref : CO/IT-BPR/NW/RFP/2016-17/02 Dated : 3rd November 2016]**"
- i) The Bid processing fee, EMD and pre-contract integrity pact (duly filled and signed) should be submitted separately in a sealed envelope bearing the name and address of the bidder.
- j) Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the tender document. Sealed Bids addressed to **THE EXECUTIVE DIRECTOR (IT/BPR), as given in the activity schedule**, should be deposited in the tender box at the address and date given in the activity schedule.
- k) The Bids received beyond date and time mentioned in activity schedule will be termed as "Late" and will be returned back to the bidder unopened.
- l) LIC will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason including postal delay or holidays etc.
- m) The hardcopies of the bid (all documents and Annexure submitted as a part of bid or called for by the LIC) must be spirally bound, serially numbered, duly signed and stamped on each page of the bid document. Bid shall be signed by the duly authorized person of the bidder; binding 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 an un-amended printed product literature/technical data-sheets available in the public domain.
- n) The bid may be treated as legally void and may be rejected if:
 - i. Bid is not signed by the duly authorized person or
 - ii. Bid submitted is unsigned or partially unsigned or
 - iii. An image of signature is found pasted on pages instead of wet signature or
 - iv. Scanned bid is submitted.
- o) **Language of Bid**
The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and LIC shall be in English language. As far as numbers are concerned the same should be in Hindu-Arabic Numerals.
- p) **Bid Currencies**
Prices for all the components shall be quoted in Indian Rupee. The Bids in currencies other than INR will not be considered.
- q) **Arithmetical errors**
The Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.
- r) Ordinarily the bid shall contain no overwriting. **Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them.**

- s) The Technical and Commercial Bids shall be submitted in the same spread sheets as per respective Annexure.
- t) The contents of the Soft copies submitted in a READ-ONLY CD/DVD and the contents of the Hard copies shall be exactly the same. If not, the **BID MAY BE REJECTED**.
- u) The technical specifications sheets and commercial-bid format/sheet in the spreadsheets will be password protected by LIC. The password used on the spread sheets will be validated by LIC for checking the authenticity of the file. If the password does not match, the **EMD OR A PART THEREOF MAY BE FORFEITED** and **BID MAY BE REJECTED**.
- v) It may be carefully noted by all the participating bidders that it is likely if the password protected sheet is opened in any another software for e.g. open office, the password protected sheet may lose the password. Therefore care has to be taken to open the spreadsheet only in an application compatible with MS Excel where it will not lose its password when edited. It may also be informed that the softcopy of the Technical and Commercial bids provided in the CD will be checked at the time of opening of the Technical and Commercial bids. In case the spreadsheet is submitted to LIC without the password protection or with password that does not match, the **BID MAY BE REJECTED**.
- w) **In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of Rs. 5,000/- per violation will be charged and recovered from the EMD.** Upper cap for this penalty is Rs.10,000/-. This is without prejudice to LIC's right to reject the Bid in toto and forfeit full/part EMD.
- x) During Technical Bid evaluation if any deviation is observed, LIC may call for clarifications and may decide to accept any deviation at its discretion and decision of LIC in this matter will be final. However this will be done before opening of commercial bids.
- y) If any compliance or clarification sought by LIC is not submitted within 5 working days of being called for, the bids are liable to be REJECTED. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final and binding.

11. Technical Bid

- a) The Bidder will have to compulsorily give compliance for the specifications defined in respective Technical annexures for technical specifications of each of the hardware/software.
- b) The support from OEM for equipments/software should be available for minimum five years.
- c) The technical specifications should be thoroughly checked before quoting any model by the bidder.
- d) The bidder has to submit Technical Brochures of the products in the form of soft copies on READ-ONLY CD/DVD and hard copies with required information properly highlighted along with the technical bid. (Soft copy does not mean reference to a link).
- e) The Technical-Bid document should contain the following:
 - (i) Covering letter (*on bidder's letterhead*) giving reference of this RFP and consent for acceptance of all the Terms & Conditions of this tender (*including modifications, if any, issued subsequently*) and mentioning list of all the enclosures.
 - (ii) Technical specification compliance sheet as per **Annexure-IX** (*given separately in an Excel sheet*).
 - (iii) Technical details/brochures of the product(s) as given in the Technical bid. No indications as to price aspect **or** financial stipulations are to be given in the technical bid, failing which the bid shall be rejected.
 - (iv) Undertaking and Declarations regarding Quality, warranty etc. as per **Annexure-X**.
 - (v) Hard copy of the complete technical-bid document spirally bound (*each page duly numbered, stamped and signed by the authorized signatory*) in the exact format as given in this tender. The bid may not be evaluated by LIC in case of non-adherence to the format or partial submission of technical bids. There should be one common number serially running throughout the submitted document.
 - (vi) Soft copy of the complete Technical bid (*along with all its annexure*) in a separate READ-ONLY CD/DVD with all documents.

Note : The above list of requirements is indicative only. The vendor should refer to the bid document for **ALL** requirements that are required to be submitted in the technical bid document.

12. Commercial Bid (Indicative Price only)

Price is to be quoted in **Indian Rupees** only.

- All quotes should conform to the format as mentioned in the Commercial Bid (indicative). The details are to be given as per **Annexure-XI**. The bidder should quote the prices for all the items in Commercial bid (Indicative Price) format as per **Annexure-XI**
- For each component, the prices quoted should be inclusive of all costs except service tax, local tax, cess, levies, Octroi, GST, VAT etc.
- Any other local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc. which may be payable if and wherever applicable at the place of delivery will be reimbursed on actual basis by LIC, subject to production of original documents / receipt issued by appropriate authority (CST will not be paid).
- It will be the responsibility of the bidder to take care of all formalities, if any, necessary as per rules / regulations / orders of any government/non-government / regulatory authority in force.
- The price quoted shall not be subjected to variations in exchange rate, taxes, duties, levies or variation in labour rates etc.
- Bidders are advised to make a detailed study of the requirements of the project and ensure that the prices/rates quoted are all inclusive including the back lining support required from the OEM in the execution and continuous monitoring of the project during the Contract period.
- The Bidder should have the capability to deliver, install, implement/configure and provide support for the devices as per warranty conditions. The vendor should also be able to carry out any changes, if necessitated by LIC during the warranty period of 5 years.
- The vendor should propose only one product/solution for each of the requirements (Hardware, Software and Appliance) and quote for the same. If a vendor for any one of the stated technical requirements quotes multiple products/solutions, LIC may disqualify the entire response to the RFP by the vendor.

Note :

- The bidder has to quote the make and model of the appliances in the commercial bid format. The make & model of such products should be the same as quoted in the Technical-Bid else the bid may be rejected. The above list of requirements is indicative only. The vendor should refer to the bid document for **ALL** requirements that are required to be submitted in the technical bid document.

13. Clarification on Bids

During evaluation of bids, LIC may, at its discretion, ask the Bidder for clarifications on its bid. The request for clarification and the response shall be in writing.

14. 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.

15. Revised commercial bid (If applicable):

LIC may call for any additional information/document by way of clarification etc. before the finalization of the technical bid. Also, during scrutiny of technical bid, if any technical specification/s and/or scope of work is/are changed or if there is a need of normalization for hardware/software to meet LIC's requirement, all the vendors will be informed of the same and asked to submit fresh commercial quotation in a separate cover, duly sealed and super scribed "REVISED COMMERCIAL BID FOR Supply, Installation, integration and support of Network Switches etc. For LIC of India [Ref : CO/IT-BPR/NW/RFP/2016-17/02 Dated : 3rd November 2016]". During technical evaluation if any deviation is observed, LIC may decide to accept any deviation at its discretion and decision of LIC in this matter will be final and binding. However this will be done before opening of commercial bids.

16. Compliant Bids / Completeness of Response

- The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.
- Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- c) Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.
- d) 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) LIC reserves the right to reject any or all bids on the basis of any deviation(s).

17. Bid Validity Period

Bids shall remain valid for 1 year from the date of publishing of this RFP. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period.

In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the period of validity anytime before the expiry of validity period. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended.

18. Late Bids:

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

19. Procedure for opening of the bids:

Bids received within the specified closing date and time in the Activity Schedule will be opened in the presence of bidders' representatives who choose to attend the "bid-opening process" on the specified date, time and venue as given in the Activity Schedule (maximum two representatives per bidder will be permitted in each of the bid openings). Representatives of the bidder(s) attending any bid-process/meeting will have to bring their company Identity Cards at the time of pre-bid meeting for verification.

- a) The date and Venue of the opening of the Bids shall be as per the Activity Schedule. The representatives of the bidders should carry the identity card and a letter of authority from the bidder to identify their bonafides for attending the opening of the Bids.
- b) The outer sealed Envelope and the envelopes containing the Eligibility and Technical bids shall be opened by the Tender Opening Committee (TOC) of LIC in the presence of the bidders/their authorized representatives who choose to attend, as per the activity schedule.
- c) After completion of evaluation of eligibility criteria, the result of the bidders qualifying for the technical evaluation will be notified on the LIC website.
- d) Technical bids will be evaluated only for those bidders declared as "qualified" as per the MEC.
- e) On completion of the Technical Bid evaluation, the list of short-listed bidders and the date, time & venue of opening of their Commercial bids will be notified on LIC website.
- f) Commercial bids (indicative only) of only the bidders shortlisted in the Technical bid evaluation will be opened by the Tender Opening Committee of LIC in the presence of the bidders/ their authorized representatives who choose to attend.

20. Bid Evaluation:

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

- (ii) Bids found with suppression of details, subjective, conditional offers, partial offers may be rejected. The decision of LIC in the evaluation of bids shall be final.

21. Technical Bid Evaluation process :

The technical bids will be evaluated only of those bidders who fulfill the eligibility criteria. The Technical Bid response contains the detailed specification(s) for individual items.

- a) The equipments with new technology / new model, not previously purchased by LIC, may be subject to technical evaluation at our end for such new models/technology before opening of commercial bid. LIC may reject any such model/equipment without assigning any reason and LIC's decision in this matter will be final.
- b) LIC will scrutinize offers received to determine whether technical bids are complete and as per tender requirements, whether technical documentation as asked for and required to evaluate the offer has been submitted and whether items are offered as per the tender requirements etc. and clarifications (if any) sought. The bidders who qualify in Technical bid evaluation will be short listed and referred to as "Technically Qualified" bidders.
- c) LIC may request for demonstration of interoperability of the various appliances/solutions provided. These demonstrations may be done at LIC's Vile Parle office(CO-IT) or at vendor's premises in Mumbai.

22. Commercial Bid Evaluation process :

- a) Only those Bidders who qualify in Eligibility and Technical evaluation would be shortlisted for commercial evaluation via Reverse Auction conducted by LIC's Authorised e-Procurement service provider.
- b) The Bidder has to specify both in figures & words for all price quoted in Commercial Bid (indicative).
- c) The bidder should quote the prices for all the items in Commercial bid (Indicative Price) format as per Annexure-XI.
- d) Arithmetical errors will be rectified on the following basis:
 - a. If there is a discrepancy between the total price quoted in the bid and the total price that is obtained by multiplying unit price and quantity, the unit price shall prevail. The total price will be corrected accordingly.
 - b. If there is discrepancy between words and figures, words will prevail.
- e) The Commercial bids (indicative price) of technically short listed bidders will be opened by the TOC in the presence of bidders/ their Authorised representatives who choose to attend. Thereafter, these bidders need to participate in online reverse auction for which web-based e-tender platform will be made available by LIC.
- f) **Price Variation Factor and H1 Elimination clause:**
When the number of Technically Qualified Bidders are more than Five, the technically qualified H1 bidder (Bidder with the Highest Quoted Total Bid Price) will be disqualified and eliminated from participating in online reverse auction, if his bid value as per the submitted commercial bid (indicative) is higher by more than 40% as compared to the average of quoted prices of all technically qualified bidders for all items in aggregate.
- g) The total Bid Price for this clause will be all inclusive bid price exclusive of all applicable taxes such as local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc.
- h) No price variation/adjustment or any other escalation will be entertained after the closing of the Bidding process.

23. Online Reverse Auction:

The Commercial bid (indicative) as per **Annexure-XI** shall be submitted in a separate sealed cover. After the opening of Commercial Bids (indicative) of technically qualified bidders, Online Reverse Auction will be held.

- a) The Commercial Bids (indicative) of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. Thereafter, the technically qualified bidders subject to provisions of Price Variation Factor and H1 Elimination clause(refer point (f) above), are required to participate in online reverse auction for which web-based e-tender platform will be made available by LIC. The date, time, platform and process of online reverse auction will be communicated to the bidders by LIC.
- b) Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder.
- c) LIC shall conduct the 'Online Reverse Auction Process' for the L1 Bid Price determination. During reverse auction, the participating bidders shall input only the total cost that they have to offer. This amount shall be arrived at by the bidders themselves off-line.

- d) The bidder with lowest commercial bid at the close of online reverse auction will be declared as L1 bidder.
- e) The bidders are expected to broadly maintain the proportion of prices for various line items of Bill of Material, even when the total price has reduced in the auction. LIC may require the bidder to justify and maintain reasonableness of cost of such items. LIC's decision in this matter shall be final and binding.
- f) After the close of online reverse auction, the L1 bidder shall provide a commercial breakup of all the line items along with the working sheet to LIC within 3 days (excluding Saturdays, Sundays and Holidays under NI Act. As applicable in Maharashtra), failing which LIC reserves the right to reject the bid and forfeit EMD.
- g) The commercial figure quoted will be an all inclusive figure inclusive of out of pocket expenses, traveling, boarding, permits, lodging but excluding taxes such as local sales Tax / Levies such as octroi / Entry Tax, Local Body Tax, VAT, GST etc.
- h) The bidder shall arrange for the Digital certificates (at no cost to LIC) from a Certifying Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000 as amended from time to time.
- i) In case, only one bidder is technically qualified, no reverse auction will take place. However, LIC reserves the right to either cancel/repeat the RFP process or negotiate price with the lone bidder. The prices once finalized through online reverse auction or negotiation will be termed as the "approved prices".
- j) LIC will determine the Start Price and other parameters for the Reverse Auction –
 - i. on its own and / or
 - ii. by evaluating the price band information available in the commercial bids (indicative) of the technically qualified bidders
 - iii. based on the lowest quote received in the commercial bids (indicative).

In case the successful bidder fails to fulfill any of the obligations under the RFP within the timelines defined, LIC reserves the rights to cancel his selection and declare the bidder with rank 2 as successful bidder provided this bidder agrees to match the commercial bid of the original successful bidder.

24. Contacting LIC:

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

25. Right to terminate the Process:

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

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

SECTION-D : TERMS AND CONDITIONS**A. Terms and Conditions regarding bidding:****1) Pricing & Taxes:**

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

2) Placing of Orders and making payments:

The Central Office of LIC at Mumbai will place orders for the equipments/components for all its offices spread across the country. **However**, Payments will be made by the Central Office for the orders placed for the Central Office and by the respective Zonal office for the orders placed for itself and the offices under their jurisdiction.

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

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

3) Performance Bank Guarantee (PBG):

The selected vendor is required to submit a Performance Bank Guarantee (PBG) to LIC as mentioned below:

- a) 10% of the contract value for a period of 15 months.
- b) 10% of the contract value for a period of 27 months.
- c) 10% of the contract value for a period of 39 months.
- d) 10% of the contract value for a period of 51 months.
- e) 10% of the contract value for a period of 63 months.

Format for submitting the Bank Guarantee is attached herewith as **Annexure-XIII**.

The required PBG should be submitted to LIC within 14 days from the date of issue of the first Purchase Order by LIC. The PBG may be invoked for entire amount (*or the portion as deemed fit by LIC to make good its losses*) if the vendor backs-out of his obligations as per the contract, including refusal to execute PO or excessive delay in execution of Purchase order, refusal to undertake Warranty, provide support as mentioned in the SLA for the equipments supplied by vendor etc. as required in this RFP.

If vendor fails to submit the required PBG within 14 days period as mentioned above, penalty of Rs.5,000/- per day (subject to maximum penalty of Rs.1,00,000/-) will be imposed. In case the selected bidder fails to submit performance bank guarantee even after the elapse of 20 days from the date of letter issued for selection as the "selected vendor", LIC at its discretion, may cancel the allotment of the contract to the concerned bidder and allot the contract to the L2 bidder at L1 prices, so on and so forth. All the terms & conditions, stated in this RFP (and subsequent modifications, if any) will then be applicable to the L2/L3 bidders, so on and so forth.

4) Road Permit :

Road/entry permit etc. which may be required for entry into a State for supply of the equipments to the locations mentioned in Purchase Orders, will have to be obtained by the Vendor, without any additional cost to LIC. If required, on receiving a written request from vendor, a declaration (*Whom so ever it may concern*) may be given by LIC to the Vendor to the effect that the equipments/goods are as per the purchase order issued by LIC and these are for LIC's own use and not meant for any resale or for any manufacturing or packing of any goods for sale. The vendor has to take care of all other formalities which may be required for obtaining the Road-Permit / Entry permission.

5) Transportation and Insurance:

The Vendor is required to deliver the goods and services to the various locations of LIC across the country as specified by LIC. Transportation and Insurance of goods shall be arranged and paid for by the vendor at no extra cost to LIC. The goods supplied shall be fully insured by the vendor for and from transit period till 10 days from the date of delivery at LIC's offices, at their cost against any loss or damage. Should any loss or damage occur, the vendor shall:

- (a) Intimate and pursue claim with the Insurance Company till settlement and
- (b) Promptly make arrangements for replacement of any damaged item/s (*within fifteen days of detection of damages*), irrespective of the settlement of claim by the Insurance Company.

6) Delivery & Installation schedule and Penalty applicable (in case of a delay) :

The vendor shall be responsible for delivery and complete installation of all the equipments/components ordered by LIC and for making them fully operational at no additional cost to LIC within the time frame defined below, for each purchase order.

- (a) Delivery, installation and integration (with the current set up) of the ordered equipments should be completed within 56 days from the date of issue of Purchase order.
- (b) The installation/integration will be deemed as incomplete for a site if any component is not delivered/ installed/integrated or is not as per the specifications and hence not acceptable to LIC.
- (c) Date of installation of the last component under a particular Purchase order will be taken as the date of delivery and installation for the particular site for PO-payment.
- (d) Delay in delivery, installation and integration beyond 56 days will attract a penalty 0.2% of the cost of all the items ordered for that location, per day from the 57th day till the date of installation/integration subject to a maximum of 10% of the total cost of items for that location under the PO.
- (e) However, equipments/components not delivered/installed beyond 107 days, from the date of the Purchase order, will be dealt with as follows:-
 - (i) LIC may cancel the purchase order placed which will be conveyed to the vendor in writing.
 - (ii) The penalty clause as mentioned in point no.-(d) above will be applicable.

- (iii) Deductions of penalty will be made from any amount payable to the vendor by LIC.
- (iv) Any other amounts that may become recoverable from the vendor will be recovered from any available Bank Guarantee(s)/Performance Bank Guarantees under this bid.
- (v) Recovery of further amounts over and above the available Bank Guarantee(s) etc. will be subject to adjudication at Mumbai.
- (f) 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 LIC & may not be allowed to participate in any tenders for a period to be decided by LIC. Also, a lump sum amount as deemed fit by LIC (*within the limits of PBG*) will be imposed as penalty on the vendor to make good of losses suffered by LIC in terms of business loss and for making alternate arrangements.

7) Site not ready (SNR) cases:

In case the site is not found ready for installation upon the engineers visit, due to any reason(s) attributable to LIC, then the engineer will undertake following activities:

- (a) Open the consignment boxes and verify the deliverables as per Purchase order.
- (b) In case of complete delivery (*i.e. no short shipment of any component*), conduct Power-On Self Test (POST) and see the equipments are working properly.
- (c) After POST, seal the boxes again in presence of LIC officials who will sign the SNR.
- (d) Obtain a SNR certificate (*as per the format attached herewith as Annexure-XIV*) from the LIC office within the delivery and installation period else penalty defined as per clause 7 (d) above will be applicable.
- (e) In case of SNR, payments to the vendor will not be withheld for want of installation certificate. However, the vendor has to submit an undertaking that as and when the site is ready, the said equipments will be installed by the vendor within 7 days of being intimated that the site is ready. If installation is not done within the stipulated time-frame of 7 days, penalty of 0.3% of the total cost of the item(s) per day will be applicable from the 8th day onwards, subject to a maximum of 10% of the cost of that item(s).
- (f) In case of any short shipment/equipment not functioning, LIC will not issue Site Not Ready (SNR) certificate but only Short Shipment Form (SSF) as per **Annexure-XV** will be issued. Vendor should arrange the delivery of the short shipment/faulty equipment within the delivery and installation period else, penalty defined as per clause 7(d) above will be applicable.

8) Installation of the equipments :

It is advised that, the vendor should carry out the pre-installation survey of all sites and satisfy themselves that the sites are meeting all requirements *i.e.* adequate Space, UPS/Power, Earthing, Air Conditioning etc. No additional charges will be payable by LIC for such survey. If this survey is not done, LIC will not be responsible for any related issues that may arise at the time of installation.

The vendor shall do the actual plugging-in, configuration and testing of all networking equipments/components during installation. The equipment/component should be tested for physical and software configuration as per LIC's requirement, error resolutions (if any), testing of redundancy (wherever provided) configuration as well as the end-to-end connectivity on LIC's network. Network equipment has to be installed in racks wherever provided.

9) User Acceptance Test (UAT) for DO, ZO and CO:

There may be User Acceptance Test (UAT) by LIC and/or its nominated consultants after installation of the network systems at all the DO/ZO/CO sites to ensure proper functioning of LIC's business applications over the network. In case of discrepancy in hardware/software supplied, the bidder should take back their equipments at their own cost and risk and replace it with the new equipments/components/software and demonstrate proper functioning. The test will be arranged by the vendor at the respective sites in the presence of the officials of the LIC and/or its nominated consultants.

The User Acceptance Test shall be as per the comprehensive "User Acceptance Test Plan" document to be prepared jointly by the vendor and LIC, which shall contain various tests to be performed for acceptance of the system offered by the Vendor. The User Acceptance Test shall be deemed to be complete only on successful completion

of the acceptance tests and issuance of the “User Acceptance Certificate” for each of the respective sites by the LIC to the vendor. No additional charges will be payable to the vendor by the LIC for the acceptance test.

10) Payment terms for Purchase orders:

- (a) Payments will be made by the Central Office for the orders placed for the Central Office at Mumbai/Pune/MDC-Borivali and by the respective Zonal offices for the purchase orders placed for itself and the offices under their jurisdiction.
- (b) After complete delivery/installation (including SNR cases) under a particular PO, payment will be made by CO/ZO for such purchase order as a whole and not in piecemeal.
- (c) Efforts will be made to settle all payments within 30 days, for orders for which complete set of invoices along with supporting requirements are submitted.
 - (i) 80% of the payment will be made on delivery of all the equipments/components and submission of Invoice cum delivery Challan and Octroi receipt (if any) etc. Delivery Report (DR), which is generated online from LIC’s Module at the location where hardware has been delivered and will be available to the concerned LIC Zonal office online for making payments.
 - (ii) Balance 20% payment will be made after installation & integration of the equipments and lifting of buy-back items, if any, or on submission of the “Site Not Ready(SNR)” certificate from the respective LIC office where immediate installation is not possible due to reasons attributable to LIC.
 - (iii) The Installation Report (IR) will be generated online from LIC’s Module at the location where the installation of network equipments has been done and the installation details generated online will be available in the Payment Module of LIC which will be considered for release of installation payment on receipt of claim for Installation Payment from the Vendor. There is no need for submission of hard copy of the installation reports to zonal office for payment purpose.
 - (iv) The vendor to claim installation payment will have to mandatorily submit a certificate of buyback equipment removal from the site (*wherever applicable*), signed by the officer in-charge of the location of LIC from where the buyback hardware is lifted.
 - a) Payment will be subject to deduction of buyback price etc. of the items and penalty applicable for delays (if any).

11) Documents to be produced for release of payment:

(a) For 80% Payment against delivery:

- (i) Invoice printed on Vendor’s own letterhead (with reference of Purchase-cum-Work Order / advice for execution, description of goods / services delivered, machine serial number, quantity, basic equipment price, Taxes, total amount).
- (ii) Invoice cum delivery Challans for each of the concerned sites signed by the respective LIC’s official with name, designation, date and stamp etc.
- (iii) Proof of payment of VAT/Taxes/GST and Octroi / Entry Tax (wherever applicable).
- (iv) Proof of back lining of equipments with the OEM
- (v) Proof of warranty .

(b) For balance 20% Payment :

- (i) Letter/Invoice for claiming the balance amount.
- (ii) Installation, Commissioning and Acceptance proof on the LIC’s module duly validated by LIC officials.
- (iii) In case of SNR cases, Site Not Ready Report as per **Annexure-XIV**, proof of complete delivery and POST.
- (iv) Certificate regarding removal of buy-back items, if applicable.
- (v) For DO/ZO/CO, UAT report signed by vendor and LIC official.

12) End-of-Support / Life case (EoL) items:

LIC may place repeat orders for additional hardware/components as and when required by LIC as per the rates available in the “Contract/Rate-contract” and approved by LIC. With respect to such orders, if any equipment/component, quoted by vendor in the technical/commercial bid, is declared as End-of-

Sale(EoS)/Life(EoL) by the OEMs, vendor has to supply a suitable substitute of the equivalent/component with similar or higher specifications supporting all the required interfaces and feature sets at the same cost to LIC in place of the original product given in the bid document submitted by the vendor. The replacement model specifications have to be validated by OEM as the same or higher in writing. Such replacement equipments should support all the cards/modules etc. and should not have any adverse effect on functioning/functionalities/features on the LIC's Network.

13) *Signing of contract:*

The selected bidder (vendor) has to sign a contract with LIC for **Supply, Installation, integration and maintenance of networking equipments, components etc. and other expansion in the LIC's Network setup.** as per the terms and conditions of the RFP on a Rs.250/= non-judicial stamp-paper. This initial contract will be called as the Master Service Agreement (MSA) which will act as the comprehensive contract document between LIC and vendor for all purpose/conditions related to the RFP. The MSA will be the permanent reference & contract document for the all-India support and for all the subsequent modifications, if any. The modifications to the MSA will be mutually agreed and will be accommodated in the form of addendum/schedules to the MSA since procedural aspects, services etc. will be continuously evolving. On behalf of LIC, MSA will be signed by the Officials of Central Office, IT/BPR dept. Mumbai. **No other contract will be required to be signed by any of other LIC-offices.**

B. Other / General Terms and Conditions:

1) *Non Disclosure Agreement (NDA):*

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

Also, the vendor has to sign a similar NDA with their service-partners (if any appointed for LIC - **as per Annexure-XVI**) and submit a copy of the NDA to LIC. Unless a copy of the NDA is received by LIC, authorization letter will not be issued to the Vendor for that service-partner and will not be allowed to work for LIC.

2) *Limitation of liability:*

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

3) *Force Majeure Condition:*

- a) The Vendor shall be liable for any delay in execution or failure of their respective obligations under this agreement except for delay caused by occurrence of events beyond control of the Vendor, including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, hostility, acts of public enemy, wars, riots, 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 of India in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the implementation of the agreement.

- c) Unless otherwise directed by LIC of India in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.

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

4) *Obligations of the Bidder:*

The bidder shall Indemnify LIC against all actions, proceedings, claims, demands, costs and expenses which may be made against LIC, by a third party, for and/or in respect of or arising out of sale/service of equipment/systems to LIC.

5) *Copyright Violation and Patent Rights:*

The bidder shall undertake to indemnify LIC in respect of all claims arising out of violation of any Patents or Copyrights, for all Software supplied by the bidder. The bidder shall indemnify LIC against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods and services, software package or any other part thereof.

6) *Confidentiality:*

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

7) *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:

- (a) 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.
- (b) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- (c) The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

In case the winning bidder is a company/statutory body owned by Central/State Govt. the disputes shall be resolved as per Government of India, Ministry of Finance, and Department of Financial Services (Insurance Division) letter dated September 2014.

8) *Fraud and Corrupt Practices:*

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

corrupt / fraudulent / coercive / undesirable / restrictive practice, as the case may be. 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, suppression of facts in order to influence the Selection Process or violation of statutory requirements/regulations etc.
- (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.

9) *Ambiguities within the Document:*

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

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

10) *Conflict of interest:*

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

11) *Consequences of Termination of Selected Bidder:*

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

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

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

12) *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 reserves the right to debar the Bidder from participating in future RFPs floated for a period decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.
- (b) LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFPs, at any time prior to award of agreement without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s). Reasons for cancellation will be determined by LIC at its sole discretion.
- (c) LIC reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.

- (d) LIC reserves the right to verify the validity of bid information, and to reject any bid/quotation where the same appears to be incorrect, inaccurate or inappropriate in the LIC's estimation.
- (e) Bids not conforming to the requirements of the RFP may not be considered by the LIC. However, LIC reserves the right, at any time, to waive any of the requirements of the RFP, if, in the sole discretion of the LIC, the best interests of the LIC would be served. However, this will be done before opening of the commercial bid(s).
- (f) Further, the LIC shall have the right to cancel the RFP process at any time without assigning any reason, prior to finalization of the contract, without thereby incurring any liability to the affected bidder or bidders. Reasons for cancellation will be determined by the LIC in its sole discretion.
- (g) LIC may call for any additional information/document by way of clarification before the finalization of this tender process.
- (h) The decision of LIC in all matters will be final and binding on all bidders participating in this bid.
- (i) Procurement of any equipments/components outside this tender.
- (j) Because of the size and complexity of the tender, there may be certain unforeseen issues. LIC will decide these issues based on merits of each case. The decision taken by LIC will be final and binding on all the bidders/ selected vendor.
- (k) LIC may terminate the agreement if it determines at any time that the vendors or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that agreement, without the concerned Vendors having taken timely and appropriate action satisfactory to the LIC to remedy the situation.

Section-E : SCOPE OF WORK

The following activities are covered under scope of work under the RFP.

- 1) All conditions defined regarding delivery and installation and support shall be applicable.
- 2) Obtaining of the Road/entry permits, form-32, other entry/security forms, etc will be the sole responsibility of the vendor. However, LIC may sign the necessary forms as purchaser as per requirement on receipt of written request(s).
- 3) To supply, commission, install, test, configure, integrate with the corporate network/solution and support the networking/other equipments/solutions as per the RFP which are approved/ procured by LIC, at various locations identified by LIC. Site wise purchase orders will be issued by LIC and implementation has to be done as per the requirements of LIC.
- 4) Devices/ Equipments/Components/ Software supplied under this RFP should seamlessly integrate with existing network setup of LIC without requiring purchase of additional equipments/components/Software etc. and also without requirement of downgrading or upgrading of existing equipments/ components/software used by LIC. However, if any additional equipments/components/Software etc. is required for seamless integrate with existing network setup of LIC, the same has to be provided at no additional cost to LIC. In such cases, the balance 20% payment on delivery will made after the vendor demonstrate seamless integration of the router/equipment/component etc.
- 5) All LAN cables should be machine made.
- 6) Crimping of LAN cables (Rack end) with appropriate RJ45 connectors (if required).
- 7) Termination of LAN cables on Router/other switches and end to end testing
- 8) Looping of cables from switch to patch panels (if required)
- 9) Looping of cables from Router to switch.
- 10) Vendor has to do end-to-end configuration of network devices, designing, implementation and customization of network level policies as per LIC's requirements.
- 11) All the networking equipments/components, etc should be configured for the high availability and no single point of failure, wherever redundancy is provided by LIC.
- 12) Vendor will be responsible for ensuring end-to-end maintenance of Network/equipments and also undertake all the post failure repair/replacement of all equipments/components supplied & installed by him.
- 13) Vendor shall pass on the benefit of discount / reduction in prices/ Govt. duties, if any, to LIC voluntarily. In case of failure, LIC reserves the right to terminate the rate contract with immediate effect.

- 14) Vendor shall provide and implement the latest versions/upgrades of software/IOS (same class) etc. at no extra cost to LIC.
- 15) Vendor will provide details of features covered under back-lining support and warranty provided by the OEM. This should be supported by OEM's documentation and validated by the OEM on the OEM's letterhead. This should also mention exclusion explicitly.
- 16) LIC will also have periodic review of technology and may consider an alternate model in consultation with the OEM in case of need. In case a product or part of the product (component) which has been quoted for a certain cost/free of cost, is rendered End-of-Sale (EoS) / End-of-Life or Support (EoL) during the contract period, a substitute of equivalent or higher capacity should be provided at the same cost/free of cost to LIC in place of the original product given in the bidding document submitted by the vendor. The replacement model specifications have to be validated by OEM as the same or higher. Such equipments should support all the existing components and should not have any adverse effect on functioning or restrictions in functionalities on LIC's Network as a result of supply of such equipments.
- 17) If required by LIC, vendor shall arrange to shift the equipment and install and commission the same at the shifted location depending upon the need and at no extra cost to LIC (only transportation cost, taxes, octroi, insurance as per actual will be borne by LIC).
- 18) Vendor shall specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards, physical ports, UPS, environmental conditions etc.
- 19) Vendor should maintain adequate functional spares at each of their service-centers so as to meet the SLA commitment for each office of LIC. Vendor shall submit location-wise list of such spares to LIC (CO and Zones) at beginning of every Quarter.
- 20) The details of information required from LIC for the submission of Scope of Work and subsequent implementation to be done accordingly should be sought within three weeks from the date of receipt of purchase order from LIC. The successful bidder may physical verify the sites involved.
- 21) Vendor has to submit User Acceptance Test (UAT) plan (*to be prepared jointly with LIC*) and undertake the UAT at Divisions/Zones/CO.
- 22) In case there is a cost incurred to LIC due the wrong BoM/Specification/feature-set of network equipment at any location, the same will have to be replaced by vendor at no extra cost to LIC.
- 23) Back-to-back (back-lining support with OEMs) : The vendor needs to mandatorily backline all equipments/products/components/software-upgrades etc. with the respective OEMs for service support-line items.
 - a) The contract should be back lined with OEM for the complete contract period). The bidder will be required to provide a proof of back-lining, in writing in the form of an e-mail / letter confirmation, from the OEM within 30 days from the date of PO release/LoI (letter of intent), before any payment what so ever can be released by LIC.
 - b) Login-IDs should be created by the vendor for LIC for logging into the OEMs portal for the support and logging/viewing the status of calls/TAC cases raised by/for LIC of India.

Section-F: TECHNICAL SPECIFICATIONS

1. The list of major hardware & software items and their **Technical Specifications** are given below. It should be noted that the list is indicative & the Vendor should include any other item/software/service, which is necessary to meet the end objectives of LIC as detailed in this section.

No.	Descriptions
1.	24 port BO Switch as per the technical specification mentioned in this RFP
2	48 port BO Switch as per the technical specification mentioned in this RFP
3	Data Centre Switch as per the technical specification mentioned in this RFP
4	Cables and Connectors as per the proposed Models

Note: All cards and cables proposed should be compatible with the supplied router

2. TECHNICAL SPECIFICATIONS OF NETWORK EQUIPMENTS

Refer Annexure for Technical Specification

The vendor should have back-to-back support arrangement from the manufacturer. The vendor must submit the Manufacturers Authorization Form as per **Annexure-III**

Service-Delivery and Project Management:

The selected vendor will have to post a full time onsite Service-Delivery Manager (SDM) immediately after the signing of the Contract. The detail of SDM should be conveyed in writing to LIC within 2 weeks of receipt of purchase order. The onsite Service-Delivery Manager will be required to be posted for the entire implementation period and has to sit on site at LIC-CO-IT, Mumbai office. The onsite SDM should have the following minimum profile:

- a) Minimum 5 years of IT experience
- b) ITIL aware and having knowledge of Service Delivery processes.
- c) Minimum 2 years of Program Management experience.
- d) 2 years' experience of Network deployments.
- e) Experience of handling/managing teams (Minimum 5 reportees).

The responsibilities of the On-site Service-Delivery Manager as a part of support are as follows (*indicative but not exhaustive*):

- a) Act as a Single Point of Contact (SPOC) for the entire project
- b) Responsibility for the entire execution & management of the project after receipt of purchase order. (ii) Overall monitoring of project
- c) Coordination for Delivery/Installation of New hardware in stipulated time frame
- d) Call flow management, Quality Service Delivery
- e) Overall monitoring and management
- f) SLA management and reporting
- g) Submission of periodical Reviews and reports required by LIC.
- h) Crisis management and Emergency response procedures.
- i) Preparation and submission of detailed Project documentation to LIC (Purchase Order wise) and progress of initiatives taken by LIC.
- j) He should be placed at LIC premises in Mumbai during LIC's office hours. However, the hours may be extended whenever required.

The Vendor shall submit to ED(IT/BPR), CO, Mumbai the name and contact details, including address, telephone number, mobile number, FAX number/email address of the nominated Service-Delivery Manager.

It is mandatory for the concerned Service-Delivery Manager to have structured meeting with the ED(IT/BPR)/Secretary(IT)/Dy. Secretary(IT)/Assistant Secretary (IT), Network Section of Central Office once a week, preferably on Monday, during the implementation period from the date of receipt of the first Purchase Order by the vendor. Weekly meetings should be held till the project is entirely rolled out.

In short, Onsite Service-Delivery Manager shall carry out and coordinate the various tasks involved in the project like Project scheduling, tracking, monitoring, identifying risks, liasoning with all stake holders(*OEM, vendors back-end teams etc.*) and reporting to LIC on the overall progress of the project, etc. No charges will be payable by LIC for the onsite Service-Delivery Manager.

3. Warranties:

- The offer must include comprehensive on-site warranty for five years from the date of installation and acceptance of the systems by LIC. The warranty will include supply and installation of all updates and subsequent releases.
- The warranty will include back-lining with OEM.
- The warranty, which for all practical purposes would mean Comprehensive On-site Warranty, shall start and

remain valid for five years from the date of installation of products.

- On-site warranty will start from the date of successful installation of the products.

Maintenance during Warranty Period:

- The Bidder shall attend to calls and arrange to solve the problems within the stipulated time lines as mentioned in the SLA.
- LIC reserves the right to terminate the contract earlier, with two months notice for reasons of non-performance and unsatisfactory services. In any case LIC's decision in this case will be final and binding. In case of vendor being discontinued for deficiency in service, the contract may be terminated and the vendor may be blacklisted by LIC and may not be allowed to participate in the future tenders for a period to be decided by LIC. Also, a lump sum amount as deemed fit by LIC (within the limits of PBG) will be imposed as penalty on the vendor to make good of losses suffered by LIC in terms of business loss and for making alternate arrangements. Spares and support for the appliances should be available for a minimum period of seven years from the date of installation of the appliances irrespective of whether the equipment is manufactured by the Vendor or procured from any other OEM. The entire responsibility will rest on the Vendor for servicing and proper functioning of the equipment. During this specified period if it is found that spares or support is not available, the appliances will have to be replaced by equivalent or higher model subject to evaluation if required by LIC, by the vendor at no extra cost to LIC.
- In the event of replacement of any part of the system, it should be done with a part of equivalent or higher configuration which should be compatible with the system.
- Warranty shall include software upgrades, patches, hot fixes and service support without charging any additional cost to LIC.
- The technology providers, including OEM will be required to submit a written undertaking, explicitly stating their commitment to provide full technical, spares, operational and maintenance support to LIC during the warranty period.
- In case of shifting of any appliance supplied by the vendor at any location of LIC, wherever the appliance has to be shifted from one LIC location to another, the vendor is required to uninstall / reinstall and support the system/s at the new location, without any extra cost to LIC of India on account of reinstallation. LIC will reimburse the transportation charges, LBT, Octroi, Entry tax, GST or any other government taxes.
- Complaint(s) will be deemed to be resolved if the following record is available with the Corporation:
 - a) Customer Call Report (CCR) signed by both the service Personnel and Corporation's Authorised official, confirming that the complaint is resolved.
 - b) Date and time of resolution of the complaint shall be indicated clearly.
 - c) Record of down time for hardware will be maintained by LIC and will be binding on the Vendor.
- Service Personnel/ Representatives of vendor shall invariably carry their identity cards with them, without which they will not be allowed to access LIC's Systems. Service Personnel of the vendor shall have access to the servers only after obtaining clearance from LIC's Authorised officials. No component of the System/data/ log information will be taken out of LIC's premises without clearance from LIC's Authorised Officials.

Section-G : SERVICE LEVEL AGREEMENT

The vendor has to ensure adherence to time-schedules given in this RFP. Non-adherence will attract penalties as given below:

1. Delay in delivery of products, services, On-Site support and offsite support:

SN	Description	Penalty
1	Delivery, installation and integration (with the current set up) of the ordered equipments should be completed within 56 days from the date of issue of Purchase order. The DOA cases shall be dealt with in the allowed 56 days period from the date of issue of the purchase order.	0.2% of the cost of all the items ordered for that location, per day from the 57 th day till the date of installation/integration subject to a maximum of 10% of the total cost of items for that location under the PO.
2	In case of a breakdown of appliances, hardware, hardware components accessories, systems software, and/or any products, the relevant defect should be attended immediately and rectified/replaced within 8 working hours of the receipt/notice of the complaint.	0.5% of the cost of all items ordered for that location per each hour of delay or part thereof subject to a maximum of 10% of the total cost of items for that location under the PO.

3	In case of a malfunctioning of appliances, hardware, hardware components accessories, systems software, or any products, the relevant defect should be attended immediately and rectified within 8 hours of the receipt/notice of the complaint.	0.2% of the cost of all items ordered for that location per each hour of delay or part thereof subject to a maximum of 10% of the total cost of items for that location under the PO.
4	Failure to provide standby equipments in case of exclusions mentioned in the RFP within 8 working hours of receipt/notice of complaint .	0.5% of the cost of all items ordered for that location per each hour of delay or part thereof subject to a maximum of 10% of the total cost of items for that location under the PO.
5	The equipments / machines taken for repair by the vendor to their workshop has to be returned within a 10-days time.	The purchase cost of the equipment would be adjusted against any amount payable or PBG.
6	In case a call remains unresolved more than 7-days then LIC reserves the right to get it repaired or hire such equipments.	The cost such incurred towards the same will be adjusted against any amount payable or PBG. However, the Warranty will continue for such equipments.
7	In case of 3 consecutive failure of any equipment during the warranty period, the bidder will have to replace the equipment with a equal or higher configuration unconditionally at no extra cost within 15 days after the resolution of the equipment as per the Service Levels.	In case the bidder fails to replace the equipment, the cost of the equipment would be adjusted against any amount payable or PBG
8	The details of SDM are not communicated to LIC within 2 weeks of receipt of PO	Rs.1,000/- per day.
9	Delay in submitting a list of support center addresses, contact person & the resolution/response/escalation matrix for locations as mentioned in RFP beyond 4 weeks. Updated escalation matrix is to be provided in case of any change.	Rs.1, 000/- per day.
10	If the first (introductory) meeting is not held within 2 weeks from the date of receipt of the first Purchase Order and/or escalation matrix is not submitted.	Rs.1,000/- per day for the delayed part
11	If structured weekly meetings are not held (by the Service Delivery Manager) with ED(IT)/Secy(IT)/Dy.Secy(IT)/ Asst.Secy.(IT), Network Section, CO, Mumbai.	Rs.1,000/- for each meeting not held.

If the total penalty in any of the above items from 1 to 7 reaches the penalty cap for more than one instance, during the entire contract period, the same shall be deemed as non-performance and unsatisfactory services. However, LIC reserves the right to condone any such act of non-performance and unsatisfactory services considering various circumstances at that point in time. Further, LIC reserves the right to view any other acts of omission as non-performance other than what is stated above.

Exclusions: In case of Partial/Full damage or loss of the equipment due to reasons beyond the control of LIC like (i) accident (ii) causes external to the equipment such as electrical power, fluctuations and failures etc. (iii) Theft, Fires, floods, windstorms, riots, strikes, acts of state or acts of enemy or negligence by LIC etc. the vendor would not be penalized. In case of disputes in the reason of failures, the onus of such proof will be on the vendor.

- In all the above circumstances / cases also, the vendor has to provide a functional standby equipment/component with same or higher configuration and restore all the services of the particular location, **failing which** the penalties defined under SLA section will be imposed.
- Fresh order will be placed by LIC with the vendor for the supply of the lost/damaged equipment as per the approved rates. Monthly rental of 5% of the LIC-approved-cost for that particular equipment/component will

be payable by LIC to the vendor for the equipment supplied as standby in lieu of the Lost/Damaged equipment till the replacement of equipment on permanent basis is provided or the original equipment/s is/are re-installed after necessary repairs.

- (c) For damaged/lost/burnt/irreparable equipments, LIC shall claim insurance amount from the General Insurance Company, vendor may have to give quotation for the new equipments / components to LIC on their letter head and supporting documents (if any required) to facilitate smooth settlement of insurance claim. The quotation from vendor shall be given based on the LIC-approved-rates.
- (d) Any equipment will be considered burnt/irreparable, only when the vendor is able to show burnt marks on the equipment/circuit-board etc. to the onsite LIC-officials and the same is accepted by the General Insurance Company for settlement of claim to LIC.
- (e) In cases where vendor is reporting damages to the equipment due to external reasons, such as, power fluctuation etc. where such damages are not visually noticeable, in such cases the onus of proving the same will be on the vendor. Vendor has to submit necessary OEM-TAC number and report from the OEM certifying that the equipment is irreparable.

All penalties deducted for violation of SLAs shall be invoked from the PBG/any amount payable to the vendor .

This section lists the minimum service level required to be maintained by the Bidder on award of the contract. The Bidder has to enter into a service level agreement with LIC before the award of the contract as per the format provided by LIC.

- 1.1 Defective equipment shall be replaced by the vendor at his own cost, including the cost of transport if any. The new releases (minor / major) IOS, versions, bug fixes etc. for the hardware and system software will be supplied to LIC at no extra charge, with necessary documentation.
- 1.2 Calls can be logged through e-mail/telephone call/web interface or any other methodology which may be mutually decided with the vendor.
- 1.3 All response times mentioned above includes travel time of Engineers also.
- 1.4 The Bidder shall provide to the engineer all normal toolkit and test equipment needed for the installation and support of the hardware.
- 1.5 To complete the work at the site / branch within the stipulated timeframe, Successful Bidder"s/ Vendor"s engineers have to visit the site multiple times at no extra cost.
- 1.6 The Bidders should keep spare units at appropriate locations to meet the Service Level Agreement (SLA) requirements. The address & number of units reserved should be indicated in the offer. This stock will be subject to periodic inspection by LIC. Non-compliance will invite penal action or disqualifications.
- 1.7 LIC reserves the right to levy / waive off penalty considering various circumstances at that point in time.

Section-H : ANNEXURES**1) Annexure-I : Covering letter**

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

Sir,

LIC's RFP Ref.No: CO/IT-BPR/NW/RFP/2016-17/02 dated : _____ 2016

Reg.: Our bid for Supply, Installation, integration and support of Network Switches etc. for LIC of India

Having examined the RFP document, terms and conditions including all annexure the receipt of which is hereby duly acknowledged we, the undersigned, offer to supply, deliver, install, integrate and support equipments in conformity with the said RFP documents in accordance with the schedule of prices attached in the commercial bid and made part of this tender.

We hereby agree and accept all the clauses/terms and conditions mentioned in the RFP document dated : _____ 2016 and also subsequent modifications dated _____ 2016.

We understand that,

- 1) LIC is not bound to accept the lowest or any bid received by you, and may reject all or any bid.
- 2) If our Bid for this RFP/tender is accepted, we undertake to enter into and execute at our cost, when called upon by LIC to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof, shall constitute a binding contract between us.
- 3) If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- 4) LIC may accept or entrust the entire work to one Bidder or divide the work to more than one Bidders without assigning any reason or giving any explanation whatsoever.
- 5) If we fail to accept the L1 price arrived at on the basis of commercial bid and/or reverse auction (despite having accepted the terms and condition for the same in our bid document), LIC has full rights to forfeit the earnest money deposit(EMD) of Rs.10,00,000/- (Rupees ten Lakhs) submitted to LIC by us after the bidding process is complete. LIC shall reserve the right for not informing us/seeking our permission before doing so.

Dated at _____ this _____ day of _____ 2016

Thanking you,

Yours faithfully

Authorised Signatory,
For _____ (Company name)

2) Annexure –II: Company profile and other information

To,

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

Application form for the Eligibility of the bidder

Ref. : CO/IT-BPR/NW/RFP/2016-17/02 dated : _____ 2016

A. Company Details :-

Name of the company:			
Type of the Company [Govt/PSU/Pub.Ltd/Pvt ltd/JV etc .]			
Address of Corporate Office (HQ)			
Sales Tax/VAT/GST registration number and date of registration			
Service Tax registration No. and date of registration			
Year of Incorporation			
In the network integration in India business since			
Turnover and profit of the Company from <u>Network System Integration (NSI) related business in India</u> : Indian Financial Years : 2013-2014 2014-2015 2015-2016	Turnover (Rupees Crores)	Profit earned (Rupees Crores)	
		Before Tax	After Tax
Address for communication :			
Official Web Site (URL) :			
Contact persons details : ▪ Name: ▪ Designation: ▪ Phone (O): ▪ Fax (O): ▪ Cell No.: ▪ E-mail ID:	<u>First Person:</u>		
▪ Name: ▪ Designation: ▪ Phone (O): ▪ Fax (O):	<u>Second Person:</u>		

▪ Cell No.: ▪ E-mail ID:	
Any other relevant information bidder would like to submit, which is not covered in the above points :	

B. Details of the EMD (Demand Draft and Bank Guarantee) :-

Description	Rs 2,00,000/- towards EMD
Demand Draft No. and Date:	
Name and address of the Bank :	

Description	Rs 8,00,000/- towards balance EMD
Bank Guarantee details :	
Name and address of the Bank :	

C. Other information/Compliance :-

Sr. No.	Bid condition / Description	Complied (Yes/No)
1.	Whether the bidder is a registered corporate in India, registered under the Companies act 1956 and should be registered under C. S. T. and/or have the sales tax/VAT registration in the state where the company has a registered office. Provide documentary evidence.	
2.	Is the bidder a system integrator (SI) since last three financial years for Networking equipments and supporting similar technologies (Network setup and solutions) as required in this tender viz. <i>Routers, managed-switches, etc.</i>	
3.	If the bidder is a NSI, whether it has back-to-back support with the respective OEM and is not a mere reseller of the networking equipments.	
4.	Whether Manufacturer's Authorisation Form (MAF) from the respective OEMs regarding their authorization and support has been submitted. Provide documentary evidence.	
5.	Whether the bidder has an annual turnover of Rs.5 Crores in each of the last three Indian Financial Years immediately preceding the date of this RFP from Network System Integration business. Provide documentary evidence.	
6.	Whether the bidder has made profit in any one of last three Indian Financial Years immediately preceding the date of this RFP. Provide documentary evidence.	
7.	Whether the bidder has successfully implemented the proposed OEM-Routers (all types as mentioned in the technical specs, taken together) in at least 150 locations (<i>excluding the ATM kind of deployments</i>) in any PSU /Private Bank/Insurance/BFSI/Financial institution/TSP/Government Departments (taken together) in India within the last two years immediately preceding the date of this RFP.	

8.	Whether the bidder has all-India presence and is having fully functional minimum 25 support centers with at least one support center in each state across India (other than North East Region) and at least one support center in North East Region. Provide details as per Annexure-VI.	
9.	Whether the bidder stands de-barred/Black-listed by any State Government in India or any of its agencies or Government of India <u>or</u> any of its agencies or any PSU/BFSI (including LIC of India) in India as on the date of the of submission of bid. Declaration as per Annexure-IV needs to be submitted.	
10.	List of top-3 customers of the vendor for Networking equipments supply, support and maintenance - Name of the customer (1) : - Address with Contact Details : - Since When (Date):	
	- Name of the customer (2) : - Address with Contact Details : - Since When (Date):	
	- Name of the customer (3) : - Address with Contact Details : - Since When (Date):	

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

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

SIGNATURE

Authorized signatory

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

Date :

Official Seal of the company

3) **Annexure – III: Manufacturer’s Authorisation Form (MAF)****Tender Reference No: CO/IT-BPR/NW/RFP/2016-17/02 dated : _____ 2016.**

To,

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

Dear Sir,

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

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

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

_____ (OEM) certify that, the equipments being sold would not be declared End of Sale (EoS) in the next 2 Years and that _____ (OEM) shall supply suitable substitute in case EoS equipments. Also _____ (OEM) certifies that the products being sold would be covered under Warranty / Support and support will be available for next five years from the date of installation at LIC of India.

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

Yours faithfully,

Name of person

For and on behalf of M/s _____

Designation

Contact Details

Date :

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

4) Annexure-IV: Declaration regarding non-Blacklisting**Tender Reference No: CO/IT-BPR/NW/RFP/2016-17/02 dated : _____ 2016.**

To,

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

This has reference to the LIC's Tender Reference No: **CO/IT-BPR/NW/RFP/2016-17/02 dated : _____ 2016**, regarding bid for **Supply, Installation, integration and support of Network Switches etc. in LIC's Network setup**. We _____ (name and address of the bidder) hereby confirm that we have not been black-listed/debarred by any Govt./ PSU/ BFSI organization/ Government Departments in India, including LIC, as on date of submission of the bid. Also, there has been no occasion of disassociation with any of our customers in India on account of delayed/defaulted deliveries or services during last on year.

SIGNATURE

Name:

Designation:

Company Secretary

Date : _____ ' 2016

Place:

Company Seal

(This Undertaking has to be executed on a duly notarized Stamp Paper of Rs.250/- and forms part of the Bid)

5) **Annexure-V: Vendor Experience on Networking projects**

Tender Reference No: CO/IT-BPR/NW/RFP/2016-17/02 dated : _____ 2016.

Network Related Projects

(The projects undertaken with LIC should be excluded)

Information of the implementation of proposed switches in 150 locations (within two years preceding the date of this RFP):

Financial year	Name of the client for whom projects undertaken	Type of project	Name and contact details of Sr. officer representing the client for the purpose of reference	Approximate project cost in Rs. crores	Date of award of the Purchase Order	Model of the Router (s) supplied	Number of locations and Routers involved
		1.					
		2.					
		3.					

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

Authorised Signatory

Name:

Designation:

Date:

Place:

Seal of the company6) **Annexure-VI: List of support centers** *(To be given separately in an Excel sheet)*7) **Annexure-VII: Bank Guarantee Format for E.M.D.**

This Deed of Guarantee executed by the _____ (Bank name) a Scheduled Bank within the meaning of the Reserve Bank of India Act and carrying out banking business including guarantee business at Mumbai and other places having its head office at _____ (hereinafter referred to as "the Bank") in favour of Life Insurance Corporation of India, formed under section III of the LIC Act, 1956 (hereinafter referred to as "the Corporation") having its Information Technology Dept. of Central Office at the 2nd floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai 400 054, for an amount not exceeding Rs.8,00,000/- (Rupees Eight Lakhs only) at the request of (Vendor Name & Address) _____ (hereinafter referred to as the "Vendor").

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs.8,00,000/- (Rupees Eight Lakh only) and the Guarantee shall remain in force upto _____ date (valid for a period of _____) and cannot be invoked, otherwise than by a written demand or claim under this guarantee served on the Bank on or before _____ (Date) by the Corporation.

And whereas _____ (Vendors name) having its head office at _____ (address), is participating in the RFP Ref.No. CO/IT-

BPR/NW/RFP/2016-17/02 dated : _____ 2016 for “Supply, Installation, integration and support of Network Switches etc. in the LIC’s Network setup.” and subsequent modifications issued on _____.

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

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Vendor, upto a total amount of Rs.8,00,000/- (Rupees Eight Lakh only) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default as per the terms and conditions of the RFP Ref.No. **CO/IT-BPR/NW/RFP/2016-17/01** dated : _____ 2016 for “Supply, Installation, integration and support of Network Switches etc. in the LIC’s Network setup.” and without cavil or argument, any sum or sums as specified by you within the limit of Rs. 8,00,000/- (Rupees Eight Lakh only) as aforesaid, without your need to prove or to show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

1. The Bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise.
2. Our liability under this guarantee is restricted to a sum of Rs. 8,00,000/- (Rupees Eight Lakh only).
3. The Bank Guarantee will be valid for a period upto _____. (Note : Validity of BG should be one year from the date of submission of BG to LIC, including the claim period).
4. A written claim or demand for payment under this Bank Guarantee is the only condition precedent for payment of part/ full sum under the guarantee to the Corporation.
5. The corporation need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

DATED AT

THIS

DAY OF

2016

SEALED & SIGNED BY BANK

8) Annexure-VIII: Format for Non-Disclosure Agreement.

To be executed over Rs.250 Stamp/Franked paper & notarized : (No deviations in wordings permitted)

Non-disclosure Agreement (NDA)

This Non-disclosure Agreement (“NDA”) is made and entered into this __ day of _____ in the year Two Thousand and Sixteen (2016)

BY AND BETWEEN

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

AND

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

<Company Name & Address> shall be referred to herein as a “Respondent”.

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

WHEREAS, the Respondent is aware that while responding to LIC’s Request For Proposal (RFP) **Ref: CO/IT-BPR/NW/RFP/2016-17/02** dated : _____ 2016, the Respondent may be gathering information on LIC’s Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., (“Proprietary Information”) indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

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

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

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

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

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

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

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

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

The Respondent shall ensure that in no case its employees or representative uses any USB or connectivity device in the hardware systems of LIC without the 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 Software licenses pertaining to LIC 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, even in the case when they cease to have any relationship with respondent.

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

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

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

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

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

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

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

The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of LIC posted at/for Central Office-IT (Mumbai, Pune and COSP centers) and Information-Technology department of Zonal offices.

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

This NDA constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto.

No amendment or modification of this NDA shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective 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>

Signature

Authorized Signatory

Name:

Designation:

Date :

Place:

Office Seal:

9) **Annexure-IX: Technical Bid Format** (Given separately in an Excel sheet)10) **Annexure-X: Declaration of Quality, Support and Man-Power**

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

Dear Sir,

DECLARATION OF QUALITY, SUPPORT AND MAN-POWER

Ref: LIC CO/IT-BPR/NW/RFP/2016-17/02 dated : _____ 2016

This has reference to the LIC's Tender Reference No: **Ref: CO/IT-BPR/NW/RFP/2016-17/02** dated : _____ 2016, regarding bid for **Supply, Installation, integration and support of Network Switches etc. in the LIC's Network setup.**

We hereby accept all the Term & Conditions of the above RFP for the Network equipments and extend complete warranty and full guarantee for maintenance of the Network equipments. **Further, we hereby undertake that :**

- 1) The original equipment's, spare parts, components required for maintaining the networking hardware supplied will be available for a minimum period of 5 years as per terms and conditions of the RFP.
- 2) All the equipments/components/parts/software(s) used in the Networking equipments, etc. shall be original new equipments/ components/parts/software(s) from respective OEMs of the products and that no refurbished / duplicate/second-hand-equipments/ components/ parts/software(s) shall be used.
- 3) In respect of licensed software(s) if asked by LIC in the purchase order shall be supplied along with the authorised license certificate and also that it shall be sourced from the authorised source.
- 4) Should LIC require, we shall produce certificate from the OEM supplier in support of above undertaking at the time of delivery, if not already produced. It will be our responsibility to produce such letters from our OEM supplier's within 7 days of your request.
- 5) In case we are found not complying with above at the time of delivery or during installation, for the equipments/components/server(s) already billed, we agree to take back the equipments/components/hardware, if already supplied.
- 6) We shall provide the required number of onsite Service-Delivery Manager, fulfilling the qualification criteria as defined in the RFP within the stipulated time.

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

Signature

Authorized Signatory,

Name:

Designation:

Office Seal:

Date :

Place:

11) **Annexure-XI:** *Commercial Bid Format (Given separately in an Excel sheet)*

12) **Annexure-XII:** *Pre-Contract Integrity pact*

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

Ref.No. CO/IT-BPR/NW/RFP/2016-17/02 dated : _____ 2016

This Deed of Guarantee executed by the _____ (bank name) "A Scheduled Bank within the meaning of the Reserve Bank of India Act and carrying out banking business including guarantee business at Mumbai and other places "having its head office at _____ (hereinafter referred to as "the Bank") in favour of Life Insurance Corporation of India, Corporation established under Section 3 of LIC Act 1956, having its IT Dept., Central Office at the 2nd Floor, Jeevan Seva Annexe, Santa Cruz, Mumbai 400054, (hereinafter referred to as "the Corporation") for an amount not exceeding Rs. _____ /- (Rupees _____ only) at the request of "Vendor Name & Address" _____ (hereinafter referred to as the "Vendor").

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

Whereas _____ (Vendor's Name) having its head office at _____ has been selected as the network vendor by the Corporation as per terms and conditions mentioned in the tender document/RFP Ref.No. CO/IT-BPR/NW/RFP/2016-17/02 dated : _____ 2016.

And whereas the _____ (name & address of the bank) has agreed to give on behalf of the Vendor a guarantee (Performance Bank Guarantee), therefore we hereby affirm that we guarantee and are responsible to you on behalf of the vendor upto a total amount of Rs. _____ (Rupees In words) and we undertake to pay you , upon your first written demand declaring the Vendor to be in default under the Contract , and without cavil or argument, any sum or sums as specified by you within the limit of Rs. _____ (Rupees In words) as aforesaid, without your need to prove or show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE :

- 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.
- Our liability under this guarantee is restricted to a sum of Rs. _____ (Rupees In words).
- The Bank Guarantee will be valid for a period up to _____ **(PBG should be valid for 63 months from the date of submission of PBG).**
- A written claim or demand for payment under this Bank Guarantee is the only condition precedent for payment of part/full sum under the guarantee to the Corporation.
- The corporation need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

DATED AT _____ THIS _____ DAY OF _____

SEALED AND SIGNED BY THE BANK

14) **Annexure-XIV:** *Format for Site Note Ready (SNR) certificate*

(For LIC's Networking Equipments – Dummy Installation Report)

Name of the Vendor	
--------------------	--

Office & department where equipments delivered			
Reference of LIC's Purchase Order No. and date		PO No.	Dated :
Make and Model of the equipment(s) which were delivered, physically verified and POST done was done	S.No	Description of the equipments (Router/Cards etc.)	Serial Number of the equipment (if available)
	1.		
	2.		
	3.		
	4.		
	5.		
	6.		
Activities performed by the vendor		(Yes/No)	Remarks (if any)
Verification of the equipments delivered with the Purchase Order :			
Insertion of cards/modules in the router (as applicable)			
Power On Self Test (POST) was successful			
The Box was sealed, stamped and signed after successful POST			
This is certified that, the delivery has been found correct as per the above referred Purchase Order and POST was successful. The equipments could not be installed because of the following reason(s) :			
S.No	Brief description of the reason of Site not being ready		Please Tick the reason(s)
1	Location : Site is not finalized (where the equipment is supposed to be installed)		
2	Power : UPS of Adequate Capacity <u>or</u> Electrical Points not available		
3	Cabling : Adequate number of free port in the switches / patch panel not available		
4	Leased line not provided so far by the service provider		
5	Any other reason (please specify) :		
Likely date of the site getting ready for installation (Please mention the date)=>			
Signature and seal of the Authorised LIC official		Signature of the Vendor's Engineer	
Name		Name	
Designation	Date :	Date	
SR Number	Place :	Contact No.	
E-Mail ID		E-Mail ID	
Note : ➤ The Site-Not-Ready (SNR) certificate has to be issued only when delivery of all the equipments (for that particular site) has been completed by the vendor for that site and POST was carried out successfully. ➤ If delivery is NOT complete i.e. either some parts are missing <u>or</u> are damaged then, SNR will not be issued and only the "Short-Shipment Form" shall be issued by LIC.			

15) **Annexure-XV**: Format for Short Shipment Form

Short Shipment Form (SSF)
(For LIC's Networking Equipments)

SHORT SHIPMENT FORM (LIC)	
Name of the AMC Vendor	
Office & department where equipments delivered	
Reference of LIC's Purchase Order No. and date	PO No. Dated :

SHORT SHIPMENT FORM (LIC)

On verification of the consignment for LIC's Networking equipments, following items/components were MISSING:

Date of Delivery of the consignment		Dated :	
S.No	Description of Item:	Quantity as per the Purchase order	Quantity actually found/received.
1			
2			
3			
4			
5			
6			

Comments by LIC (if any):

Comments by Vendor's engineer (if any):

Signature and seal of the Authorised LIC official			Signature of the Vendor's Engineer	
Name			Name	
Designation		Date :	Date	
SR Number		Place :	Contact No.	
E-Mail ID			E-Mail ID	

16) Annexure-XVI: Format for Non-Disclosure Agreement with Service-Partners (if any) of vendor

(to be executed between the selected vendor
and its service partner and copy to be provided to LIC)

LIC's Tender Ref.No. CO/IT-BPR/NW/RFP/2016-17/02 dated : _____ 2016

We _____ (The Service partner), having been selected by you as a service partner for attending to the breakdown calls of Network equipments of LIC of India (herein after called as "LIC") and our employees shall not, unless LIC of India gives permission in writing, disclose any part or whole of this RFP document, of the proposal

and/or contract, or any specification of equipments, Network plan, drawing, IP-Addresses, routing pattern, sample or information furnished by the corporation (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

We and our employees shall not without prior written consent from the Corporation make any use of any document or information given by the user, except for purposes of performing the contract award.

In case of breach the LIC of India can blacklist the bidder and take legal action as deemed necessary.

For and on behalf of <Service-Partner Company> <Address of Service-Partner>

Signature

Authorized Signatory

Name:

Designation:

Date :

Place:

Office Seal:

**(To be executed on a duly notarized stamp paper of Rs.250/-, this agreement forms a part of the bid)*

letter head to CO-IT-Mumbai (wherever applicable) alongwith the QMC invoices)