



**Request for Proposal  
for  
Annual Maintenance Contract of IT Hardware  
located at different offices of  
Life Insurance Corporation of India**

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**RFP REF: LIC/CO/IT-BPR/HW/AMC/2016-17/06 Dated: 14/02/2017**

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

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## Definitions & Abbreviations:

### 1. Definitions

|                             |                                                                                                                                                                                                                                                                         |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LIC</b>                  | means without limitation the “Life Insurance Corporation of India” (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Corporate Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021 |
| <b>Bidder</b>               | System Integrator /Original Equipment Manufacturer/ Company in its individual right.                                                                                                                                                                                    |
| <b>Agreement</b>            | The contract signed between the LIC and the Selected vendor and all the attached documents. The “Agreement” includes the RFP, subsequent modifications to the RFP, response of the selected vendor to the RFP and the contract document itself.                         |
| <b>Authorized Signatory</b> | The person authorized by the company’s Board/ Managing Director/ Director for signing the bid documents on behalf of the company                                                                                                                                        |
| <b>Working Day</b>          | shall be construed as a day excluding Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India                                                                                     |
| <b>Day</b>                  | Calendar Day                                                                                                                                                                                                                                                            |
| <b>Clarifications</b>       | Means Addenda, corrigenda and clarifications to the RFP                                                                                                                                                                                                                 |
| <b>Contract Value</b>       | The AMC Value of the Hardware items for which AMC support is required                                                                                                                                                                                                   |
| <b>L1 quote</b>             | Lowest price discovered in through Commercial Bid/ Online Reverse Auction                                                                                                                                                                                               |
| <b>L1 Bidder</b>            | Bidder with L1 quote discovered after the Online Reverse Auction.                                                                                                                                                                                                       |
| <b>Hardware</b>             | Servers, Desktop PCs, Laptops, I-Pads, Dot Matrix Printers, Line Printers, Laser jet Printers, Inkjet Printers, Color Printers, Multi Function Printers, Scanners, LCD Projectors, etc.                                                                                 |

## 2. Abbreviations

| Abbreviations | Description                         | Abbreviations | Description                     |
|---------------|-------------------------------------|---------------|---------------------------------|
| #             | Serial Number                       | NDA           | Non-Disclosure Agreement        |
| AIO           | All-in-One Desktop                  | NPM           | National Project Manager        |
| AMC           | Annual Maintenance Contract         | OEM           | Original Equipment Manufacturer |
| AS (IT)       | Assistant Secretary (IT), LIC       | OS            | Operating System                |
| B & AC        | Bancassurance & Alternate Channel   | P&GS          | Pension & Group Schemes         |
| BO            | Branch Office, LIC                  | PBG           | Performance Bank Guarantee      |
| BOM           | Bill of Material                    | PC            | Personal Computer               |
| CD            | Compact Disk                        | PDI           | Pre Dispatch Factory Inspection |
| CO            | Central Office, LIC                 | PO            | Purchase Order                  |
| CSDC          | Centralized Service Delivery Centre | PO VALUE      | Purchase Order Value            |
| HW            | Hardware                            | POC           | Proof Of Concept                |
| DO            | Divisional Office, LIC              | RFP           | Request for Proposal            |
| EMD           | Earnest Money Deposit               | RHEL          | Red Hat Enterprise Linux        |
| HCTM          | Hardware Complaint Tracking Module  | RM (IT)       | Regional Manager (IT), ZO, LIC  |
| IT            | Information Technology              | SI            | System Integrator               |
| MAF           | Manufacturers' Authorization Form   | SLA           | Service Level Agreement         |
| Manager(IT)   | Manager (IT), DO, LIC               | SO            | Satellite Office, LIC           |
| MASH          | Metro Area Servicing Hub, LIC       | SPCB          | State Pollution Control Board   |
| MDC           | Management Development Centre       | SPOC          | Single Point of Contact         |
| MS            | Microsoft                           | STC           | Sales Training Centre, LIC      |
| CZ            | Central Zone                        | ZO            | LIC Zonal Office, LIC           |
| EZ            | Eastern Zone                        | ZTC           | Zonal Training Centre, LIC      |
| ECZ           | East Central Zone                   | CST           | Central Sales Tax               |
| NZ            | Northern Zone                       | VAT           | Value Added Tax                 |
| NCZ           | North Central Zone                  | PVC           | Poly vinyl Chloride             |
| SZ            | Southern Zone                       | BFR           | Brominated flame retardant      |
| SCZ           | South Central Zone                  | PAN           | Permanent Account Number        |
| WZ            | Western Zone                        | INR           | Indian National Rupee           |

### A. Invitation to Bid

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

The participation can be from:

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

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

## B. Instructions to the Bidders

### 1. Scope of Work

AMC of Hardware for **Financial Years 2017-2020, i.e. from 01/04/2017 to 31/03/2020**. The Hardware is located at various locations viz. CO/ ZO/ DO/ BO/ SO of LIC of India, spread across the country. The details of the same are available in the Organization Set up clause. All these locations for AMC of the Hardware are divided into four Groups of as below:

|                            | GROUP-I<br>(NZ, NCZ, CZ) |                     | GROUP-II<br>(EZ, ECZ) |                     | GROUP-III<br>(WZO, CO) |                     | GROUP-IV<br>(SZO, SCZO) |                     |
|----------------------------|--------------------------|---------------------|-----------------------|---------------------|------------------------|---------------------|-------------------------|---------------------|
| Hardware Item              | No. of Machines          | Cost of H/W (Crore) | No. of Machines       | Cost of H/W (Crore) | No. of Machines        | Cost of H/W (Crore) | No. of Machines         | Cost of H/W (Crore) |
| SERVER                     |                          |                     |                       |                     |                        |                     |                         |                     |
| LINE PRINTER               |                          |                     |                       |                     |                        |                     |                         |                     |
| PC                         |                          |                     |                       |                     |                        |                     |                         |                     |
| DMP                        |                          |                     |                       |                     |                        |                     |                         |                     |
| MFP, Laserjet , Inkjet     |                          |                     |                       |                     |                        |                     |                         |                     |
| SCANNER                    |                          |                     |                       |                     |                        |                     |                         |                     |
| LAPTOP                     |                          |                     |                       |                     |                        |                     |                         |                     |
| AIOs                       |                          |                     |                       |                     |                        |                     |                         |                     |
| I-Pads                     |                          |                     |                       |                     |                        |                     |                         |                     |
| <b>Total for the Group</b> |                          |                     |                       |                     |                        |                     |                         |                     |

Financial year wise quantities are mentioned in Annexure-Commercials. The quantities may vary during the AMC period due to buyback provision or any unforeseen event.

The scope of work is:

- To undertake the AMC of all the Hardware equipment(s) and peripherals under the allotted Group,
- Provide Onsite support and monitoring all breakdown complaints of hardware equipment's, peripherals with the help of Modules provided by LIC.

The above is only a gist. However, for undertaking the AMC of the Hardware, the Vendor has to refer the detailed Terms and Conditions, SLAs mentioned as per the attached AMC Document, which will be signed by the successful Bidder of each Group and LIC .

### 2. Qualification Criteria

Only the bidders who meet all the qualifications mentioned in Section "Eligibility Criteria" of this RFP are eligible to participate in the RFP. The bidders who qualify as per the conditions mentioned in the Eligibility Criteria will be Empanelled as Hardware Service Vendor (HSV).

### 3. Empanelment Period

The Empanelment of the Vendors will be valid upto **31/03/2020**. However the AMC document has to be signed by the Vendor every year during each financial year incorporating any changes in the AMC document that might be in vogue at that time. LIC may decide to reduce the validity period of Empanelment or may cancel the Empanelment before the expiry of the validity of the Empanelment Period. The decision of LIC in this matter will be final.

#### **4. Response to the Bid**

The terms and conditions for the bidders who participate in this RFP are specified in the Section named "Terms and Conditions". Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications issued, if any, will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure(s), clarifications issued will form the part of the work orders/any resulting contracts, to be issued to the successful bidder/s from time to time as an outcome of this RFP Process.

#### **5. Cost of Bidding**

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

#### **6. Relationship between LIC and the bidders**

It is clarified that no binding relationship exists between any of the bidders and LIC of India till the execution of a contractual agreement.

#### **7. Information provided in the RFP**

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

#### **8. Bid Processing Fee**

Eligible and interested bidders shall download the soft copy of the bid document containing all the Annexures and submit the Bid Processing Fee (non-refundable) of **Rs. 10,000/-** in the form of a Demand Draft drawn on Nationalized/Scheduled bank in favour of **LIC of India**, payable at **Mumbai**, along with the bid. Any bid submitted without Bid Processing Fee will be summarily rejected.

#### **9. Pre Contract Integrity Pact**

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

## 10. Activity Schedule

| #                                                                                                                                                                                                                                  | Activity                                       | Details                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                                                                                                                                                                                                                  | RFP Reference & date                           | <b>RFP REF: LIC/CO/IT-BPR/HW/AMC/2016-17/06 Dated: 14/02/2017</b>                                                                                                                                                                                                                                                                                                                                                                                     |
| 2                                                                                                                                                                                                                                  | Bid Processing Fee (non-refundable)            | Rs. 10,000/- (Rs. Ten Thousand Only) by way of Demand Draft, issued in favour of "LIC of India", drawn on any Nationalized / Scheduled bank payable at "Mumbai" shall be submitted with the Bid.                                                                                                                                                                                                                                                      |
| 3                                                                                                                                                                                                                                  | Address for submission of Bid                  | <b>The Executive Director (IT/BPR),<br/>LIC of India, Central Office, IT Department,<br/>Jeevan Seva Annexe building, 2nd floor,<br/>SV Road, Santacruz (W), Mumbai - 400 054</b>                                                                                                                                                                                                                                                                     |
| 5                                                                                                                                                                                                                                  | Bid Submission Date & Time                     | <b>On Wednesday, 08/03/2017 , latest by 3:30 p.m.</b>                                                                                                                                                                                                                                                                                                                                                                                                 |
| 6                                                                                                                                                                                                                                  | Last Day and time for receiving queries on Bid | <b>Saturday, 18/02/2017.</b>                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 7                                                                                                                                                                                                                                  | Pre Bid meeting (by pre-registration only)     | <b>On Wednesday, 22/02/2017 from 03.00 p.m. to 04.00 p.m. in the meeting room LIC of India, Conference Room, Central Office, IT Department, Jeevan Seva Annexe, 3rd floor, S V Road, Santacruz (W), Mumbai – 400054.</b><br><b>Only 2 representatives</b> of the bidder will be allowed to attend the meeting and the names of the attendees will have to be informed to the mail id as mentioned in <b>column 10 on or before Monday 18/02/2017.</b> |
| 8                                                                                                                                                                                                                                  | Eligibility Bid opening date/time/ venue       | The Eligibility Bids will be opened by the Tender opening committee of LIC in the presence of the bidders/ representatives who choose to attend, <b>at 3.30 p.m. on Wednesday, 08/03/2017</b> , at the above mentioned address.                                                                                                                                                                                                                       |
| 9                                                                                                                                                                                                                                  | Commercial Bid                                 | The Commercial Bids of the qualified bidders will be opened of the Eligible Bidders on the notified date by the Tender Opening Committee of LIC in the presence of the bidders/ their representatives who choose to attend.                                                                                                                                                                                                                           |
| 10                                                                                                                                                                                                                                 | Online Reverse Auction                         | The Online Reverse Auction (ORA) will be conducted after the opening of the Commercial Bids and the business rules and schedule of the ORA will be notified separately.                                                                                                                                                                                                                                                                               |
| 11                                                                                                                                                                                                                                 | Mail-id for correspondence                     | E-mail ID: <b>co_ithwtender@licindia.com</b>                                                                                                                                                                                                                                                                                                                                                                                                          |
| 12                                                                                                                                                                                                                                 | LIC's Official website                         | <b><a href="http://www.licindia.in">http://www.licindia.in</a></b>                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Important: The above schedule is tentative only and subject to change. Any change in the activity schedule will be notified through our LIC's official website <a href="http://www.licindia.in">http://www.licindia.in</a>.</b> |                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

## 11. Pre-Bid Meeting & Clarifications

- a) LIC shall hold a pre-bid meeting with the prospective bidders as stated in Activity Schedule. Maximum two representatives per bidder will be allowed to attend the meeting and the names of the attendees will have to be informed to LIC by the bidder/ prospective bidder through the mail id for correspondence as mentioned in the Activity Schedule, two working days in advance. Representatives of the bidder(s) attending the pre-bid meeting will have to bring their company Identity Cards at the time of pre-bid meeting for verification.
- b) The Bidders will have to ensure that all their queries are submitted in one consolidated mail in a single excel sheet as per the **format** below, latest by the date & time mentioned in the Activity Schedule. Kindly note that file size should not exceed 1MB.

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



- c) Clarifications, if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document have to be obtained by the bidder till the pre-bid meeting only. Thereafter, no representations/ queries will be entertained in this regard. Later on if any issue(s) arise LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.
- d) LIC shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by LIC.
- e) At any time prior to the last date for receipt of bids, LIC may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document by clarifications.
- f) Clarifications (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document and would be notified on the official web-site of LIC ([http://www.licindia.in/tender\\_notice.htm](http://www.licindia.in/tender_notice.htm)).
- g) In order to provide prospective bidders reasonable time for taking the clarifications into account, LIC may, at any time prior to the date of bid submission extend the date for the submission of Bids.
- h) Requests for clarification on telephone will not be entertained.

## 12. Earnest Money Deposit

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

**Table A**

|                          |                       |
|--------------------------|-----------------------|
| By way of Demand Draft   | Rs. 10,00,000/-       |
| By way of Bank Guarantee | Rs. 15,00,000/-       |
| <b>Total EMD Amount</b>  | <b>Rs.25,00,000/-</b> |

- a) EMD will be refunded to the Selected Vendors only after submission of PBG by the selected vendors. No interest will be paid on the EMD.
- b) The EMD of those Bidders who do not qualify as the AMC Vendor, will be refunded to them without interest after the procedure for selection of Vendors is over.
- c) The EMD submitted by the bidder may be forfeited in full or part , as decided by LIC, if:
  - i. The bidder qualifies and backs out of the L1 quotes.
  - ii. The soft copies of the item specifications commercial are not submitted or not readable or only blank CD is submitted.
  - iii. The commercial bid format is found to be without password or with different password.
  - iv. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in the relevant Clause mentioned in this RFP.
- v. If the Bidder backs out of the quotes before acceptance of the Contract, the Bidder will be blacklisted and EMD of the bidder will be forfeited.

## 13. Instructions for Bid Submission

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

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

**Bidder Name:-** \_\_\_\_\_

**“Eligibility Bid for RFP REF: LIC/CO/IT-BPR/HW/AMC/2016-17/06 Dated: 14/02/2017”**

- b) **Commercial Bid** –The Bidder will have to submit\_ Hardcopy & Softcopy on CD in a separate sealed envelope super-scribed as:

**Bidder Name:- \_\_\_\_\_**

**“COMMERCIAL BID FOR RFP REF: LIC/CO/IT-BPR/HW/AMC/2016-17/06 Dated: 14/02/2017 “**

**Please Note that Quotes MUST NOT BE INDICATED in the Eligibility Bid but should only be indicated in the Commercial Bid failing which the Bid may be rejected.**

- c) All the envelopes and covers should indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder.
- d) All hardcopies must be spirally bound and serially numbered.
- e) The hardcopies of the bid (all documents and Annexures submitted as a part of bid or called for by the LIC) must be duly signed on each page and stamped on each page. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for an un-amended printed literature.
- f) The bid will be treated as legally void and will be rejected if:
- Bid is not signed by the duly authorized person or
  - Bid submitted is unsigned or partially unsigned or
  - An image of signature found pasted on pages instead of wet signature or
  - Scanned bid is submitted
- g) By submitting a signed bid, the bidder’s signatory certifies that in connection with this RFP:
- The bidder’s organization or an agent of the bidder’s organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition,
  - The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder’s organization or by any agent of the bidder’s organization, directly or indirectly, to any other respondent or to any competitor,
  - No attempt has been made or will be made by the bidder’s organization or by any agent of the bidder’s organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- h) **Non-Disclosure Agreement (NDA)**  
The bidder shall submit a duly notarized Non-Disclosure agreement on a stamp paper of Rs.250/- (Rupees two hundred fifty only) (either in the form of Stamp Paper of Rs. 250/- or franking of same value) as per the format given in Annexure-IV duly signed by the Authorized Signatory of the Company.
- i) **Language of Bid**  
The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and LIC shall be in English language. As far as numbers are concerned the same should be in English Numerals.
- j) **Bid Currencies**

The Bidder will have to submit the AMC quote in percentage (upto two decimal places) of the Hardware cost. The base line for the quote is 10.00 %. Hence, the bidder will have to submit the quote **below 10.00 %** in the Commercial Annexure.

**k) Arithmetical errors**

In case the rates are quoted in numerals as well as in words, the rates quoted in numerals will be considered for evaluation.

l) The original Bid shall be typed on 8.5" by 11" (A4 size) paper in indelible ink.

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

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

o) The contents of the Soft copies submitted in the CD and the contents of the Hard copies shall be exactly the same for the Eligibility bid and Commercial Bid. However the contents of the hard copy will prevail.

p) During Eligibility 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 the opening of the 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.

#### **14. Commercial Bid**

- a) The quotes have to be submitted in the commercial bid format only. Bidder should note that quotes should be in number upto two decimal places only.
- a) The estimated quantities for AMC are mentioned in the Commercial Bid Document **Annexure-Commercial**. The quantities are indicative for each line item. It may vary depending on policy decisions taken by LIC from time to time.

#### **15. Documents Required for the Bid Submission**

**a) Eligibility Bid:**

| <b>Empanelment as Hardware Servicing Vendor for AMC (Hardcopy and Softcopy on CD)</b> |                                                                             |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b>1</b>                                                                              | <b>Demand Draft of Rs. 10,000/- as Bid Processing Fee (Non-refundable)</b>  |
| <b>2</b>                                                                              | <b>Annexure EC (1) along with the annexures</b>                             |
| <b>3</b>                                                                              | <b>Power of Attorney -Authorizing for signing the Bid and the Annexures</b> |
| <b>4</b>                                                                              | <b>Pre Contract Integrity Pact</b>                                          |
| <b>5</b>                                                                              | <b>Non-Disclosure Agreement (NDA)</b>                                       |
| <b>6</b>                                                                              | <b>Annexure – EC (2) : (For each Service Partner)</b>                       |
| <b>7</b>                                                                              | <b>Earnest Money Deposit (EMD) – <u>Part-D of Annexure-VII</u></b>          |
| <b>8</b>                                                                              | <b>Annexure-III- Escalation Matrix</b>                                      |

**b) Commercial Bid**

|          |                                                                            |
|----------|----------------------------------------------------------------------------|
| <b>1</b> | <b>Commercial bid – Annexure Commercial (Hardcopy and Softcopy on CD),</b> |
|----------|----------------------------------------------------------------------------|

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

#### **16. Clarification on Bids**

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

#### **17. Modification and Withdrawal of the Bids**

No bid can be modified or withdrawn by a bidder, after the submission of the bid. The bid and all the supporting documents submitted by the bidders shall be the property of LIC.

#### **18. Compliant Bids / Completeness of Response**

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

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. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.

#### **19. Bid Validity Period**

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

#### **20. Late Bids**

Bids received after the date and time specified in the Activity Schedule will not be considered and will be rejected.

#### **21. Procedure for opening of the bids**

Bids received within the specified closing date and time in the Activity Schedule will be opened in the presence of bidders' representatives (maximum two representatives per bidder in each of the bid openings) who choose to attend the opening of the bids on the specified date, time and venue as given in the Activity Schedule.

- a) The date and Venue of the opening of the **Bids** shall be as per the Activity Schedule. The representatives of the bidders should carry the identity card or a letter of authority from the bidder to identify their credentials for attending the opening of the Bids.
- b) The outer sealed Envelope shall be opened by the Tender Opening Committee of LIC in the presence of the bidders/their authorized representatives who choose to attend, as per the activity schedule.

- c) The Eligibility Bid shall be opened as stated in the activity schedule and after completion of evaluation of eligibility bid, the result of the qualifying bidders will be notified on the LIC website as above.
- d) The list of short-listed eligible bidders and the date, time & venue of opening of their Commercial bid will be notified on LIC website as above.
- e) The commercial bids of the short listed bidders will be opened by the Tender Opening Committee of LIC in the presence of the bidders/ their authorized representatives who choose to attend.

## 22. Evaluation process

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

### d) Commercial Bid

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

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

- i. The commercial bids submitted by the Bidders will be opened and lowest quote (Rate) will be taken as basis for **Online Reverse Auction (ORA)**. Online Reverse Auction will be conducted and the eligible Bidders will be informed about the "Business Rules" and the details of the ORA, subsequently.
- ii. The L1 rate will be discovered and declared as **approved L1 rate**, based on the outcome of Online Reverse Auction (ORA).
- iii. The Groups will be allotted to L1, L2 and L3,... Bidders in the following manner, provided that L2 and L3 bidders agree to accept the Groups at the approved L1 rate.
- iv. L1 Bidder will be offered two Groups of his choice out of four Groups at the approved L1 rate,
- v. L2 Bidder will be offered one Group out of the remaining two Groups matching with the approved L1 rate,
- vi. L3 Bidder will be offered the last Group matching with approved L1 rate.
- vii. If L1 Bidder fails to accept the Groups/ refuses to accept the Groups at approved L1 rate and/ or does not submit the required Performance Bank Guarantee, signed AMC agreement, then fresh RFP will be floated. EMD of such selected bidder shall be forfeited and that Bidder shall be blacklisted for participation in any future RFPs.
- viii. If L2 Bidder fails to accept the Group matching approved L1 rate, then these Groups will be offered to L3 Bidder or L4 Bidder or so on subject to matching of the L1 rate.
- ix. If L3 Bidder fails to accept the remaining Group(s) matching approved L1 rate, then the Group will be offered to L4, L2 or L1 Bidder.
- x. In case both L2/ L3/... Bidder fails/ refuses to accept the Group(s) matching at the approved L1 rate, then these Groups will be allotted to the L1 Bidder at the approved L1 rate. L1 Bidder will be bound to accept these Groups at the approved L1 rate.
- xi. The selected bidder(s) will have to provide the service support (AMC), as per SLAs defined in the bid and the AMC document.
- xii. If the Selected Bidder of any Group after accepting the Group and submitting the required Performance Bank Guarantee backs out at any stage during validity of RFP, the AMC will be

offered to the Vendors who are Empanelled AMC Vendors under the above RFP. The Performance Bank Guarantee of the selected bidder, who has backed out, shall be forfeited and the Bidder shall be blacklisted for participation in any of the future RFPs. LIC will take a considered decision in this matter depending on the circumstances and decision of LIC in this matter will be final.

xiii. The name of the selected Vendor for each Group will be notified on the LIC website.

### **23. Contacting LIC**

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

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

### **24. Right to terminate the Process:**

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

## C. Eligibility Criteria

Eligibility Criteria for the Bidder to participate in the above RFP are as follows:

| #                                               | Eligibility Condition                                                                                                                                                                                                                                                                                                                                        | Documentary Evidence Required                                                                                                                                                                                                                                                     |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.                                              | The Bidder should be as on the date of submission of this bid, a registered Corporate in India, registered under the Company's Act 1956 and also under C.S.T., having presence across the country and should submit the Sales Tax, Service Tax, VAT registration for the State where their respective registered office and/or billing offices are situated. | Bidder should submit Company Profile as per <b><u>Annexure-EC(I)</u></b> . Copy of the registration along with the Copies of valid certificates for CST, Sales Tax, Service Tax, VAT registration.                                                                                |
| 2.                                              | The bidder should not be debarred by LIC, as on date of submission of bid."                                                                                                                                                                                                                                                                                  | If the bidder is debarred under any of the LIC Projects, the bid will be rejected                                                                                                                                                                                                 |
| <b>ISO Certification</b>                        |                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                   |
| 3.                                              | ISO 9001 (AMC Vendor & Service Partner)<br>ISO 20000 Certification or higher versions (AMC Vendor & Service Partner).<br>ISO 27001 (AMC Vendor & Service Partner).                                                                                                                                                                                           | Copies of valid ISO certifications should be submitted and submit an undertaking as per <b><u>Annexure-EC(I)</u></b> for ensuring the continuity of the ISO certification during the entire period of the contract, resulting from the RFP process.                               |
| <b>Presence of Bidder for Technical Support</b> |                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                   |
| 4.                                              | The bidder has to provide details of Top 3 customers (including LIC) being serviced by them, where the AMC revenue of the Bidder is more than 50 lacs.                                                                                                                                                                                                       | Details should be submitted in <b><u>Annexure-EC(I)</u></b><br>Copies of the Orders should be submitted.                                                                                                                                                                          |
| 5.                                              | The Bidder should have minimum <b>200</b> engineers on Roll if no service partner is appointed. If Service Partner is appointed then the total no of Engineers of the Service Partner should be 100 then the total no of Engineers of the Bidder as well as Service Partner should be 200.                                                                   | Details should be submitted in <b><u>Annexure-EC(I)</u></b>                                                                                                                                                                                                                       |
| 6.                                              | The bidder should have own presence / offices / Service centers across all the LIC Zonal locations as mentioned in our organization setup. If Service Partner is appointed then the details of the offices of Service Partner is to be mentioned.                                                                                                            | Details to be provided in the format <b><u>Annexure-EC(1)</u></b> and <b><u>Annexure-EC(2)</u></b> signed by the Authorized Signatory of the company. Escalation Matrix as per <b><u>Annexure-III</u></b> needs to be submitted.                                                  |
| <b>Financial Strength of the Bidder</b>         |                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                   |
| 7.                                              | The bidder should have been making Net Profit during immediate preceding 2 financial years i.e. 2014-15 and 2015-16, from computer hardware supply and servicing business in India                                                                                                                                                                           | The details should be submitted in <b><u>Annexure-EC(I)</u></b> along with the copies of Profit and Loss Statements for the relevant years and Certificate from the Chartered Accountant of the Company, clearly mentioning about the Net Profit from Computer Hardware servicing |



|    |                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                    |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                                                                                                                                                                                                             | business in India.                                                                                                                                                                                                                 |
| 8. | The Bidder should have earned minimum AMC revenue of 3 Crores from Servicing Business (if AMC revenue from LIC then it can be included) in the Financial Year 2015-16 and in one of the last two financial years, namely 2014-15 & 2013-14. | Details to be provided in <b><u>Annexure-EC(I)</u></b> along with the certificate from the Chartered Accountant of the Company, clearly mentioning the annual AMC revenue earned during each of the last 3 years, to be submitted. |

| Other Documents Requirements |                                                                                                                                                  |                                                                                                                                               |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| 1.                           | The bidder should submit an Authorization for the signatory nominated for signing of all the documents submitted in this RFP.                    | Power of Attorney or the copy of Board resolution appointing the authorized signatory.                                                        |
| 2.                           | Status of the pending litigation, if any, by the bidder or against the bidder, indicating the up to date, correct and current status of the case | Certificate from the Company Secretary, stating only the current status of the pending litigations, if any and not the details of the case/s. |

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

## **D. Terms and Conditions**

Eligibility Bids submitted by the bidders will be evaluated by an Evaluation Committee, constituted by LIC, based on bid submission, presentations by the bidders (if required) and discussions with the bidders during presentations & customer referrals provided by the bidders including site visits.

**The results of the evaluation will be published on our website**

**[http://www.licindia.in/tender\\_notice.htm](http://www.licindia.in/tender_notice.htm). The bidder(s) are advised to visit the above website for any information in reference to this RFP.**

### **1. Validity Period**

#### **a) Approved Rates Under RFP for AMC:**

The AMC rates approved by LIC under the above RFP will be valid up to **31/03/2020**.

#### **b) LIC also reserves the right to **reduce or extend** the validity period of contract at the existing approved rates for a maximum period of up to **90 days**. In case of extension, the Vendor will have to arrange for extension of validity of submitted PBG, by the corresponding extended period.**

#### **c) In case of extension of validity, the same will be informed to the vendor within 15 days of expiry of the validity period.**

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

A PBG (As per **Annexure-V**) to the tune of 15% of the AMC value of 2017-18 shall be submitted by the selected bidders.

The Performance Bank Guarantee shall be submitted within 15 days from the date of intimation/ letter issued for selection as Vendor failure to do so may attract a penalty of Rs.5,000/-per day, subject to maximum penalty of Rs. 25,000/-.



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

In case the selected bidder fails to submit performance bank guarantee even after the elapse of 20 days from the time stipulated, LIC, at its discretion, may cancel the allotment and it will be treated as vendor has backed out.

### **3. Pricing & Taxes**

The Bid value for the AMC includes cost of labour, faulty parts/ complete equipment replacement of same or higher configuration etc, the cost of transport/ movement (as and when required) of items at any of the locations. Vendor will be entirely responsible for upfront payment of all applicable taxes like Central / State levies, sales tax, Octroi, VAT, excise duty, cess, license fees, road permits, service tax etc. in connection with delivery of spare parts/ replacement equipment, at site.

### **4. Payment Terms**

- a) Payments will be settled by the Central Office and the respective Zonal Offices, at the end of each quarter (quarterly basis), on the pro-rata basis at the L1 AMC rate.
- b) **NO ADVANCE PAYMENT WILL BE MADE.**
- c) The AMC value for each quarter will be all inclusive of taxes, duties, levies etc. but exclusive of VAT/CST/GST and Service Tax, as applicable. The VAT, Service Tax and any other relevant taxes by the government, at applicable rates will be paid to the Vendor along with the AMC payment.
- d) Efforts will be made to settle all payments within 21 days, where complete set of invoices along with supporting requirements are submitted by the Vendor to the respective DO/ZO/CO.
- e) The penalty, if any, accumulated after release of payment will be recovered from the next quarterly payment. The penalty, if any, accumulated after release of payment pertaining to last quarter will be recovered by invoking the Performance Bank Guarantee available with LIC or any other payment due to the Vendor. In any case, where the penalty exceeds the payment amount, the same will be recovered by invoking the Performance Bank Guarantee or any other payment due to the Vendor.

### **5. Terms & Conditions for Servicing of Hardware**

The selected Vendor will sign an AMC agreement (Annual Maintenance Contract). The terms and conditions, SLAs for servicing of the Hardware are defined in the AMC document. These terms and conditions, SLAs will be applicable to the selected Vendor. However, LIC reserves the right to revise these terms & conditions in AMC, in future, in the interest of LIC. The Vendor will arrange for the Introductory Meeting with all the Regional Managers (IT) of the selected Group and with Secretary (IT/BPR) for Central Office, within 15 days of intimation (through email) to the Vendor for the selected Group.

### **6. Maintenance and Servicing**

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

- a) **Spares, consumables and support** for the hardware should be available for a minimum period of six years from the date of installation of the Hardware which was supplied by the Selected Vendor of the then RFP or procured from any other Principal Vendor (OEM). The entire responsibility will rest on the AMC Vendor for servicing and proper functioning of the equipment covered under AMC. During specified tenure until the refresh of hardware takes place (6/7/8 years) if it is found that spares /consumables or support is not available, the hardware will have to be replaced by equivalent or higher model by the Selected Vendor at no extra cost to LIC.

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

  - a. Printers - Cleaning of printers thoroughly and checking the various alignments and functioning of the print heads and logic cards, hammer modules etc.,
  - b. PCs - De-fragmentation wherever necessary, dusting and cleaning of monitor, keyboard, mouse etc.
  - c. Environmental check for hardware items e.g. earthing and voltage.
  - d. Any other Servicing/maintenance/ up-gradation jobs which may be entrusted to engineers from time to time by LIC.
  - e. Installation of peripheral device to the existing Desktop.
  - f. Driver installation.
  - g. Installation of any authorized software.
  - h. Change in any system settings.
  - i. Configuration of Active Directory on desktops.
  - j. To undertake any trouble-shooting job.
- d)** Penalty of 0.5% of the cost of the hardware item will be charged every quarter per device, if the Preventive Maintenance is not done. Penalty for PM not done will not be charged for the quarter in which the machine has been delivered/ installed. The penalty will be recovered from any amount due to the Vendor including any subsequent AMC payment. However, if the failure to carry out the PM was because LIC could not make the systems available, this penalty will be waived. A certificate to this effect should be obtained from the LIC's authorized Officials.
- e)** AMC should not become void if LIC buys any other supplemental hardware from a third party and installs it within these machines in the presence of the representative/ engineer of the AMC Vendor.
- f)** If the damage to the hardware is due to the power fluctuations or physical damage due to mishandling by LIC personnel or the damage by external factors, LIC would bear the cost of the parts damaged but the onus of proving this will be on the Vendor. However, the Vendor will be required to provide immediate system/solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown.
- g)** In case of Partial/Full damage or loss of the equipment due to reasons beyond the control of LIC, like Theft, Fire, floods, nature's fury or Act of god etc., then the Vendor should supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown.

- h) In both the cases mentioned above, fresh order will be placed by LIC for the supply of the new hardware against the lost/damaged equipment/ component. Monthly rental of 5% of basic Hardware cost will be payable to the AMC Vendor for the equipment supplied as standby. If the AMC Vendor does not provide standby equipment, the penalties as per Chart of Penalties will be imposed.
- i) Whenever any Hardware equipment is taken out of an LIC site for repair, the same hardware has to be returned after repair unless it is declared to be irreparably damaged. When any Hardware equipment is taken out of an LIC Office for repair, the vendor shall make all arrangements for removal of the equipment, transit insurance, its transportation to the workshop and back to LIC's site and its re-installation. The details of all such hardware which is taken out and thereafter reinstalled has to be entered by the Hardware engineer in the LIC's HCT Module and authorized by an officer of the respective office. Insurance of such equipment also has to be arranged by the Vendor and all expenses for the above shall be borne by the Vendor. The Vendor shall hand over and reinstall the systems in 100% working condition after repair/maintenance/rectification within 30 days, after repair/maintenance/rectification. Thereafter, the Vendor shall reinstall the same machine after repair unless it is declared to be irreparable.
- j) In the event of replacement of the system or any part thereof, it should be done with an equipment/ part, equivalent or of higher configuration which is compatible with the system and as per the List of Brands specified in our Annexure-D i.e. List of Brands of Hardware Components.
- k) Wherever any system has to be shifted from one LIC location to another, as decided by LIC, the Vendor is required to uninstall / reinstall and maintain the system/s at the new location, without any extra cost on account of reinstallation. The Packaging of the Hardware and the transportation along with the transit Insurance will be done by the respective Divisional Office/ Zonal Office /Central Office and the cost of the same will be borne by LIC.
- l) Service Engineers/ Representatives of Vendor shall invariably carry their identity cards with them, without which they will not be allowed to access LIC's Systems. Service Engineers will have to adhere to the office timings of the Organization and should be present at the open of the office hours and leave office only after the close of office hours. Service Engineers of the Vendor shall have access to the Computer Systems/ Peripherals only after obtaining clearance from LIC's authorized officials. No component of the System/data/ log information will be taken out of LIC's premises without clearance from LIC's authorized Officials. If any unwarranted or uncalled for behavior is observed which has come to the notice of the respective monitoring IT dept then the matter will be viewed very seriously by the decision making authorities and action will be initiated on the Service Engineer/Representative of the Vendor.

**m) Role of AMC Vendor:**

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, best practice and guidelines;
- iii. Using the Specified Personnel;
- iv. In accordance with all applicable Laws;

- v. 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;
- vi. 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;
- vii. The Vendor will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors;
- viii. In accordance with any reasonable directions given by LIC from time to time in relation to the Services;
- ix. 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.
- x. The Vendor, will, in the performance of the Services:
  - a) Fully co-operate with LIC's Personnel and any other entities interacting with LIC; and
  - b) Use its best efforts to co-ordinate its activities so as to support and facilitate, in LIC's best interests, the timely and efficient completion of all work and other activities to be performed for LIC by any person. If the same requires additional support to be provided from the OEM of the said hardware other than the support from the resident engineer then the same will have to be complied to by the AMC Vendor.

**n) Booking of Breakdown Complaints:**

- i. LIC has its own Hardware Complaint Tracking Module (HCTM) through which mails for hardware breakdowns will be generated to the CSDC. The selected Vendor will be provided access to LIC's Vendor Portal through which Breakdown Complaints can be monitored.
- ii. Breakdown complaints will be booked by the user of the machine of the respective LIC office through LIC's Complaint Tracking Module from any office of LIC and the Vendor/ Service Partner has to use both the CSDC as well as the mails generated from HCTM for monitoring LIC's breakdown calls.
- iii. The downtime / breakdown period will be reckoned from the date and time of logging of the complaint through the Hardware Complaint Tracking Module by LIC's authorized official/ user. Complaint ID no. allotted by the module will be the reference no. for any query in this regard. Vendor has to track and monitor complaints through the Vendor Portal, developed by LIC.
- iv. For complaints not booked through module in rare circumstances which must have arisen due to unavoidable situations, the Vendor should ensure that the details of such breakdown attended are properly recorded in the online CCR with complete details.
- v. Complaint(s) will be deemed to be resolved if Online Call Closing Report (CCR) in the LIC's HCT Module is closed. Details will be entered in the online CCR by the service engineer and authenticated by the user/ programmer of respective LIC Office. System date and time will be taken for closure.

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

## E. Service Level Agreement (SLA)

- a) The systems should be maintained in working condition as mentioned in the “Warranty & Maintenance Clause” above. The resolution time for all Hardware items (Other than AIOs) closure of Breakdown Complaints, is given below.

Table A:

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

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

Table B:

| Chart of Penalties: SLAs |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                           |                                                                            |                                     |                                                      |
|--------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------|------------------------------------------------------|
|                          | Service Levels                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                           |                                                                            |                                     |                                                      |
|                          | Hardware Type                                 | Per day Breakdown charges up to 3 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Per day Breakdown charges from 4 <sup>th</sup> day to 7 <sup>th</sup> day | Per day Breakdown charges from 8 <sup>th</sup> day to 10 <sup>th</sup> day | Beyond 10 days upto 15 days.        | Beyond 15 days maximum Penalty capping for Breakdown |
| a                        | Servers and Line Printers                     | 3% of the cost of hardware per day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 4% of the cost of hardware per day.                                       | 5% of the cost of hardware per day.                                        | 6% of the cost of hardware per day. | 2.5 times of the cost of the Hardware item           |
| b                        | All hardware except Servers and Line Printers | 1.5% of the cost of hardware per day.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2% of the cost of hardware per day.                                       | 2.5% of the cost of hardware per day.                                      | 3% of the cost of hardware per day. | 2 times of the cost of the Hardware item.            |
| c                        | AIOs and Hybrid Laptops                       | <p><b>AIO:</b><br/>For any breakdown of AIO desktop, the same should be resolved within 4 working hours from the call booking in LIC's HCT Module and if it is not resolved within 4 hours, standby of equivalent or higher configuration should be immediately provided. Further, if the breakdown complaint is not resolved within 3 working days, the AIO should be replaced within a period of two weeks from the date of complaint booking, with a new AIO Desktop. For delay in providing immediate standby and/ or delay in replacement beyond 5 days, the SLA as defined in the Chart of Penalties above, will charged separately from date of complaint, as per the Chart of Penalties (a) above.</p> <p><b>Hybrid Laptop:</b><br/>For any breakdown of Laptop Model LP-1A-2 the same should be attended within 24 hours from the call booking in LIC's HCT Module and if the complaint is not resolved satisfactorily within the resolution time a standby laptop has to be provided immediately by the Vendor. However if the laptop is deemed as irreparable then it should be replaced with a new laptop of equivalent or higher configuration to the user official within a period of 15 working days, penalty will be charged separately for standby not provided and for replacement not done within 15 working days, as per the Chart of Penalties (a) above.</p> |                                                                           |                                                                            |                                     |                                                      |

- b) No breakdown charges will be deducted if the complaint is resolved within the resolution time specified in the above table A. In case the breakdown complaint is not resolved within the resolution time stated in Table above, penalty for breakdown for various Hardware items mentioned in Chart of Penalties as per Table B will become chargeable.
- c) If the complaint is not resolved within the resolution time specified in the above table, penalty as per Chart of Penalties Table B will be charged from the time of lodgment of the complaint. In that case, 1 day means the completion of 24 hours from the time of lodgment of the complaint for the first day, but any part of the day thereafter will be considered as a full day.
- d) Sundays and Holidays are excluded from calculation of penalty.
- e) For any breakdown of AIO desktop, the same should be resolved within 4 working hours from the call booking in LIC's HCT Module and if it is not resolved within 4 hours, standby of equivalent or higher configuration should be immediately provided. Further, if the breakdown complaint is not resolved within 3 working days, the AIO should be replaced within a period of two weeks from the date of complaint booking, with a new AIO Desktop. For delay in providing immediate standby and/ or delay in replacement beyond 5 days, the SLA as defined in the Chart of Penalties above, will charged separately from date of complaint, as per the Chart of Penalties (a) above.
- f) For any breakdown of Laptop Model LP-1A-2 the same should be attended within 24 hours from the call booking in LIC's HCT Module and if the complaint is not resolved satisfactorily within the resolution time a standby laptop has to be provided immediately by the Vendor. However if the laptop is deemed as irreparable then it should be replaced with a new laptop of equivalent or higher configuration to the user official within a period of 15 working days, penalty will be charged

separately for standby not provided and for replacement not done within 15 working days, as per the Chart of Penalties (a) above.

- g) When any hardware is declared as irreparable by the vendor, due to reasons other than those covered under “repairing on chargeable basis”, the vendor has to provide a permanent replacement of the hardware with a new machine of equivalent or higher configuration within 30 days of reporting the problem. Till that time a standby has to be provided by the vendor immediately. The hardware provided as permanent replacement should be of same as or higher configuration and have date of manufacture same as or later than that of the hardware which is damaged. Documentary proof or brochures related to the same giving the above details of the replaced hardware should be provided to LIC for record and decision if it is acceptable.
- h) Replacement of equipment at no cost to LIC will not be applicable if the breakdown is due to reasons not attributable to the Vendor. However, the onus of proving the same would be on the Vendor.
- i) The penalties as applicable will be recovered from any payment due to the Vendor. If no payment is due then the same will be recovered by invoking the Performance Bank Guarantee.
- j) After the expiry of the AMC contract, if LIC desires, the Selected Vendor(s) will have to execute a comprehensive Annual maintenance Contract (AMC) with LIC for continuity in servicing of the Hardware supplied. However, LIC reserves the right to revise these terms and conditions in the interest of LIC in subsequent RFPs / AMC agreements. LIC reserves the right to extend / terminate the AMC depending on the circumstances / high failure rates/ deficiency in servicing.

### **Service Level Agreement (SLA)**

This Service Level Agreement is intended to provide LIC with optimal services by the Vendor. This document covers the service availability, the service levels etc. for all the Hardware across all the locations of LIC of India. The RFP document and the AMC document is intended to be a “living document” during the execution of the contract. It will serve as the foundation for continuous optimization of service level and performance measurement process throughout the term of the contract. Any modification to the AMC document will be made upon mutual agreement of the parties.

#### **1. General Conditions :**

The Vendor will monitor all the breakdown complaints through the HCT Module of LIC and maintain the Inventory through LIC’s Vendor Portal. The Vendor will take up the AMC of the Hardware from 01/04/2017 and provide the AMC support for the Hardware upto 31/03/2020.

#### **2. Addition And Deletion In Inventory:**

Based on the movement/ shifting of Hardware items or due to any other reasons, there may be addition or removal of Hardware items in the AMC Inventory of the Vendor. Such changes will be effected in the Hardware Inventory through our HCT Module and will be informed to the Vendor. The AMC for such Hardware items will be calculated on pro-rata basis for the effective period.

#### **3.Exit Management Plan:**

The Vendor shall provide the AMC support during the entire AMC period and further continue to provide the support till the Hardware is handed over to another Vendor for AMC or the Hardware is given under buyback. The Vendor shall handover all the equipment back to the department or to the replacement agency appointed by the Department, after the contract period, in good and working conditions with detail list showing the name of the equipment and configuration. In case the Vendor has to provide the AMC support for the Hardware beyond the AMC period, the Vendor will be entitled for the AMC payment on the pro-rata basis. For more details, the Vendor may refer the AMC document.



4. In the event of expiry of the AMC contract with the existing AMC Vendor resulting out of this RFP and until the next empanelment of the AMC Vendor is done for servicing of the existing hardware, the existing Empaneled Vendor with whom the contract has expired will service the hardware until the new empanelment exercise is completed or 6 months whichever is earlier at negotiable rates with the price negotiation team appointed by LIC.

### **5. Force Majeure Clause**

- a) The Vendor shall be liable for any delay in execution or failure of their respective obligations under this agreement except for delay caused by occurrence of events beyond control of the Vendor, including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, hostility, acts of public enemy, wars, riots, strikes, sabotage, order/action or regulations of government, local or other public authorities.
- b) In case a Force Majeure situation arises, the Vendor shall immediately notify LIC in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the execution of the services to be implemented.
- c) Unless otherwise directed by LIC in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.

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

### **F. Limitation of Liability:**

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

### **G. Disputes:**

**Continuity of Performance:** In the event of a dispute between the Party and the LIC, each party will continue to perform its obligations under this Agreement during the resolution of such dispute unless and until this Agreement is terminated in accordance with its terms. No interest will accrue on any disputed amount during the course of arbitration proceedings.

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

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

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

The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the



provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

## **H. Fraud and Corrupt Practices**

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

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

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

## **I. Confidentiality:**

The contents of the RFP and the supporting documentation are confidential to LIC and are provided solely to the VENDOR for the purpose of response to this RFP.

The VENDOR shall not, without written permission from LIC make any public statements in relation to the details of agreement or any subsequent purchase orders issued under RFPs or agreement / contract signed by the VENDOR.

## **J. Indemnity:**

The Vendor shall at all times indemnify and keep indemnified LIC against all claims / damages etc., for any infringement of any Intellectual Property Rights while providing its services under the agreement.

The Vendor shall at all times indemnify and keep indemnified LIC against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Vendor.

The Vendor shall at all times indemnify and keep indemnified LIC against any and all claims by employees, workmen, contractors, sub-contractors, agents, employed engaged or otherwise working for the Vendor, in respect of wages, salaries, remuneration, compensation or the like.

All claims regarding indemnity shall survive the termination or expiry of the agreement.

## **K. Conflict of interest**

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

## **L. Consequences of Termination of Selected Bidder**

During the Empanelment period if the services of the selected Vendor is not satisfactory and has caused agony and loss to LIC then the Empanelment of the selected Vendor will be terminated and necessary actions as per the RFP Terms and Conditions will be taken . In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/ continued execution of the scope of the work defined in RFP.

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

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

## **M. Ambiguities within the Document**

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

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

## **N. Rights reserved by LIC**

- a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect and is of significant nature, LIC will reserve the right to debar the Bidder from participating in future RFP's floated during the empanelment period and / or servicing of hardware for a period to be decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.
- b) LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFP's, at any time prior to award of agreement without assigning any reason what so ever and without thereby incurring any liability to the affected Vendor(s). Reasons for cancellation will be determined by LIC at its sole discretion.
- c) LIC also reserves the right to call for open RFPs for Hardware equipment/services/ other requirements, if deemed necessary.
- d) During the empanelment period, certain situations may arise which are not envisaged in this RFP. LIC will take a considered decision in the matter in the best interest of the LIC. The decision of LIC in all such matters will be final and binding on all the Empanelled Vendors. This also applies to dispute over interpretation of clauses in the RFP.

- e) LIC reserves the sole right to decide on the terms and conditions of Annual Maintenance Contract (AMC).
- f) LIC may terminate the agreement if it determines at any time that the selected Vendor or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that agreement, without the concerned Vendors having taken timely and appropriate action satisfactory to the LIC to remedy the situation.

## O. Work Details

### 1. Detailed Scope of Work:

#### a) PROJECT MANAGEMENT:

All the terms and conditions of the AMC as well as SLA s are defined in the AMC agreement. Vendor shall nominate a Project Manager to carry out and monitor all the Breakdown Calls, ensuring timely resolutions of the Breakdown complaints, replacement of irreparable Hardware, shifting of Hardware, if required, Preventive Maintenance of the Hardware, as per the terms and conditions and SLAs defined in the AMC agreement. The Project Manager will have to ensure timely resolution for all the Breakdown complaints booked through the HCT Module as well as for the complaints which are conveyed through SMS/ Telephone/ email. The Project Manager will act as the single point of contact for the Group.

The responsibilities of the Project Manager are as follows (indicative and not exhaustive):

1. Act as a single point of contact for the entire project,
2. Overall monitoring of all breakdown complaints,
3. SLA management and reporting,
4. Scheduling Meeting with LIC officials at DO, ZO and CO.
5. Submission of periodical Reviews.

It is mandatory for the concerned Project Manager to have structured meetings with the Regional Manager (IT) of the Zone, once in a month from the date of signing of the AMC by the vendor, on a mutually convenient date to sort out the regional service issues. The first such meeting with the Regional Manager (IT) should be held within 3 weeks from the date of signing of the AMC by the Vendor. The Vendor should submit the name & latest contact details of Service Engineers and Escalation matrix during each such meeting. The minutes of the meeting shall be signed by RM (IT) and the Zonal Account Manager. In case of non-compliance to the above, penalty as given below will become applicable:

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

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

the exact number of engineers Division-wise, based on the prevailing local conditions. If the selected bidder fails to post dedicated engineer(s) as above, within a period of 15 days from the start of the AMC,

a penalty of Rs.500 per day per engineer subject to a maximum of Rs.10,000 per Division will be applicable and will be recovered from any payment due to the bidder.

# 1. Organization Setup:

For the purpose of this RFP, the organizational structure of LIC offices is shown in the Table below:

|                                                                                                                                   | CO/ZO/DO   | MDC/ZTC/Audit | Branches    | P&GS Units | STC       | Mini Offices | Other Offices * |
|-----------------------------------------------------------------------------------------------------------------------------------|------------|---------------|-------------|------------|-----------|--------------|-----------------|
| CO                                                                                                                                | 1          | 1             | 0           | 0          | 0         | 0            | 0               |
| NZ                                                                                                                                | 18         | 2             | 320         | 11         | 4         | 144          | 232             |
| NCZ                                                                                                                               | 13         | 3             | 247         | 11         | 4         | 300          | 177             |
| CZ                                                                                                                                | 9          | 2             | 140         | 5          | 3         | 144          | 132             |
| EZ                                                                                                                                | 13         | 2             | 206         | 6          | 4         | 117          | 152             |
| SCZ                                                                                                                               | 18         | 3             | 314         | 10         | 5         | 91           | 228             |
| SZ                                                                                                                                | 14         | 2             | 258         | 11         | 4         | 201          | 293             |
| WZ                                                                                                                                | 24         | 3             | 406         | 16         | 6         | 176          | 181             |
| ECZ                                                                                                                               | 12         | 2             | 157         | 5          | 4         | 87           | 183             |
| <b>Total:</b>                                                                                                                     | <b>122</b> | <b>20</b>     | <b>2048</b> | <b>75</b>  | <b>34</b> | <b>1260</b>  | <b>1578</b>     |
| * - Includes Satellite Office/ Direct Marketing Units/CLIA SO/B&AC SO/Czees/MASH etc.                                             |            |               |             |            |           |              |                 |
| In addition to the above, new offices may be opened during the validity period of the RFP for which hardware may also be ordered. |            |               |             |            |           |              |                 |

The Organizational structure and office locations are as above. The details about the locations are given only for the reference of the Bidder. However, there may be addition/ deletion/ modification in the locations before/ during the AMC period. The details of all the locations and addresses will be shared by the Regional Managers (IT) of the concerned Groups, during the Introductory Meeting.

| Group wise details of Zones and Divisions |            |            |             |             |             |            |                    |
|-------------------------------------------|------------|------------|-------------|-------------|-------------|------------|--------------------|
| Group - I                                 |            | Group - II |             | Group - III |             | Group - IV |                    |
| Zone                                      | Division   | Zone       | Division    | Zone        | Division    | Zone       | Division           |
| CZ                                        | SHAHNOL    | EZ         | SILCHAR     | WZ          | BHAVNAGAR   | SZ         | Vellore            |
| CZ                                        | SATNA      | EZ         | KMDO-II     | WZ          | AHMEDABAD   | SZ         | Thiruvananthapuram |
| CZ                                        | RAIPUR     | EZ         | KSDO        | WZ          | THANE       | SZ         | Thirunelveli       |
| CZ                                        | INDORE     | EZ         | KMDO-I      | WZ          | SATARA      | SZ         | Thanjavur          |
| CZ                                        | JABALPUR   | EZ         | KHARAGPUR   | WZ          | PUNE1       | SZ         | Salem              |
| CZ                                        | GWALIOR    | EZ         | JORHAT      | WZ          | NASIK       | SZ         | Madurai            |
| CZ                                        | BHOPAL     | EZ         | JALPAIGURI  | WZ          | NAGPUR      | SZ         | Kozhikode          |
| CZ                                        | BILASPUR   | EZ         | HOWRAH      | WZ          | KOLHAPUR    | SZ         | Kottayam           |
| CZ                                        | CZ - ZTC   | EZ         | GUWAHATI    | WZ          | AURANGABAD  | SZ         | Ernakulam          |
| NZ                                        | Jalandhar  | EZ         | BONGAIGAON  | WZ          | AMRAVATI    | SZ         | Coimbatore         |
| NZ                                        | Jodhpur    | EZ         | ASANSOL     | WZ          | GOA         | SZ         | Chennai II         |
| NZ                                        | Jaipur     | EZ         | EZ,ZTC      | WZ          | SSS         | SZ         | Chennai I          |
| NZ                                        | Delhi-III  | EZ         | BARDHAMAN   | WZ          | MDO IV      | SZ         | Thrissur DO        |
| NZ                                        | Bikaner    | ECZ        | Berhampur   | WZ          | MDO III     | SZ         | SZ - ZTC           |
| NZ                                        | Chandigarh | ECZ        | Bhagalpur   | WZ          | MDO II      | SCZ        | Raichur            |
| NZ                                        | Delhi-I    | ECZ        | Cuttack     | WZ          | MDO I       | SCZ        | Mysore             |
| NZ                                        | Delhi-II   | ECZ        | Hazaribagh  | WZ          | GANDHINAGAR | SCZ        | Belgaum            |
| NZ                                        | Rohtak     | ECZ        | Jamshedpur  | WZ          | NADIAD      | SCZ        | Bangalore-2        |
| NZ                                        | Udaipur    | ECZ        | Muzaffarpur | WZ          | RAJKOT      | SCZ        | Bangalore-1        |
| NZ                                        | Srinagar   | ECZ        | Patna       | WZ          | SURAT       | SCZ        | Visakhapatnam      |
| NZ                                        | Shimla     | ECZ        | Sambalpur   | WZ          | VADODARA    | SCZ        | Secunderabad       |
| NZ                                        | Ludhiana   | ECZ        | BEGUSARAI   | WZ          | NANDED      | SCZ        | Rajahmundry        |
| NZ                                        | Karnal     | ECZ        | PATNA II    | WZ          | PUNE2       | SCZ        | Nellore            |

|     |           |     |             |    |          |     |               |
|-----|-----------|-----|-------------|----|----------|-----|---------------|
| NZ  | Amritsar  | ECZ | Bhubaneswar | WZ | WZ - ZTC | SCZ | Machilipatnam |
| NZ  | Ajmer     | ECZ | ECZ - ZTC   | CO | Mumbai   | SCZ | Karimnagar    |
| NZ  | Jaipur-2  |     |             |    |          | SCZ | cuddapah      |
| NZ  | NZ - ZTC  |     |             |    |          | SCZ | Warangal      |
| NCZ | ZTC AGRA  |     |             |    |          | SCZ | Shimoga       |
| NCZ | VARANASI  |     |             |    |          | SCZ | Hyderabad     |
| NCZ | MEERUT    |     |             |    |          | SCZ | Dharwad       |
| NCZ | LUCKNOW   |     |             |    |          | SCZ | Udipi         |
| NCZ | KANPUR    |     |             |    |          | SCZ | SCZ - ZTC     |
| NCZ | HALDWANI  |     |             |    |          |     |               |
| NCZ | GORAKHPUR |     |             |    |          |     |               |
| NCZ | DEHRADUN  |     |             |    |          |     |               |
| NCZ | BAREILLY  |     |             |    |          |     |               |
| NCZ | ALLAHABAD |     |             |    |          |     |               |
| NCZ | FAIZABAD  |     |             |    |          |     |               |
| NCZ | ALIGARH   |     |             |    |          |     |               |
| NCZ | AGRA      |     |             |    |          |     |               |

## 2. Introductory Meeting (IM) & Structured Meetings

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

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

From Bidder's side:

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

From LIC's side:

- Regional Manager (IT) and
- Officials of the Hardware Desk of the Zone.

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

- Handing over of the contact and/or escalation matrix for the Zone by the NPM to RM (IT).
- Handing over of the Branch-wise Hardware Module Users and Approvers list with email id and contact Nos. by Regional Manager (IT) to NPM.
- Presentation on the LIC Modules, Hardware Complaint Tracking Module & Vendor Portal by RM (IT) or LIC official nominated by RM (IT).

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

**The submission of Escalation Matrix and holding of the Introductory Meeting is compulsory.**

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

The SPOC for the Division should meet to **Manager (IT)** of respective Division, immediately on being declared AMC vendor of the Zone.

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

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

If the selected bidder fails to post dedicated engineer(s) as above from date of taking over AMC of the respective location, a penalty of Rs.500 per day per engineer subject to a maximum of Rs.10,000 per Division will be applicable and will be recovered from any payment due to the Vendor.

**EXECUTIVE DIRECTOR (IT/BPR)**

REF: LIC/CO/IT-BPR/HW/AMC/2016-17/06 Dated: 14/02/2017

**Annexure-EC(1) : Details of Vendor**

(\*To be submitted on Rs. 250/- stamp paper by the Vendor)

**Part-A: Company and Financial Details**

|    |                                                                                                                             |                   |                   |                   |
|----|-----------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|-------------------|
| 1  | <b>Name of the Company</b>                                                                                                  |                   |                   |                   |
| 2  | <b>Type of the Company</b><br>[Public Limited/Private Limited]                                                              |                   |                   |                   |
| 3  | <b>Date of Incorporation</b>                                                                                                |                   |                   |                   |
| 4  | <b>Address of Corporate/ Registered Office</b>                                                                              |                   |                   |                   |
|    | Line 1                                                                                                                      |                   |                   |                   |
|    | Line 2                                                                                                                      |                   |                   |                   |
|    | Name Of City                                                                                                                |                   |                   |                   |
|    | State                                                                                                                       |                   |                   |                   |
|    | Postal Code                                                                                                                 |                   |                   |                   |
|    | Email id                                                                                                                    |                   |                   |                   |
|    | Phone no./ FAX no.                                                                                                          |                   |                   |                   |
| 5  | <b>Address for communication</b>                                                                                            |                   |                   |                   |
|    | Line 1                                                                                                                      |                   |                   |                   |
|    | Line 2                                                                                                                      |                   |                   |                   |
|    | Name Of City                                                                                                                |                   |                   |                   |
|    | State                                                                                                                       |                   |                   |                   |
|    | Postal Code                                                                                                                 |                   |                   |                   |
|    | Email id                                                                                                                    |                   |                   |                   |
|    | Phone no./ FAX no.                                                                                                          |                   |                   |                   |
| 6  | <b>CST Registration No. and Date of registration</b>                                                                        |                   |                   |                   |
| 7  | <b>Names of the States for which the bidder has Sales Tax &amp; VAT Registration No. (Attach registration Certificates)</b> |                   |                   |                   |
| 8  | <b>Service Tax registration No. and date of registration</b>                                                                |                   |                   |                   |
| 9  | <b>PAN No. ( Attach certified copy of PAN)</b>                                                                              |                   |                   |                   |
| 10 | <b>Revenue of the company from AMC/ Support business in India (including LIC):</b>                                          |                   |                   |                   |
|    | <b>Financial Year : (in Crores)</b>                                                                                         |                   |                   |                   |
|    | 2013-2014                                                                                                                   |                   |                   |                   |
|    | 2014-2015                                                                                                                   |                   |                   |                   |
|    | 2015-2016                                                                                                                   |                   |                   |                   |
| 11 | <b>Profit of the Company</b>                                                                                                |                   |                   |                   |
|    | <b>Financial Year : (in Crores)</b>                                                                                         |                   |                   |                   |
|    | 2013-2014                                                                                                                   |                   |                   |                   |
|    | 2014-2015                                                                                                                   |                   |                   |                   |
|    | 2015-2016                                                                                                                   |                   |                   |                   |
| 12 | <b>Details of the Top three (3) Customers Serviced</b>                                                                      | <b>Customer 1</b> | <b>Customer 2</b> | <b>Customer 3</b> |
|    | Name of the Customer                                                                                                        |                   |                   |                   |
|    | Name of the Contact Person                                                                                                  |                   |                   |                   |
|    | Contact number                                                                                                              |                   |                   |                   |
|    | Total Number of machines serviced                                                                                           |                   |                   |                   |
|    | Type of Hardware Serviced                                                                                                   |                   |                   |                   |
|    | AMC Revenue earned                                                                                                          |                   |                   |                   |
| 13 | <b>Details of Centralized Service Delivery Centre (CSDC)</b>                                                                |                   |                   |                   |



|                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                 |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|--|
|                                                                                                                                                                                                                                                                                                                                                                                                        | Address of the CSDC                                                                                             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                        | Is 24 x 7 support available from CSDC (Y/N)                                                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                        | Is L3 level support available from CSDC (Y/N)                                                                   |  |
|                                                                                                                                                                                                                                                                                                                                                                                                        | Toll Free No of CSDC                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                        | e-mail Id of CSDC                                                                                               |  |
|                                                                                                                                                                                                                                                                                                                                                                                                        | Website URL of CSDC                                                                                             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                        | Fax No of CSDC                                                                                                  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                        | ISO 20000 certificate enclosed (Yes/No)                                                                         |  |
|                                                                                                                                                                                                                                                                                                                                                                                                        | Is 24 x 7 support available from CSDC (Y/N)                                                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                        | Is L3 level support available from CSDC (Y/N)                                                                   |  |
| 14                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Details of Engineers on Bidder's Roll</b>                                                                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                        | Total Number of Engineers on roll                                                                               |  |
|                                                                                                                                                                                                                                                                                                                                                                                                        | i. Do all Engineers possess a minimum qualification of HSC? (Yes/No)                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                        | ii. Do all Engineers possess minimum one year diploma in Hardware? (Yes/No)                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                        | iii. Do all Engineers possess a minimum work experience of 6 months as Hardware Engineer? (Yes/No)              |  |
| 15                                                                                                                                                                                                                                                                                                                                                                                                     | <b>We hereby confirm that we, M/s _____ have not been debarred by LIC, as on date of submission of the bid.</b> |  |
| 16                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Any other relevant information not covered in the above points :</b>                                         |  |
| <b>Enclosures:</b><br>a), Sales Tax, VAT Registration Certificate and Certificate of Incorporation, Profit & Loss Statement, Audited Balance sheet, and latest IT Returns and Sales Tax duly signed/ attested by the authorities mentioned in the Tender.<br><br>b). Copy of the cancelled cheque<br><br>b). Power of Attorney or the copy of the Board Resolution appointing the Authorized Signatory |                                                                                                                 |  |

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

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

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

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

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

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2017

**Sealed & Signed by the Bank**

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

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

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

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

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

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2017

**Sealed & Signed by the Bank**

**Annexure EC(2): Documents related to Service Partner**

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

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

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

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

Sir/ Madam,

**Reg.: Consent towards appointment as Service Partner under RFP**

**RFP REF: LIC/CO/IT-BPR/HW/2016-17/06 Dated:14/02/2017**

1. We, \_\_\_\_\_ (name of the company) hereby give our consent for our appointment as an **exclusive service partner** to the Vendor \_\_\_\_\_, under the above referred bid. Further we confirm that we have not given consent to any other Empanelled Hardware Supply and Service Vendor (HSSV).
2. We have not applied for Empanelment as Hardware Supply and Service Vendor (HSSV).
3. We have submitted the details of our support centers to the Vendor as required in the above referred bid.
4. We hereby confirm that we have not been debarred by LIC, as on date of submission of the bid.
5. We also hereby confirm that we shall not escalate any issues / grievances against \_\_\_\_\_ (name of the Vendor) to LIC under the above referred bid.

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

**Signature of the Authorized Signatory of Service Partner**

**Name:**

**Designation:**

**Name & Address of the company:**

**Seal of the Company**

**Signature of the authorized signatory of the Bidder**

**Name:**

**Designation:**

**Name & Address of the company:**

**Seal of the Company**

**Annexure EC(2): Part-B:****Details of Service Partner**

|                                                                                                                                                            |                                                                                                    |                            |                               |                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|----------------------------|-------------------------------|-------------------|
| 1                                                                                                                                                          | <b>Name of the company ( Service Partner )</b>                                                     |                            |                               |                   |
| 2                                                                                                                                                          | <b>Address of Corporate/ Registered Office for 1 above</b>                                         |                            |                               |                   |
|                                                                                                                                                            | Line 1                                                                                             |                            |                               |                   |
|                                                                                                                                                            | Line 2                                                                                             |                            |                               |                   |
|                                                                                                                                                            | Line 3                                                                                             |                            |                               |                   |
|                                                                                                                                                            | Name Of City                                                                                       |                            |                               |                   |
|                                                                                                                                                            | State                                                                                              |                            |                               |                   |
|                                                                                                                                                            | Postal Code                                                                                        |                            |                               |                   |
|                                                                                                                                                            | Email id                                                                                           |                            |                               |                   |
|                                                                                                                                                            | Toll free no.                                                                                      |                            |                               |                   |
|                                                                                                                                                            | Phone no./ FAX no.                                                                                 |                            |                               |                   |
|                                                                                                                                                            | Website Address (URL)                                                                              |                            |                               |                   |
| 3                                                                                                                                                          | <b>PAN Number</b>                                                                                  |                            |                               |                   |
| 4                                                                                                                                                          | <b>Date of Incorporation</b>                                                                       |                            |                               |                   |
| 5                                                                                                                                                          | <b>Business Figures of the company</b>                                                             |                            |                               |                   |
|                                                                                                                                                            | Financial Year                                                                                     | Profit after Tax (in lacs) | Total AMC Revenue (in Crores) |                   |
|                                                                                                                                                            | 2013-2014                                                                                          |                            |                               |                   |
|                                                                                                                                                            | 2014-2015                                                                                          |                            |                               |                   |
|                                                                                                                                                            | 2015-2016                                                                                          |                            |                               |                   |
| 7                                                                                                                                                          | <b>Details of the Top three (3) Customers Served</b>                                               | <b>Customer 1</b>          | <b>Customer 2</b>             | <b>Customer 3</b> |
|                                                                                                                                                            | Name of the Customer                                                                               |                            |                               |                   |
|                                                                                                                                                            | Name of the Contact Person                                                                         |                            |                               |                   |
|                                                                                                                                                            | Contact number                                                                                     |                            |                               |                   |
|                                                                                                                                                            | Total Number of machines serviced                                                                  |                            |                               |                   |
|                                                                                                                                                            | Type of Hardware Served                                                                            |                            |                               |                   |
|                                                                                                                                                            | AMC Revenue earned                                                                                 |                            |                               |                   |
| 8                                                                                                                                                          | <b>Details of Centralized Service Delivery Centre (CSDC)</b>                                       |                            |                               |                   |
|                                                                                                                                                            | Address of the CSDC                                                                                |                            |                               |                   |
|                                                                                                                                                            | Is 24 x 7 support available from CSDC (Y/N)                                                        |                            |                               |                   |
|                                                                                                                                                            | Is L3 level support available from CSDC (Y/N)                                                      |                            |                               |                   |
|                                                                                                                                                            | Toll Free No of CSDC                                                                               |                            |                               |                   |
|                                                                                                                                                            | e-mail Id of CSDC                                                                                  |                            |                               |                   |
|                                                                                                                                                            | Website URL of CSDC                                                                                |                            |                               |                   |
|                                                                                                                                                            | Fax No of CSDC                                                                                     |                            |                               |                   |
| 9                                                                                                                                                          | <b>Details of Engineers</b>                                                                        |                            |                               |                   |
|                                                                                                                                                            | Total Number of Engineers on roll                                                                  |                            |                               |                   |
|                                                                                                                                                            | i. Do all Engineers possess a minimum qualification of HSC? (Yes/No)                               |                            |                               |                   |
|                                                                                                                                                            | ii. Do all Engineers possess minimum one year diploma in Hardware? (Yes/No)                        |                            |                               |                   |
|                                                                                                                                                            | iii. Do all Engineers possess a minimum work experience of 6 months as Hardware Engineer? (Yes/No) |                            |                               |                   |
| 10                                                                                                                                                         | <b>ISO 20000 certificate enclosed (Yes/No)</b>                                                     |                            |                               |                   |
| 11                                                                                                                                                         | <b>Any other relevant information not covered in the above points :</b>                            |                            |                               |                   |
| We hereby confirm that we, M/s _____ have not been debarred by LIC, as on date of submission of the bid.                                                   |                                                                                                    |                            |                               |                   |
| <b>Note:</b> - LIC will make a reference check for qualifications, experience & certifications of any engineers who will be deployed to LIC for servicing. |                                                                                                    |                            |                               |                   |
| <b>Any wrong or incorrect information or suppression of facts may lead to action as per RFP Terms &amp; Conditions.</b>                                    |                                                                                                    |                            |                               |                   |

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

Signature of the Authorized Signatory

Name:

Designation:

Name &amp; Address of the company:

Seal of the Company

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

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

**Part – B- ISO Certification:**

**Undertaking by the Bidder for ISO certifications**

We hereby give an undertaking that we are having ISO 9001:2008, ISO 20000 &ISO 27000 certifications. The copies of certifications will be given by us in the individual RFPs floated by LIC of India during the empanelment period.

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

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

**Signature of the Authorized Signatory**

**Name:**

**Designation:**

**Name & Address of the company:**

**Seal of the Company**



**Annexure- VIII**

**Re: Undertaking for Quality Assurance & Authenticity of the spares to be provided under the AMC.**

This has reference to Desktops, Servers and peripherals being serviced vide your tender for Servicing of Computer systems and peripherals at different offices / branches all over India of the Life Insurance Corporation of India.

We hereby undertake that all the components/parts/assembly used in the Desktops, Servers and peripherals under the above like Hard disk, Monitors, Memory etc. shall be original and the support will include the availability of original equipment, spare parts, components, consumables required for maintaining the hardware supplied, as per the RFP terms and conditions. New components/parts/assembly from the respective OEMs of the products and that no refurbished/duplicate/white labeled components/parts/assembly are being used or shall be used.

Should you require, we shall produce certificate from our OEM in support of above undertaking. It will be our responsibility to produce such letters from our OEM's within 3 days of your request.

**Authorized Signatory**

**Name:**

**Seal and Signature of the Authorized Signatory**

**(to be submitted on Rs 250 non-judicial Stamp paper)**

## Annexure-D

### Life Insurance Corporation of India AMC 2017-2020

#### Sample list of brands of Hardware Components\*

| <u>Component</u>           | <u>Approved Brands</u>                                                  |
|----------------------------|-------------------------------------------------------------------------|
| <u>Internal Hard Disks</u> | <u>Seagate, Hitachi, Western Digital, Fujitsu</u>                       |
| <u>RAM</u>                 | <u>Transcend, Kingston, Micron, Simmtronics, Hynix, A-Data, Samsung</u> |
| <u>Optical Disk Drive</u>  | <u>Samsung, Wipro, Sony, LG, Liteon, TEAC</u>                           |
| <u>Keyboards</u>           | <u>TVSE Gold, HCL, Riticomp, Wipro</u>                                  |
| <u>Mouse</u>               | <u>Logitech/ Microsoft, HCL,LENOVO, Wipro, Acer, HP, OEM specific.</u>  |
| <u>Monitor</u>             | <u>HCL, WIPRO,AOC,LG,SAMSUNG,ACER,BENQ, OEM specific.</u>               |
|                            |                                                                         |

\* the list is indicative only.

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

**RFP REF: LIC/CO/IT-BPR/AMC/2016-17/06 Dated:14/02/2017**

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

BY AND BETWEEN

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

AND

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

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

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

WHEREAS,

the Respondent is aware that while responding to LIC's Request For Proposal RFP REF: LIC/CO/IT-BPR/AMC/2016-17/06 Dated: 14/02/2017, the Respondent may be gathering information on LIC's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

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

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

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

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

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

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

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

The Respondent agrees to be responsible for any breach of this Agreement by its Representatives. Respondent agrees to protect the Confidential Information received from LIC with the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Respondent agrees to promptly inform LIC of any unauthorized disclosure of LIC's Confidential Information.

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

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

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

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

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

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

Respondent agree that Confidential Information is and shall at all times remain the property of LIC. Respondent acknowledge that the Confidential Information is confidential and material to the interests, business and affairs of LIC and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of LIC. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the party's intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of LIC and shall be returned upon written request or upon the Respondent's determination that it no longer has a need for such

information. Use of such property or licenses without the permission of LIC is strictly prohibited and the respondent will ensure that any of its employee or representative does not violate this condition, and even in the case when they cease to have any relationship with respondent.

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

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

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

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

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

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

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

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

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

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

The Respondent understand and agree that no failure or delay by LIC in exercising any right, power or privilege

hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

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

This Agreement shall be governed and construed in accordance with the laws of India

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

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

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

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

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

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

Name:

Designation:

Office Seal:

**Part-C: Location details of Offices/ Service Centers of the Bidder:**

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

**Part-D: Location wise details for Service and maintenance of Computer Systems and peripherals**

| Details for Service and maintenance of Computer Systems and/or peripherals during the last three financial years (2015-2016,2014-15,2013-14) |                  |                |                                                             |                                                                                                |                          |                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------|-------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------------------------|
| State                                                                                                                                        | Name of the city | Financial year | Name of the client/s to whose computer hardware is serviced | Name and contact details of Sr. officer representing the client/s for the purpose of reference | Approximate AMC Re venue | Details of the type of equipment serviced in the organization |
| Andhra Pradesh                                                                                                                               |                  |                |                                                             |                                                                                                |                          |                                                               |
| Arunachal Pradesh                                                                                                                            |                  |                |                                                             |                                                                                                |                          |                                                               |
| Assam                                                                                                                                        |                  |                |                                                             |                                                                                                |                          |                                                               |
| Bihar                                                                                                                                        |                  |                |                                                             |                                                                                                |                          |                                                               |
| Chhattisgarh                                                                                                                                 |                  |                |                                                             |                                                                                                |                          |                                                               |
| Goa                                                                                                                                          |                  |                |                                                             |                                                                                                |                          |                                                               |
| Gujarat                                                                                                                                      |                  |                |                                                             |                                                                                                |                          |                                                               |
| Haryana                                                                                                                                      |                  |                |                                                             |                                                                                                |                          |                                                               |
| Himachal Pradesh                                                                                                                             |                  |                |                                                             |                                                                                                |                          |                                                               |
| Jammu and Kashmir                                                                                                                            |                  |                |                                                             |                                                                                                |                          |                                                               |
| Jharkhand                                                                                                                                    |                  |                |                                                             |                                                                                                |                          |                                                               |
| Karnataka                                                                                                                                    |                  |                |                                                             |                                                                                                |                          |                                                               |
| Kerala                                                                                                                                       |                  |                |                                                             |                                                                                                |                          |                                                               |
| Madhya Pradesh                                                                                                                               |                  |                |                                                             |                                                                                                |                          |                                                               |
| Maharashtra                                                                                                                                  |                  |                |                                                             |                                                                                                |                          |                                                               |
| Manipur                                                                                                                                      |                  |                |                                                             |                                                                                                |                          |                                                               |
| Meghalaya                                                                                                                                    |                  |                |                                                             |                                                                                                |                          |                                                               |
| Mizoram                                                                                                                                      |                  |                |                                                             |                                                                                                |                          |                                                               |
| Nagaland                                                                                                                                     |                  |                |                                                             |                                                                                                |                          |                                                               |
| Orissa                                                                                                                                       |                  |                |                                                             |                                                                                                |                          |                                                               |
| Punjab                                                                                                                                       |                  |                |                                                             |                                                                                                |                          |                                                               |
| Rajasthan                                                                                                                                    |                  |                |                                                             |                                                                                                |                          |                                                               |
| Sikkim                                                                                                                                       |                  |                |                                                             |                                                                                                |                          |                                                               |
| Tamil Nadu                                                                                                                                   |                  |                |                                                             |                                                                                                |                          |                                                               |
| Tripura                                                                                                                                      |                  |                |                                                             |                                                                                                |                          |                                                               |
| Uttar Pradesh                                                                                                                                |                  |                |                                                             |                                                                                                |                          |                                                               |
| Uttarakhand                                                                                                                                  |                  |                |                                                             |                                                                                                |                          |                                                               |
| West Bengal                                                                                                                                  |                  |                |                                                             |                                                                                                |                          |                                                               |

I state that the information stated above in each part of the Annexure EC (3) and its enclosures is true and correct.

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

**Signature of the Authorized Signatory**

**Name:**

**Designation:**

**Name & Address of the company:**

**Seal of the Company**



**PRE CONTRACT INTEGRITY PACT**  
**(No deviations in wordings permitted)**  
**(To be submitted on a stamp paper of Rs. 250/- by the Bidder)**

**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....2017 , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s ..... represented by Shri..... .( hereinafter called the "BIDDER /SELLER" which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

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

**Commitments of the BUYER**

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

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

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

- 1.3** All the officials of the BUYER will report to the appropriate “CVO” any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of BIDDERS**

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

- 3.1** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3** Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4** BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

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

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

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

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

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

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

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

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

#### **5. Earnest Money (Security Deposit):**

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

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

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

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

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

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

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

#### **6. Sanctions for Violations:**

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

## 7. Fall Clause:

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for

elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

#### 8. Independent Monitors:

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

Name address of the Monitor(s): **1.)** Shri. Shyam Lal Bansal, Ex CMD of Oriental Bank of Commerce, A-1202, 13<sup>th</sup> Floor, La Lagune, Sector-54, Gurgaon-122001. **2.)** Shri. Kata Chandras, IRS (Retd), G-1, Reliance Homes, 8-2-647/R, Road no.7, Banjara Hills, Hyderabad-500034.

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

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

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

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

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

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

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

#### 9. Facilitation of Investigation:

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

#### 10. Law and Place of Jurisdiction:

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

#### 11. Other Legal Actions:

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

12. Validity:

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER

BIDDER

Name of the Officer:

CEO

Dept./MINISTRY/PSU

Designation

Witness

1.....

1.....

2.....

2.....