



Commercial Quotes are invited for the Network Items mentioned below , on a rental basis, for Life Insurance Corporation Of India (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Corporate Office at “Yogakshema”, Jeevan Bima Marg, Mumbai - 400 021 as per the specifications attached. The rates should be in Indian Rupees.

Sl. NO.	Description (Model)	Estimated Quantity	Rentals for six months Amount in INR(Per Unit) exclusive of taxes
1	Branch /SO Routers (with the required cards for termination of one serial link) as per technical specifications)	552	
2	24 Port L-2 Managed Switches as per technical specifications	617	
3	48 Port L-2 Managed Switches as per technical specifications	50	
4	Modem pairs(V.35 and G.703) as per technical specifications	1300	

Scope of Work

- 1) To supply, commission, install, test, configure, integrate with the corporate network/solution and support the networking/other equipments/solutions which are approved/ procured by LIC, at various locations identified by LIC. Site wise purchase orders will be issued by LIC and implementation has to be done as per the requirements of LIC. The sites will be spread all across the country.
- 2) Devices/ Equipments/Components/ Software supplied under this RFP should seamlessly integrate with existing network setup of LIC without requiring purchase of additional equipments/components/Software etc. and also without requirement of downgrading or upgrading of existing equipments/ components/software used by LIC. However, if any additional equipments/components/Software etc. is required for seamless integrate with existing network setup of LIC; the same has to be provided at no additional cost to LIC.
- 3) Obtaining of the Road/entry permits, other entry/security forms, insurance, etc. will be the sole responsibility of the vendor. However, LIC may sign the necessary forms as purchaser as per requirement on receipt of written request(s).
- 4) Crimping of LAN cables (Rack end) with appropriate RJ45 connectors (if required) for Router/Switch/Modem termination.
- 5) Termination of LAN cables on Router/Switch/Modem and end to end testing
- 6) Looping of cables from Router/Switch/Modem to patch panels (if required)
- 7) Looping of cables from Router to switch/Modem.
- 8) Vendor has to do end-to-end configuration of network devices, designing, implementation and customization of network level policies as per LIC's requirements.

- 9) Vendor will be responsible for ensuring end-to-end maintenance of Network/equipments and also undertake all the post failure repair/replacement of all equipments/components supplied & installed by him.
- 10) Vendor shall provide and implement the latest versions/upgrades of software/IOS (same class) etc. at no extra cost to LIC.
- 11) If required by LIC, vendor shall arrange to shift the equipment and install and commission the same at the shifted location depending upon the need and at no extra cost to LIC (only transportation cost, taxes, octroy, insurance as per actual will be borne by LIC).
- 12) Vendor shall specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards, physical ports, UPS, environmental conditions etc.
- 13) Vendor should maintain adequate functional spares at each of their service-centers so as to meet uptime commitment for each office of LIC. Vendor shall submit location-wise list of such spares to LIC (CO and Zones) at beginning of every Quarter.
- 14) Vendor has to submit User Acceptance Test (UAT) plan *(to be prepared jointly with LIC)* and undertake the UAT at Divisions/Zones/CO.
- 15) In case there is a cost incurred to LIC due to the wrong BoM/Specification/feature-set of network equipment at any location, the same will have to be replaced by vendor at no extra cost to LIC.

Terms and Conditions:

The Quantities indicated above are the estimated quantities, for which LIC shall place purchase orders. However, LIC may place purchase orders for lesser quantities and in a staggered manner.

The minimum commitment period for the rentals is six months. However LIC may extend the same up to one year. In case the rentals are procured for an intermediate period say eight months the amount payable shall be calculated for the period in excess of six months on a pro-rata basis.

The Central Office of LIC at Mumbai will place orders for the equipments/components for all its offices spread across the country. However, Payments will be made by the Central Office for the orders placed for the Central Office and by the respective Zonal office (eight Zonal offices at New Delhi, Kanpur, Kolkata, Patna, Bhopal, Hyderabad, Chennai and Mumbai) for the orders placed for it and the offices under their jurisdiction.

Selected vendor necessarily has to execute all the purchase orders issued by LIC and meet all the obligations of the Contract. Vendor should point out any discrepancy/deficiency in the purchase orders within two working days of its receipt. The date of Purchase Order (PO) or the date on which the required information/correction in PO is intimated to the Vendor would be deemed to be the date of acceptance of the PO for the purpose of calculating delivery period, and penalty thereof.

Note: - *Purchase order for the equipments may be issued by LIC in a staggered manner. The quantities mentioned under the "Estimated quantity" column of Technical/ Commercial Bid is indicative only and will be used to arrive at the L1 vendor. However, the actual quantities may differ at the time of issuing Purchase Order/s, depending on the actual requirements, circumstances prevailing at that time.*

Payment terms for Purchase orders:

- (a) No advance payment will be made by LIC. Payments will be made by the Central Office for the orders placed for the Central Office at Mumbai/Pune/MDC-Borivalli and by the respective Zonal offices for the purchase orders placed for it and the offices under their jurisdiction.

- (b) After complete delivery/installation under a particular PO, payment will be made by CO/ZO for such purchase order as a whole and not in piecemeal.
- (c) Efforts will be made to settle all payments within 30 days, for orders for which complete set of invoices along with supporting requirements/documents are submitted.
- (d) Payments will be released quarterly in arrears for a particular purchase order, on a pro-rata basis.
- (e) LIC will notify in writing/e-mail the date on which the vendor has to collect back his installed equipments. The vendor has to collect the equipments within seven working days of the same. In case of failure of the vendor to do so no rentals shall be paid after the stipulated date.

Documents to be produced for release of payment during the 1st payment:

- 1) Performance bank guarantee for sum equivalent to 10% of the value of the Purchase Order, as per enclosed format in this document.
- 2) Satisfactory proof of commissioning of Devices/ Equipments/Components/ Software as per specifications.
- 3) Invoice (with reference of Purchase Order for execution, description of various components, quantity, unit price, total amount details should be given). The rental charges for the each component should be mentioned separately in the invoice.
- 4) Since the payments will be made from nine centralized locations for all states across the country, appropriate GST invoices should be submitted by the vendor.
- 5) Delivery Challans in original
- 6) Verification of above deliverables and any other, if needed by Asst. Secretary (IT/BPR) or a higher ranking official at ZO/CO, IT department.
- 7) GST Details, NEFT details etc. for making the payment.

Documents to be produced for release of subsequent payments:

- 1) Invoice (with reference of Purchase Order for execution, description of various components, quantity, unit price, total amount details should be given). The rental charges for the each component should be mentioned separately in the invoice.
- 2) Since the payments will be made from nine centralized locations for all states across the country, appropriate GST invoices should be submitted by the vendor.
- 3) Delivery Challans in original
- 4) Verification of above deliverables and any other, if needed by Asst. Secretary (IT/BPR) or a higher ranking official at ZO/CO, IT department.
- 5) GST Details, NEFT details etc. for making the payment

Pricing & Taxes:

- a) Product/Software Prices shall be quoted all-inclusive of duties, levies etc. but **exclusive** of GST and Octroy/ local entry tax, LBT, service tax as applicable.
- b) Vendor will be entirely responsible for upfront payment of all applicable taxes (*wherever applicable*) like Central / State levies, sales tax, VAT, excise duty, cess, license fees, road permits, service tax, etc. in connection with delivery of products at site.
- c) VAT/ST/GST/Service-tax and Octroy/local entry tax/LBT wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actual on production of the original receipt in proof of having paid the said taxes on behalf of LIC. In case concrete evidence of having paid the appropriate taxes is not submitted along with the invoices to LIC, the vendor will not be eligible for any reimbursement on this count from LIC.
- d) It will be the responsibility of the vendor to take care of all the formalities connected with this project (*wherever and whatever applicable*) as per rules / tax laws / regulations / orders of any government/non-government/ regulatory authority in force etc.

Road Permit:

Road/entry permit etc. which may be required for entry into a State for supply of the equipments to the locations mentioned in Purchase Orders will have to be obtained by the Vendor, without any additional cost to LIC. The vendor has to take care of all other formalities which may be required for obtaining the Road-Permit / Entry permission.

Transportation and Insurance:

The Vendor is required to deliver the goods and services to the various locations of LIC across the country as specified by LIC. Transportation and Insurance of goods shall be arranged and paid for by the vendor at no extra cost to LIC. The goods supplied shall be fully insured by the vendor for and from transit period till the date it is at LIC's offices, at their cost against any loss or damage. Should any loss or damage occur, the vendor shall:

- (a) Intimate and pursue claim with the Insurance Company till settlement and
- (b) Promptly make arrangements for replacement of any damaged item/s (*within fifteen days of detection of damages*), irrespective of the settlement of claim by the Insurance Company.

B. Other / General Terms and Conditions:

1) Non-Disclosure Agreement (NDA):

During the contract period, the engineers of vendor will have access to confidential information of LIC of India such as IP addresses, router configuration, network design, and architecture. The vendor or engineer shall not disclose at any point of time to any other person/third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also the vendor may use the information only for serving LIC's interest and restrict disclosure of information solely to those employees of vendor having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. The successful bidder has to sign NDA as per the format provided by LIC. **Violation of NDA will lead to legal action and blacklisting.**

Also, the vendor has to sign a similar NDA with their service-partners and submit a copy of the NDA to LIC. Unless a copy of the NDA is received by LIC, authorization letter will not be issued to the Vendor for that service-partner and will not be allowed to work for LIC.

2) Limitation of liability:

Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/vendor to pay liquidated damages to the Corporation 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 the Contract entered into as a outcome of this RFP provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

3) Force Majeure Condition:

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

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

4) Obligations of the Bidder:

The bidder shall Indemnify LIC against all actions, proceedings, claims, demands, costs and expenses which may be made against LIC, by a third party, for and/or in respect of or arising out of sale/service of equipment/systems to LIC.

5) Copyright Violation and Patent Rights:

The bidder shall undertake to indemnify LIC in respect of all claims arising out of violation of any Patents or Copyrights, for all Software supplied by the bidder. The bidder shall indemnify LIC against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods and services, software package or any other part thereof.

6) Confidentiality:

The contents of this RFP and the supporting documentation are confidential to the corporation and are provided solely for the purpose of response to the RFP. The bidder shall not, without the written permission of LIC make any public statements in relation to the details of contract or the awarding of any subsequent order or contract to the bidder.

7) 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:

- (a) 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.
- (b) 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.
- (c) 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.

8) Fraud and Corrupt Practices:

The bidder/vendor, their employees and representatives shall observe the highest standard of ethics at all times (pre and post the RFP process). Notwithstanding anything to the contrary contained in this RFP, LIC shall reject a Bid or terminate the contract without being liable in any manner whatsoever to the bidder/vendor, if it determines that the bidder/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 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 Bidder/Vendor may not be allowed to participate in any RFP issued by LIC during a period of two years from the date such bidder/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, suppression of facts in order to influence the Selection Process or violation of statutory requirements/regulations etc.
- (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.

SERVICE LEVEL AGREEMENT

SN	Description	Penalty
1	Delivery, installation and integration (with the current set up) of the ordered equipments should be completed within 7 days from the date of issue of Purchase order. The DOA cases shall be dealt with in the allowed 7 days period from the date of issue of the purchase order.	1% of the quarterly rental charges of the particular equipment ordered for that location, per day from the 8 th day till the date of installation/integration subject to a maximum of 10% of the quarterly rentals for that item under the PO.
2	In case of a breakdown of appliances, hardware, hardware components accessories, systems software, and/or any products, the	1% of the quarterly rental charges for every two hours of delay or a part there of subject to a maximum of 10% of

	relevant defect should be attended immediately and rectified/replaced within 8 working hours of the receipt/notice of the complaint.	the quarterly rentals for that item under the PO.
3	In case of a malfunctioning of appliances, hardware, hardware components accessories, systems software, or any products, the relevant defect should be attended immediately and rectified within 8 hours of the receipt/notice of the complaint.	1% of the quarterly rental charges for every two hours of delay or a part thereof subject to a maximum of 10% of the quarterly rentals for that item under the PO.
4	Failure to provide standby equipments in case of exclusions mentioned in the RFP within 8 working hours of receipt/notice of complaint.	1% of the quarterly rental charges for every two hours of delay or a part thereof subject to a maximum of 10% of the quarterly rentals for that item under the PO.
5	In case a call remains unresolved more than 7 working days then LIC reserves the right to get it repaired or hire such equipments.	The cost so incurred towards the same will be adjusted against any amount payable or PBG..
	In case of 3 consecutive failure of any equipment the vendor will have to replace the equipment, within seven working days.	In case the bidder fails to replace the equipment, the quarterly rental of the equipment would be adjusted against any amount payable or PBG

Exclusions: In case of Partial/Full damage or loss of the equipment due to reasons beyond the control of LIC like (i) accident (ii) causes external to the equipment such as electrical power, fluctuations and failures etc. (iii) Theft, Fires, floods, windstorms, riots, strikes, acts of state or acts of enemy or negligence by LIC etc. the vendor would not be penalized. In case of disputes in the reason of failures, the onus of such proof will be on the vendor.

Duly signed bid in a sealed envelope super scribed "Spot Quotes for Network Equipments on Rentals" along with the attached Integrity Pact should be submitted on the following address, **not later than 4.00 PM on 12th December 2018.**

**The Executive Director (IT/BPR),
LIC Of India, Central Office, IT-NETWORK Department,
Jeevan Seva Annexe Building, 2nd Floor, North Wing,
S.V. Road, Santacruz (W), MUMBAI- 400054 (Maharashtra)**

Any queries can be clarified in person (at the address mentioned above) or through mail **latest by 5.30 PM of 5th December 2018.**

Mail Id for communication: co_itnetworkrfp@licindia.com

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

Please note that LIC of India may hold further negotiations if any, only with the vendor who quotes the Lowest Price. Hence, all vendors are requested to quote their most competitive prices.

The successful bidder may have to sign a Non-Disclosure Agreement during the period of the engagement with LIC on this project.

Please note that no deviations in the wordings are allowed for NDA as well pre-contract integrity pact.

The Executive Director (IT/BPR)

Date: 30th November 2018