Section-A : INTRODUCTION

1) Definitions :

Details	Original Definition	Revised Definition
Agreement	The contractsigned 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. .	Any written contract between the Life Insurance Corporation of India and the successful bidder with respect to any/all deliverables or services contemplated by this RFP. Any Agreement shall be deemed to incorporate, as schedules, this RFP, all addenda/corrigenda issued by LIC, the Bid of the successful bidder and mutually agreed modifications thereto
Authorized Signatory	The person Authorized by the company"s Board/ Managing Director/ Director for signing the bid documents on behalf of the company	The person authorized by the company's Board/Managing Director/Director through a proper authorization to represent the company for purpose of this bid submission and finalization.
Bidder/Vendor	Means the Firm or the company participating in this RFP / Tender.	A firm fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual capacity.
Business Day	Additional Definition	Shall be construed as a day excluding Sundays, 2nd and 4th Saturdays of a month and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India
Successful Bidder	To whom LIC notifies the award of contract	The L1 Bidder/s to whom LIC notifies the award of contract L1 bidder after reverse auction. If no reverse auction, L1 bidder as per the commercial bid.
Specified Personnel	Additional Definition	Personnel deployed by the Vendor on the project to meet the requirements of the RFP within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan in response t o this RFP.
"Party" and "Parties"	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the „Parties" and individually as a „Party"	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the 'Parties' and individually as a 'Party'. Means all the functional, technical, operational, performance or other characteristics required of a Product or Service as mentioned in the RFP document or any of the annexure or clarifications to the RFP document.

Personnel	Additional Definition	Professional and support staff deployed by the Vendor on the project to meet the requirements of this RFP within the timelines mentioned herein. The details of all such personnel will have to be shared in the Personnel Deployment Plan.
Requirements	Additional Definition	The Capability, Characteristic, Attribute or Quality of systems as per the schedules, details, description, and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable, specified and implicitly necessitated as per this RFP.
Date of acceptance	Additional Definition	Date of Acceptance the system shall be deemed to have been accepted by LIC, subsequent to its commissioning, when all the activities as defined in the scope of work related to the acceptance of system have been successfully executed and completed and a certificate from LIC is obtained by the Vendor. The date of acceptance of system will be the one stated in the Certificate issued in writing from LIC and duly signed by an authorized official of LIC.
Default Notice	Additional Definition	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof
Deliverables & Services	Additional Definition	Means all services and deliverables as per the Scope of Work of this RFP
Terms of Reference	Additional Definition	Means the section which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Bidder and expected results and deliverables of the assignment.
Vendor	Additional Definition	Selected/ Successful Bidder as an outcome of the RFP with whom LIC signs the Contract.

3) Invitation to Bid

Original Clause	Revised Clause
The Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 **(XXXI of 1956)** and having its Corporate Office at "Yogakshema", Jeevan Bima Marg, Mumbai –400021, hereby invites sealed tenders *(hereinafter referred to as "Bids")* in two bid system, to this Request for Proposal ("RFP") from all eligible bidders for Supply, Installation, Integration and support of Network Modems etc. for LIC of India for a period of five years **.** LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP/agreement entered pursuant to the RFP and may request for additional information, if required, from the Bidder. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder	The Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 **(XXXI of 1956)** and having its Corporate Office at "Yogakshema", Jeevan Bima Marg, Mumbai –400021, hereby invites sealed tenders *(hereinafter referred to as "Bids")* in two bid system, to this Request for Proposal ("RFP") from all eligible bidders for Supply, Installation, Integration and support of Network Modems etc. for LIC of India for a period of five years **.** Interested entities are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms,

or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof are deemed to be so taken after taking into account the commercial acumen and LIC does not guarantee or warrant suitability hereof or success to Bidder/Bidders or any other person or party. This RFP describes what is required of the Bidder in terms of services, deliverables, performance measures and outcomes, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the bidder.	conditions and implications. LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP/agreement entered pursuant to the RFP and may request for additional information, if required, from the Bidder. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof are deemed to be so taken after taking into account the commercial acumen and LIC does not guarantee or warrant suitability hereof or success to Bidder/Bidders or any other person or party. This RFP describes what is required of the Bidder in terms of services, deliverables, performance measures and outcomes, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the bidder. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in his Bid. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the Bidders. The formulation of the Evaluation criteria, the conduct of the evaluation of the responses to the RFP and the subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC and its decision shall be final and no correspondence about the decision shall be entertained. For all dates/events pertaining to this RFP bidders are requested to refer to section 4 below **Time schedule of various bid related events.** Bids received after the stipulated time even on the due date or incomplete in any respect are liable to be rejected.

4) Activity Schedule

Details	Original Clause	Revised Clause
Earnest Money Deposit (EMD)	➢ By way of DD : Rs. 2,00,000 (Rupees Two Lakhs) ➢ By way of BG : Rs. 8,00,000 (Rupees Eight Lakhs) ➢ Total EMD : Rs. 10,00,000 (Rupees Ten Lakhs)	➢ By way of DD : Rs. 2,00,000 (Rupees Two Lakhs) ➢ By way of BG : Rs. 8,00,000 (Rupees Eight Lakhs) ➢ Total EMD : Rs. 10,00,000 (Rupees Ten Lakhs) **EMD exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy issued by the Department of MSME or are registered with the Central Purchase Organisation or the concerned**

The above schedule is tentative only and subject to change. Any changes will be notified through website. The formulation of the evaluation criteria, the conduct of the evaluation of the responses to the RFP and the subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC and its decision shall be final and no correspondence seeking clarifications on the decision shall be entertained.

LIC reserves the right to extend the last date for the receipt of RFP Bids. LIC reserves the right to cancel the RFP at any time without penalty and without incurring any financial obligation to the Bidder.

The Eligibility & Technical Bids will be opened by the Tender opening committee of LIC in the presence of the bidders/ representatives who choose to attend.

The Indicative 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/ representatives who choose to attend.

Amendments/corrigendum, if any, to this RFP would be hosted on our website only under Tender Section.

Reverse Auction schedule will be notified on the LIC website only.

Section-C: INSTRUCTIONS TO BIDDERS

1) Qualification Criteria

Original Clause	Revised Clause
Only the bidders who meet all the qualifications mentioned in Section "Eligibility Criteria" of this RFP are eligible to participate in the RFP.	This RFP is issued on the condition that only those bidders who submit a signed Pre-Contract Integrity Pact with LIC, on a stamp paper of Rs. 500, would be eligible to participate in the bidding. The "Pre Contract Integrity Pact" can be downloaded from our website: http://www.licindia.in/getattachment/Bottom-Links/Download-Forms/LIC_Integrity_pact.pdf.aspx As per CVC Circular No 015/VGL/091 dated 13.01.2017 of Revised Standard Operating Procedure (SOP) under clause No 2.02. "Integrity pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings." Only the bidders who meet all the Eligibility Criteria for this RFP, and also submit the Pre-Contract Integrity Pact are eligible to participate in the RFP.

9) Earnest Money Deposit:

Original Clause	Revised Clause
The bidder should submit to LIC a total of Rs.10, 00,000/- (Rupees Ten Lakhs only) as EMD along with the Technical- Bid document. Rs.2, 00,000/- (Rupees Two Lakhs only) has to be submitted in form of a Demand Draft drawn onNationalized/ Scheduled Bank in favour of „LIC of India" payable at Mumbai and the balance amount of Rs.8, 00,000/- (Rupees Eight Lakhs only) should be submitted in form of a Bank Guarantee (as per Annexure-VII) valid for one year from the last date of submission of this tender. Non-submission of EMD along with Eligibility-Bid document may disqualify the Bidder. **a)** EMD, without interest, will be refunded to the qualified vendor after acceptance of Purchase Order and/or Signing of the Contract(s) by the vendor and submission of required Performance Bank Guarantee (PBG). No interest will be paid on the EMD. **b)** EMD, without interest, will be refunded to the unsuccessful bidders, within 45 days of publication of the result. **c)** The EMD submitted by the bidder may be forfeited in full or part , as decided by LIC, after providing the bidder a fifteen days cure period in writing, if: i. The successful bidder backs out after declaration of the result of the RFP, to sign the Contract; or to furnish Bank Guarantee towards the Performance Guarantee as mentioned in this RFP or to furnish Non-Disclosure Agreement (NDA) as per LIC"s format (Annexure – IV) ii. The Bidder withdraws or amends its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or iii. The Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or iv. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP	The bidder should submit to LIC a total of Rs.10, 00,000/- (Rupees Ten Lakhs only) as EMD along with the Technical- Bid document. Rs.2, 00,000/- (Rupees Two Lakhs only) has to be submitted in form of a Demand Draft drawn onNationalized/ Scheduled Bank in favour of „LIC of India" payable at Mumbai and the balance amount of Rs.8, 00,000/- (Rupees Eight Lakhs only) should be submitted in form of a unconditional and irrevocable Bank Guarantee (as per Annexure-VII) valid for one year from the last date of submission of this tender. Non-submission of unconditional and irrevocable EMD along with Eligibility-Bid document may disqualify the Bidder. EMD should be valid for a period of one year from the date of opening of eligibility bid. **a)** EMD, without interest, will be refunded to the qualified vendor after acceptance of Purchase Order and/or Signing of the Contract(s) by the vendor and submission of required unconditional and irrevocable Performance Bank Guarantee (PBG). No interest will be paid on the EMD. **b)** EMD, without interest, will be refunded to the unsuccessful bidders, within 45 days of publication of the result. **c)** The EMD submitted by the bidder may be forfeited in full or part , as decided by LIC, after providing the bidder a fifteen days cure period in writing, if: i. The successful bidder backs out after declaration of the result of the RFP, to sign the Contract; or to furnish Bank Guarantee towards the Performance Guarantee as mentioned in this RFP or to furnish Non- Disclosure Agreement (NDA) as per LIC"s format (Annexure – IV) ii. The Bidder withdraws or amends its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or iii. The Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or iv. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP or v. Bidder does not respond to requests for clarification of its

	Proposal. vi. Bidder fails to provide required information during the evaluation process or is found to be non-responsive or vii. In the case of a successful Bidder being identified, the successful Bidder withdraws its offer or viii. if the bidder fails to sign the Contract or to furnish Bank Guarantee towards Performance Guarantee as mentioned in this RFP. ix. The soft copies of the item specifications (technical and commercial) are not submitted or not readable or only blank CD is submitted. x. The technical or commercial bid format is found to be without password or with different password. xi. The Bidder makes any written statement or encloses any form which turns out to be False/ incorrect at any time prior to signing of Contract; or xii. In the case of a successful Bidder being identified, the successful Bidder withdraws its offer or if the bidder fails; a) To sign the Contract within the stipulated time. b) To furnish Bank Guarantee towards the Performance Guarantee as mentioned in this RFP. **d)** In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid. **e)** The EMD of the unsuccessful Bidders as per the commercial evaluation, will be returned to the Bank of the Bidder without interest: i. after the process under this RFP is over, and ii. the contract between LIC and the Successful Bidder gets executed or the purchase order issued by LIC with respect to this RFP is honoured by the Successful Bidder. **f)** Bids submitted without EMD or EMD not submitted conforming

	to above criteria, will be treated as non-responsive and will be summarily rejected by LIC.

10) Instructions for Bid Submission

Original Clause	Revised Clause
a) The bidder should not respond to this RFP / quote for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected. **b)** Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/tender and subsequent modification(s) to this tender, if any. **c)** The original Bid shall be typed on 8.27” by 11.69” (A4 size) paper in indelible ink. **d)** All the envelopes and covers should indicate the name, address, telephone & mobile number, E-mail ID and fax number of the bidder clearly. **e)** Two-bid system (Eligibility-Technical and Commercial) will be followed by LIC for this RFP. **f)** Eligibility and Technical bid documents should be submitted in a separate envelope (along with CD/DVD for technical bid) which should be sealed and super-scribed as “ELIGIBILITY& TECHNICAL BID for Supply, Installation, Integration and Support of Network Modems etc. for LIC of India Ref : CO/IT-BPR/NW/RFP/2019-20/01 dated 30th May 2019”. **g)** Commercial bid should be submitted in a separate envelope (along with CD/DVD for commercial bid) which should be sealed and super-scribed as “COMMERCIAL BID for Supply, Installation, Integration and Support of Network Modems etc. for LIC of India Ref : CO/IT-BPR/NW/RFP/2019-20/01 dated 30th May 2019”. **h)** The above two envelopes containing the Eligibility, Technical-Bid and Commercial-bid should be placed inside another (third) envelope with the superscription as "BID for Supply, Installation, Integration and Support of Network Modems etc. for LIC of India Ref : CO/IT-BPR/NW/RFP/2019-20/01 dated 30th May 2019”. **i)** The Bid processing fee, EMD and Pre-contract Integrity Pact (duly filled and signed) should be submitted separately in a sealed envelope bearing the name and address of the bidder. **j)** Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the tender document. Sealed Bids should be addressed to **THE EXECUTIVE DIRECTOR (IT/BPR)** and should be deposited in the tender box at the address and date as given in the activity schedule.	**a)** The bidder should not respond to this RFP / quote for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected. **b)** Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/tender and subsequent modification(s) to this tender, if any. **c)** The original Bid shall be typed on 8.27” by 11.69” (A4 size) paper in indelible ink. **d)** All the envelopes and covers should indicate the name, address, telephone & mobile number, E-mail ID and fax number of the bidder clearly. **e)** Two-bid system (Eligibility-Technical and Commercial) will be followed by LIC for this RFP. **f)** Eligibility and Technical bid documents should be submitted in a separate envelope (along with CD/DVD for technical bid) which should be sealed and super-scribed as “ELIGIBILITY& TECHNICAL BID for Supply, Installation, Integration and Support of Network Modems etc. for LIC of India Ref : CO/IT-BPR/NW/RFP/2019-20/01 dated 30th May 2019”. **g)** Commercial bid should be submitted in a separate envelope (along with CD/DVD for commercial bid) which should be sealed and super-scribed as “COMMERCIAL BID for Supply, Installation, Integration and Support of Network Modems etc. for LIC of India Ref : CO/IT-BPR/NW/RFP/2019-20/01 dated 30th May 2019”. **h)** The above two envelopes containing the Eligibility, Technical-Bid and Commercial-bid should be placed inside another (third) envelope with the superscription as "BID for Supply, Installation, Integration and Support of Network Modems etc. for LIC of India Ref : CO/IT-BPR/NW/RFP/2019-20/01 dated 30th May 2019”. **i)** The Bid processing fee, EMD and Pre-contract Integrity Pact (duly filled and signed) should be submitted separately in a sealed envelope bearing the name and address of the bidder. **j)** Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the tender document. Sealed Bids should be addressed to **THE EXECUTIVE DIRECTOR (IT/BPR)** and should be deposited in the tender box at the address and date as given in the activity schedule.

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k) No consideration will be given to a bid received after the date and time stipulated by LIC and no extension of time will be permitted for submission of Bids.
l) The Corporation will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason.
m) The hardcopies of the bid (all documents and Annexure submitted as a part of bid or called for by the LIC) must be spirally bound, serially numbered, duly signed and stamped on each page of the bid document. Bid shall be signed by the duly Authorized signatory of the bidder. The person signing the bid shall sign all pages of the bid, except for an un-amended printed product literature/technical data-sheet available in the public domain.
n) The bid may be rejected if:
i. Bid is not signed by the duly Authorized signatory 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.
v. Pre-contract Integrity Pact (duly filled and signed), EMD and Bid processing fee not enclosed.
vi. Bids are not submitted in respective envelopes as stipulated above.

o) Language of Bid
The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and LIC shall be in English language. As far as numbers are concerned the same should be in Hindu-Arabic Numerals.
p) Bid Currencies
Prices for all the components shall be quoted in Indian Rupee. The Bids in currencies other than INR will not be considered.
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k) No consideration will be given to a bid received after the date and time stipulated by LIC and no extension of time will be permitted for submission of Bids.
l) The Corporation will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason.
m) The hardcopies of the bid (all documents and Annexure submitted as a part of bid or called for by the LIC) must be spirally bound, serially numbered, duly signed and stamped on each page of the bid document. Bid shall be signed by the duly Authorized signatory of the bidder. The person signing the bid shall sign all pages of the bid, except for an un-amended printed product literature/technical data-sheet available in the public domain.
n) The bid may be rejected if:
i. Bid is not signed by the duly Authorized signatory 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.
v. Pre-contract Integrity Pact (duly filled and signed), EMD and Bid processing fee not enclosed.
vi. Bids are not submitted in respective envelopes as stipulated above.

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

o) Language of Bid
The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and LIC shall be in English language. As far as numbers are concerned the same should be in Hindu-Arabic Numerals.
p) Bid Currencies
Prices for all the components shall be quoted in Indian Rupee. The Bids in currencies other than INR will not be considered.

• All envelopes and CD should then be put in a single bigger envelope/ cover which should be sealed and bear the name, address, seal of the bidder and RFP reference.
• The indicative prices are ONLY to be quoted in the commercial bid.
• All hardcopies of the bid must be spirally bound and pages serially numbered.
• The hardcopies of the bid (all documents and Annexure submitted as a part of bid or called for by LIC) must be duly signed on each page and stamped on each page. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for unamended printed
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	literature. • By submitting a signed bid, the bidder's signatory certifies that in connection with this RFP: i. The bidder's organization or an agent of the bidder's organization has arrived at the technical offer and prices in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition, ii. The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor. iii. No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. • Ordinarily the bid shall contain no overwriting. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them. Overwriting/correction in the commercial bids are not permitted and any such overwriting in commercial bid will lead to its rejection. • The specifications (Technical and Commercial Bids format) shall be submitted in the spread sheets as per respective Annexures specified in this RFP. • The contents of the Soft copies submitted in a READ-ONLY CD/DVD (Separate CD/DVDs for Technical and Commercial Bid in respective sealed envelopes) and the contents of the Hard copies shall be exactly the same. However contents of Hard Copy will prevail. • The technical specifications sheets and commercial-bid format/sheet in the spreadsheets will be password protected by LIC. The password used on the spread sheets will be validated by LIC for checking the authenticity of the file. If the password does not match, EMD OR A PART THEREOF MAY BEFORFEITED and BID MAY BE REJECTED. • 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/DVD 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. • 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. 1,000/- per violation will be charged

	and recovered from the EMD. For example: if the Bid is not spirally bound a penalty of Rs. 1,000/- will be imposed. Upper cap for this penalty is Rs.10,000/- • 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. • If any compliance or clarification sought by LIC is not submitted within 5 working days of being called for, the bids are liable to be REJECTED. The above matter is entirely at LIC"s discretion and decision of LIC in this matter will be final and binding. • Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the tender document. Sealed Bids should be addressed to The Executive Director (IT/BPR) and should be deposited in the tender box at the address as per the date and time given in the activity schedule. • No consideration will be given to a bid received after the date and time stipulated by LIC and no extension of time will be permitted for submission of bids. • The Corporation will not be responsible for non-receipt of bids within the specified date and time due to any reason. • The hardcopies of the bid (all documents and Annexure submitted as a part of bid or called for by LIC) must be spirally bound, serially numbered, duly signed and stamped on each page of the bid document. Bid shall be signed by the duly Authorised Signatory of the bidder. The person signing the bid shall sign all pages of the bid, except for un-amended printed product literature/technical data-sheet available in the public domain. • Please note that if the sub envelope containing technical bid is found to contain commercial Bid also, then that bid will be rejected outright. • Please Note that Prices must not be indicated in the Technical Bid, failing which the Bid may be rejected. • The bidder should not respond to this RFP / quote for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected. • Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/ tender and subsequent modification(s) to this tender, if any. • The Bidder should certify that the contents of the CD's are the same as that provided by way of hard copy. The format of the letter to be submitted is given in Annexure I. In the event of a discrepancy, the hard copy details would prevail. • The Bidders should submit their Bid along with required Bank guarantee towards the EMD, Annexure VII, other required documents and Certificates as stated in the Section — Eligibility Criteria or elsewhere in the RFP.

	• All hardcopies of the bid must be spirally bound and pages serially numbered. • During scrutiny of technical bid, if any technical specification/s of any item is/ are changed by mutual consent to meet our requirement, all the Bidders will be informed of the same and asked to submit fresh quotation for that/ those item/s if any, in a separate cover duly sealed and super-scribed "REVISED BID for RFP Ref: CO/IT-BPR/NW/RFP/2019-20/01 Dated: 30/05/2019 for Directory Services for Windows and Linux Endpoints". • The bidder may provide assumptions/ deviations on technical only to the contents of this RFP document at the time of submission of the Bid in envelope containing the Technical Bid in the format given in Annexure- IX with the caption: "Schedule of Assumptions and Deviations from RFP". It may be noted that once the assumptions/ deviations are provided, the Bidder would not be allowed to withdraw the same. The Bid Evaluation Committee would evaluate and re-classify them as "material deviation" or "non-material deviation". In case of material assumption/ deviation, the committee may decide to monetize their value, which has to be added to the price bid submitted by the bidder, or reject the bid, prior to announcement of technical scores. The bidders would be informed in writing on the committee's decision on the assumptions/ deviations, prior to announcement of technical scores. The bidder would not be allowed to withdraw the assumptions / deviations at this stage. No correspondence in this matter will be entertained. In case of non-material assumptions / deviations, the same would form a part of the Bid and the Contract.

13) Clarification on Bids

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

15) Compliant Bids / Completeness of Response

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

17) Bid Validity Period

Original Clause	Revised Clause
Bids shall remain valid for 90 days from the date of Online Reverse Auction. LIC shall reject a bid as non- responsive if the bid is submitted with a shorter validity period. In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the period of validity any time before the expiry of validity period. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended. The terms of the RFP including the price discovered shall remain valid for a period of twenty four months from the date of start of the contract period.	Bids shall remain valid for 90days from the date of Online Reverse Auction. LIC shall reject a bid as non- responsive if the bid is submitted with a shorter validity period. In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the period of validity any time before the expiry of validity period. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid. The terms of the RFP including the price discovered shall remain valid for a period of twenty four months from the date of start of the contract period.

19) Procedure for opening of the bids:

Original Clause	Revised Clause
Bids received within the specified closing date and time in the Activity Schedule will be opened in the presence of bidders" representatives who choose to attend the "bid-opening process" on the specified date, time and venue as given in the Activity Schedule *(maximum two representatives per bidder will be permitted in each of the bid openings).* **a)** The date and Venue of the opening of the Bids shall be as per the Activity Schedule. The representatives of the bidders should carry the identity card and a letter of authority from the bidder to identify their bonafides for attending the opening of the Bids. **b)** The outer sealed Envelope and the envelopes containing the Pre-Contract Integrity Pact, the Eligibility and Technical bids shall be opened by the Tender Opening Committee (TOC) of LIC in the presence of the bidders/their Authorized representatives who choose to attend, as per the activity schedule. **c)** Technical bids will be evaluated only for those bidders declared as	Bids received within the specified closing date and time in the Activity Schedule will be opened in the presence of bidders" representatives who choose to attend the "bid-opening process" on the specified date, time and venue as given in the Activity Schedule *(maximum two representatives per bidder will be permitted in each of the bid openings).* **a)** The date and Venue of the opening of the Bids shall be as per the Activity Schedule. The representatives of the bidders should carry the identity card and a letter of authority from the bidder to identify their bonafides for attending the opening of the Bids. **b)** The outer sealed Envelope and the envelopes containing the Pre-Contract Integrity Pact, the Eligibility and Technical bids shall be opened by the Tender Opening Committee (TOC) of LIC in the presence of the bidders/their Authorized representatives who choose to attend, as per the activity schedule. **c)** Technical bids will be evaluated only for those bidders declared as

"qualified" as per the MEC. **d)** On completion of the Technical Bids evaluation, the date, time & venue of opening of their Commercial bids will be intimated to all shortlisted bidders. **e)** Commercial bids (indicative) of only the bidders shortlisted in the Technical bid evaluation will be opened by the Tender Opening Committee of LIC in the presence of the bidders/ their Authorized representatives who choose to attend.	"qualified" as per the MEC. **d)** On completion of the Technical Bids evaluation, the date, time & venue of opening of their Commercial bids will be intimated to all shortlisted bidders. **e)** Commercial bids (indicative) of only the bidders shortlisted in the Technical bid evaluation will be opened by the Tender Opening Committee of LIC in the presence of the bidders/ their Authorized representatives who choose to attend. **f)** The representatives of the bidders should carry the organization's photo identity card or a letter of authority bearing their photograph from the bidder organization to identify their credentials for attending the opening of the commercial Bids.

20) Bid Evaluation:

Original Clause	Revised Clause
a) LIC will evaluate the Bids submitted in response to the RFP and all supporting documents / documentary evidences as per the requirements stated in the RFP documents and its subsequent modifications (if any). **b)** LIC may ask for meetings with the Bidders to seek clarifications on their bids. **c)** Evaluation of the responses to the bids and subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC and will be binding on the bidders. LIC"s decision shall be final and no correspondence seeking clarifications about the decision shall be entertained.	Both Functional and Technical requirements will also be evaluated for the bidders separately for each Part. **a)** LIC will evaluate the Bids submitted in response to the RFP and all supporting documents / documentary evidences as per the requirements stated in the RFP documents and its subsequent modifications (if any). **b)** LIC may ask for meetings with the Bidders to seek clarifications on their bids. **c)** Evaluation of the responses to the bids and subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC and will be binding on the bidders. LIC"s decision shall be final and no correspondence seeking clarifications about the decision shall be entertained. **d)** Technicalities or minor irregularities in bids may be waived during evaluation if it is in LIC's best interest. The bidder may either be given an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or the deficiency waived if it is to LIC's advantage so.

Section–D: TERMS AND CONDITIONS

3) Site not ready (SNR) cases:

Original Clause	Revised Clause
In case the site is not found ready for installation upon the engineers visit, due to any reason(s) attributable to LIC, then the engineer will undertake following activities: (a) Open the consignment boxes and verify the deliverables as per Purchase order. (b) In case of complete delivery *(i.e. no short shipment of any component)*, conduct Power-On Self-Test (POST) and see the equipments are working properly. (c) After POST, seal the boxes again in presence of LIC officials who will sign the SNR. (d) Obtain a SNR certificate (as per the format attached herewith as Annexure-XIV) from the LIC office within the delivery and installation period else penalty defined as per clause 2 (d) above will be applicable. (e) In case of SNR, payments to the vendor will not be withheld for want of installation certificate. However, the vendor has to submit an undertaking that as and when the site is ready, the said equipments will be installed by the vendor within 7 days of being intimated that the site is ready. If installation is not done within the stipulated time-frame of 7 days, penalty of 0.3% of the total cost of the item(s) per day will be applicable from the 8th day onwards, subject to a maximum of 10% of the cost of that item(s (f) In case of any short shipment/equipment not functioning, LIC will not issue Site Not Ready (SNR) certificate but only Short Shipment Form (SSF) as per Annexure-XV will be issued. Vendor should arrange the delivery of the short shipment/faulty equipment within the delivery and installation period else, penalty defined as per clause 2(d) above will be applicable. (g) Any spare stocks procured by LIC will be treated under this clause.	In case the site is not found ready for installation upon the engineers visit, due to any reason(s) attributable to LIC, then the engineer will undertake following activities: (a) Open the consignment boxes and verify the deliverables as per Purchase order. (b) In case of complete delivery *(i.e. no short shipment of any component)*, conduct Power-On Self-Test (POST) and see the equipments are working properly. (c) After POST, seal the boxes again in presence of LIC officials who will sign the SNR. (d) Obtain a SNR certificate (as per the format attached herewith as Annexure-XIV) from the LIC office within the delivery and installation period else penalty defined as per clause 2 (d) above will be applicable. (e) In case of SNR, payments to the vendor will not be withheld for want of installation certificate. However, the vendor has to submit an undertaking that as and when the site is ready, the said equipments will be installed by the vendor within 7 days of being intimated that the site is ready. If installation is not done within the stipulated time-frame of 7 days, penalty of 0.3% of the total cost of the item(s) per day will be applicable from the 8th day onwards, subject to a maximum of 10% of the cost of that item(s). However, the vendor has to submit an undertaking that as and when the site is ready, the said equipments will be installed by the vendor within 14 days of being intimated that the site is ready. If installation is not done within the stipulated time-frame of 14 days, penalty of 0.3% of the total cost of the item(s) per day will be applicable from the 8th day onwards, subject to a maximum of 10% of the cost of that item(s) (f) In case of any short shipment/equipment not functioning, LIC will not issue Site Not Ready (SNR) certificate but only Short Shipment Form (SSF) as per Annexure-XV will be issued. Vendor

	should arrange the delivery of the short shipment/faulty equipment within the delivery and installation period else, penalty defined as per clause 2(d) above will be applicable. (g) Any spare stocks procured by LIC will be treated under this clause.

B. Other / General Terms and Conditions:

The Terms & Conditions mentioned in this section will be applicable to the Selected Bidder (Vendor) with whom LIC signs the contract as an outcome of this RFP process.

3) Performance Bank Guarantee (PBG):

Original Clause	Revised Clause
The selected vendor is required to submit a an Performance Bank Guarantee (PBG) to LIC in form of a Bank Guarantee equal to 10% of the total Contract Value. Format for submitting the Bank Guarantee is attached herewith as Annexure-XII. No interest shall be payable on the PBG amount. The required PBG should be submitted to LIC within 21 days from the date of letter issued by LIC for selection as the "selected vendor". The PBG shall be valid for the period of 63 months (including three months of claim period) from the date of submission of PBG to LIC. The PBG may be invoked for entire amount (or the portion as deemed fit by LIC to make good its losses) if the vendor backs-out of his obligations as per the contract, including refusal to execute PO or excessive delay in execution of Purchase order or vendor does not provide onsite-support etc. required as per this RFP. If vendor fails to submit the required PBG within 21 days period as mentioned above, penalty of Rs.5,000/- per day (subject to maximum penalty of Rs.50,000/-) will be imposed. In case the selected bidder fails to submit performance bank guarantee even after the elapse of 35 days from the date of letter issued for selection as the "selected vendor", LIC at its discretion, may cancel the allotment of the contract to the concerned bidder and allot the contract to the L2 bidder at L1 prices, so on and so forth. All the terms & conditions, stated in this RFP (and subsequent modifications, if any) will then be applicable to the L2/L3 bidders, so on and so forth. In case the tenure of servicing is extended beyond five years, the selected Vendor will be required to extend validity period of the PBG or submit a fresh PBG.	i. The selected vendor is required to submit a an unconditional and irrevocable Performance Bank Guarantee (PBG) to LIC in form of a Bank Guarantee equal to 10% of the total Contract Value. Format for submitting the Bank Guarantee is attached herewith as Annexure-XII. No interest shall be payable on the PBG amount. ii. The required PBG should be submitted to LIC within 21 days from the date of letter issued by LIC for selection as the "selected vendor". The PBG shall be valid for the period of 63 months (including three months of claim period) from the date of submission of PBG to LIC. The PBG may be invoked for entire amount (or the portion as deemed fit by LIC to make good its losses) if the vendor backs-out of his obligations as per the contract, including refusal to execute PO or excessive delay in execution of Purchase order or vendor does not provide onsite-support etc. required as per this RFP. iii. If vendor fails to submit the required PBG within 21 days period as mentioned above, penalty of Rs.5,000/- per day (subject to maximum penalty of Rs.50,000/-) will be imposed. In case the selected bidder fails to submit performance bank guarantee even after the elapse of 35 days from the date of letter issued for selection as the "selected vendor", LIC at its discretion, may cancel the allotment of the contract to the concerned bidder and allot the contract to the L2 bidder at L1 prices, so on and so forth. All the terms & conditions, stated in this RFP (and subsequent modifications, if any) will then be applicable to the L2/L3 bidders, so on and so forth. In case the tenure of servicing is extended beyond five years, the selected Vendor will be required to extend validity period of the PBG or submit a fresh PBG.

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

4) Signing of contract:

Original Clause	Revised Clause
The selected bidder (vendor) has to sign a contract with LIC as per the terms and conditions of the RFP on a Rs.**250/-** non-judicial stamp-paper. This initial contract will be called as the Master Service Agreement (MSA) which will act as the comprehensive contract document between LIC and vendor for all purpose/conditions related to the RFP. The MSA will be the permanent reference & the contract document (with subsequent modifications, if any). The modifications to the MSA will be mutually agreed and will be accommodated in the form of addendum/schedules to the MSA since procedural aspects, services etc. will be continuously evolving. On behalf of LIC, MSA will be signed by the Officials of Central Office, IT/BPR dept. Mumbai. No other contract will be required to be signed by any of other LIC-offices.	The selected bidder (vendor) has to sign a contract with LIC as per the terms and conditions of the RFP on a Rs.**500/-** non-judicial stamp-paper. This initial contract will be called as the Master Service Agreement (MSA) which will act as the comprehensive contract document between LIC and vendor for all purpose/conditions related to the RFP. The MSA will be the permanent reference & the contract document (with subsequent modifications, if any). The modifications to the MSA will be mutually agreed and will be accommodated in the form of addendum/schedules to the MSA since procedural aspects, services etc. will be continuously evolving. On behalf of LIC, MSA will be signed by the Officials of Central Office, IT/BPR dept. Mumbai. No other contract will be required to be signed by any of other LIC-offices.

9) Force Majeure Condition or Unforeseen events:

Original Clause	Revised Clause
a) For purposes of this clause, “force majeure” means an event beyond the control of the Bidder excluding those involving supplier's/OEM faults. Such events may include, but are not restricted to, acts of the government in its sovereign capacity, wars or revolutions, riots, labour and industrial disputes, fires, floods, epidemics, quarantine restrictions and freight embargoes. b) In case a Force Majeure situation arises, the Vendor shall immediately notify LIC of India in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the implementation of the agreement. c) Unless otherwise directed by LIC of India in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.	d) For purposes of this clause, “force majeure or Unforeseen events” means an event beyond the reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Vendor only)of the Bidder excluding those involving supplier's/OEM faults. Such events may include, but are not restricted to, acts of the government in its sovereign capacity, wars or revolutions, riots, labour and industrial disputes, fires, floods, epidemics, quarantine restrictions and freight embargoes. e) In case a Force Majeure situation arises, the Vendor shall immediately notify LIC of India in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the implementation of the agreement. The Vendor will make all reasonable efforts to minimize the effects of such circumstances on the performance of the contract. f) Unless otherwise directed by LIC of India in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance

	not prevented by the Force Majeure event. g) If non-performance or diminished performance by the Vendor due to the circumstances as per 9.b above continues for a period of more than ---- consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice. h) If the Contract is terminated: a. Each party will bear its own costs and neither party will incur further liability to the other; b. Where the Vendor is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of termination of the contract.

14) Ambiguities within the Document:

Original Clause	Revised Clause
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.	In case of ambiguities or discrepancies within this RFP, the following principles shall apply: i. apart from the clauses where specifically mentioned all other terms and conditions of the RFP are applicable. ii. as between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause; iii. as between the provisions of this RFP and its Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures; and iv. as between any value written in numerals and that in words, the value in words shall prevail.

Additional Points:

Sr.No.	Section/ Clause	Additional points/ Clauses
1	**Section-C: INSTRUCTIONS TO BIDDERS**	**1) General Instructions** 1. The Bidder may download the RFP documents from the websites mentioned below: a. LIC Website (licindia.in) – Tender Section b. Central Public Procurement Portal of GOI (https://eprocure.gov.in/cppp/) (https://eprocure.gov.in/cppp/tendersfullview/Mzk4MzU5A13h1OGQ2NzAxYTMwZTJhNTIxMGNiNmEwM2EzNmNhYWZhODk=A13h1OGQ2NzAxYTMwZTJhNTIxMGNiNmEwM2EzNmNhYWZhODk=A13h1MTU2MTUyODg0NQ==A13h1Q08vSVRCUFIvTlcvUkZQLzIwMTkyMC8wMSBEYXRlZCAzMHRoIE1heSAyMDE5A13h1MjAxOV9MSUNfNDQyNTk4XzE=) 2. 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. 3. The RFP provides an overview of the requirements, bidding procedures and contract terms. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidder must form their own conclusions about the solution keeping in view, LIC's requirements. Information contained in this RFP and corrigenda, if any, should be taken as guidelines for Bidders. 4. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice. 5. 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. LIC has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the work in order to submit viable Bids. However, LIC shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any corrigenda, nor of its being comprehensive or exhaustive. Nothing in this RFP or any corrigenda is indented to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any corrigenda, as applicable.

		7. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every aspect will be at the Bidder‘s risk and may result in rejection of the Bid. 8. In response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any. 9. All the terms and conditions and the contents of the RFP along with the Annexure(s), Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process. 10. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of LIC. Any notification of preferred Bidder status by LIC shall not give rise to any enforceable rights to the Bidder. 11. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications. 12. Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non-complaint and the Bid may be rejected. Hence, Bidders must: a. Include all required Documents, Certificates, etc. specified. b. Follow the format provided and respond to each element in the order as set out c. Comply with all requirements as set out. 13. LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP entered pursuant to the RFP and may request for additional information, if required from the Bidder. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof will be deemed to have been taken after considering commercial acumen and also taking into account that LIC does not guarantee or warrant suitability hereof or success to the bidder or any other person or party. **2) Partner** No consortium or joint bid or sub-contracting is allowed. Bidder needs to fulfill all the eligibility criteria and technical evaluation criteria in their individual capacity unless mentioned otherwise. However, this RFP permits the Bidder to deploy one or more partners with whom its relationship of the bidder pre-exists as on the date of bid submission. Nevertheless, for all purposes the Bidder will be overall responsible for performance of the Work as

		scoped under this RFP. Other conditions for this clause: Bidder needs to provide the following information in case he chooses partners: • Name, Address and Contact details of the Partner/s • Specific Role of the partner and division of work. • Details of Projects where Bidder has partnered with the entity in the past: Name of the client, Scope of Work, Duration of Project (in man months) Work executed by the Bidder, Work Executed by the Partner. • Details of past projects executed by the Partner : Client Name, Type of Service Provided, Duration of Project (in man months). • Power of Attorney will be submitted with the Eligibility Bid, authorizing the bidder as Prime Proponent to act on behalf of the partners for all legal and financial matters pertaining to this Bid and the resulting contract if any. • The Memorandum of Understanding (MOU) will also be submitted with the Eligibility Bid, between all the Partners and the prime proponent. **3) Issue of Corrigendum** i. LIC will endeavor to provide timely response to all queries in utmost good faith. However, LIC at its discretion may choose not to respond to the query which is not under purview of this RFP. ii. At any time prior to the last date for receipt of Bids, LIC may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP Document by issuing corrigendum. iii. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on LIC'S website www.licindia.in under Tender section and also on Central Public Procurement Portal of GOI under the link http://eprocure.gov.in.in/cppp/. iv. Any such corrigendum shall be deemed to be incorporated into this RFP. v. In order to allow Bidders a reasonable time to take the amendments if any, into account in preparing their Bids, LIC, at its discretion, may extend the last date for the submission of Bids. vi. Any change in the timelines as decided by LIC will be posted in LIC website and Central Public Procurement Portal of GOI. The Bidders, in their own interest are requested to check both websites regularly to know the updates. **a) Prices** a. Prices payable to the vendor will be fixed as derived from the Final L1 quote after Online Reverse Auction and will be exclusive of GST. Prices once fixed will be valid throughout the entire contract period. b. Escalation of Costs: The vendor will in no circumstance be entitled to any escalation of costs or price of any material / items supplied or services tendered under the contract.

		The prices will not be subject to variation on any account. **b) Taxes and Duties** a. Vendors will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST incurred until delivery of the contracted services to LIC, however LIC will provide requisite letters for road permits. b. GST, if any, will be reimbursed only in actual on production of appropriate receipts within 15 days of such tax payment to the respective authorities by the vendor. **c) Deduction of Taxes at Source** LIC will deduct taxes from the amounts due and payable to the vendor wherever applicable. LIC will provide vendor with the statement of any taxes deducted by LIC on payments under the contract. The vendor agrees to reimburse and hold LIC harmless from any deficiency including penalties and interest relating to taxes including recovery of any tax retrospectively that are its responsibility under this clause. For purposes of the contract, taxes shall include taxes incurred on transactions between LIC and the vendor. **d) 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.
	Section C: Clause 21- Rejection of non-compliant bid	***1. Eligibility Criteria Evaluation*** The Bidder needs to comply with all the eligibility criteria mentioned below in Stage 1 of the RFP to be eligible for evaluation in Stage 2. Non-compliance to any of these criteria would result in outright rejection of the Bidder‘s proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in "Annexure II Eligibility Criteria" Eligibility Evaluation Details. Any credential detail mentioned in "Annexure II Eligibility Criteria" and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters/ purchase orders/ contract copies should be appropriately bound, labelled and segregated in the respective areas. The Bidder needs to provide the minimum number of credentials mentioned in Annexure VI, but there is no restriction on the number of credentials a Bidder can provide. The decision of LIC would be final and binding on all the Bidders to this RFP. LIC may accept or reject an offer without assigning any reason what so ever. Evaluation Process will consist of following stages: a. Stage 1 – Eligibility Criteria Evaluation b. Stage 2 – Technical Bid Evaluation c. Stage 3 – Commercial Evaluation

		The evaluation will be based on: a. Ability to meet detailed Functional Requirements b. Ability to meet detailed Technical Requirements c. Implementation capabilities d. Support capabilities e. Total Cost ***2.* Eligibility Criteria Evaluation** a. The Bidder needs to comply with all the eligibility criteria mentioned below in section 3 of this RFP to be eligible for evaluation in Stage 2. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. b. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in **Annexure ---** - Minimum Eligibility Criteria. c. Any credential detail mentioned by the bidder in **Annexure II** Minimum Eligibility Criteria and not accompanied by relevant proof documents may not be considered for evaluation. d. All credential letters should be appropriately bound, labeled and segregated in the respective areas. The bidder needs to provide the minimum number of credentials as mentioned in Annexure II, but there is no restriction on the maximum number of credentials a Bidder can provide. e. The decision of LIC would be final and binding on all the Bidders to this RFP. f. LIC may accept or reject an offer without assigning any reason whatsoever
	Section C: Clause 23- Commercial Bid Evaluation Process	**Normalization of Bids** 1. LIC may, at its sole discretion, decide to seek more information from the Bidders in order to normalize the Bids. However, Bidders will be notified separately, if such normalization exercise is resorted to. 2. Normalization will be done to the extent possible and feasible to ensure that Bidders are meeting the requirements of the RFP to the extent possible and that the interest of LIC is protected. LIC reserves the right to normalize any or all of the technical bids. If such normalization has a bearing on the price, LIC may at its discretion ask the bidders eligible for technical evaluation to submit the technical and commercial bids once again for scrutiny. 3. The submissions can be requested by LIC in the following two manners: a. Incremental technical bid and/or incremental price submissions in part of the requested clarifications by LIC (or) b. Revised technical and/or price submissions of the part or whole Bid

		4. The process of normalization may be iterative till such time LIC is satisfied with the response of the Bidders. 5. Post the normalization process in case any Bidder has not quoted for any of the components, the response would be deemed to conclude that the unquoted components required for meeting the functional and technical requirements including the service levels specified in this RFP have been included in the total fixed cost in the Annexure-XI the Commercial Bid. 6. The Bidder by participating in this tender agrees to the normalization process being followed and adopted by LIC and has no reservation on the process adopted. In the event the Bidder has any query on the normalization process the same may be raised by the Bidder as part of the pre-bid queries. 7. This clause is applicable for only those items where the Bidder has quoted inadequately in terms of quantity or description or sizing, in such cases the bidder will provide the additional quantities at the same rates quoted in the price Bid. 8. This clause is not applicable for items where the Bidder has missed out quantities or scope items, in such cases the bidder will have to make good such items or scope at no additional cost to LIC. 9. LIC can repeat this normalization process at every stage of bid submission till LIC is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to LIC during this process. 10. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. LIC, at its discretion, will go through a process of normalization of the bids to the extent possible and feasible, to ensure that Bidders are more or less on the same technical ground. However, Bidders will be notified separately, if such normalization exercise is resorted to. After the normalization process, if LIC's technical evaluation team feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids, LIC may at its discretion ask all the technically short-listed Bidders to resubmit: • Incremental Technical and Commercial bids, or • Complete Technical and Commercial bids once again. LIC can repeat this normalization process several times at after each submission and subsequent evaluation of the technical submission, till LIC is satisfied. By responding to this RFP, the Bidders have agreed that they have no reservation or objection to the process & conditions of normalization and will participate in the normalization process and extend their cooperation to LIC during this process.
	Section C: Clause 24- Online Reverse Auction	**1) Notification Criteria** LIC will award contract to the Successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose bid has been determined to be responsive, and is the lowest

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price bid at the end of online reverse auction.

2) Right to Accept Any Proposal and To Reject Any or All Proposal(s)
LIC reserves the right to accept or reject any proposal and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for LIC’s action.

3) Notification of Award
After Online Reverse Auction, LIC will notify the successful bidder in writing, that its proposal has been accepted and send the Bidder the Contract Form incorporating all terms and conditions between the two parties. The Bidder, in turn, has to confirm the acceptance for the Offer made by LIC through mail or registered letter. LIC's decision in this matter will be final and binding.

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

LIC reserves the right to incorporate standard contract provisions and the contract shall at all times be compliant to:
• “Contract Agreement for Selection of System Integrators/ Implementation Agencies” http://deity.gov.in/content/rfp-standardization-model-rfps-and-guidance-notes
• Provision of the CVC and GOI on procurements
• General Financial Rules 2017 for contract management http://finmin.nic.in/the_ministry/dept_expenditure/gfrs/GFR2017.pdf

LIC reserves the right to incorporate standard contract provisions into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the Bidder, but may not substantially alter the requirements of this RFP. Further, the successful Vendor is to be aware that all material submitted in response to this RFP, as well as the RFP itself, will form a part the final contract. The selected Vendor(s) will sign a contract with LIC to provide the items named in their responses, at the prices listed. The Contract will be subject to review throughout its term. LIC will consider cancellation of contract upon discovery that the selected Vendor is in violation of any portion of the Contract, including an inability by the Vendor to provide the products, support and/or service promised in their response.

LIC reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the LIC.
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		a. LIC reserves the right at the time of award of contract and during the term of the contract to vary the quantity of services and goods specified in the RFP without any change in unit prices or other terms and conditions. b. LIC, at all times, reserve the right to modify, include or exclude procurement of products under consideration in this RFP if it is to LIC's advantage to do so. c. LIC reserves the right to shift/divert the equipment to other locations from where they are. In such cases, the warranty / AMC shall continue to be in force at the new location and the supplier has to continue to extend his support for the same at the new location. **5) Performance Bank Guarantee (PBG)** a) After finalization of the RFP process, the selected bidder should submit an unconditional and irrevocable performance bank guarantee (from a scheduled/ nationalized Bank) within 15 days of being intimated by LIC which should be equal to 20% of the final commercial quote by bidder at the end of online reverse auction for RFP line items. b) In case the selected bidder fails to submit performance guarantee within the time stipulated, LIC at its discretion may cancel the notification placed on the selected bidder without giving any notice. c) The PBG should be valid for the entire contract period from the date of its submission to LIC and an additional 3months from the date of notification. d) In case of extension of the contract by LIC, the vendor should submit fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity period of the tender. This should happen within one month prior to the expiry of the earlier PBG, unless otherwise intimated by LIC. e) Format for submitting the unconditional and irrevocable Bank Guarantee is attached herewith as Annexure I and should be executed by a Nationalized/ Scheduled bank acceptable to LIC and having Branches in Mumbai. f) The PBG will not carry any interest. g) The PBG may be required to be submitted in multiple numbers, if required by LIC. h) The PBG may be invoked for entire amount if the vendor backs-out of his obligations as per this tender or if the fresh PBG is not received by LIC one month prior to the expiry of the earlier PBG; apart from other actions that may be decided by LIC. i) The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract:

		i. The bidder fails to honour expected deliverables or part as per this RFP after issuance of PO ii. Any legal action is taken against the bidder restricting its operations iii. Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder. iv. LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions a. The performance guarantee will be discharged by LIC and returned to the issuing Bank with intimation to the Vendor not later than 60 days following the date of completion of the Vendor's performance obligations including any warranty obligations under the contract. b. In the event of any contract amendment, the Vendor shall, within seven days of agreeing to such amendment, furnish the amended performance guarantee, valid for 60 days beyond the duration of the Contract as amended, including warranty obligations.
	Section C: Clause 26- Right to Terminate the Process	**1) Disqualifications** LIC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has: a. Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements; b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; c. Submitted a proposal that is not accompanied by required documentation or is non-responsive; d. Failed to provide clarifications related thereto, when sought; e. Submitted more than one Proposal; f. Been declared ineligible by the Government of India/State/UT Government/ PSUs for corrupt and fraudulent practices or blacklisted. g. Submitted a Proposal with price adjustment/variation provision. **2) Consortiums or sub-contractor** No consortium bidding is allowed. LIC will not consider joint or collaborative proposals that require a contract with more than one prime Vendor. Bidder need to fulfill all the eligibility criteria and technical evaluation criteria in its individual capacity unless mentioned otherwise.
	Section D: Additional Points/ Clauses	**18. Contract Period: General obligations of the parties** The Selected vendor will, at all times: a. Act reasonably in performing its obligations;

		b. Diligently perform its respective obligations ;and c. Work together with LIC in a collaborative manner. **15) Obligations of the selected vendor** a. The Vendor will supply the Services: i. With due skill and care and to the best of the Vendor's knowledge and experience; ii. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, leading practice and guidelines; iii. Using the Specified Personnel; iv. In accordance with all applicable Laws; v. In accordance with any reasonable directions, in relation to the Services to be provided by the Vendor, given by LIC from time to time; vi. So as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay; b. The Vendor will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors. c. The Vendor will be obliged to work closely with LIC's staff, act within its own authority and abide by directives issued by LIC and undertake implementation activities. d. The Vendor will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated. **16) Warranties** The Vendor will have to represent and warrant that: a. It has the right to enter into the Contract resulting from this RFP; b. It has all rights, title, licenses, interests and property necessary to lawfully perform the Services; c. Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services; d. The Services will be complete, accurate and free from material faults; and e. It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into LIC's systems or any Deliverables any Harmful Code. **17) Conduct at LIC's premises** The vendor will, if using or accessing LIC's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at

		those premises or facilities whether specifically drawn to the attention of the Vendor or as might reasonably be inferred from the circumstances. **18) Documentation** **a. Provision of Documentation** The Vendor will provide LIC the comprehensive and complete documentation of and as specified in the Scope of Work in the format and at the times specified in the Scope of Work. **b. Documentation requirements** The documentation must at the time of delivery: a. Be current and accurate; b. Adequately explain key terms and symbols ;and c. Be in English. **19) Change in Constitution** Any Change in the constitution of the firm, etc. shall be notified forth with by the vendor in writing to LIC and such change shall not relieve any former member of the firm, etc., from any liability under the contract. **20) Monitoring progress** **a. Progress meetings** Regular review meeting will be held between vendor and LIC to discuss any issues in relation to the provision of the Services. The frequency of such progress meeting will be weekly during the implementation phase, monthly during next six months and quarterly thereafter unless any other frequency is agreed to by LIC in writing. **b. Reporting** The Vendor must provide LIC with reports in accordance with the Scope of Work. 4.9 Performance assessment **20.1 Assessment of Services** Each element of the Services is subject to assessment by LIC against the relevant Performance Criteria. **20.2 Notice of non-compliant Services**

		a. If LIC considers that all or part of the Services does not meet the specifications, LIC will notify the Vendor within7Business Days of assessing the Services against the specifications b. LIC will include reasons for the Services not meeting the specifications in the notice given under clause 'a' above. **20.3 Rectification of non-compliant Services** If LIC notifies the Vendor that all or part of the Services does not meet the Performance Criteria, the Vendor will: a. Take all necessary steps to ensure that the Services are promptly corrected; b. Give notice to LIC when the Services have been corrected; and c. Allow LIC to repeat the assessment of all or part of the Services against the specifications, within five Business Days after the date of the notice or such other time as agreed mutually in writing. **21) Intellectual Property Rights** **21.1 Third Party Material** The successful bidder must have ownership or obtain all necessary copyright and other Intellectual Property Right permissions before making any Third Party Material available as Auxiliary Material for the purpose of performance of services under this RFP and resulting contract. **21.2 LIC ownership of Intellectual Property Rights in Contract Material** **a)** All Intellectual Property Rights in the Contract Material shall vest in LIC; **b)** to the extent that LIC needs to use any of the Auxiliary Material provided by the Vendor to receive the full benefit of the Services (including the Contract Material), the Vendor grants to, or must obtain for, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material. **21.3 Responsibility of the successful bidder** It would be the responsibility of the successful bidder to ensure that it has legal, valid and current rights to provide all the deliverables as sought under this RFP. LIC acknowledges that save as expressly provided elsewhere in this RFP, all Intellectual Property Rights in relation to the software, its documentation, development, coding and any adaptations, translations and derivative work, whether a copyright, trade mark, patent, trade secret design or otherwise, provided to the LIC by the bidder during, in connection with or in relation to fulfilling its obligations under this RFP will belong to and shall remain a property of the bidder or its licensor, except under the condition when the LIC has taken possession of the software through its rights bestowed upon by the Escrow arrangement.

		21.4 Liability of the successful bidder The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project. The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against the LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. **21.5 IPR Warranty** The Vendor will warrant that: a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and b. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 4.9. **21.6 Remedy for breach of warranty** If a third party lays a claim for any partial or full ownership of any software or its components supplied by the bidder, which jeopardize, disrupt or endanger the LIC's right of uninterrupted use of the software, the bidder shall at no cost whatsoever to the LIC, (i) regularize the license so that the LIC may continue to use the software in accordance with the terms set out in the RFP and any subsequent Agreement, or (ii) modify the software without affecting the performance or functional aspects of the software in any manner, to avoid the infringement claim, or (iii) replace the software with an alternate, non-controversial and non-infringing product, without compromising the quality and functionality of the software to be replaced. The Vendor will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Vendor's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC. The LIC shall not be held liable for and would be absolved of any responsibility or claim/litigation arising out of the use of any third party software or its components or modules supplied by the bidder in terms of requirements of this RFP. **21.7 Patent Rights and other litigation costs** In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the systems or any parts thereof

		with relation to the contract deliverables, in LIC‘s country, the Vendor will act expeditiously to extinguish such claim. If the Vendor fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Vendor will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Vendor of such claim, if it is made, without delay as when received. In no event shall LIC be liable for any indirect, incidental or consequential damage or liability, under or in connection with or arising out of this RFP, or out of any subsequent agreement relating to any hardware, software and services delivered. For this purpose it would be immaterial how such liability may arise, provided that the claims against customers, users and service providers of LIC are considered as a direct claim **22) Moral Rights** **22.1 Obtaining consents** To the extent permitted by applicable Laws and for the benefit of LIC, the Vendor will: • Give, and • Use its best endeavors to ensure that each of the Personnel used by the Vendor in the production or creation of the Contract Material gives, genuine consent in writing, in a form acceptable to LIC, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights. **22.2 Specified Acts** In this clause, Specified Acts means: a. Falsely attributing the authorship of any Contract Material, or any content in the Contract Material(including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act,1957); b. Materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material; c. Reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and d. Adding any additional content or information to the Contract Material. **23) Liability** Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC, the Supplier/vendor shall not be liable to LIC, whether in contract tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/vendor to pay liquidated damages to LIC and the aggregate liability of the

		Supplier/vendor to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. **24) Confidentiality and privacy** **24.1 Confidential Information not to be disclosed** a. Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding firms or their representatives or to any other person not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its proposal. b. The vendor including but not limited to its personnel, agents and associates, is bound by the conditions of the Non-Disclosure Agreement submitted by the vendor in response to the RFP as per **Annexure VIII NDA**. c. During the execution of the project, the vendor will have access to confidential information of LIC such as servers, applications, network design, architecture etc. The vendor shall use the same degree of care to maintain the confidentiality of the information as if the information is its own and shall not disclose information at any point of time to any other person/third party the information so received. The vendor will: d. Use the information only for serving LIC's interest and restrict disclosure of information solely to their employees on a need to know basis in order to accomplish the purpose stated in this RFP, e. Advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to honour these obligations. f. The vendor will treat as confidential all data and information about LIC, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of LIC. g. Violation of NDA will lead to forfeiture of performance Bank guarantee and will additionally lead to legal action and blacklisting. **24.2 Exceptions to obligations** The obligations on the parties under this clause will not be taken to have been breached to the extent that Confidential Information: a. is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract; b. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities; c. is disclosed by LIC; d. is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/ Assembly;

		e. is authorized or required by law to be disclosed; or f. is in the public domain otherwise than due to a breach of this clause . g. is lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential h. is independently developed by the Recipient without use or reference to such Confidential Information **24.3 Obligations on disclosure** Where a party discloses Confidential Information to another person: a. Pursuant to clauses a) and b) of 24.2 above, the disclosing party must: notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or b. Pursuant to clauses c) and d) of 24.2 above, the disclosing party must notify the receiving party that the information is Confidential Information. **24.4 Additional confidential information** a. The parties may agree in writing after the date of the contract that certain additional information is to constitute Confidential Information for the purposes of the contract. b. Where the parties agree in writing after the date of the contract that certain additional information is to constitute Confidential Information for the purposes of the Contract, this documentation is incorporated into, and becomes part of the contract, on the date by which both parties have signed this documentation. **24.5 Period of confidentiality** The obligations under this clause 24 will continue, notwithstanding the expiry or termination of the contract for: a. Any item of information, for the contract period and one year thereafter; and b. Any information which the parties agree in writing after the date of the contract is to constitute Confidential Information for the purposes of the contract, for the period agreed by the parties in writing in respect of that information. **25) Protection of personal information** **25.1 Application of the clause** This clause applies only where the Vendor deals with personal information when, and for the purpose of, providing Services under the contract. **25.2 Obligations** The Vendor acknowledges that it will use or disclose personal information obtained during the course of providing Services under the contract, only for the purposes of the contract.

		26) Security **26.1 Compliance with LIC requirements** The Vendor will ensure that its Personnel comply with: a. All relevant security and other requirements specified in LIC's Information Security Policy; b. Any other security procedures or requirements notified, in writing, by LIC to the Vendor. The Vendor must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice. c. Any regulatory guidelines about IT security issued by Regulator. **26.2 Security clearance** a. LIC may, from time to time, notify the Vendor of the level of security or access clearance applicable to the Vendor's Personnel, and the date from which, or the period during which, that clearance will be effective and the Vendor must comply with and ensure its Personnel act in accordance with that notice. b. Bidder will be responsible for all costs associated with obtaining security clearances. **26.3 Removal of LIC Data** The Vendor will not, and will ensure that its Personnel do not: a. Remove LIC Data or allow LIC Data to be removed from LIC's premises ;or b. Take LIC Data or allow LIC Data to be taken outside LIC's premises. **27) Books and records** **27.1 Vendor to keep books and records** The Vendor will: a. Keep adequate books and records, in accordance with Indian Accounting Standards, in sufficient detail, to enable the amounts payable by LIC under the contract to be determined; b. Also maintain and retain books and records as mandated by any other law and the same would be made available to LIC **27.2 Costs** The Vendor will bear the costs of complying with the clause 27. **28) Dispute Resolution** **28.1 Reconciliation Process** a. If a dispute arises in relation to the conduct of the Contract (Dispute), a party must comply with this clause before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause.

		b. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. **28.2 Notification** A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute. **28.3 Parties to resolve Dispute** During the 30 days after a notice is given under clause 28.2(or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then, any such dispute or difference whatsoever arising between the parties to the contract out of or relating to the construction, meaning, scope, operation or effect of the contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction of Mumbai High Court only. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Mumbai only. No interest will accrue on any amount during the arbitration proceedings. Any legal dispute will come under the sole jurisdiction of Mumbai High Court only. **28.4 Confidentiality** Any information or documents disclosed by a party under the clause 28: a. Must be kept confidential; and b. May only be used to attempt to resolve the Dispute. **28.5 Costs** Each party to a Dispute must pay its own costs of complying with the clause 28. The parties to the Dispute must equally pay the costs of the arbitrator. 28**.6 Termination of process** A party to a Dispute may terminate the dispute resolution process by giving notice to the other party after it has complied with the provision of the clause 28. Clauses 28.4 and 28.5 survive termination of the dispute resolution process.

		28.7 Breach of this clause If a party to a Dispute breaches provision of the clause 28, the other party does not have to comply with those clauses in relation to the Dispute. **29) Termination** **29.1 Right to terminate** If Vendor fails to comply with the clause 4.8 for Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract by giving the Vendor written notice of 15 days. **29.2 Termination and reduction for convenience** a. LIC may, at any time, by a prior written notice of 30 days, **terminate** the contract or reduce the scope of the Services. b. On receipt of a notice of termination or reduction of scope, the Vendor must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect LIC Material and Contract Material; and continue work on any part of the Services not affected by the notice. c. If the contract is terminated under the contract, LIC is liable to make payment only for Services rendered before the effective date of termination; d. If the scope of the Services is reduced, LIC's liability to pay the Service Charges or to provide LIC Material abates in accordance with the reduction in the Services. e. LIC is not liable to pay compensation under clause c) above for an amount which would, in addition to any amounts paid or due, or becoming due, to the Vendor under the contract, exceed the total Service Charges payable under the contract. The Vendor is not entitled to compensation for loss of prospective profits. f. The systems that are complete and ready for delivery within 30 days after the Vendor's receipt of notice of termination shall be accepted by LIC at the Contract terms and prices. For the remaining systems, LIC may choose to have any portion completed and delivered at the Contract terms and prices, and/or to cancel the remainder and pay to the Vendor an amount mutually agreed for partially completed systems and for materials and parts previously procured by the Vendor. **29.3 Termination by LIC for default** Notwithstanding what has been stated in clause 4.20.2 of this RFP LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part if the Vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Vendor fails to perform any other obligation(s) under the Contract. In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Vendor shall be liable to LIC for any excess costs for such similar systems

		or Services. However, the Vendor shall continue the performance of the Contract to the extent not terminated. **29.4 Termination for Insolvency** LIC may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC. In case of termination under this clause LIC is liable to pay for all the services performed by the Vendor till the effective date of termination. **29.5 After termination** On termination of the contract the Vendor must: a. Stop work on the Services; b. deal with LIC Material as directed by LIC; and c. return all LIC's Confidential Information to LIC **29.6 Survival** The following clauses survive the termination and expiry of the contract: a. Intellectual Property Rights; b. Indemnity; c. Insurance; d. Confidentiality and privacy; e. Protection of personal information; f. Security; g. Audit and access ;and h. Knowledge transfer i. Warranty **29.7 Severability** If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as closely as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

		29.8 Termination does not affect accrued rights Termination of the contract does not affect any accrued rights or remedies of a party. **29.9 Consequences of Termination of the Selected Bidder:** In the event of termination of the selected bidder(vendor) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach. The terminated vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for continuity of the project during the period of transition. This period of transition shall not exceed six months from the effective date of termination. Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the RFP that are expressly or by implication intended to come into or continue in force on or after such termination. **29.10 Business continuity beyond contract period** At the end of the contract period the vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for business continuity. **29.11 Knowledge transfer** Subject to any qualification or provision to the contrary in the Scope of Work, the Vendor must provide the following assistance to LIC on termination or expiration of the contract: a. Transferring to or providing LIC access to all information stored by whatever means held by the Vendor or under the control of the Vendor in connection with the contract ;and b. Making Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions will be at the sole discretion of LIC, provided that any matter discussed is not considered to reveal any 'Commercial-in- Confidence' information of the Vendor. c. The Parties agree that duration of Knowledge transfer shall in no event exceed 90 days. **30) Notices and other communications** Any notice given by one party to the other pursuant to the contract shall be sent to other party in writing or by email.

		30.1 Service of notices A Notice must be: a. In writing, in English and signed by a person duly authorized person of either party; And b. Hand delivered or sent by prepaid post to the recipient's address for Notices, as varied by any Notice given by the recipient to the sender. **LIC's Address for Project specific Technical notices** Executive Director (IT/BPR) LIC of India, Central Office, 2nd Floor, "Jeevan Seva Annexe", Santacruz (W), S. V. Road, Mumbai – 400054 Notices served at any address other than above shall not be treated as served or delivered. The successful bidder shall provide the contact details of their officials for similar communication from LIC. **30.2 Effective on receipt** A Notice given in accordance with the contract takes effect when it is acknowledged to be received at the respective addresses mentioned above. The notice will be taken to be received: a. If hand delivered, on delivery; b. If sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside India); **31) Miscellaneous** **31.1 Varying the Contract** The contract may be varied only in writing signed by each party. **31.2 Approvals and consents** Except where the contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under the contract. **31.3 Assignment and novation** A party may only assign its rights or novate its rights and obligations under the contract with the prior written consent of the other party. **31.4 Further action** Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to the contract and any transaction contemplated by it.

		31.5 Waiver Waiver of any provision of or right under the contract: a. must be in writing signed by the party entitled to the benefit of that provision or right; and b. Is effective only to the extent set out in any written waiver. **31.6 Relationship** a. The parties must not represent themselves, and must ensure that their officers, employees, and agents do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise be able to bind or represent the other party. b. The contract does not create a relationship of employment, agency or partnership between the parties. **31.7 Announcements** a. The Vendor must, before making a public announcement in connection with the contract or any transaction contemplated by it, obtain LIC's written agreement to the announcement. b. If the Vendor is required by law or a regulatory body to make a public announcement in connection with the contract or any transaction contemplated by the contract the Vendor must, to the extent practicable, first consult with and take into account the reasonable requirements of LIC. **31.8 Governing law and jurisdiction** The contract shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction specified in Item .... of the Contract Details and hence, any legal dispute will come under the jurisdiction of Mumbai High Court only. **31.9 Performance Guarantee** The proceeds of the unconditional and irrevocable performance guarantee shall be payable to LIC as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract. The unconditional and irrevocable performance guarantee will be discharged by LIC and returned to the issuing Bank with intimation to the Vendor not later than 90 days following the date of completion of the Vendor's performance obligations including any warranty obligations under the contract. In the event of any contract amendment the Vendor shall within seven days of receipt of such amendment furnish the amendment to the unconditional and irrevocable Performance guarantee rendering the same valid for the duration of the Contract as amended for 90 days after the

		completion of performance obligations including warranty obligations. In the event of any replacement of defective software systems / defective deliverables or part as per this RFP after issuance of PO during the warranty period, the warranty for the replaced material shall be extended to a further period of --- year and the unconditional and irrevocable Performance Bank Guarantee for proportionate value shall be extended by 90 days over and above the extended warranty period.