Request for Proposal

1.	**Empanelment of Vendors for Supply, Installation and Servicing of Line Printers**
2.	**Supply, Installation and Servicing of Line Printers**

RFP REF: LIC/CO/IT-BPR/HW/2016-17/02 Dated: 03/09/2016

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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Definitions & Abbreviations:

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	System Integrator /Original Equipment Manufacturer/ Company in its individual right.
Empanelled Hardware Supply & Servicing Vendor (HSSV)	Any Bidder qualifying for both supply and servicing of the Hardware under this RFP will be empanelled as Hardware Supply & Servicing Vendor for Line Printers.
Service Partner	A company / firm in its individual right appointed by the Empanelled Hardware Supply & Servicing Vendor (HSSV) for servicing the Hardware supplied to LIC
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
Cost of Hardware/Software item	Cost of the Hardware and its peripheral /Software should be all inclusive except VAT/CST/GST/Octroi/local entry Tax/LBT wherever applicable.
Working Day	shall be construed as a day excluding Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India
Day	Calendar Day
Clarifications	Means Addenda, corrigenda and clarifications to the RFP
Contract Value	For Selected HSSV, the Contract Value will be calculated by multiplying the Quantities of all the Line items, by the approved L1 Rates of all the Line items
L1 quote	Lowest price discovered through Commercial Bid/Online Reverse Auction
L1 Bidder	Bidder with L1 quote

2. Abbreviations

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

A. Invitation to Bid

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

The participation can be from:

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

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

B. Instructions to the 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 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 Annexures 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.

7. Pre Contract Integrity Pact

The bidder shall submit along with the Bid Processing fees, as per the format given in Annexure-Pre Contract Integrity Pact. **<u>Any bid submitted without the Pre Contract Integrity Pact will summarily be rejected.</u>**

8. Activity Schedule

#	Activity	Details
1	RFP Reference & date	**RFP REF: LIC/CO/IT-BPR/HW/2016-17/02 Dated: 03/09/2016**
2	Bid Processing Fee (non-refundable)	Rs. 10,000/- (Rs. Ten Thousand Only) by way of Demand Draft, issued in favour of “LIC of India”, drawn on any Nationalized bank payable at “Mumbai” shall be submitted with the Bid.
3	Address for submission of Bid	**The Executive Director (IT/BPR), LIC of India, Central Office, IT Department, Jeevan Seva Annexe building, 2nd floor, SV Road, Santacruz (W), Mumbai - 400 054**
5	Bid Submission Date & Time	**On Friday, 23rd September 2016, latest by 3:30 p.m.**
6	Last Day and time for receiving queries on Bid	**Wednesday, 07th September 2016.**
7	Pre Bid Meeting	**Monday,12th September 2016, Time 3.00 p.m. to 4.00 p.m.**
8	Eligibility Bid opening date/time/ venue	The Eligibility Bids will be opened by the Tender opening committee of LIC in the presence of the bidders/ representatives who choose to attend, **at 4.00 p.m. on Friday, 23rd September 2016,** at the above mentioned address.
8 a	Technical Bid Opening	The Technical Bids of the Vendors who become eligible 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.

9	Commercial Bid	The Commercial Bids of the 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.
9a	Online Reverse Auction	After the opening of Commercial Bids the rules and the schedule for ORA will be notified separately.
10	Mail-id for correspondence	E-mail ID: co_ithwtender@licindia.com
11	LIC's Official website	http://www.licindia.in
Important: The above schedule is tentative only and subject to change. Any change in the activity schedule will be notified through our LIC's official website http://www.licindia.in.		

9. Pre-Bid Meeting & Clarifications

a) LIC shall hold a pre-bid meeting with the prospective bidders as stated in Activity Schedule. Maximum two representatives per bidder will be allowed to attend the meeting and the names of the attendees will have to be informed to LIC by the bidder/prospective bidder through the mail id for correspondence as mentioned in the Activity Schedule, two working days in advance. Representatives of the bidder(s) attending the pre-bid meeting will have to bring their company Identity Cards at the time of pre-bid meeting for verification.

b) The Bidders will have to ensure that all their queries are submitted in one consolidated mail in a single excel sheet as per the **format** below, latest by the date & time mentioned in the Activity Schedule. Kindly note that file size should not exceed 1MB.

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

c) Clarifications, if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document have to be obtained by the bidder till the pre-bid meeting only. 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.

d) 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.

e) 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 clarifications.

f) 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 web-site of LIC (http://www.licindia.in).

g) In order to provide prospective bidders reasonable time for taking the clarifications into account, LIC may, at any time prior to the date of bid submission extend the date for the submission of Bids.

h) Requests for clarification on telephone will not be entertained.

10. Earnest Money Deposit

Bidders shall submit, along with the Technical Bid, EMD as stated below. The EMD will have to be bifurcated into DD in favor of **LIC OF INDIA** drawn on any nationalized bank payable at Mumbai and Bank Guarantee (BG) as per **Part-D of Annexure –VII,** valid for a **period of 1 year from the date of opening of the technical bid**. The EMD should be submitted as given in **Table A** below:

Table A

By way of Demand Draft	**Rs. 10,00,000/-**
By way of Bank Guarantee	**Rs. 800000**
Total EMD Amount	**Rs.1800000/-**

a) EMD will be refunded to the Selected Vendors only after submission of PBG by the selected vendor. No interest will be paid on the EMD.

b) The EMD of those Bidders who do not qualify for the supply of hardware/software, will be refunded to them without interest after the procedure for selection of Vendors is over.

c) The EMD submitted by the bidder may be forfeited in full or part , as decided by LIC, if:

   i. The bidder qualifies and backs out of the L1 quotes.

   ii. The soft copies of the item specifications (technical and commercial) are not submitted or not readable or only blank CD is submitted.

   iii. The technical or commercial bid format is found to be without password or with different password.

   iv. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in the relevant Clause mentioned in this RFP.

11. Instructions for Bid Submission

The Bidder should submit their Bids along with required Annexures, Certificates and other required documents etc. as stated in the Section "Eligibility Criteria" or elsewhere in the RFP, in sealed envelopes in the following manner:

i. **Eligibility Bid** –The Hardcopy and Softcopy on CD of the Eligibility Documents should be submitted in a sealed cover super-scribed as:

Bidder Name:- ____

"Eligibility Bid for RFP REF: LIC/CO/IT-BPR/HW/2016-17/02 Dated: 03/09/2016 for Empanelment of Vendors for Supply, Installation and Servicing of Line Printers"

ii. **Technical Bid: The Technical bid is further divided into sub parts as below:**

i). Part I: Technical Bid for the Line Printers

ii). **Part II – Technical Bid for Select hardware items/components of Line Printers.**

The hardcopy should be prepared**,** along with all the relevant documents such as brochures, MAF, undertakings etc. for each line item (e.g. 3A-1 LPM, 3A-2 LPM, 3A-3 LPM.) and should be partitioned with the help of colored paper mentioning the line item like 3**A-1**, 3A-2, 3A-3. The Technical bid (Hardcopy and Softcopy on CD) should be submitted in a cover super-scribed as:

Bidder Name:- ____

"TECHNICAL BID FOR RFP REF: LIC/CO/IT-BPR/HW/2016-17/02 Dated: 03/09/2016".

iii. **Commercial Bid** – Hardcopy & Softcopy on CD **should be submitted in a sealed envelope** super-scribed as:

Bidder Name:- ____

"COMMERCIAL BID FOR RFP REF: LIC/CO/IT-BPR/HW/2016-17/02 Dated: 03/09/2016"

Please Note that Prices must not be indicated in the Technical Bid but should only be indicated in the Commercial Bid failing which the Bid may be rejected.

iv. All the envelopes and covers should indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder.

v. All hardcopies must be spirally bound and serially numbered.

vi. The hardcopies of the bid (all documents and Annexures submitted as a part of bid or called for by the LIC) must be duly signed on each page and stamped on each page. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for an un-amended printed literature.

vii. The bid will be treated as legally void and will 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 found pasted on pages instead of wet signature or
- **iv.** Scanned bid is submitted

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

- The bidder's organization or an agent of the bidder's organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition,
- The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor.

- No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

viii. **Non-Disclosure Agreement (NDA)**

The bidder shall submit along with the Technical Bid, a duly notarized Non-Disclosure agreement on a stamp paper of Rs.250/- (Rupees two hundred fifty only) (either in the form of Stamp Paper of Rs. 250/- or franking of same value) as per the format given in **Annexure-IV** duly signed by the Authorized Signatory of the Company.

ix. **Undertaking For Warranty and AMC**

The Bidder should submit an undertaking/ declaration on a Stamp Paper of Rs. 250/-(either in the form of Stamp Paper of Rs. 250/- or franking of same value) as per format given in **Annexure-V** duly signed by the Authorized Signatory.

x. **Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and LIC shall be in English language. As far as numbers are concerned the same should be in English Numerals.

xi. **Bid Currencies**

Prices for all the components shall be quoted in Indian Rupee. The Bids in currencies other than Indian Rupee will not be considered.

xii. **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.

xiii. The original Bid shall be typed on 24 cm by 29.7 cm. (A4 size) paper in indelible ink.

xiv. Ordinarily the bid shall contain no overwriting. **Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them.**

xv. The specifications (Technical and Commercial Bids format) shall be submitted in the same spread sheets as per respective **Annexures**.

xvi. The contents of the Soft copies submitted in the CD and the contents of the Hard copies shall be exactly the same. However the contents of the hard copy will prevail.

xvii. The technical specifications 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**.

xviii. It may be carefully noted by all the participating bidders that it is likely if the password protected sheet is opened in any another software for e.g. open office, the password protected sheet may lose the password. Therefore care has to be taken to open the spreadsheet only in an application for e.g. MS Excel where it will not lose its password when edited. It may also be informed that the softcopy of the 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**.

xix. **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. 10,000/- will be charged and recovered from the EMD**.

xx. 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.

xxi. 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.

12. Technical Bid Submission

a) The Bidder will have to compulsorily give compliance for the specifications defined in Technical annexure for technical specifications of each of the Hardware / Software items.

b) Bidder should clearly specify the exact make & model in the technical bid. Change in make & model will not be allowed after bid submission, during bid evaluation period. In case make & model is not clearly stated in technical bid, the respective model may be disqualified. Models quoted as "XXX" or "YYY" will not be accepted.

c) Either the Bidder on behalf of the Principal OEM or Principal OEM itself can bid but both cannot bid simultaneously for the same line item. If a Bidder submits bid on behalf of the Principal OEM, the same Bidder cannot submit a bid on behalf of another Principal OEM for the same line item/ product. In case of Line Printers**,** where the OEM is not directly participating, the bidders may quote two models from different OEMs.

d) The Bidder should quote only those products which will not be declared end-of- life **during** 12 months from the date of submission of the bid. In case any of the model(s), quoted by the bidder and approved by LIC, becomes End of life, before completion of twelve months, the bidder shall provide model of higher configuration, if approved by LIC, without any escalation in cost. **However, such request for change of model can be considered after minimum period of 6 months from the date of submission of bid and on payment of evaluation fees of Rs.5,000/-.** In any case, whether the selected bidder offers models with specifications mentioned in technical bid or other equivalent or higher specifications, LIC reserves the right to evaluate the model before placing the purchase order. In case the selected bidder is allowed to supply hardware of higher specifications, it will not attract any additional commercial benefit / payment from LIC.

e) Against each item in the Technical bid specifications, the requirements stated are of minimum specifications expected, compliance to which is mandatory. However, in case the Bidder wishes to supply higher specification, the deviation has to be clearly mentioned in the Technical bid under the column "**Deviation**" and this may be accepted by LIC after evaluation. **In case the bidder wishes to supply a higher model, he has to submit equivalence Certificate given by the OEM.** In case of non-submission of certificate the model/s may be disqualified/ not accepted by LIC. **This will also be applicable to deviations/change for supply of Models at a later stage during the validity period of the RFP**.

f) The technical specifications should be thoroughly checked before quoting any model by the bidder.

g) The bidder has to submit Technical Brochures of the products in the form of soft and hard copies with required information properly highlighted along with the technical bid. (**Soft copy does not mean reference to a link**).

h) **Printer Declaration –** The bidder shall submit a Declaration from the printer OEM, for the models quoted in this RFP, as per **Part-E of Annexure-VII**, clearly stating the part-code and the print capacity of the regular cartridge. If, after supply, any deviation in the Print capacity/ Yield of the Cartridge, is noticed by any of the LIC offices, the vendor shall supply a new toner/ cartridge of correct or higher capacity within 3 working days from the date of complaint in LIC's HCT Module at no cost to LIC. In case of default, LIC reserves the right to place Purchase Orders with other selected Vendor(s) and recover the loss by invoking the PBG from the defaulting Vendor.

13. Commercial Bid

a) The estimated quantities are mentioned in **Annexure-II**-Commercial Bid Document. The quantities are indicative and may vary to the extent of **+/- 25%** of the each line item. However, the actual quantities will be as reflected in the Purchase Order.

b) The bidder will have to compulsorily quote price for each line item under **Part-I**, **Part II** for the exact specifications called for in the Technical Bid and quotes for buy-back items as stated in **Annexure II**.

c) The quotes, as stated above, have to be submitted in the commercial bid format. Bidder should note that quotes should be in integer only (i.e. non decimal).

14. Documents Required for the Bid Submission

a) Eligibility Bid:

	i). Empanelment for Supply, Installation and Servicing of Line Printers,
1	**Demand Draft of Rs. 10,000/- as Bid Processing Fee (Non-refundable)**
2	**Annexure EC (1) along with the annexures**
3	**Power of Attorney -**Authorizing for signing the Bid and the Annexures
4	**Integrity Pact**
5	**Annexure – EC (2) :** (For each Service Partner)
6	**PMA Affidavit -** Affidavit of self-certification regarding domestic value addition in an electronic product, to be provided on Rs. 100/- stamp paper **(If domestic Manufacturer)**
7	**Bank Guarantee towards Earnest Money Deposit (EMD) – Part-D of Annexure-VII**

b) Technical Bid

1	**Technical Bid (Annexure - I) along with relevant brochures, certifications, undertakings, declarations. (Hardcopy and Softcopy on CD)**
2	**Manufacturer's Authorization Form (MAF) – Part-A of Annexure-VII**
3	**Undertaking for Warranty & AMC– Annexure-V**
4	**Declaration from Printer OEM for Print Capacity – Part –E of Annexure-VII**
5	**Non-Disclosure agreement – Annexure-IV**

c) Commercial Bid

1	**Commercial bid – Annexure – II (Hardcopy and Softcopy on CD)**

The commercial bid as per **Annexure-II**, shall be submitted in separate sealed cover.

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

ii. Any request for the change in the specifications of hardware below the minimum specifications, terms and conditions of the RFP document, will not be accepted.

15. 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.

16. 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.

17. Compliant Bids / Completeness of Response

a) The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.

b) Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

c) Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.

18. Bid Validity Period

Bids shall remain valid for **180 days** after the date of bid opening prescribed by LIC, in the **Activity Schedule.** LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period. However, LIC reserves the right to seek bidder's consent for extension of the period of validity any time before the expiry of validity period as stated above. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended by the bidder. Such extension will not require modification of the bids already submitted.

19. Late Bids

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

20. 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 (maximum two representatives per bidder in each of the bid openings) who choose to attend the opening of the bids on the specified date, time and venue as given in the Activity Schedule.

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 or a letter of authority from the bidder to identify their credentials for attending the opening of the Bids.

b) The outer sealed Envelope shall be opened by the Tender Opening Committee of LIC in the presence of the bidders/their authorized representatives who choose to attend, as per the activity schedule.

c) The Eligibility Bid shall be opened as stated in the activity schedule and after completion of evaluation of the eligibility bid, the result of the bidders qualifying for the technical evaluation will be notified on the LIC website.

d) The Technical Bid will be opened after the completion of the eligibility bid evaluation of the Vendors who become eligible.

e) On completion of the Technical Bids evaluation of the eligible bidders, the list of short-listed bidders and the date, time & venue of opening of their Commercial bid will be notified on LIC website.

f) The commercial bid of technically short listed bidders will be opened by the Tender Opening Committee of LIC in the presence of the bidders/ their authorized representatives who choose to attend.

C. Eligibility Criteria

All the bidders (including the bidders who were empanelled as HSSV/ HSV through earlier Hardware RFPs) will have to submit the required documents as per Eligibility Criteria. The bidders who qualify the eligibility bid conditions will be empanelled as Hardware Supply and Servicing Vendor for Line Printers (HSSV) and the bids of only these empanelled Vendors (HSSV) will be considered for Technical Evaluation. Eligibility Criteria for Empanelment as Hardware Supply and Servicing Vendor for Line Printers (HSSV-III) is as follows:

Empanelment of Vendors for Supply, Installation and Servicing of Line Printers:

TABLE-B

#	Eligibility Conditions	Documentary Evidence Required
1.	The Bidder should be as on the date of submission of this bid, a registered Corporate in India, registered under the Company's Act 1956 and also under C.S.T., having presence across the country and should submit the Sales Tax/ VAT registration for the State where their respective registered office and/ or billing offices are situated. In case the bidder appoints Service Partner(s), the details as above for each Partner should be submitted.	Bidder should submit Company Profile as per **Part-A of Annexure EC (1)** along with copy of the Sales Tax, VAT Registration certificates, Certificate of Incorporation, Copies of valid certificates for CST, Sales Tax and VAT registration, Service Tax registration, Copy of PAN attested by authorized signatory of the company . Bidder should submit Company Profile of each Service Partner as per **Part-B of Annexure EC(2)** along with the enclosures as above.

2.	The bidder or Appointed Service Partner should not be debarred by LIC, as on date of submission of bid."	If the bidder or Appointed Service Partner is debarred under any of the LIC Projects, the bid will be rejected.
ISO Certification		
3.	ISO Certifications or their higher versions as follows and a declaration. OEM & SI: i).ISO9001:2008 Quality Certification ii). ISO 14000 iii). ISO 20000 Certification Service Partner: ISO 20000Certification	Copies of valid ISO certifications should be submitted and submit an undertaking as per **Part-A of Annexure EC (1)** for ensuring the continuity of the ISO certification during the entire period of the contract, resulting from the RFP process.
Presence of Bidder for Technical Support		
4.	The Bidder should have minimum 50 Engineers on Roll, in case the bidder is not appointing any service partner for servicing of hardware. If Service Partner(s) is/ are appointed, each such Service Partner should have minimum 50 Engineers on Roll. However, the total number of engineers on roll of Bidder and Service Partner(s) appointed should not be less than 100.	The details should be submitted in **Part-A of Annexure EC (1)**.The details for each Service Partner should be submitted in **Part-B of Annexure EC (2)**.
Project Experience		
5.	1. The bidder should have all India presence with their own offices in 113 centres where LIC is having its Central office, Zonal Offices and Divisional offices, if not appointing any Service Partner. If Service Partner(s) is/ are appointed for any region, then the details of Service Partner's office(s) for the said region/ location can be submitted. 2. The bidder should have executed projects for delivery, installation and maintenance of Hardware like, PCs, Printers, etc. (which may include network related hardware also for office computerisation), in more than 100 locations, necessarily in different cities covering at least Ten states including at least one state from each of the eight zones of LIC, during last three financial years.	Details of bidders own offices and / or Service Partner(s) to be provided in the format as per **Part-E of Annexure EC (1).** The details of the projects undertaken to be submitted in **Part-C of Annexure EC(1)** along with the evidence in the form of copies of Purchase Orders or certificates from customers or self-certification by the bidder.
6.	The bidder should have executed Purchase Orders for supply of Computer Systems &	Details should be given in **Part-A of Annexure EC (1)** along with the Certificate from Customers or attested

	Peripherals in India of minimum value of Rs.5 Crores in each of any two of the last three financial years 2015-2016, 2014-2015, 2013-2014. **<u>OR</u>** in any of the last 3 Financial Years for supply of Computer Systems & Peripherals in India Minimum one Purchase Order of Rs.10 Crores	copies of Purchase Orders should be submitted. Multiple Purchase Orders with minimum value of Rs. One Crore in the same year can be clubbed. (Projects undertaken with LIC are acceptable).
Financial Strength of the Bidder		
7.	The bidder should have minimum annual turnover as follows, in the Financial Year 2015-16 and in at least one of the two previous Financial Years, namely 2014-15 & 2013-14. 15 Crores.	Details should be submitted in **<u>Part-A of Annexure EC (1)</u>** along with copies of Audited Balance Sheet for the relevant years
8.	The Bidder should have earned minimum AMC revenue of Rs.1 Crores from Servicing Business (including from LIC) in the Financial Year 2015-16 and in at least one of the two previous Financial Years, namely 2014-15 & 2013-14, if the bidder is not appointing Service Partner. In case the bidder appoints Service Partner(s), then each Service Partner appointed should have earned minimum AMC revenue of Rs. 2 Crores (including from LIC), from Servicing Business in the Financial Year 2015-16 and at least one of the two previous Financial Years, namely 2014-15 & 2013-14.	The details should be submitted in **<u>Part-A of Annexure EC (1)</u>** along with the certificate clearly mentioning the annual AMC revenue earned during each of the last 3 years For each Service Partner, the details should be submitted in **<u>Part-A of Annexure EC (3)</u>** along with the certificate as above.
9.	The bidder should have been making Net Profit during any two out of the last three Financial Years,i.e.2015-2016,2014-15 and 2013-14, from computer hardware servicing business in India. In case the bidder appoints Service Partner(s), the above condition applies to each Service Partner appointed.	Details should be submitted in Part-A of Annexure EC(1). The copies of Profit and Loss Statements for the relevant years, duly attested by the Authorized Signatory of the Company or Certificate from the Chartered Accountant of the Company should be submitted. The bidder should submit CA audited Balance sheets and Profit and Loss statement of last three years as documentary proof. The details as stated above for each Service Partner appointed should be submitted in **<u>Part-B of Annexure EC(2)</u>** along with the enclosures as above.
10.	The bidder has to provide details of Top 3 customers (including LIC) being serviced by	The details should be submitted in **<u>Part-A of Annexure EC(1)</u>**.

	them. If Service Partner(s) is / are appointed, details of Customers of each Service Partner(s), have to be submitted.	The details for each Service Partner should be submitted in **Part-B of Annexure EC(2).**
Other Documents Requirements		
11.	The bidder should submit an Authorization for the signatory nominated for signing of all the documents submitted in this RFP.	Power of Attorney or the copy of Board resolution appointing the authorized signatory.
12	In case the bidder is not OEM, a letter of authorization (MAF) to this effect from OEM(s) specifying that in case authorized representative is not able to provide support/ upgrade during contract period, OEM shall provide the same product or the components to the authorized representative.	To be submitted in **Part-A of Annexure –VII.**
13.	Status of pending litigation, if any, by the bidder or against the bidder, indicating the up to date, correct and current status of the case	Certificate from the Company Secretary, stating only the current status of the pending litigations, if any and not the details of the case/s.In case, there is no pending litigation, a certificate with NIL status should be submitted.

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

D. Evaluation process:

a) LIC will evaluate the Bids submitted in response to the RFP and all supporting documents / documentary evidences.

b) LIC may ask for meetings with the Bidders to seek clarifications on their bids.

c) **Eligibility Bid Evaluation:**

I. All the bidders found suitable on the basis of "Eligibility Criteria" and / or on the basis of evaluation done by the LIC, will be empanelled as **Hardware Supply and Servicing Vendor for "Supply, Installation and Servicing of Line Printers".**

II. Bids which satisfy all the Eligibility criteria may be further evaluated by an Evaluation Committee constituted by LIC based on bid submission, on customer referrals provided by the bidders including site visits.

d) The results of the evaluation will be published on our website http://www.licindia.in/.

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

e) Once the panel is finalized as a result of this RFP, any request for changes to the panel will be considered only during the next Annual RFP process.

f) Technical Bid Evaluation:

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

i. Hardware item 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 without assigning any reason and LIC's decision in this matter will be final.

ii. The quotes for the technically qualified models only will be taken for commercial evaluation.

iii. In case the model(s) quoted by a bidder for any line item is/ are technically disqualified, the bidder shall replace it/them with model/s which is/ are of higher technical specifications at the price quoted for the disqualified model/s. All supporting technical documents **(Annexure-I)** for the new model/s offered under the line item/s should be submitted within three working days from date of intimation by LIC.

If the bidder is unable to supply a higher model/s as mentioned above, the bidder will be required to submit an undertaking as per **Part-B of Annexure-VII** within three working days from the date of intimation, for supplying that model which qualifies as the H1 model in that line item, after the completion of Technical Bid Evaluation by LIC. **If the bidder fails to submit the undertaking before the opening of the commercial bid, the commercial bid of the bidder will not be opened.** LIC's decision in this matter will be final.

iv. **Printer Evaluation:** The quoted printers should be provided with **Regular Cartridge.** The models which do not fulfill the minimum yield requirement stated in the technical sheet will get disqualified in the Technical evaluation.

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

- LIC reserves the right to reject any or all bids on the basis of any deviation(s).
- Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

g) Commercial Bid Evaluation:

LIC has divided the entire geographical spread of its offices into Two Groups as mentioned in Commercial Bid.

The Commercial Bid is divided into three parts as below:

Part– I - Quotes for all Hardware items as per the exact specifications stated in the Technical Annexure Part-I

Part-II - Quotes for Select Hardware items/ Components (Components of line printers like hammer bank, logic card, hinges, body panel, stop assembly, platen etc).

Commercial Bid Evaluation: (Two stages i.e. Commercial bid opening and Online Reverse Auction)

i. The L1 quote of the technically qualified model in respect of each hardware line item under the Category will be multiplied by the estimated quantities of that line item, for commercial evaluation of the bid.

ii. If the L1 model quoted by the bidder for a particular line item is found to be technically disqualified then the L2 model price of that line item will be taken for commercial evaluation. If none of the quoted models is found to be technically qualified and bidder offers a model with higher technical specifications, as per clause **D.f.iii** the L2 price already quoted will be used for commercial evaluation. In this case, if the bidder is evaluated as a bidder for supply of hardware, the bidder will have to supply this changed line item at the approved L1 price quoted by the bidder for that line item originally. In case the bidder does not exercise the option of offering a model with higher technical specifications, then the highest quote (H1) of the technically qualified model of that line item, out of all the bids received, will be used to arrive at the final consolidated figure for the bidder for the purpose of commercial evaluation. In this case, if the bidder is evaluated as a bidder for supply of hardware, the bidder will have to supply the technically qualified H1 model of that line item at the approved L1 price for that line item post the commercial evaluation.

iii. Preference to Domestically Manufactured Electronic Goods:

Quantities are divided in two groups. Lowest commercial bid amongst technically qualified bidders will be considered as L1 bid. If this bidder is qualifying as Domestic Manufacturer/SI supplying Domestic Manufactured Products then entire order i.e. group-1 and group-2 will be awarded to this bidder. In case this bidder is not qualifying as Domestic Manufacturer/SI supplying Domestic Manufactured Products, then bidder will be awarded one of the group of his choice and other bidder qualifying as Domestic Manufacturer/SI supplying Domestic Manufactured Products (Lowest amongst Domestic Manufacturers/SI supplying Domestic Manufactured Products) whose commercial bid is within 20% of the L1 bid, will be given opportunity to match L1 bid. If this bidder matches the L1 bid then remaining group will be awarded to this bidder. If this bidder does not match the price then opportunity will be presented to next bidder amongst Domestic Manufacturer/SI supplying Domestic Manufactured Products and so on. If no other bidder matches L1 bid then both groups will be allotted to bidder qualifying as L1 bidder.

- The preference to Domestic Manufacturer/SI supplying Domestic Manufactured Products shall be subject to meeting technical specifications and matching final lowest prices of ORA (Online Reverse Auction).
- Domestic Manufacturer:

  *Bidders, claiming to bid in the status of domestic manufacturer, are required to give an undertaking in the format as given as Form 1 of the guidelines No.

33(3)/2013-IPHW dated 22-05-2014. Furnishing of false information on this account shall attract penal provisions as per Guidelines/Notification.

- SI supplying Domestic Manufactured Products:

  Bidder who's at least 30% of technically qualified L1 models are from Domestic Manufacturers.

  Example: Out of 10 categories in commercial, SI will supply Domestic Manufactured Products in at least 3 categories.

iv. **Buyback Items:** The minimum buy-back rate, for items as mentioned in the Commercial bid will be fixed by LIC. The Vendor shall quote the buyback rate not lesser than the fixed minimum value mentioned in the Commercial Bid. Where a bidder does not quote for any item, the fixed value for that particular item will be taken to arrive at L1 price. The quotes for the buyback items will be multiplied by the estimated buyback quantities as mentioned in commercial bid.

v. The Grand Total will be arrived at by adding the totals of all the Grouped line items under **Part-I and Part-II** from which the total of the Grouped buyback items will be deducted to arrive at the Net quoted value. The Lowest quote will be arrived based on the Net quoted value arrived as above.

a) The lowest quote (Rate) under each Group of Line items will be taken as (maximum) base for **Online Reverse Auction (ORA)**. Online Reverse Auction will be conducted and the eligible Bidders will be informed about the "Business Rules" and the details of the ORA, subsequently after the opening of the Commercial Bid.

   However, ORA will be conducted for only Part-I items and overall TCO (After Including Part-II and deducting Buyback) will be displayed to the bidder during ORA.

b) The L1 rate for each Group of Line items will be discovered and declared as **approved L1 rate**, based on the outcome of Online Reverse Auction (ORA).

c) Detailed rules of the ORA will be shared with the eligible bidders subsequently after opening of the commercial bid.

vi. If the selected bidder (L1 Bidder) **of any Group of Line items** backs out at any stage during validity of RFP and/or also if the L1 bidder backs out from honoring the undertaking given as per **Part-B of Annexure-VII,** then fresh RFP will be floated. **EMD of the selected bidder shall be forfeited and the Bidder shall be blacklisted for participation in any of the future RFPs .**

vii. LIC will take a considered decision in this matter depending on the circumstances and decision of LIC in this matter will be final.

viii. **The name of the selected Vendor(s) will be notified on the LIC website.**

ix. **Preference to Domestically Manufactured Electronic Goods:**

1. Preference will be given to Domestically Manufactured electronic goods in procurement. Guidelines as per Govt. notification No. 8(78)/2010-IPHW dated 10-2-2012, and subsequent amendments/clarifications will be followed for implementation. Bidders **willing the preference as above,** must submit an undertaking on notarized Rs. 100/- stamp paper as per **Annexure-PMA**: **PMA AFFIDAVIT** mentioning the percentage of domestic value addition (in terms of BOM) for each quoted item/product under a schedule to avail any applicable preference at the time of placing of purchase orders
2. Bidders who do not provide the undertaking shall not be considered for receiving this preference.
3. The empanelment of bidder/s quoting false information will be cancelled and the EMD will be forfeited.

E. Terms and Conditions:

1) Contacting LIC

No Bidder shall contact through any means of communications with LIC or its employees on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of LIC, it should do so through designated email-id as given in the Activity Schedule.

Any effort by a Bidder to influence LIC in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

2) Right to terminate the Process

a) LIC may terminate the RFP process at any time without assigning any reasons whatsoever. LIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b) This RFP document does not constitute an offer by LIC. The bidder's response to this RFP may result into selection of bidder(s) after completion of selection process as detailed in this RFP document.

c) LIC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.

d) LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.

e) Bid with insufficient information to permit a thorough analysis may be rejected.

f) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.

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

3) Agreement for Empanelment

The Vendors empanelled through this RFP as **Hardware Supply and Servicing Vendor (HSSV)** shall sign an Agreement as per the **Annexure-VI.** The empanelment as **HSSV** will come to effect only after the Agreement for empanelment is signed by the successful bidders and LIC, within a period of 7 days from the date of intimation of empanelment.

F. Validity Period:

a) Empanelment

The Empanelment of the Vendors will be valid upto **31/03/2018.** Although the validity of the empanelment will be upto **31/03/2018**, LIC may, at its discretion, extend/reduce the validity period of the empanelment for a maximum period of one year.

LIC may also decide, at its discretion, to undertake a fresh empanelment exercise any time before the expiry of validity period.

All existing RFPs and extension, if applicable / Annual Maintenance Contract (AMC), if any, will continue to be valid till the validity period of respective RFPs/ agreements / extension period, irrespective of this empanelment exercise.

b) Approved Rates Under RFP

The rates approved by LIC will be valid up to **31/10/2017**. The selected bidder(s) should ensure that the hardware items/ software quoted will be available for supply for Purchase Orders issued up to **31/10/2017.** If, at any time during this period, those hardware items with the configuration quoted are not available, the vendor should supply hardware items with equivalent or higher configurations at the approved rates, subject to evaluation/ OEM certificate wherever required and LIC's approval. In case the hardware item has weight as one of the specifications, higher specifications would mean a lesser weight. Similarly, the spares for the supplied hardware under the scope of this RFP shall be available for a period of **SEVEN** years, from the date of Purchase Order (PO).

c) LIC also reserves the right to **reduce or extend** the validity of approved rates for a maximum period of up to **90 days.**

G. Scope of Work:

1) Detailed Scope of Work:

a) Supply, installation, and commissioning of Line Printers and / or solution specific hardware and Hardware components) along with Operating System/Firmware as per specifications in Technical Annexure, at LIC's Central Office located at Mumbai and Zonal Offices, Divisional Offices and Branch Offices and all other units under these offices in India. Installation and commissioning of Line Printers at LIC premises and installation of drivers of the connected peripherals in order to make the Line Printers functional. In case the OS and other software are provided by LIC, no additional charges shall be paid to the Vendor for installation/ reinstallation of any software/ OS.

b) Post installation support / reinstallation of the supplied/ installed drivers/firmware Downloading updates and upgrades and installation of the same.

c) Post installation support of the systems supplied and installed till the hardware is given as buy-back.

d) Comprehensive Servicing of Hardware supplied.

2) Organization and Quantities:

For the purpose of this RFP, the organizational structure of LIC offices as detailed below is divided into two groups, as shown in the Tables below:

Organization set up:

	CO/ZO/DO	MDC/ZTC/Audit	Branches	P&GS Units	STC	Mini Offices	Other Offices *
CO	1	1	0	0	0	0	0
NZ	18	2	320	11	4	144	232
NCZ	13	3	247	11	4	300	177
CZ	9	2	140	5	3	144	132
EZ	13	2	206	6	4	117	152
SCZ	18	3	314	10	5	91	228
SZ	14	2	258	11	4	201	293
WZ	24	3	406	16	6	176	181
ECZ	12	2	157	5	4	87	183
Total:	**122**	**20**	**2048**	**75**	**34**	**1260**	**1578**

* - Includes Satellite Office/ Direct Marketing Units/CLIA SO/B&AC SO/Czees/MASH etc.

In adition to the above, new offices may be opened during the validity period of the RFP for which hardware may also be ordered.

Orders will be placed for the following two groups:

Group-1 (CO, SCZ, SZ, WZ)	Group-2 (NZ,NCZ,CZ,EZ,ECZ)

3) Buy-Back Arrangements

a) The representative/SPOC of the Vendor will send a weekly report to the respective Manager (IT) of LIC, about the Branches where the installation has been completed to enable the Manager (IT) to plan the buy-back schedule. Within ten days after the last installation of all Purchase Orders of a Division, the Vendor representative will meet the Manager (IT) and finalize the schedule for Branch wise pickup of Buy back Hardware. The Manager (IT) will ensure that the Branch-wise pick up schedule is kept ready and the same will be made available to the Vendor through the Vendor Portal. The first pickup date should be one week after the finalization of the schedule. It shall be the responsibility of the Manager (IT) to ensure that all the buy-back hardware items of a particular Branch/ office are fully ready for pick-up on the scheduled date. The officer in-charge of the unit has to keep all the buy-back machines ready for pickup in single lot on the scheduled date without fail and also ensure formatting of the Hard Disk, for all Servers and Desktops. The scheduled dates have to be arranged in consultation with Vendor representative in such a way that the Branches/

offices of a particular route are covered successively. The Vendor will make all possible efforts to complete the pick up within Ten days of the scheduled date as mutually decided .

b) It is compulsory for the Vendor to upload on Vendor Portal and also send a fortnightly report to the respective Manager (IT)/ RM (IT)/ AS (IT), as the case may be in case of delay in lifting the buyback machines beyond the scheduled date.

c) The Vendor has to collect the buyback certificate generated online from LIC's HCT Module from the respective locations duly signed by the authorized LIC official. The physical lifting of the hardware should be done by the Vendor's representative only after the module generated buyback certificate signed by authorized official is given by the concerned office.

d) The Vendor's responsibility includes picking up / lifting of buyback hardware from all locations with their collection mechanism and delivery of the same to the agency for sound e-waste disposal.

e) The Vendor has to follow all Statutory Rules & Regulations in force at the time of lifting the buy-back material from LIC, including appointing of agency/agencies that has the authorization for handling e-waste issued by Central Pollution Control Board (Ministry of Environment & Forest) / State Pollution Control Board (SPCB). The following should be the agency's capabilities:

   i). The agency should be able to dispose-off all the hazardous constituents / products from the e-waste.

   ii). The agency shall not entertain sale of e-waste in the open market either in whole or shredded form and shall not engage another agency/ vendor for its disposal and/or recycling requirements in India or abroad.

f) The Vendor has to submit the copy of the license (CPCB / SPCB Passbook) issued by the CPCB / SPCB to the appointed agency(ies) immediately after the intimation of selection.

g) LIC Central Office will issue a letter of approval to the selected Vendors for the agency(ies) appointed by them, subject to the agency(ies) satisfying all norms.

For collecting the buyback material, the Vendor has to comply with the following:

i. The Vendor should submit to respective Manager (IT), a copy of the letter of approval of the sub-vendor, if any, for collection of buyback material issued by the Central Office at the time of finalization of buyback schedule.

ii. The authorized sub-vendor will provide an I-card to his personnel who visit the LIC office for buy back. In the absence of the above two, the machines will not be handed over to the representatives of the sub-vendor.

iii. The certificate of removal of buyback items will be issued to the Vendor by the officer in-charge of the location. This certificate should be submitted by the Vendor for claiming 5% balance payment.

iv. Although the Vendor can appoint sub-vendor(s) for this job, the overall responsibility rests with the Vendor and all correspondence in this regard will be with the Vendor only.

v. The Vendor, after the buyback activity is over, has to comply with the prevailing CPCB/SPCB regulations regarding recycling / disposal of e-waste as per the prevailing format (Form 2) of CPCB/SPCB**.** This certificate should also be submitted by the Vendor for claiming 5% balance payment. The certificate can be issued by the sub-vendor division-wise or for a group of divisions or all offices of Zone.

4) Deliverables and Timelines:

i. **Hardware:** The timelines for the delivery of hardware is as under:

	Table –E					
Item	**Delivery period**		**Installation period**	**Penalty for delay in Delivery** (per Day of cost of undelivered item)	**Penalty for delay in Installation** (per Day of cost of undelivered item)	**Maximum Penalty** (of the cost of Undelivered item)
	Rest of India	**J&K, NE States (*) , Uttaranchal & Andaman/ Nicobar**				
Part I items of technical bid	45days	60 days	7 working days	@ 0.5% per day for delay upto 10 days and then @ 1.0%, subject to maximum of 10 % penalty	@ 0.5% per day for delay subject to maximum of 5 % penalty	15.0 %
Part-II items of technical bid	30 days	30 days		@ 0.5% for delay upto 10 days and then @ 1.0%		15.0%

(*) *North East (NE) locations means Assam, Mizoram, Meghalaya, Tripura, Manipur, Arunachal Pradesh, Nagaland and Sikkim.*

However, in case, delivery and installation is completed within 52/ 67 days, no penalty will be charged. For delay beyond 52/ 67 days, the penalty will be charged separately for delivery and installation as stated above.

In case of delay beyond the maximum period of 25 days over and above the delivery & installation period as mentioned in the above **Table E**, the following action may be initiated:

i. The order placed may be cancelled and communicated in writing to the Vendor, and irrespective of such decision for cancellation of order is taken by LIC, the maximum penalty as mentioned in the Chart of Penalties will also be recovered from the vendor.

ii. Deductions of penalty will be made from any amounts payable to the Vendor.

iii. Any other amounts that may become recoverable from the Vendor will be recovered from any available Bank Guarantee.

iv. Recovery of further amounts over and above Bank guarantee will be subject to adjudication.

In case of cancellation of orders due to delay in deliveries/ installations, besides the penalty charged, the concerned Vendor may also be disallowed to participate in any RFPs as decided by LIC, period of which may extend up to three years.

If the Vendor has delivered the Hardware within stipulated period and the installation is delayed and the reasons of delay in installation are attributable to LIC then the penalty will not be charged for the delay in installation for such period. However, the Vendor will have to establish that the reason for delay in installation is attributable to LIC. However, in all such cases LIC will take a considered decision in the matter and LIC's decision will be final and binding on the bidder.

Site Not Ready (SNR) Clause: In case the site is not found ready for installation, the Vendor will contact LIC's Manager (IT)/RM (IT), if required. **If it is concluded that the site is not ready due to any reason(s) attributable to LIC, then the Vendor will obtain a certificate from the user/ officer in-charge** for "Site Not Ready" as generated from the LIC's Delivery & Installation Modules. This SNR certificate will be generated online at the concerned office. In this case, the delivery & installation payment (90%) due to the selected Vendor will not be held up for want of installation certificate. However, the Vendor has to submit an undertaking that as and when the site is ready, the said equipment will be installed by the Vendor within 10 days of being intimated in writing by the concerned LIC Office that the site is ready.

If installation is not done within the stipulated time-frame of 10 days, additional penalty of 0.5% of the cost of that item(s) per day will be applicable from the 11th day to the date of installation, subject to a maximum of 15% of the cost of that item(s).

For software, in case the site/ Hardware is not ready for installation the SNR certificate generated online will be issued and 10% balance payment can be claimed on the basis of the same by the Vendor.

5) Introductory Meeting (IM) & Structured Meetings

The Selected Vendors have to appoint a National Project Manager (NPM) and Zonal Single Point of Contact (SPOC). The Selected Bidder has to nominate SPOC for the allotted Zone(s) and Divisions of LIC who will be required to conduct monthly meeting with the Regional Manager (IT) / Manager(IT) of respective Zones/ Divisions for ensuring smooth implementation of the project.

The selected bidder(s) shall participate in an introductory meeting at Zonal offices after allotment of group(s)/ selection, within 10days from the date of allotment. The Regional Manager (IT) of the respective Zone will organize the Introductory Meeting in the Zonal Office on the said date. The attendees of the meeting will be as under:

From Bidder's side:

a. NPM and/ or
b. Zonal SPOC and
c. Divisional SPOCs (who may be the senior most resident engineer of the respective Division).

From LIC's side:

a. Regional Manager (IT) and

b. Officials of the Hardware Desk of the Zone.

The Agenda of the above Introductory Meeting will be as under:

i. Handing over of the contact and/or escalation matrix for the Zone as per **Annexure-III** of RFP document by the NPM to RM (IT).

ii. Handing over of the Branch-wise Hardware Module Users and Approvers list with email id and contact Nos. by Regional Manager (IT) to NPM.

iii. Presentation on the LIC Modules, Hardware Complaint Tracking Module, Purchase Order Module, Delivery & Installation Module, Payment Module & Vendor Portal by RM (IT) or LIC official nominated by RM (IT).

The selected Bidder(s), shall submit branch-wise mapping of support center to respective RM (IT) of the zone during the Introductory Meeting (IM), containing a three level contact and/ or escalation matrix (as applicable), mapped to each of LIC's offices. The contact matrix can contain the details of the engineer who is on the roll of the Selected Vendor / service partner at the first level but the escalation matrix has to necessarily contain the details of Empanelled Selected Vendor's own officials. **The Purchase Order shall be issued by the respective zones/ Central Office only after the submission of Escalation Matrix and holding of the Introductory Meeting.**

In case of failure to hold the Introductory Meeting with the Regional Manager (IT) of the Zone(s) allotted to the selected bidder and/ or In case of failure in handing over the Escalation Matrix, including complete details of the Divisional SPOCs appointed, during the Introductory Meeting with Regional Manager (IT), by the selected Vendor(s) an amount equal to the Earnest Money Deposited by the vendor will be recovered from PBG.

The SPOC for the Division should meet to **Manager (IT)** of respective Division, immediately on release of first Purchase Order by the Zone.

The qualification & experience certificates of any engineer may be called for verification by Manager (IT)/ RM (IT)/ AS (IT) of the DO/ZO/CO as the case may be. In case the credentials of any of the hardware engineers posted is not found to be matching as per **Part-A of Annexure EC (1),Part-B of Annexure EC(2)** and **Part-A of Annexure EC(3)**, RM (IT)/ Manager (IT)/ AS (IT) will ask for a change of the engineer concerned or if the service engineer quits, then the Vendor will have to provide replacement within 15 days, failing which penalty @ Rs. 500 per day will apply from the date of LIC's request subject to a maximum of Rs. 10,000, per incidence.

There should be at least one dedicated Engineer posted for every 300 new/ old machines supplied / serviced by the concerned vendor, subject to minimum of one engineer being resident at the DO/ZO/CO. In case the total number of machines is less than 300 in DO premises, the nearby branches can also be included for arriving at the number of dedicated engineers. However, if the number of machines is still less than 300, posting of dedicated engineer will not be insisted upon. Subject to this condition, the RM (IT) may prescribe the exact number of engineers Division-wise, based on the prevailing local conditions.

Also if the TAT (turnaround time) of the Engineer is not satisfactory on more than 3 occasions within a quarter the Engineer has to be replaced by the Vendor immediately.

If the selected bidder fails to post dedicated engineer(s) as above, within three months from date of placing of purchase order, a penalty of Rs.500 per day per engineer subject to a maximum of Rs.10,000 per Division will be applicable and will be recovered from any payment due to the bidder.

6) Road Permit

Road permit etc. which may be required for supply of the equipment to the locations mentioned in the Purchase Order shall be obtained by the Vendor, without any additional cost to LIC. The Vendor shall make necessary arrangements for obtaining declaration letter required from LIC and submitting the same and liaison with authorities as required. However, LIC will not sign on any form issued by the respective State authorities in this regard.

7) Transportation and Insurance

a) 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 till the date of installation.
The transit insurance against any loss or damage shall be valid for 10 more days from the date of delivery at LIC's offices, at no extra cost.

b) Should any loss or damage occur, the Vendor shall:

i. Intimate and pursue claim with the Insurance Company till settlement and

ii. In case of loss or damage, the vendor should provide replacement of hardware, irrespective of the settlement of claim by Insurance Company.

8) Performance Bank Guarantee (PBG)

A PBG (As per **Part-F of Annexure-VII**) to the tune of 10% of the L1 prices approved of all Part-I items (Grouped for commercial evaluation), shall be submitted by the selected bidder.

The Performance Bank Guarantee shall be submitted within 15 days from the date of intimation/ letter issued for selection as Vendor. Failure to do so may attract a penalty of Rs.5,000/-per day, subject to maximum penalty of Rs.65,000/-

The PBG should be valid for the period 39 months, including claim period of three months, from the date of submission of PBG and renewable every year thereafter. The PBG / part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP, including refusal to take up / renew AMC for the equipment supplied.

In case the selected bidder fails to submit performance bank guarantee even after the elapse of 28 working days from the time stipulated, LIC, at its discretion, may cancel the allotment and it will be treated as vendor has backed out.

9) **Pricing & Taxes**

a) Bids shall be all inclusive of all except of VAT/CST/GST and Octroi/ local entry tax/ LBT as applicable.

Vendor will be entirely responsible for upfront payment of all applicable taxes like Central / State levies, sales tax, Octroi, VAT, excise duty, cess, license fees, road permits, service tax etc. in connection with the delivery of products at the site.

b) VAT/CST/GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. 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 within a maximum period of two months from the date of payment of the taxes, the vendor will not be eligible for any reimbursement on this count.

c) The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/ customs duty & excise duty including any newly introduced taxes shall be permitted.

d) However, if LIC decides to extend the validity period of the RFP, during the extended period, in case there is 5% increase or decrease of the Dollar rate, as on the date of placing purchase order, the approved prices can be revised for the purchase orders placed in the extended period, to the extent of 4% of the approved price as illustrated below, however it will be the responsibility of the bidders to indicate in their commercial bid, the hardware items which may have price impact due to dollar rate fluctuations:

Approved Price	Dollar Variation from the date of submission of Bid	New Approved Price (in case of increase of Dollar)	New Approved Price (in case of decrease of Dollar)
100.00	5%	104.00	96.00

The dollar rate over which the revision may be considered will be the Dollar Rate as on the date of Submission of the Bid. The dollar rate will be fetched from RBI website.

However, no upward revision in the rate may be considered till the vendor approaches LIC for the same.

Apart from the above revision in the rates, any other request for change in approved rates shall not be considered.

10) Placing of Orders

a) The total quantities to be ordered under this RFP may be subject to variation of up to **25%** above or below of Hardware line items, of the originally declared quantities. However, the actual quantities may differ at the time of issuing the Purchase Order, depending on the circumstances prevailing at that time.

b) LIC Central Office at Mumbai will place orders for all Hardware requirements of all departments of Central Office and MDC. LIC's Zonal Offices will place orders for all Hardware requirements of all offices in their respective jurisdiction. Purchase Order will be placed **only** through LIC's Purchase Order Module.

c) The Vendor should point out any discrepancy/ deficiency in the electronically generated Purchase orders within five working days of the receipt of Purchase Order by email. Subject to this, the date on which the required information/ correction in the Purchase order is intimated to the Vendor, through mail would be deemed to be the date of acceptance of the Purchase order for the purpose of calculating the delivery period and penalty. The signed hardcopy of the Purchase Order will also be issued by the respective LIC Office which has sent the electronic Purchase Order generated through the LIC's Purchase Order Module and the same has to be acknowledged by the Vendor. The date of the Purchase Order will be the date on which the Purchase Order is generated through the PO Module and sent to the Vendor. LIC will not be responsible for non-receipt of the PO due to any mail server/ firewall etc., issues at the Vendor's end.

d) Purchase Order for any Hardware may be issued by LIC in a staggered manner at any time during the validity period of the RFP. Additional requirements may also come up during the year as and when new offices are opened or new requirements arise. Additional requirements from existing offices may also come up for which Hardware will be purchased.

e) The Purchase Orders placed during the month should be compulsorily taken as an item in agenda for discussion during the structured meeting.

11) Pre-Dispatch Factory Inspection (PDI)

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

The vendor shall upload the Hardware Inspection Certificate for each Machine along with the Machine Serial Numbers of Hardware ordered in the PDI Module available on the Vendor Portal of LIC.

12) Acceptance Test on Delivery and Installation

Each of the hardware delivered at the site will have to undergo an acceptance test, which shall be a part of the complete installation of the equipment/machine and should be a part of the Installation report. The test shall necessarily check all the performance parameters as per the Technical specifications mentioned in the RFP and any further clarifications. Also the compatibility with the respective OS versions mentioned in the technical specifications will be tested.

LIC reserves the right to cancel the order in part or full in the event of serious discrepancy in hardware or firmware of the printer noticed after receipt of the Hardware. In such a case:

a) LIC may cancel the entire purchase order and ask the Vendor to take the equipment back at the Vendor's costs and risks; and/or

b) The Vendor shall have to replace the entire hardware consignment as per the committed specifications; and/or

c) The Vendor will be required to replace the Hardware supplied with any of the other technically qualified Models. However, the new hardware should be delivered within delivery period as per the original Purchase order; and/ or

d) The Bank Guarantee may be invoked to make good the loss or damage and/or.

e) The Selected Vendor may be blacklisted for future in case serious violations are observed and LIC's decision in this matter will be final and binding on the vendor.

13) Payment Terms

a) Payments will be made by the Central Office for the orders issued by Central Office and by the respective Zonal offices of LIC for the orders placed by them.

b) Payment will be made for the entire purchase order at one time 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. In case hardware items under **Part I** of commercial bid:-

i. **60%** of the payment will be made on delivery of the Hardware and submission of Octroi receipt (if any) and Invoice cum delivery Challan or the Delivery Report (DR) which is generated online from LIC's Module at the location where hardware has been delivered will be available to the concerned LIC Zonal office online for making payments.

ii. **35%** payment will be made on installation of Hardware delivered. The Installation Report (IR) will be generated online from LIC's Module at the location where hardware installation 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 report.

iii. Balance **5%** payment will be settled on receipt of claim from the Vendor for the same. In case of **5%** payment for Purchase Orders which contain Buyback Hardware details, the vendor will have to mandatorily submit:

- A certificate of buyback hardware removal from the HCT Module which is signed by the officer in-charge of the location from where the buyback hardware is lifted.
- The payment will be subject to deduction of buyback price of the hardware items. The buyback schedule for pickup will be communicated to the Vendor by

the respective Manager (IT)/ RM (IT)/ AS (IT) of the DO/ZO/CO as per the relevant **Annexure provided by the respective ZO/DO/CO depts.**

iv. In case the Purchase Orders do not contain buyback hardware to be lifted then 5% payment will be settled to the Vendor along with the installation payment.

d) In case hardware items under Part II of commercial bid, 100 % payment will be made within 30 days of installation and submission of complete documentation whichever is later, if Purchase Order is placed only for Part II items. It may be noted that in case the Purchase order for Part II item is placed along with Part-I item, then payment terms as per Part-I items will be applicable.

e) The breakdown charges if any, during the warranty period accumulated after release of payment of balance 5% will be recovered by invoking the Performance Bank Guarantee available with LIC or any other payment due to the Vendor.

Chart of Penalties: SLAs applicable					
Service Levels					
Hardware Type	**Per day Breakdown charges up to 3 days**	**Per day Breakdown charges from 4th day to 7th day**	**Per day Breakdown charges from 8th day to 10th day**	**Beyond 10 days.**	**Maximum Penalty for Breakdown**
Line Printers	**3% of the cost of hardware per day**	**4% of the cost of hardware per day.**	**5% of the cost of hardware per day.**	**6% of the cost of hardware per day.**	**2.5 times of the cost of the Hardware item**

14) Terms & Conditions for Servicing of Hardware

a) **Hardware Supply and Servicing Vendor (HSSV):** The Vendor, who is empanelled as Hardware Supply & Service Vendor is allowed to appoint service partner(s) for servicing the hardware that will be supplied to LIC. However, the appointed Service Partner should provide exclusive Service Engineers to provide the service support. The bidder should submit an undertaking from the Service Partner that he will appoint separate engineers for the Hardware supplied in case the Service Partner is appointed by another HSSV or is servicing LIC Hardware directly as Hardware Service Vendor. The details of the engineers appointed should be shared with the Secretary (IT/BPR)/ Regional Manager (IT)/ Manager (IT), at CO/ZO/DO, respectively. Similarly, the Vendor empanelled as Hardware Supply and Service Vendor (HSSV) cannot be appointed as Service Partner by any other Hardware Supply and Service Vendor (HSSV).

The selected Bidder will be fully responsible for any deficiencies of services on the part of the service-partner(s) (if any). In case the services of the Service Partner (s) appointed are not satisfactory, LIC may ask to change the Service Partner. Authorization letter has to be taken from LIC, CO,(IT-Hardware) MUMBAI for each such service partner/ change of service partner else they will not be allowed to work for LIC. The selected Bidder shall directly be responsible for managing the activities of its personnel and/ or the personnel of its service partners/ and will be accountable for both.

1. The Vendor shall be fully responsible for servicing the hardware at the place of delivery, for a period of at least 7 years (as applicable) from the date of installation even though approvals would have been given for appointment of service partner(s) and submit an Undertaking as per **Annexure EC (1)** for the same.
2. The Bidder or appointed service partner should have a 24 x 7 Centralized Service Delivery Centre (CSDC) having ISO 20000 certification for call logging and L3 level technical service support for all Hardware supplied. The bidder should also submit Toll free number, email id, website URL and FAX number of the CSDC as per **Annexure EC (1)** and **Annexure EC(2).**

15) Warranty, Maintenance and Servicing

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

a) **HARDWARE:** All the Hardware items, as per specifications given in Technical **Annexure-I**, shall be under comprehensive on-site warranty covering all parts and labor for a period of three years from the date of installation and thereafter will be covered under AMC. The Vendor shall enter into a comprehensive Annual maintenance Contract (AMC) with LIC, after expiry of the Warranty period, at the rates prevalent then if LIC desires to do so and as per the Terms and Conditions of the current AMC. However, LIC reserves the right to revise these terms & conditions in AMC in future in the interest of LIC. The decision of LIC in this matter will be final.

b) **Spares, consumables and support** for the hardware should be available for a minimum period of seven years in case of Line Printers from the date of installation of the Hardware irrespective of whether the equipment is manufactured by the Selected Vendor or procured from any other Principal Vendor (OEM). The entire responsibility will rest on the Vendor for servicing and proper functioning of the equipment supplied. During specified tenure (7/8 years as given above) if it is found that spares /consumables or support is not available, the hardware will have to be replaced by equivalent or higher model by the Selected Vendor at no extra cost to LIC.

c) During Servicing, whenever required, the Vendor has to install original OEM manufactured Spare Parts of same or higher configuration (subject to compatibility).

d) During the period of warranty/AMC it will be mandatory on the part of the Selected Vendor to carry out Onsite Preventive Maintenance (PM) once in every quarter apart from breakdown maintenance. Quarterly Preventive Maintenance of Printers is mandatory. On completion of the PM, the Vendor's Engineer should ensure that the user of the machine / programmer enter the "PM done details" in the Hardware Complaint Tracking Module available under user / programmer login option "Update Preventive Maintenance Status". It is recommended that the PM should be spread throughout the quarter instead of being concentrated during a brief period in each quarter. Also there should be at-least one month gap between two PMs of same machine; otherwise it will be treated as PM not done. The PM will generally include the following but is not limited to:

a. Printers - Cleaning of printers thoroughly and checking the various alignments and functioning of the print heads and logic cards, hammer modules etc.,
b. Environmental check for hardware items e.g. earthing and voltage.
c. Any other Servicing/maintenance/ up-gradation of firmware jobs which may be entrusted to engineers from time to time by LIC.

e) Penalty of 1% of the cost of the hardware item will be charged every quarter, if the Preventive Maintenance is not done. Penalty for PM not done will not be charged for the quarter in which the machine has been delivered/ installed. The penalty will be recovered from any amount due to the Vendor including any subsequent AMC payment. However, if the failure to carry out the PM was because LIC could not make the systems available, this penalty will be waived. A certificate to this effect should be obtained from the LIC's authorized Officials.

f) Warranty should not become void if LIC buys any other supplemental hardware from a third party and installs it within these machines in the presence of the representative/ engineer of the Vendor. However, the warranty will not apply to such third party hardware items, if installed.

g) If the damage to the hardware is due to the power fluctuations or physical damage due to mishandling by LIC personnel or the damage by external factors, LIC would bear the cost of the parts damaged but the onus of proving this will be on the Vendor. However, the Vendor will be required to provide immediate system/solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown.

h) In case of Partial/Full damage or loss of the equipment due to reasons beyond the control of LIC, like Theft, Fire, floods etc., then the Vendor should supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown.

i) In both the cases mentioned above, fresh order will be placed by LIC with the Vendor concerned for the supply of the new hardware against the lost/damaged equipment/ component. Monthly rental of 5% of basic Hardware cost will be payable to the Vendor for the equipment supplied as standby. If the Vendor does not provide standby equipment, the penalties as per Chart of Penalties will be imposed.

j) Whenever any Hardware equipment is taken out of an LIC site for repair, the same hardware has to be returned after repair unless it is declared to be irreparably damaged. When any Hardware equipment is taken out of an LIC Office for repair, the vendor shall make all arrangements for removal of the equipment, transit insurance, its transportation to the workshop and back to LIC's site and its re-installation. The details of all such hardware which is taken out and thereafter reinstalled has to be entered by the Hardware engineer in the LIC's HCT Module and authorized by an officer of the respective office. Insurance of such equipment also has to be arranged by the Vendor and all expenses for the above shall be borne by the Vendor. The Vendor shall hand over and reinstall the systems in 100% working condition after repair/maintenance/rectification within 30 days, after repair/maintenance/rectification. Thereafter, the Vendor shall reinstall the same machine after repair unless it is declared to be irreparable.

k) In the event of replacement of the system or any part thereof, it should be done with an equipment/ part, equivalent or of higher configuration which is compatible with the system.

l) Wherever any system has to be shifted from one LIC location to another, as decided by LIC, the Vendor is required to uninstall / reinstall and maintain the system/s at the new location, without any extra cost on account of reinstallation. The Packaging of the Hardware and the transportation along with the transit Insurance will be done by the respective Divisional Office/ Zonal Office and the cost of the same will also be borne by LIC.

m) Service Engineers/ Representatives of Vendor shall invariably carry their identity cards with them, without which they will not be allowed to access LIC's Systems. Service Engineers of the Vendor shall have access to the Computer Systems/ Peripherals only after obtaining clearance from LIC's authorized officials. No component of the System/data/ log information will be taken out of LIC's premises without clearance from LIC's authorized Officials.

n) Booking of Breakdown Complaints:

i. LIC has its own Hardware Complaint Tracking Module (HCTM) through which mails for hardware breakdowns will be generated to the CSDC. The selected Vendor will be provided access to LIC's Vendor Portal through which Breakdown Complaints can be monitored.

ii. Breakdown complaints will be booked by the user of the machine of the respective LIC office through LIC's Complaint Tracking Module from any office of LIC and the Vendor/ Service Partner has to use both the CSDC as well as the mails generated from HCTM for monitoring LIC's breakdown calls.

iii. The downtime / breakdown period will be reckoned from the date and time of logging of the complaint through the Hardware Complaint Tracking Module by LIC's authorized official/ user. Complaint ID no. allotted by the module will be the reference no. for any query in this regard. Vendor has to track and monitor complaints through the Vendor Portal, developed by LIC.

iv. For complaints not booked through module in rare circumstances which must have arisen due to unavoidable situations, the Vendor should ensure that the details of such breakdown attended are properly recorded in the online CCR with complete details.

v. Complaint(s) will be deemed to be resolved if Online Call Closing Report (CCR) in the LIC's HCT Module is closed. Details will be entered in the online CCR by the service engineer and authenticated by the user/ programmer of respective LIC Office.

vi. The breakdown call will be treated as closed permanently after validation by User/ Manager (IT)/ Assistant Secretary (IT) at DO/ZO/CO of respective LIC Office, in the online CCR.

o) In case of Site Not Ready (SNR) cases, the warranty will commence automatically from 31st day of issue of SNR.

p) Service Level Agreement (SLA)

i. The systems should be maintained in working condition as mentioned in the "Warranty & Maintenance Clause" above. The resolution time for all Hardware items closure of Breakdown Complaints, is given below.

Class of City		**Resolution Time**
Class A	All Zonal Offices All Divisional Offices All BOs /SOs /other units (offices) at Divisional HQ and BOs /SOs /other units (offices) having <= 4 hours travelling time from DO premises by bus/ train	Next Business Day
Class B	All BOs/ SOs / other units (offices) other than Class A & Class C	Next to Next Business Day
Class C	All BOs (other than those covered in Class A & Class B) situated in hilly regions of NE states, J&K , Uttaranchal & Andaman & Nicobar, HP and where Special Area Allowance is payable by LIC. Manager (IT) may however include other branches in the concerned States in this category if deemed necessary.	Next to Next Business Day + 2 working hours

List of branches under class A, B & C will be available to the Vendor in the HCT module under Engineer's login option.

ii. No breakdown charges will be deducted if the complaint is resolved within the resolution time specified in the above table. In case the breakdown complaint is not resolved within the resolution time stated in Table above, penalty for breakdown for various Hardware items mentioned in Chart of Penalties will become chargeable.

iii. If the complaint is not resolved within the resolution time specified in the above table, penalty as per Chart of Penalties will be charged from the time of lodgment of the complaint. In that case, 1 day means the completion of 24 hours from the time of lodgment of the complaint for the first day, but any part of the day thereafter will be considered as a full day.

iv. Sundays and Holidays are excluded from calculation of penalty.

v. For breakdown of warranty machine beyond six days in a month, the warranty on such machines will stand extended by one month, in every such instance. Such warranty extension shall be allowed for maximum three months beyond which the Vendor will be required to replace the machine at no cost to LIC, within 30 days from the last failure. However, penalties for breakdown as per SLAs defined in the RFP will be applicable till the hardware is replaced.

vi. If, during the warranty period, any equipment has a hardware failure on four or more occasions in a quarter, it shall be replaced by a new machine of equivalent or higher configuration by the Vendor at no cost to the LIC within 30 days from the date of last failure. However, till the replacement, the original equipment has to be kept in running condition or else a standby provided and all services restored. Penalties for breakdown as per SLAs defined in the RFP will be applicable if no standby is provided.

vii. When any hardware is declared as irreparable by the vendor, due to reasons other than those covered under "repairing on chargeable basis", the vendor has to provide a permanent replacement of the hardware with a new machine of equivalent or higher configuration within 30 days of reporting the problem. Till that time a standby has to be provided by the vendor. The hardware provided as permanent replacement should be of same as or higher configuration and have date of manufacture same as or later than that of the hardware which is damaged. Documentary proof giving the above details of the replaced hardware should be provided to LIC for record and deciding if it is acceptable.

viii. Extension of warranty/replacement of equipment will not be applicable if the breakdown is due to reasons not attributable to the Vendor. However, the onus of proving the same would be on the Vendor.

ix. The penalties as applicable will be recovered from any payment due to the Vendor. If no payment is due then the same will be recovered by invoking the Performance Bank Guarantee.

x. **After the expiry of the warranty, if LIC desires, the Selected Vendor(s) will have to execute a comprehensive Annual maintenance Contract (AMC) with LIC for continuity in servicing of the Hardware supplied. The Service Level Agreement (SLAs) will be generally as defined in Sample Annual Maintenance Contract (AMC) documents as per Annexure VII. However, LIC reserves the right to revise these terms and conditions in the interest of LIC in subsequent RFPs / AMC agreements. LIC reserves the right to extend / terminate the AMC depending on the circumstances / high failure rates/ deficiency in servicing.**

16) Force Majeure Clause

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

b) In case a Force Majeure situation arises, the Vendor shall immediately notify LIC in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the execution of the Purchase Order.

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

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

17) Limitation of Liability

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

18) Disputes

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

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

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

The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

19) Fraud and Corrupt Practices

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

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

a) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

b) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

c) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by LIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

d) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition in the Selection Process.

20) 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.

21) 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.

22) 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.

23) Rights reserved by LIC

a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC will reserve the right to debar the Bidder from participating in future RFP's floated during the empanelment period and / or servicing of hardware for a period to be decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.

b) LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFP's, at any time prior to award of agreement without assigning any reason what so ever and without thereby incurring any liability to the affected Vendor(s). Reasons for cancellation will be determined by LIC at its sole discretion.

c) LIC also reserves the right to call for open RFPs for Hardware equipment/services/ other requirements, if deemed necessary.

d) During the empanelment period, certain situations may arise which are not envisaged in this RFP. LIC will take a considered decision in the matter in the best interest of the LIC. The decision of LIC in all such matters will be final and binding on all the Empanelled Vendors. This also applies to dispute over interpretation of clauses in the RFP.

e) LIC reserves the sole right to decide on the hardware configuration and the quantity thereof to be ordered as also the locations for purchase of computer systems, Software and/ or peripherals and / or the terms and conditions of Annual Maintenance Contract (AMC) / terms and conditions in individual RFPs during the empanelment period.

f) LIC may terminate the agreement if it determines at any time that Empanelled 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.

EXECUTIVE DIRECTOR (IT/BPR)

Annexures:

RFP REF: LIC/CO/IT-BPR/HW/2016-17/02 Dated: 03/09/2016

Annexure EC(1): Hardware Supply & Service Vendors for Line Printers

(*To be submitted on Rs. 250/- stamp paper by the Vendor and the Authorized Signatory should initial each page.)

Part-A: Company Profile:

1	**Name of the Company**			
2	**Whether OEM, System Integrator, Hardware Service Vendor?**			
3	**Company Registered as [Public Limited/Private Limited]**			
4	**Date of Incorporation**			
5	**Address of Corporate/ Registered Office**			
	Line 1			
	Line 2			
	Name Of City			
	State			
	Postal Code			
	Email id			
	Phone no./ FAX no.			
6	**CST Registration No. and Date of registration**			
7	**Names of the States for which the bidder has Sales Tax & VAT Registration No. (including all Billing offices) (Attach registration Certificates)**			
8	**Service Tax registration No. and date of registration**			
9	**PAN No. (Attach certified copy of PAN)**			
10	**Turnover of the Company:**			
	Financial Year : (in Crores)			
	2013-2014			
	2014-2015			
	2015-2016			
	In the Computer Service related business since last 3 years (Yes/No). Please state the year from which in Hardware Service business.			
11	**Revenue of the company from AMC/ Support business in India (including LIC):**			
	Financial Year : (in Crores)			
	2013-2014			
	2014-2015			
	2015-2016			
12	**Profit of the Company after Tax**			
	Financial Year : (in Crores)			
	2013-2014			
	2014-2015			
	2015-2016			
13	**Details of the Top three (3) Customers Serviced**	**Customer 1**	**Customer 2**	**Customer 3**
	Name of the Customer			

	Name of the Contact Person				
	Contact number				
	Total Number of machines serviced				
	Type of Hardware Serviced				
	AMC Revenue earned				
14	**Details of Projects undertaken**				
	Information of the Projects/ PO's procured in the last three Financial years: **(**Multiple Purchase Orders with minimum value of Rs. One Crore in the same year can be clubbed.) **1. POs of Rs. 5 Crores or more procured in each of any 2 years out of the last 3 Financial Years <u>OR</u>** **2. POs of Rs. 10 Crores or more procured in any one of the last 3 Financial Years,** **for supply, installation and maintenance of Computer Hardware for large organizations**				
	Financial year	**Names of the clients**	**Name and contact details of Sr. officer representing the client for the purpose of reference**	**Approximate Computer Hardware Order Value (in Rupees) Crores**	**Whether the Project has been successfully executed as on date of bid submission (Date of completion of the Project)**
	2013-2014	1			
		2			
	2014-2015	1			
		2			
	2015-2016	1			
		2			
15	**Details of Centralized Service Delivery Centre (CSDC)**				
	Address of the CSDC				
	Whether own or Service Partner's?				
	Is 24 x 7 support available from CSDC (Y/N)				
	Is L3 level support available from CSDC (Y/N)				
	Toll Free No of CSDC				
	e-mail Id of CSDC				
	Website URL of CSDC				
	Fax No of CSDC				
	Whether the vendor will nominate one National Project Manager at Mumbai as per RFP Terms & Conditions.				
16	**Details of Engineers on Bidder's Roll**				
	Total Number of Engineers on roll				
	i. Do all Engineers possess a minimum qualification of HSC? (Yes/No)				
	ii. Do all Engineers possess minimum one year diploma in Hardware? (Yes/No)				
	iii. Do all Engineers possess a minimum work experience of 6 months as Hardware Engineer? (Yes/No)				
17	**Bidder’s Address for communication :**				
	Line 1				
	Line 2				
	Name Of City				
	State				
	Postal Code				
	Email id				

	Phone no./ FAX no.	
18	**Bank Details**	
	Name of Bank	
	Branch	
	MICR Code	
	Type of A/C	
	Account No.	
	IFSC Code	
19	**Bidder`s Official Web Site (URL)**	
20	**ISO Certifications**	
	ISO 9001:2008 certificate enclosed (Yes/No)	
	ISO 14000 certificate enclosed (Yes/No)	
	ISO 20000 certificate enclosed (Yes/No)	
21	**Any other relevant information not covered in the above points :**	
22	**We hereby confirm that we, M/s ________________________ have not been debarred by LIC, as on date of submission of the bid.**	

Enclosures:

a), Sales Tax, VAT Registration Certificate and Certificate of Incorporation, Profit & Loss Statement, Audited Balance sheet, and latest IT Returns and Sales Tax duly signed/ attested by the authorities mentioned in the Tender.

b). Attested Copies of the Purchase Orders or Certificate from customers

c). Power of Attorney or the copy of the Board Resolution appointing the Authorized Signatory

d). Cancelled cheque of the Bank Account.

Annexure EC(1): Part-B:

1. **Undertaking for Support and Servicing of Hardware**

We hereby give our unconditional consent to service and support all the Hardware items supplied by us under individual RFPs during the empanelment period of the above RFP for a minimum period of 7/8 years from the date of installation of the hardware. We hereby declare that we will support the hardware supplied as above, irrespective of our continuance as empanelled Vendor and our partnership with the OEM(s) whose hardware is supplied by us.

The support will include the availability of original equipment, spare parts, components, consumables required for maintaining the hardware supplied, as per RFP terms and conditions.

2. **Undertaking by the Bidder for ISO certifications**

We hereby give an undertaking that we shall supply to LIC of India, only those Computer Systems and/ or Peripherals which are manufactured in a factory having ISO 9001:2008 & ISO 14000 certifications. The copies of certifications will be given for the Models quoted by us in the individual RFPs floated by LIC of India during the empanelment period.

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

Dated at ______________ this ________ day of _____________20__

Signature of the Authorized Signatory

Name:
Designation:
Name & Address of the company:
Seal of the Company

Annexure EC(1): Part-C: Other details of the Company:

Location wise details for Supply and Service of Computer Systems and/ or peripherals

Details for Supply and Service of Computer Systems and/or peripherals in more than 100 locations which should necessarily be in different cities covering all states during last three financial years (2015-16,2014-15,2013-14)						
State	**Name of the city**	**Financial year**	**Name of the client/s hardware is supplied and serviced**	**Name and contact details of Sr. officer representing the client/s for the purpose of reference**	**Approximate Value of the project (PO value and AMC revenue)**	**Details of the type of equipment supplied and serviced.**
Andhra Pradesh						
Arunachal Pradesh						
Assam						
Bihar						
Chhattisgarh						
Goa						
Gujarat						
Haryana						
Himachal Pradesh						
Jammu and Kashmir						
Jharkhand						
Karnataka						
Kerala						
Madhya Pradesh						
Maharashtra						
Manipur						
Meghalaya						
Mizoram						
Nagaland						
Orissa						
Punjab						
Rajasthan						
Sikkim						
Tamil Nadu						
Tripura						
Uttar Pradesh						
Uttarakhand						
West Bengal						

Annexure EC(1): Part-D: Location wise details for Service and maintenance of Computer Systems and/ or peripherals.

Details for Service and maintenance of Computer Systems and/or peripherals in more than 100 locations which should necessarily be in different cities covering all states during the last three financial years (2015-16,2014-15,2013-14)						
State	**Name of the city**	**Financial year**	**Name of the client/s to whose computer hardware is serviced**	**Name and contact details of Sr. officer representing the client/s for the purpose of reference**	**Approximate AMC Revenue**	**Details of the type of equipment serviced in the organization**
Andhra Pradesh						
Arunachal Pradesh						
Assam						
Bihar						
Chhattisgarh						
Goa						
Gujarat						
Haryana						
Himachal Pradesh						
Jammu and Kashmir						
Jharkhand						
Karnataka						
Kerala						
Madhya Pradesh						
Maharashtra						
Manipur						
Meghalaya						
Mizoram						
Nagaland						
Orissa						
Punjab						
Rajasthan						
Sikkim						
Tamil Nadu						
Tripura						
Uttar Pradesh						
Uttarakhand						
West Bengal						

RFP REF: LIC/CO/IT-BPR/HW/2016-17/02 Dated: 03/09/2016

<u>Annexure EC(1): Part-E:</u> Location details of Service Centers of Bidder

Details for Service Centers of the Bidder						
State	**Own Office / Office of Service Partner**	**Address of the Office**	**E mail id & contact details**	**Name and contact details of the Head of the Office/ Center**	**No. of engineers available at the center**	**Details of the type of equipment serviced**
Andhra Pradesh						
Arunachal Pradesh						
Assam						
Bihar						
Chhattisgarh						
Goa						
Gujarat						
Haryana						
Himachal Pradesh						
Jammu and Kashmir						
Jharkhand						
Karnataka						
Kerala						
Madhya Pradesh						
Maharashtra						
Manipur						
Meghalaya						
Mizoram						
Nagaland						
Orissa						
Punjab						
Rajasthan						
Sikkim						
Tamil Nadu						
Tripura						
Uttar Pradesh						
Uttarakhand						
West Bengal						

I state that the information stated above in each part of the Annexure EC (1) and it's enclosures is true and correct.

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

Dated at ______________ this ________ day of _____________20__

Signature of the Authorized Signatory

Name:
Designation:
Name & Address of the company:
Seal of the Company

Annexure EC(2): Documents related to Service Partner

(*To be submitted on Rs. 250/- stamp paper.)

(The documents should be duly signed by the Authorized Signatory of the Service Partner)

EC(2)-Part-A: Consent letter of all Service Partners

To,

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

Sir/ Madam,

Reg.: Consent towards appointment as Service Partner under RFP
RFP REF: LIC/CO/IT-BPR/HW/2016-17/02 Dated:03/09/2016

1. We, _______________________________ (name of the company) hereby give our consent for our appointment as an **exclusive service partner** to the Vendor ________________________, under the above referred bid. Further, **Further,** we confirm that we have not given consent to any other Empanelled Hardware Supply and Service Vendor (HSSV).

2. We have not applied for Empanelment as Hardware Supply and Service Vendor (HSSV).

3. We have submitted the details of our support centers to the Vendor as required in the above referred bid.

4. We hereby confirm that we have not been debarred by LIC, as on date of submission of the bid.

5. We also hereby confirm that we shall not escalate any issues / grievances against _________________________ (name of the Vendor) to LIC under the above referred bid.

Dated at ________________ this _________ day of _______________20__

Signature of the Authorized Signatory

Name:
Designation:
Name & Address of the company:
Seal of the Company

Annexure EC(2): Part-B:

Details of Service Partner

1	**Name of the company (Service Partner)**			
2	**Address of Corporate/ Registered Office for 1 above**			
	Line 1			
	Line 2			
	Line 3			
	Name Of City			
	State			
	Postal Code			
	Email id			
	Toll free no.			
	Phone no./ FAX no.			
	Website Address (URL)			
3	**PAN Number**			
4	**Date of Incorporation**			
5	**Business Figures of the company**			
	Financial Year	**Profit after Tax (in lacs)**	**Total AMC Revenue (in Crores)**	
	2013-2014			
	2014-2015			
	2015-2016			
7	**Details of the Top three (3) Customers Serviced**	**Customer 1**	**Customer 2**	**Customer 3**
	Name of the Customer			
	Name of the Contact Person			
	Contact number			
	Total Number of machines serviced			
	Type of Hardware Serviced			
	AMC Revenue earned			
8	**Details of Centralized Service Delivery Centre (CSDC)**			
	Address of the CSDC			
	Is 24 x 7 support available from CSDC (Y/N)			
	Is L3 level support available from CSDC (Y/N)			
	Toll Free No of CSDC			
	e-mail Id of CSDC			
	Website URL of CSDC			
	Fax No of CSDC			
9	**Details of Engineers**			
	Total Number of Engineers on roll			
	i. Do all Engineers possess a minimum qualification of HSC? (Yes/No)			
	ii. Do all Engineers possess minimum one year diploma in Hardware? (Yes/No)			
	iii. Do all Engineers possess a minimum work experience of 6 months as Hardware Engineer? (Yes/No)			
10	**ISO 20000 certificate enclosed (Yes/No)**			
11	**Any other relevant information not covered in the above points :**			

We hereby confirm that we, M/s ________________________ have not been debarred by LIC, as on date of submission of the bid.

Note: - LIC will make a reference check for qualifications, experience & certifications of any engineers who will be deployed to LIC for servicing. **Any wrong or incorrect information or suppression of facts may lead to action as per RFP Terms & Conditions.**

I state that the information stated above in each part of the Annexure EC (2) and its enclosures is true and correct.

Signature of the Authorized Signatory

Name:
Designation:
Name & Address of the company:
Seal of the Company

Annexure EC(3): Part-A: Location details of Service Centers

State	Address of the Office	E mail id & contact details	Name and contact details of the Head of the Office/ Center	No. of engineers available at the center	Details of the type of equipment serviced
Andhra Pradesh					
Arunachal Pradesh					
Assam					
Bihar					
Chhattisgarh					
Goa					
Gujarat					
Haryana					
Himachal Pradesh					
Jammu and Kashmir					
Jharkhand					
Karnataka					
Kerala					
Madhya Pradesh					
Maharashtra					
Manipur					
Meghalaya					
Mizoram					
Nagaland					
Orissa					
Punjab					
Rajasthan					
Sikkim					
Tamil Nadu					
Tripura					
Uttar Pradesh					
Uttarakhand					
West Bengal					

Annexure EC(3): Part-B:

Location wise details for Service and maintenance of Computer Systems and/ or peripherals

Details for Service and maintenance of Computer Systems and/or peripherals in more than 100 locations which should necessarily be in different cities covering all states during the last three financial years (2015-16,2014-15,2013-14)						
State	**Name of the city**	**Financial year**	**Name of the client/s to whose computer hardware is serviced**	**Name and contact details of Sr. officer representing the client/s for the purpose of reference**	**Approximate AMC Revenue**	**Details of the type of equipment serviced in the organization**
Andhra Pradesh						
Arunachal Pradesh						
Assam						
Bihar						
Chhattisgarh						
Goa						
Gujarat						
Haryana						
Himachal Pradesh						
Jammu and Kashmir						
Jharkhand						
Karnataka						
Kerala						
Madhya Pradesh						
Maharashtra						
Manipur						
Meghalaya						
Mizoram						
Nagaland						
Orissa						
Punjab						
Rajasthan						
Sikkim						
Tamil Nadu						
Tripura						
Uttar Pradesh						
Uttarakhand						
West Bengal						

I state that the information stated above in each part of the Annexure EC (3) and its enclosures is true and correct.
(Note:-Any wrong or incorrect information or suppression of facts may lead to disqualification.)

Signature of the Authorized Signatory

Name:
Designation:
Name & Address of the company:
Seal of the Company

ANNEXURE -PMA.

PMA AFFIDAVIT

Format for affidavit of self certification regarding domestic value addition in an electronic product (to be provided on Rs. 100/- stamp paper)

Date: __/__/____.

I____ S/o, D/o, W/o ___________________ , resident of ____ do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued via notification no. 8(78)/2010-IPHW dated 10-02-2012, and the subsequent revision to the policy issued via notification no. 33(3)/2013-IPHW dated 23-12-2013.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Government of India, for the purpose of assessing the Domestic Value Addition.

That the domestic value addition for all inputs which constitute the said electronic product has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms, based on the assessment of an authority so nominated by the Department of Electronics Information Technology, Government of India for the purpose of assessing the domestic value addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the notification no. _______________, wherein preference to domestically manufactured electronic products in government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

- **i.** Name and details of the domestic manufacturer (Registered office, manufacturing unit location, nature of legal entity)
- **ii.** Date on which this certificate is issued
- **iii.** Electronic product for which the certificate has been produced
- **iv.** Procuring agency to whom the certificate is furnished
- **v.** Percentage of domestic value addition claimed
- **vi.** Name and contact details of the unit of the manufacturer
- **vii.** Sale price of the product
- **viii.** Ex-factory price of the product
- **ix.** Freight, insurance and handling
- **x.** Total bill of material
- **xi.** List and total cost value of inputs used for manufacture of the electronic product.

xii. List and total cost of inputs which are domestically sourced. Please attach certificate from suppliers if the input is not in-house.

xiii. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of __________________________________ (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No.>

Annexure EC - Part-B:

Undertaking by the Bidder for ISO certifications

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

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

Signature of the Authorized Signatory

Name:
Designation:
Name & Address of the company:
Seal of the Company

Annexure - IV

Non-Disclosure Agreement

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

RFP REF: LIC/CO/IT-BPR/HW/2016-17/02 Dated:03/09/2016

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

BY AND BETWEEN

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

AND

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

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

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

WHEREAS,

the Respondent is aware that while responding to LIC's Request For Proposal RFP REF: LIC/CO/IT-BPR/HW/2016-17/03 Dated: 03/09/2016, 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 permission from LIC.
The Respondent shall ensure that their employees will not disclose any information of LIC even after they cease to be the employees of the Respondent. The Respondent shall ensure this by its own internal agreements.

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

• Information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder;
• Information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party;
• Information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information ;

• Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of LIC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name:

Designation:

Office Seal:

Annexure V
Undertaking for Warranty & AMC
(To be submitted on a stamp paper of Rs. 250/- by the Bidder)
RFP REF: LIC/CO/IT-BPR/HW/2016-17/02 Dated: 03/09/2016

To,

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

Dear Sir/Madam,

We hereby accept all the Term & Conditions of the RFP and extend complete warranty for the hardware for a period of three years from the date of installation. We further give an undertaking that after the hardware supplied comes out of warranty, if LIC requires, we shall take up AMC of the hardware and renew the performance bank guarantee as per the terms and conditions stated in the RFP document referred above.

We further hereby undertake that the original equipment's spare parts and components required for maintaining the hardware supplied will be available for a period of 7/8 years as per terms and conditions of the RFP.

Dated at _______________ this ________ day of ______________20__

Authorized Signatory

Signature of the authorized official

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure-VII- Part-A Manufacturer's Authorization Form (MAF)

(*To be submitted on Company (OEM)'s letterhead)

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

Dear Sir/Madam,

Manufacturer's Authorization Form (MAF)

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

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

We also extend our back to back service support and assurance for availability of our equipment, components and consumables as per terms and conditions of the RFP, to M/s_________________ for a period up to 31st March 2023.

Dated at _______________ this ________ day of ______________2016

Signature of the Company Secretary
Signature
Name:
Designation:
Name & Address of the company:
Seal of the Company:

Annexure-VII-Part-B: Undertaking for Supply of H1 Model

To,

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

Dear Sir/Madam,

Undertaking for Supply of H1 Model

With reference to the **RFP REF: LIC/CO/IT-BPR/HW/2016-17/02 Dated: 03/09/2016** and intimation received regarding disqualification of our quoted model, we hereby undertake to unconditionally abide by the relevant clause of the RFP.

Further, we undertake that, if we are selected as Vendor for supply, we shall supply the technically qualified **H1 model** for that line item at the **L1 price** as declared by LIC, in the place of our quoted model_____, under the Category _______, for line item ______, which is intimated by LIC as technically disqualified.

We also undertake to submit the MAF for H1 model within five days from the date of intimation for submission of MAF.

Dated at ______________ this ________ day of _____________20__

Authorized Signatory
Signature
Name:
Designation:
Name & Address of the company:

Seal of the Company

Annexure VII- D: Format for Bank Guarantee (BG)

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

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Supplier, upto a total amount of Rs.__________ (Rupees _________________________ only) and we undertake to pay you, upon your first written demand, without cavil or argument, any sum or sums as specified by you within the limit of Rs. ____________ (Rupees__________________________ only).
LIC need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

This Bank Guarantee will be valid for a period up to _____________ (for a period of 15 months from the date of submission)

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

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

Dated at________ this_________ day of __________ 2016

Sealed & Signed by the Bank

Annexure VII- F: Format for Performance Bank Guarantee (PBG)

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

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Supplier, upto a total amount of Rs.__________ (Rupees _________________________ only) and we undertake to pay you, upon your first written demand, without cavil or argument, any sum or sums as specified by you within the limit of Rs. ____________ (Rupees__________________________ only).
LIC need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

This Bank Guarantee will be valid for a period up to _____________ (for a period of 39 months from the date of submission)

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

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

Dated at________ this_________ day of __________ 2016

Sealed & Signed by the Bank

Annexure VII- E: Declaration from Printer OEM for Print Capacity

RFP REF: LIC/CO/IT-BPR/HW/2016-17/02 Dated:03/09/2016

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

We give below the details of print capacity, Part code and price of the Regular cartridge in the table below.

Line Item	
Make	
Model	
Part Code of the Regular Toner/Cartridges	
Print Capacity/Yield of the Regular Toner/Cartridges	
Price of the regular toner/Cartridge (MRP)	

We also confirm that the Regular toner/ Cartridge only will be supplied with the Printer under this RFP. In case of any deviation in the Print capacity/ Yield of the Toner/ Cartridge, after supply is informed by any of the LIC offices, we hereby give an undertaking that we shall supply a new toner/ cartridge of correct or higher capacity within 3 days from the date of complaint.

Place

Date

Authorized signatory (OEM)

Name

Designation

Seal

Countersigned by the Authorized Signatory (Bidder) :

Name :

Designation:

Seal

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

Annexure VIII – Declaration for PVC/BFR free Hardware Items

RFP REF: LIC/CO/IT-BPR/HW/2016-17/02 Dated:03/09/2016

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

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

Place	Authorized signatory (**OEM**)
Date	Name
	Designation
	Seal

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

Name

Designation

Seal

PRE CONTRACT INTEGRITY PACT

(To be submitted on a stamp paper of Rs. 250/- by the Bidder)

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on…………………. day of the month of …………………..2016 , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s ………………………… represented by Shri………………………………….. .(hereinafter called the "BIDDER /SELLER" which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other

advantage from the BIDDER, either themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

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

1.3 All the officials of the BUYER will report to the appropriate "CVO" any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERs

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

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

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

showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

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

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

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

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

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

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

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

4. Previous Transgression

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

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit):

5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. (to be specified in RFP/Tender) as Earnest Money as applicable/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft of Pay Order in favour of LIC.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP/Tender).

5.2 The Earnest Money /Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause:

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors:

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

Name address of the Monitor(s):

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

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

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

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated** by the BUYER.

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

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

8.8 The Monitor will submit a written report to the designated authority** of BUYER /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation:

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

10. Law and Place of Jurisdiction:

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

11. Other Legal Actions:

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

12. Validity:

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at………………….on………….

BUYER BIDDER Name of the Officer:

CEO Designation Dept./MINISTRY/PSU

Witness

1……………………………………… 1………………………………….

2…………………………………….. 2…………………………………..