AGREEMENT FOR EMPANELMENT OF VENDORS FOR SUPPLY OF COMPUTER HARDWARE & SERVICING OF HARDWARE BETWEEN LIFE INSURANCE CORPORATION OF INDIA AND M/s. ____________________________________

This AGREEMENT for Empanelment of VENDOR (herein after also called as the "Agreement"), is made on the _____ day of ________ 20__ between the **Life Insurance Corporation of India**, Central Office, located at Yogakshema, Jeevan Bima Marg, Mumbai – 400 021 (herein after known as "**LIC"** of the one part AND **M/s ___________________________** (name of the VENDOR) herein after known as the "**VENDOR**" of the other part.

WHEREAS,

The M/s ______________________________ , having represented to LIC that it has the required professional skills, personnel and technical resources, which it has offered to provide in response to RFP

RFP REF: LIC/CO/IT-BPR/HW/2016-17/03 Dated: 03/09/2016 issued by LIC.

The LIC has accepted the offer of M/s ____________________________ subject to their abiding by the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED and covenanted that the terms and conditions mentioned in the RFP

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

and the terms and conditions mentioned hereunder shall form a part and shall be read with the respective purchase orders for the purchase of any Computer hardware systems / components/ peripherals/ software that shall be executed by M/s ___________________ and AMC that may be awarded, during the validity period of this empanelment, as applicable.

NOW THE ABOVE PARTIES HEREBY AGREE TO AS FOLLOWS :

1) This Agreement, its meaning and interpretation, and the relation between the above Parties shall be governed by the applicable laws of India.

2) Empanelment does not mean award of any Purchase Order to the Vendor. The VENDOR does not acquire any other right, retrospective or prospective, in the matters of supply and servicing of LIC's hardware.

3) The Vendor will have no claim for servicing the machines already supplied to LIC/ being supplied under the past RFPs / current RFPs whose validity has not expired. All such hardware will continue to be serviced by the existing vendors unless LIC decides to discontinue the existing vendors for servicing.

4) LIC may decide to extend the validity period of any of the existing RFPs, and the Vendor shall not have any right to dispute / challenge the same.

5) This empanelment does not serve as a blanket endorsement of the Vendor's products and services.

6) LIC shall separately evaluate the products supplied and the services rendered by the Vendor from time to time. Likewise, the Vendor's responsiveness to LIC's RFPs, adherence to delivery / completion schedules and quality of services etc. will be the determining factors for sustenance of the business relationship and continuation of the empanelment as "Vendor".

7) LIC expects active participation of the Vendor in all the IT products related initiatives / RFPs undertaken by LIC. Hence, if the VENDOR fails to participate in three consecutive hardware-related initiatives / RFPs floated by LIC, the continuation of VENDOR in the panel for Vendors may be reviewed by LIC.

8) Performance Bank Guarantee :

i. The Bank Guarantee (BG), submitted by the Vendor will be valid for a minimum period of 39 months from the date of signing of the contract and this would be for the performance guarantee to LIC. This BG can be invoked by LIC at anytime during the empanelment period for recovery of any penalties of the individual RFPs/ agreements / or for any other valid reasons/ reasons given in this RFP, and subsequent modifications, if any. In case, the full amount of BG is forfeited then the Vendor may be dis-empanelled. However, the decision of LIC will be final in this matter.

ii. The Vendor will have to submit bank guarantees/ Performance Bank Guarantee as defined under individual RFPs and at the time of signing of each Annual Maintenance Contract (AMC).

iii. In no case the bank guarantee will be released by LIC before the expiry of validity period of BG.

iv. In case the tenure of servicing is extended beyond five years, the Vendor will be required to extend the validity period of the BGs.

9)

i. However, the exact terms and conditions will be defined in the individual RFPs.

i. If LIC desires, the VENDOR will undertake Annual Maintenance Contract (AMC) of the third party equipment installed previously, equipment maintained by another VENDOR at the then prevailing rate, SLA and other conditions.

ii. The above general conditions are not exhaustive and the exact terms and conditions, AMC conditions, SLA etc. will be defined in the individual RFPs to be floated by LIC during the empanelment period.

10) General Conditions: The following conditions would be generally applicable under this agreement on contract entered into and will be binding on the Vendor. The points mentioned below are indicative/ illustrative and not exhaustive and may be subject to modification in the individual RFPs to be released during the validity period of the empanelment**:-**

i. For every RFP issued during the empanelment period the Vendor has to submit a service agreement/ undertaking on a stamp paper of Rs.250 with the OEM whose products are being quoted. The agreement / undertaking should require that the OEM will be in a position to honor the warranty & support for 6 years (as applicable) for the products quoted, independent of continuation of the Vendor's channel partnership arrangement with the OEM for the individual RFPs.

ii. LIC may insist for certifications that are current/ in vogue at the time of floating of individual RFPs during the empanelment period.

iii. The Vendor has to deliver and install the Hardware / Software for all the Purchase Orders placed, within the timelines as mentioned in the relevant clause of RFP.

iv. The Vendor supplying the equipment will have to maintain, update and stock spares for the equipment supplied for a minimum period of five years, irrespective of whether the equipment is manufactured by the Vendor or procured from any other principal Vendor/OEM. The Vendor will have to ensure the availability of consumables for the supplied equipment for a minimum period of 6 years, irrespective of whether the equipment is manufactured by the Vendor or procured from any other principal Vendor/ OEM. (The entire responsibility will rest on the Vendor for servicing and proper functioning of the equipment.)

v. While servicing the hardware, the Vendor / Service Partner has to install OEM manufactured Spare Parts of same or higher configuration (subject to compatibility). LIC in individual RFPs insists on certain brands for certain components. While attending to breakdowns where replacement of components is required, the Vendor / Service partner has to adhere to the brands listed in the respective RFP / Annual Maintenance Contract (AMC). LIC may do a random / periodic audit of the spares used and in case of violation the matter will be viewed seriously.

vi. Service Level Agreement (SLAs) will be generally as defined in individual RFPs / Annual Maintenance Contract (AMC) documents. LIC reserves the right to revise the~~se~~ terms and conditions in the interest of the Corporation whenever required.

vii. The hardware procured by LIC shall be under comprehensive on-site warranty covering all parts, for a period of three years, from the date of installation. For software, the warranty will be as defined in the individual RFPs.

viii. The Vendor will have to enter into AMC for one year at the end of the warranty period, renewable annually, on the terms and conditions proposed by LIC. LIC reserves the right to extend / terminate the AMC depending on the circumstances / high failure rates/ deficiency in servicing.

ix. LIC may allow the Vendor to appoint any of the empanelled Hardware Service Vendor only as Service Partner during the empanelment period. Conversely, the empanelled Hardware Service Vendor, on fulfillment of the eligibility criteria may be allowed to service the hardware, using their own CSDC.

x. DEFICIENCY IN QUALITY OF HARDWARE SUPPLIED & SERVICE PROVIDED BY THE VENDOR:

LIC will periodically review the performance of the Vendor in each Division. The criteria for reviewing the performance will be as follows:

a) **Failure rate of machines or component:** In case, during the review, it is found that there is high incidence of breakdowns in machines/ components at anytime during the first three years from the date of delivery, LIC may take a decision to dis-allow such models from being quoted in future RFPs. The failure rate statistics will be derived from LIC’s Hardware Complaint Tracking Module (HCTM).

b) **Deficiency in servicing:** Performance will be objectively assessed by LIC such as the quality of engineers posted, number of structured meetings not attended, ratio of penalty incurred to AMC payable compared to that of other Vendors, statistics for which will be derived from LIC's Hardware Complaint Tracking Module (HCTM) and also on the basis of recommendations of RMs (IT) of LIC.

Apart from the above, LIC will be at liberty to add / modify the criteria to judge the deficiency in servicing / quality of hardware and these criteria will be incorporated in each subsequent RFP / AMC document. If there is a deficiency in servicing based on the stated criteria, the Vendor will be issued a warning letter. In case, there is no improvement observed within 3 months from the date of issue of warning letter or the Vendor unilaterally withdraws support for servicing of the hardware supplied by him, LIC may take a decision to debar / blacklist the Vendor and / or not allow the Vendor to participate in any future RFPs for a period which will be decided by LIC.

In case of deficiency in service of any hardware of LIC (existing / new) by the Vendor, the same will be offered to another Vendor(s) depending on the comparative performance.

Additionally for **(a) & (b)** above, LIC may take any other action also as may be deemed necessary including invocation of Performance Bank Guarantee (in part or full) as defined in the individual RFPs, depending on severity of deficiency of service / poor quality of Hardware. However, LIC will take a considered view at that time and the decision of LIC will be final and binding on the Vendor.

a. Further, in case, the Vendor withdraws his bid before the expiry of the validity period of any of the RFPs issued during the empanelment period or does not execute the Purchase Orders issued or in the event of non-fulfillment of AMC contract or refusal to take-up / renew AMC for the equipments supplied by them, the Vendor may be debarred / blacklisted by LIC & may not be allowed to participate in any future RFPs for a period which will be decided by LIC. Additionally, LIC may take any other action also as may be deemed necessary including invocation of Performance Bank Guarantee (in part or full). However, LIC will take a considered view at that time and the decision of LIC will be final in this matter.
b. If LIC desires, the Vendor will undertake Annual Maintenance Contract (AMC) of the third party equipment installed previously, equipment maintained by another Vendor at the then prevailing rate, SLA and other conditions.
c. The above general conditions are not exhaustive and the exact terms and conditions, AMC conditions, SLA etc. will be defined in the individual RFPs to be floated by LIC during the empanelment period.

11. **WARRANTY, MAINTENANCE AND SERVICING OF HARDWARE- SERVICE LEVEL AGREEMENT:**

The Terms & Conditions for maintenance of Hardware & Software during the Warranty period and AMC thereafter are as below.

i. **SOFTWARE:** Warranty period for the media will be 30 days from the date of delivery of Media. If during the warranty period, the Media is found to be defective, the Vendor has to replace the Media CD at his own cost.

ii. **HARDWARE:** All the Hardware items, as per specifications given in Technical Annexure-I, shall be under comprehensive on-site warranty covering all parts and labor for a period of three years and thereafter will be covered under AMC. The

Vendor shall enter into a comprehensive Annual maintenance Contract (AMC) with LIC, after expiry of the Warranty period, at the rates prevalent then. The Terms and Conditions of current AMC are as per Annexure XV. However, LIC reserves the right to revise these terms & conditions in AMC in future in the interest of LIC.

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

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

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

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

a. Printers - Cleaning of printers thoroughly and checking the various alignments and functioning of the print heads and logic cards, hammer modules etc.,

b. Environmental check for hardware items e.g. earthing and voltage.

c. Any other Servicing/maintenance/ up-gradation jobs which may be entrusted to engineers from time to time by LIC.

vii. Penalty of 1% of the cost of the hardware item, per quarter will be charged, 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.

viii. 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.

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

x. 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.

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

xii. In both the cases mentioned above in (x) & (xi) fresh order will be placed by LIC with the Vendor concerned for the supply of the new hardware against the lost/damaged equipment/ component. Monthly rental of 5% of basic Hardware cost will be payable to the Vendor for the equipment supplied as standby. If the Vendor does not provide standby equipment, the penalties for breakdown as per SLAs defined in the Table-A below will be imposed.

xiii. 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 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.

xiv. 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.

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

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

xvii. Breakdown Complaint(s) will be booked by the user of the machine of the respective LIC office. Hardware Breakdown/fault/ failure complaints will be intimated by the Corporation to the Vendor through E-mail from LIC's Complaint Tracking module. 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. 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.

xviii. 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.

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

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

12 SERVICE LEVEL AGREEMENT (SLA):

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

Table-A

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

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

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

Table-B

Chart of Penalties: SLAs						
13	**Service Levels**					
	Hardware Type	**Per day Breakdown charges up to 3 days**	**Per day Breakdown charges from 4th day to 7th day**	**Per day Breakdown charges from 8th day to 10th day**	**Beyond 10 days.**	**Maximum Penalty for Breakdown**
B	**MFPs, Laser Printers, Scanners and Projectors**	**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**

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

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

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

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

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

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

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

x. Penalty Cap (on Quarterly basis) for all penalties excluding the penalties for structured meeting, as per SLA, will be 10 times of the notional AMC (current AMC rate is 9 % of the Hardware cost) of the Hardware supplied at DO/ZO/CO as the case may be.

xi. The Vendor will have to enter into AMC for one year at the end of the warranty period, renewable annually, on the terms and conditions proposed by LIC. LIC reserves the right to extend / terminate the AMC depending on the circumstances / high failure rates/ deficiency in servicing.

xii. The Vendor should maintain proper Inventory of various systems provided by them at various locations.

13 SINGLE POINT OF CONTACT/ REGULAR STRUCTURED MEETINGS:

i. The selected Vendor is required to appoint a National Project Manager (NPM) based at Mumbai and Single Point of Contact (SPOC) for each Zone allotted, at Zonal location. The appointment of NPM and SPOC is mandatory.

ii. The NPM will be In charge of all the Zonal SPOCs and the SPOCs in turn will be In charge of all the Zonal & Divisional Engineers of the Vendor. The responsibilities of the NPM are as follows (indicative not exhaustive):

   a. Act as a single point of contact for the entire project
   b. Overall monitoring of project to ensure smooth rollout of the project
   c. Coordination for Delivery/Installation of New hardware within stipulated time frame
   d. Service Issues in the warranty period
   e. Call flow management
   f. SLA management and reporting
   g. Submission of periodical Reviews if required by LIC

iii. The NPM has to meet the Assistant Secretary of Hardware Section, CO within one week of being informed of the selection as Vendor and /or allotment of the Group(s)/ Zone(s) and has to provide the Authorization letter from the Company of the Vendor appointing him as the NPM, contact details such as his address, email id, mobile number and Landline Number, FAX number. The NPM is required to contact the respective Regional Manager (IT) for the Introductory Meeting on the mutually agreed date and keep AS (IT) at CO informed of dates of all such meetings.

iv. It will be mandatory for the Zonal SPOC to meet Regional Managers (IT) of the concerned LIC Zone every month/quarter as defined in the RFP, on a mutually convenient date, to sort out the service issues of the Zone. In case the Zonal SPOC is appointed State wise, all such SPOCs for the Zone should be present for the meeting. The agenda of such meetings should be finalized well in advance by the Vendor as well as RM (IT) and the Vendor should forward the agenda to RM (IT) before the date of the meeting. The signed copy (by RM (IT) and SPOC/s) of minutes of the meeting (MOM) covering all agenda items shall be uploaded on the Vendor Portal.

v. The Vendor shall also nominate a specific person as the single point of contact (SPOC) for each LIC Division. The Divisional SPOC shall submit to each LIC Manager (IT) the name and contact details of the SPOC and Service Engineers, including address, telephone number, mobile number, FAX number/email address applicable to the Division, as per Annexure III within 2 weeks of Introductory Meeting with the RM (IT) at Zonal Office.

vi. It is mandatory for the Divisional SPOC to have a structured meeting with the respective Managers (IT) as defined in the RFP, on a mutually convenient date to sort out the local service issues. The minutes of the meeting have to be uploaded on the Vendor Portal.

vii. The meeting agenda apart from other items, at LIC Zonal Office & Division Office should compulsorily include the following:

a. Review of all pending POs.
b. Status of lifting of the buyback hardware at different locations.
c. Submission of latest Escalation Matrix as per Annexure III.

viii. If the above conditions for conducting the meetings are not met, the following penalties shall be applicable during the warranty period:

Sr. No	**Description of the Condition**	**Penalty applicable for each Default**
1	If NPM is not appointed OR substituted immediately in case of change OR NPM does not attend meetings as and when required by CO IT.	Rs. 10,000/- for each default.
2	If Structured monthly/quarterly meetings are not held with RM(IT)/ Manager(IT) as defined in RFP	Rs. 10,000/- for each meeting not held

14 Support Infrastructure:

i. The servicing and maintenance of hardware supplied to LIC has to be process driven. Therefore, the Vendor / Service Partner should have a 24 x 7 Centralised Service Delivery Centre (CSDC) having ISO 20000 certification for call logging and L3 level technical service support for all Hardware supplied.

ii. The support process has to be entirely driven by the Vendor even though approvals would have been given for all Service Partners. The Vendor will be fully responsible for servicing the hardware, supplied by him, for a period of at least 6/7 years (as applicable) from the date of installation, irrespective of the continuity of the Vendor as an Vendor, provided within this period the Vendor has not been blacklisted by LIC. In case the Vendor withdraws service support during the period of 6/7 years, the Performance Bank Guarantee may be forfeited, in part or full. LIC will take a considered view in the matter and the decision of LIC will be final and binding.

iii. The Vendor having their own CSDC with the requisite certification is allowed to appoint service partner(s) for servicing the hardware that will be supplied to LIC by the Empanelled Vendor during the validity period of the empanelment. The consent of each service partner, whenever appointed, has to be given to LIC. However, the Empanelled Vendor will be fully responsible for any deficiencies of services on the part of the service-partner(s) (if any). Authorization letter has to be taken from LIC, CO,(IT-Hardware) MUMBAI for each such service partner/ change of service partner (appointed by Vendor) else they will not be allowed to work for LIC. The Vendor shall directly be responsible for managing the activities of its personnel and/ or the personnel of it's service partners/ and will be accountable for both.

iv. The Vendor/ Service Partner has to use the CSDC for Ticket generation, deployment of engineer, internal escalations, monitoring etc. However, LIC has its own Hardware Complaint Tracking Module (HCTM) through which automated mails for hardware breakdowns will be generated to the CSDC 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.

v. The Vendor, who has been selected as approved vendors for supply of hardware under any RFP, will be required to nominate one National Project Manager (NPM) at Mumbai who will monitor the implementation and usage of the above softwares for the zones / divisions allotted to the Vendor for Hardware supply / servicing. The NPM has to initiate meetings with the designated LIC Central Office Hardware Official at Mumbai on a monthly basis to update on the implementation & usage of the software, wherever applicable. Failure to do so will attract a penalty of Rs 10,000 per meeting not attended and will be deducted from any amount payable to the vendor.

vi. The Vendor can appoint service partner from the empanelled Hardware Service Vendors.

vii. There should be minimum 100 engineers on roll, with qualifications as mentioned in the RFP. In case service partner is appointed, there should be 100 engineers for each Service Partner and total 100 engineers, on roll, along with the Vendor's engineers, with qualifications as mentioned in the RFP. All engineers should be issued an identity card by the employer which should invariably be carried for verification during the servicing visits to LIC offices.

viii. For the above an undertaking should be submitted by Vendor duly signed by respective Company Secretary as per Annexure EC (1) of this RFP. This Annexure will also have to be submitted at the time of each AMC renewal. LIC can make a reference check for the qualifications, experience and certifications of any engineer deployed to LIC for servicing and suitable action will be taken against the VENDOR if violations are observed. Irrespective of the fact that the engineer possesses adequate qualification / experience LIC may insist for change of engineer if not found suitable.

ix. In addition, if LIC finds that any of the Vendor's engineers has committed serious misconduct or has been charged with having committed a criminal action, or has reasonable cause to be dissatisfied with the performance of any of the engineer, then the Vendor shall, at the LIC's written request specifying the grounds there for, forthwith provide as a replacement an engineer with qualifications and experience acceptable to LIC.

x. Except as LIC may otherwise agree, no changes shall be made in the engineers. If, for any reason beyond the reasonable control of the Vendor, such as retirement, resignation, death, medical incapacity, among others, it becomes necessary to replace any of the engineers, the Vendor shall forthwith provide as a replacement a person of equivalent or better qualifications.

15 Rights reserved by LIC :-

i. If at any future point of time, it is found that the VENDOR had made a statement which is factually incorrect, LIC reserves the right to debar the VENDOR from participating in future RFPs 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.

ii. LIC reserves the right to accept or reject any of the RFP to be floated in the future and annul the RFP process and reject all RFPs, at any time prior to award of contract 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.

iii. Although the validity of the empanelment will be for Two years from the date of declaration of panel of VENDORs, LIC may, at its discretion, extend the validity period of the empanelment for a maximum period of one year. LIC may also decide to undertake a fresh empanelment exercise anytime before the expiry of validity period. The current empanelment shall cease to exist, after the completion of the fresh empanelment exercise.

iv. All existing RFPs / Annual Maintenance Contract (AMC), will continue to be valid till the validity period (including extensions, if any) of respective RFPs/ AMCs irrespective of this empanelment exercise.

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

vi. 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 Corporation. The decision of LIC in all such matters will be final and binding on all the Vendors. This also applies to dispute over interpretation of clauses in the RFP.

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

viii. The LIC may terminate the contract if it determines at any time that representatives of the Vendor and its service partners' were / are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the agreement, without the Vendor having taken timely and appropriate action satisfactory to LIC to remedy the situation.

16 Other Conditions

i. **Assignment**: Except as explicitly stated in the RFP document, the Vendor shall not assign in whole or in part, the obligations to perform under the agreement, to a third party.

ii. **Limitations 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.

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

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

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

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

iv. **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.

v. 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.

vi. **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.

vii. Force Majeure:

- The Vendor shall be liable for any delay (including OEM delays) in execution or failure of his 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.
- In case a Force Majeure situation arises, the Vendor shall immediately notify LIC in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the execution of the Purchase Order.
- Unless otherwise directed by LIC, in writing, the VENDOR shall continue to perform its obligations under the agreement 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.

viii. 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.

ix. Ambiguities within the Document:

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

a) as between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

b) as between the provisions of this RFP and its Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures; and

c) as between any value written in numerals and that in words, the value in words shall prevail.

x. 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.

Signed and executed on this _____ day of _________, 20__ at Mumbai.

For & on behalf of LIC OF INDIA		**For & on behalf of M/S. ____________**	
Signature	______________________	Signature	______________________
Name	______________________	Name	______________________
Designation	______________________	Designation	______________________
Official Seal		Official Seal	
Witness	______________________	Witness	______________________
Name	______________________	Name	______________________
Designation	______________________	Designation	______________________
Date	_______________	Date	_______________