

**Section-H : REVISED ANNEXURES**

**1) Annexure-I : Covering letter**

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

**Sir,**

LIC's RFP Ref.No: CO/IT-BPR/NW/RFP/2019-20/01 dated: 30<sup>th</sup> May 2019

**Reg.: Our bid for Supply, Installation, Integration and Support of Network Modems etc. for LIC of India**

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

We hereby agree and accept all the clauses/terms and conditions mentioned in the RFP document dated: 30<sup>th</sup> May 2019 and also subsequent modifications dated \_\_\_\_\_ 2019.

**We understand that,**

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

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2019**

**Thanking you,**

**Yours faithfully**

**Authorized Signatory,**

**For \_\_\_\_\_(Company name)**

2) **Annexure –II: Company profile and other information**

To,

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

**Application form for the Eligibility of the bidder**

Ref.: CO/IT-BPR/NW/RFP/2019-20/01 dated : 30<sup>th</sup> May 2019

**A. Company Details :-**

|                                                                                                                                                                                                                |                                         |                                          |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------|------------------|
| <b>Name of the company:</b>                                                                                                                                                                                    |                                         |                                          |                  |
| <b>Type of the Company</b><br>[ Govt/PSU/Pub.Ltd/Pvt<br>ltd/JV etc .]                                                                                                                                          |                                         |                                          |                  |
| <b>Address of Corporate Office (HQ)</b>                                                                                                                                                                        |                                         |                                          |                  |
| <b>Sales Tax/VAT/GST registration number and date of registration</b>                                                                                                                                          |                                         |                                          |                  |
| <b>Service Tax registration No. and date of registration</b>                                                                                                                                                   |                                         |                                          |                  |
| <b>Year of Incorporation</b>                                                                                                                                                                                   |                                         |                                          |                  |
| <b>In the network integration in India business since</b>                                                                                                                                                      |                                         |                                          |                  |
| <b>Turnover and profit of the Company :</b><br><br><b>Indian Financial Years : 2016-2017</b><br><br><b>2017-2018</b><br><br><b>2018-2019</b>                                                                   | <b>Turnover<br/>(Rupees<br/>Crores)</b> | <b>Profit earned<br/>(Rupees Crores)</b> |                  |
|                                                                                                                                                                                                                |                                         | <b>Before Tax</b>                        | <b>After Tax</b> |
|                                                                                                                                                                                                                |                                         |                                          |                  |
|                                                                                                                                                                                                                |                                         |                                          |                  |
| <b>Address for communication :</b>                                                                                                                                                                             |                                         |                                          |                  |
| <b>Official Web Site (URL) :</b>                                                                                                                                                                               |                                         |                                          |                  |
| <b>Contact persons details :</b><br><br><ul style="list-style-type: none"> <li>▪ Name:</li> <li>▪ Designation:</li> <li>▪ Phone (O):</li> <li>▪ Fax (O):</li> <li>▪ Cell No.:</li> <li>▪ E-mail ID:</li> </ul> | <u>First Person:</u>                    |                                          |                  |
|                                                                                                                                                                                                                |                                         |                                          |                  |
|                                                                                                                                                                                                                |                                         |                                          |                  |
|                                                                                                                                                                                                                |                                         |                                          |                  |
|                                                                                                                                                                                                                |                                         |                                          |                  |
|                                                                                                                                                                                                                |                                         |                                          |                  |

|                                                                                                                                                                        |                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <ul style="list-style-type: none"> <li>▪ Name:</li> <li>▪ Designation:</li> <li>▪ Phone (O):</li> <li>▪ Fax (O):</li> <li>▪ Cell No.:</li> <li>▪ E-mail ID:</li> </ul> | Second Person: |
|                                                                                                                                                                        |                |
|                                                                                                                                                                        |                |
|                                                                                                                                                                        |                |
|                                                                                                                                                                        |                |
|                                                                                                                                                                        |                |
| Any other relevant information bidder would like to submit, which is not covered in the above points :                                                                 |                |

**B. Details of the EMD (Demand Draft and Bank Guarantee) :-** (NA for MSMEs as specified in the corrigendum)

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

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

**C. Other information/Compliance :-**

| Sr. No. | Bid condition / Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Complied (Yes/No) |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1.      | a) The bidder should be a registered entity in India.<br>or<br>b) A company/statutory body owned by Central/State Govt.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                   |
| 2.      | The bidder shall be a system integrator (SI) for Networking equipments and supporting similar technologies (Network solutions asked in this tender viz. Network Modems ,Routers, managed-switches) operating since last three financial years. The system integrators should have back-to-back support with the OEM for the product proposed and should not be a mere reseller. Bidder must have prime and direct (selling, support, upgrade and service) partnership with the solution / technology provider.                                                                                                                                                              |                   |
| 3.      | The bidder should <u>not</u> have been de-barred /Black-listed(for last 3 years from the date of floating of this RFP) by any State Government in India or any of its agencies or Government of India <u>or</u> any of its agencies or any PSU/BFSI (including LIC of India) in India .<br><br>The bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction which would materially affect the performance of the Bidder's services. If such an action exists and the bidder considers that it does not affect its ability to deliver the requirements as per the tender, it shall provide details of the action(s). |                   |
| 4.      | The Bidder should have executed at least one order (either single or clubbed) of Rs. Eight Lakhs in any two of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. In case the order is for multiple items/equipments the value of order for modems should explicitly be Rs. Eight lakhs.                                                                                                                                                                                                                                                                                                  |                   |

|    |                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 5  | Bidder should have successfully implemented one similar project (involving routers, switches, modems, networking equipments) in at least 50 locations ( <i>excluding the ATM kind of deployments</i> ) in any PSU /Private Bank/ Insurance/BFSI/Financial institution/TSP/Government Departments (taken together) in India within the last three financial years immediately preceding the date of this RFP. |  |
| 6  | Bidder should have minimum annual turnover of Rs.2 Crores in each of the last three Financial Years immediately preceding the date of this RFP.                                                                                                                                                                                                                                                              |  |
| 7  | Bidder should have been making profit before taxes during at least one out of the three years immediately preceding the date of this RFP.                                                                                                                                                                                                                                                                    |  |
| 8  | The Bidder should be able to support the equipments procured directly or through their franchise/Authorized Support Partners (ASP) have support centers with at least one support center in each state across India ( other than North East Region) and at least one support center in North East Region.                                                                                                    |  |
| 9  | The bidder should submit an Authorization for the signatory nominated for signing of all the documents submitted in response to this RFP.                                                                                                                                                                                                                                                                    |  |
| 10 | The bidder has to provide details of Top 3 customers being serviced by them for Networking.                                                                                                                                                                                                                                                                                                                  |  |
| 11 | Pre-Contract Integrity Pact duly filled and signed                                                                                                                                                                                                                                                                                                                                                           |  |

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

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

SIGNATURE

Authorized signatory

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

Date :

Official Seal of the company

3) **Annexure – III: Manufacturer’s Authorisation Form (MAF)**

**Tender Reference No: CO/IT-BPR/NW/RFP/2019-20/01 dated: 30<sup>th</sup> May 2019.**

To,

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

Dear Sir,

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

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

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

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

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

Yours faithfully,

Name of person  
For and on behalf of M/s \_\_\_\_\_  
Designation  
Contact Details  
Date :  
Place :

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

4) **Annexure-IV:** Declaration regarding non-Blacklisting

**Tender Reference No: CO/IT-BPR/NW/RFP/2019-20/01 dated: 30<sup>th</sup> May 2019.**

To,

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

This has reference to the LIC's Tender Reference No: **CO/IT-BPR/NW/RFP/2019-20/01 dated: \_\_\_\_\_ 2019**, regarding bid for Supply, Installation, Integration and Support of Network Modems etc. for LIC of India. We \_\_\_\_\_ (name and address of the bidder) hereby confirm that we have not been black-listed/debarred by any Govt./ PSU/ BFSI organization/ Government Departments in India, including LIC, as on date of submission of the bid. Also, there has been no occasion of disassociation with any of our customers in India on account of delayed/defaulted deliveries or services during last on year.

SIGNATURE

Name:

Designation:

Authorized Signatory

**Date :** \_\_\_\_\_ ' 2019

Place:

Company Seal

(This Undertaking has to be executed on a duly notarized Stamp Paper of Rs.500/- and forms part of the Bid)

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

**Tender Reference No: CO/IT-BPR/NW/RFP/2019-20/01 dated : 30<sup>th</sup> May 2019.**

**Network Related Projects**

(The projects undertaken with LIC should be excluded)

**Information of the implementation of similar projects in 50 locations (within last three financial years preceding the date of this RFP):**

| Financial year | Name of the client for whom projects undertaken | Type of project | Name and contact details of Sr. officer representing the client for the purpose of reference | Approximate project cost in Rs. crores | Date of award of the Purchase Order | Model of the Modems supplied | Number of locations and involved |
|----------------|-------------------------------------------------|-----------------|----------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------|------------------------------|----------------------------------|
|                |                                                 | 1.              |                                                                                              |                                        |                                     |                              |                                  |

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

Authorized Signatory

Name:  
Designation:

Date:  
Place:

Seal of the company

6) **Annexure-VI: List of support centers (To be given separately in an Excel sheet)**

7) **Annexure-VII: Bank Guarantee Format for E.M.D.**

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

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

And whereas \_\_\_\_\_ (Vendors name) having its head office at \_\_\_\_\_ (address), is participating in the RFP Ref.No. **CO/IT-BPR/NW/RFP/2019-20/01 dated: 30<sup>th</sup> May 2019** for "**Supply, Installation, Integration and Support of Network Modems etc.** " and subsequent modifications issued on \_\_\_\_\_.

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

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Vendor, upto a total amount of Rs.8,00,000/- (Rupees Eight Lakh only) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default as per the terms and conditions of the RFP Ref.No. **CO/IT-BPR/NW/RFP/2019-20/01 dated : 30<sup>th</sup> May 2019** for "**Supply, Installation, integration and support of Network Modems etc.** " and without cavil or argument, any sum or sums as specified by you within the limit of Rs. 8,00,000/- . (Rupees Eight Lakh only) as aforesaid, without your need to prove or to show grounds or reasons for your demand of the sum specified therein. This unconditional and irrevocable Guarantee shall not be affected by any change in the Constitution of the Bank.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

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

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019

**SEALED & SIGNED BY BANK**

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

To be executed over Rs.500 Stamp/Franked paper & notarized : (No deviations in wordings permitted)

**Non-disclosure Agreement (NDA)**

This Non-disclosure Agreement ("NDA") is made and entered into this \_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Sixteen (2019)

BY AND BETWEEN

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

AND

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

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

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

WHEREAS, the Respondent is aware that while responding to LIC's Request For Proposal (RFP) **Ref: CO/IT-BPR/NW/RFP/2019-20/01 dated : 30<sup>th</sup> May 2019**, the Respondent may be gathering information on LIC's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

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

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

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

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

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

Without the written consent of LIC the Respondent or any of his consortium partners should not make public announcements/comments on any website/or issues any media statements about the LIC, RFP or RFP process. The Respondent agrees to be responsible for any breach of this Agreement by its Representatives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator with mutual consent. The place of arbitration shall be Mumbai, India and the arbitration proceedings shall take place in the English language. IN WITNESS WHEREOF, the Respondent has caused this Agreement to be executed as of the date set forth above.

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

Signature

Authorized Signatory

Name:

Designation:

Date :

Place:

Office Seal:

9) **Annexure-IX**: *Technical Bid Format (Given separately in an Excel sheet)*

10) **Annexure-X: Declaration of Quality and Support**

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

Dear Sir,

**DECLARATION OF QUALITY AND SUPPORT**

**Ref: LIC CO/IT-BPR/NW/RFP/2019-20/01 dated : 30<sup>th</sup> May 2019**

This has reference to the LIC's Tender Reference No: **Ref: CO/IT-BPR/NW/RFP/2019-20/01 dated : 30<sup>th</sup> May 2019**, regarding bid **for Supply, Installation, Integration and Support of Network Modems etc. for LIC of India**

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

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

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

Signature

Authorized Signatory,

Name:

Designation:

Office Seal:

Date :

Place:

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

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

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

Ref.No. CO/IT-BPR/NW/RFP/2019-20/01 dated : 30<sup>th</sup> May 2019

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

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

Whereas \_\_\_\_\_ (Vendor’s Name) having its head office at \_\_\_\_\_ has been selected as the network vendor by the Corporation as per terms and conditions mentioned in the tender document/RFP Ref.No. CO/IT-BPR/NW/RFP/2019-20/01 dated : 30<sup>th</sup> May 2019.

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

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE :**

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

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

**SEALED AND SIGNED BY THE BANK**

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

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

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

15) Annexure-XV: Format for Short Shipment Form

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

| SHORT SHIPMENT FORM (LIC)                                                                                           |                      |         |                                    |                                   |
|---------------------------------------------------------------------------------------------------------------------|----------------------|---------|------------------------------------|-----------------------------------|
| Name of the AMC Vendor                                                                                              |                      |         |                                    |                                   |
| Office & department where equipments delivered                                                                      |                      |         |                                    |                                   |
| Reference of LIC's Purchase Order No. and date                                                                      |                      |         | PO No.                             | Dated :                           |
| <b>On verification of the consignment for LIC's Networking equipments, following items/components were MISSING:</b> |                      |         |                                    |                                   |
| Date of Delivery of the consignment                                                                                 |                      |         | Dated :                            |                                   |
| S.No                                                                                                                | Description of Item: |         | Quantity as per the Purchase order | Quantity actually found/received. |
| 1                                                                                                                   |                      |         |                                    |                                   |
| 2                                                                                                                   |                      |         |                                    |                                   |
| 3                                                                                                                   |                      |         |                                    |                                   |
| 4                                                                                                                   |                      |         |                                    |                                   |
| 5                                                                                                                   |                      |         |                                    |                                   |
| 6                                                                                                                   |                      |         |                                    |                                   |
| Comments by LIC (if any):                                                                                           |                      |         |                                    |                                   |
| Comments by Vendor's engineer (if any):                                                                             |                      |         |                                    |                                   |
| Signature and seal of the Authorized LIC official                                                                   |                      |         | Signature of the Vendor's Engineer |                                   |
| Name                                                                                                                |                      |         | Name                               |                                   |
| Designation                                                                                                         |                      | Date :  | Date                               |                                   |
| SR Number                                                                                                           |                      | Place : | Contact No.                        |                                   |
| E-Mail ID                                                                                                           |                      |         | E-Mail ID                          |                                   |

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

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

LIC's Tender Ref.No. **CO/IT-BPR/NW/RFP/2019-20/01** dated : 30<sup>th</sup> May 2019

We \_\_\_\_\_ (The Service partner), having been selected by you as a service partner for attending to the breakdown calls of Network equipments of LIC of India (herein after called as "LIC" )and our employees shall not, unless LIC of India gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification of equipments, Network plan, drawing, IP-Addresses, routing pattern, sample or information furnished by the corporation (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

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

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

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

Signature

Authorized Signatory

Name:

Designation:

Date :

Place:

Office Seal:

***\*(To be executed on a duly notarized stamp paper of Rs.500/-, this agreement forms a part of the bid)  
letter head to CO-IT-Mumbai (wherever applicable) along with the QMC invoices)***