



Request for Proposal

Hosting of eFEAP Next Infrastructure in Co-location Data Center at Mumbai/Navi Mumbai

Life Insurance Corporation of India desires Co-Location Data Center at Mumbai/Navi Mumbai that should meet the current requirements of LIC of India for consolidation of its Data Centers and be expandable and scalable to consolidate other IT installations / Co-location site. The interested bidders are invited to submit their technical and commercial proposals in response to this RFP. LIC will, at no point, bear any additional cost for site facility that bidder/Vendor may have to incur on account of repair, upgrade, power, capacity enhancement etc. to support LIC's equipment unless LIC so requests for an additional space or power requirements or brings in additional major equipment impacting the infrastructure allocated to LIC. The bidders are advised to go through instructions given in this RFP document and submit duly filled bids as per the terms and conditions given in this document.

Ref: LIC/CO/IT-SD/EFEAP-NEXT/COLOCATION/2019-20/11 Dated: 11/10/2019,
Co-Location: Mumbai/Navi Mumbai

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

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1 DEFINITIONS & ABBREVIATIONS.

1.1 Definitions.

Acceptance of Tender	Means the letter/fax/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.
Agreement	Any written contract between the Life Insurance Corporation of India and the successful bidder with respect to any/all deliverables or services contemplated by this RFP. Any Agreement shall be deemed to incorporate, as schedules, this RFP, all addenda/corrigenda issued by LIC, the Bid of the successful bidder and mutually agreed modifications thereto.
Authorized Signatory	The person authorized by the Company's Board/ Managing Director/ Director for signing the bid documents on behalf of the Company.
Bid	The Bidder's written submissions in response to the RFP signed by his Authorized Signatory
Bidder	An eligible firm i.e. firm fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual right.
Bidder/Service Provider/System Integrator / Vendor	An eligible Entity / Firm / Original Equipment Manufacturer/ Company submitting the Bid in response to this RFP.
Business day	Shall be construed as a day excluding Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India.
Clarifications	Means Addenda, corrigenda and clarifications to the RFP
Contract	An Agreement signed between LIC, the Selected vendor, and all the attached documents. The 'Agreement' includes the RFP, subsequent modifications to the RFP issued by LIC, response of the selected vendor to the RFP and the agreement document itself.
Contract Price	The grand total of the L1 prices after conclusion of online reverse auction.
Day	Calendar Day
Date of acceptance	Date of Acceptance the system shall be deemed to have been accepted by LIC, subsequent to its commissioning, when all the activities as defined in the scope of work related to the acceptance of system have been successfully executed and completed and a certificate from LIC is obtained by the Vendor. The date of acceptance of system will be the one stated in the Certificate issued in writing from LIC and duly signed by an authorized official of LIC.
Default Notice	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof
Deliverables	Means all services as per this RFP in general, Section 6, detailed Scope of Work and other requirements of this RFP.

Eligibility Bid	This tender process is based on two-bid procedure (Technical and Commercial). Eligibility conditions are used in this tender in lieu of empanelling process. Where the words “eligibility bid” appears the same should be read and understood as “response to eligibility conditions criteria”.
L1 Quote	1. If Online Reverse Auction is held as per the conditions of the RFP - Lowest price discovered through Online Reverse Auction. 2. If Online Reverse Auction is not held as per the conditions of the RFP - Lowest price discovered through Commercial Bid
L1 Bidder	Bidder with L1 quote.
LAW	Shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of any state or any other Government or regulatory authority.
LIC	Means without limitation the “Life Insurance Corporation of India” (LIC), a statutory Corporation established under Section 3 of Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Corporate Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021
Major / Material Deviation	That deviation, which if allowed, to correct, modify or rectify, would unfairly affect or compromise the competitive position of other bidders submitting substantially responsive bids or that affects in substantial way the scope, specifications, performance of the goods / services stipulated in the RFP document or limits in any substantial way inconsistent with the bidding document the LIC’s rights or the bidder’s obligations stipulated in the RFP.
‘Party’ & ‘Parties’	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the Parties and individually as a Party.
Personnel	Means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof.
Project Cost	Project cost includes initial cost / one-time cost / fees / development cost / installation cost / commissioning cost/ integration cost with existing systems / customization cost / training cost / technical assistance cost.
Responsive Bids	The bid that conforms to all the terms and conditions, eligibility criteria, scope of supply and services stipulated in the RFP document without major / material deviations.
Requirements	Shall mean statements, which identify a necessary capability, characteristic, attribute or quality of a system and include schedules, details, description, and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP.

Responsive Bids	The bid that conforms to all the terms and conditions, eligibility criteria, scope of supply and services stipulated in the RFP document without major / material deviations.
RFP	Request for Proposal Ref: LIC/CO/IT-SD/EFEAP-NEXT/COLOCATION/2019-20/11 dated 11/10/2019, Co-Location: Mumbai / Navi Mumbai inclusive of any clarifications/corrigenda/addenda that may be issued by LIC.
Specifications	Means all the functional, technical, operational, performance or other characteristics required of a Product or Service as mentioned in the RFP document or any of the annexure or clarifications to the RFP document.
Specified Personnel	Personnel deployed by the Vendor on the project to meet the requirements of the RFP within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan in response to this RFP.
"Solution"/ "Services"/ "Work"/ "System"/ "IT System"	Means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the implementation/ development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training and other obligation of the Supplier covered under this RFP.
Successful Bidder	L1 bidder after reverse auction. If no reverse auction, L1 bidder as per the commercial bid.
Terms of Reference	Means the section, which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Bidder and expected results and deliverables of the assignment.
Timelines	Wherever Timelines have been defined as days, weeks, months; they will mean calendar days, calendar weeks and calendar months.
Vendor	Selected Bidder as an outcome of the RFP with whom LIC signs the Contract.
Working Day	Shall be construed as a day excluding Sundays, 2nd and 4th Saturday of the month and Public Holidays, declared under the Negotiable Instruments Act, 1881 by concerned State Governments, or Central Government of India.

1.2 Abbreviations

Abbreviations	Description	Abbreviations	Description
#	Serial Number	ORA	Online Reverse Auction
AMC	Annual Maintenance Contract	OS	Operating System
BMS	Building Management System	PaaS	Platform as a Service
BOM	Bill of Material	PAN	Permanent Account Number
BS	British Standard	PBG	Performance Bank Guarantee
CCTV	Closed Circuit Tele Vision	PC	Personal Computer
CCR	Customer Call Report	PCI DSS	Payment Card Industry Data Security Standard
CD	Compact Disk	PDI	Pre Dispatch Factory Inspection
CO	Central Office, LIC	PO	Purchase Order
CRAC	Computer Room Air Conditioning	PO VALUE	Purchase Order Value
CSP	Cloud Service Provider	POC	Proof Of Concept
CST	Central Sales Tax	POS	Point of Sale Terminal
DME	Domestically Manufactured Equipment	PSU	Public Sector Undertaking
DO	Divisional Office, LIC	PT	Power Tariffs
EMD	Earnest Money Deposit	PUE	Power Usage Effectiveness
EMI	Equated Monthly Installment	QMC	Quarterly Maintenance Charges (Rent for hosting)
EQI	Equated Quarterly Installment	RFP	Request for Proposal
GI Cloud	Government of India Cloud - Meghraj	RHEL	Red Hat Enterprise Linux
FEAP	Front End Application Programme	RPO	Recovery Point Objective
GST	Goods & Service Tax	RTGS	Real Time Gross Settlement
HCTM	Hardware Complaint Module	RTO	Recovery Time objective
IaaS	Infrastructure as a Service	SAS	Serial Attached SCSI
IAM	Identity and Access Management	SATA	Serial Advanced Technology Attachment
IM	Introductory Meeting	SCSI	Small Computer System Interface
INR	Indian National Rupee	SD	Software Development

IOPS	Input/Output operations per second	SI	System Integrator
ISO	International Organization for Standardization	SLA	Service Level Agreement
LAN	Local Area Network	SNR	Site Not Ready
IT	Information Technology	SP	Service Provider
LBT	Local Body Tax	SPCB	State Pollution Control Board
LIBOR	London Inter-Bank Offer	SPF	Single Points of Failure
MAF	Manufacturers'	SPOC	Single Point of Contact
MeitY	Ministry of Electronics and Information	SSD	Solid State Drive
MPLS	Multiprotocol Label Switching	TIA	Telecommunications Industry Association
MS	Microsoft	TDS	Tax Deducted at Source
MSP	Managed Service	TVRA	Threat and Vulnerability
MU	Metered Unit	UPS	Uninterrupted Power Supply
NDA	Non-Disclosure Agreement	VAT	Value Added Tax
NEFT	National Electronic Fund Transfer	VDaaS	Virtual Desktop as a Service
NFPA	National Fire Protection Association	VESDA	Very Early Smoke Detection Apparatus
NOC	Network Operations Center	VLAN	Virtual Local Area Network
NOVEC	Northern Virginia Electric Co-operative	VLB	Virtual Load Balancer
NPM	National Project Manager	VM	Virtual Machines
OEM	Original Equipment Manufacturer	ZO	Zonal Office, LIC

2 REQUEST FOR PROPOSAL.

2.1 Invitation to Bid.

The Life Insurance Corporation of India (hereinafter referred to as "LIC"), a Statutory Corporation, established under Section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its Corporate Office at "Yogakshema", Jeevan Bima Marg, Mumbai –400021, hereby invites technically complete and commercially competitive proposals/sealed responses (hereinafter referred to as "Bids"), to this Request for Proposal ("RFP") from the Co-location Data Center Service Providers for providing Data Center Services for hosting of application and LIC's existing Data Center functionalities in proposed Co-location Data Center.

The Co-location Data Center must be located in Mumbai/Navi Mumbai as per the requirements set out in this RFP document. The interested entities / bidders are allowed to bid for any one of the Co-location data centres.

The formulation of the Evaluation criteria, the conduct of the evaluation of the responses to the RFP, and the subsequent selection of the successful bidder will be entirely at the discretion of LIC, its decision shall be final, and no correspondence about the decision shall be entertained. The purpose behind this RFP is to lead to a technical and commercial proposal for hosting and management of eFEAP next infrastructure to Co-Location Data Center.

Interested entities are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP/agreement entered pursuant to the RFP, and may request for additional information, if required, from the Bidder. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof are deemed to be so taken after taking into account the commercial acumen and LIC does not guarantee or warrant suitability hereof or success to Bidder/Bidders or any other person or party.

This RFP describes what is required of the Bidder in terms of services, deliverables, performance measures and outcomes, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the bidder.

Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in his Bid. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the Bidders.

2.2 Pre-Contract Integrity Pact.

This RFP is issued on the condition that only those bidders who submit a signed Pre-Contract Integrity Pact with LIC, on a stamp paper of ₹ 500, would be eligible to participate in the bidding. The "Pre-Contract Integrity Pact" can be downloaded from our website:

http://www.licindia.in/getattachment/Bottom-Links/Download-Forms/LIC_Integrity_pact.pdf.aspx

and available in Annexure A.

As per CVC Circular No 10/5/09 dated 18.05.2009 of Standard Operating Procedure (SOP) As per CVC Circular No 015/VGL/091 dated 13.01.2017 of Revised Standard Operating Procedure (SOP) under clause No 2.02, "Integrity pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings." Bidders may refer <http://cvc.nic.in/iembank25022015.pdf>

Only the bidders who meet all the Eligibility Criteria for this RFP, and submit the Pre-Contract Integrity Pact are eligible to participate in the RFP.

2.3 Location of the Data Center site.

The location of the proposed Data Center site should meet following requirements:

- i. The proposed Site should meet specifications as per the Eligibility Criteria mentioned in Annexure-C.
- ii. The proposed location for the Co-Location Data Center is as follows:
 - a. Data Center must be in Mumbai/Navi Mumbai.

3 INSTRUCTIONS TO THE BIDDERS.

3.1 Qualification Criteria.

Participation in this bid is strictly for single entity and no consortium or joint venture is permitted. Only the bidders who meet all the qualification criteria mentioned in Annexure C for "Eligibility Criteria" of this RFP are eligible to participate in the RFP.

3.2 Terms and Conditions.

This RFP document along with its Annexure/Appendices/ clarifications/addenda/corrigenda states the terms and conditions of this RFP. Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued, if any, will be contractually binding on the bidders and no separate agreement shall be entered into with the Selected Bidder. All the terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued will form the part of the purchase orders/any resulting contracts, to be issued to the selected Vendor from time to time as an outcome of this RFP Process.

3.3 Bidding Process.

Vendors/Bidders interested in submitting Bid will have to submit following sets of Bids,

Bid Processing Fee of ₹ 11,800/- (Rupees Eleven Thousand Eight Hundred only inclusive of GST)

- a) Eligibility,
- b) Technical and
- c) Commercial bids

Eligibility Bid, Technical Bid and Commercial Bid must be in three separate envelopes.

Each Set of Envelope and every page header must clearly mention the RFP reference no. for which the bid is submitted.

3.4 Cost of Bidding.

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

3.5 Relationship between LIC and the bidders

It is clarified that no binding relationship exists between any of the bidders and LIC of India until the purchase order is issued by LIC and/or execution of a contractual agreement.

3.6 Information provided in the RFP

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

3.7 Bid Processing Fee

Eligible and interested bidders shall download the soft copy of the bid document containing all the Annexure and submit the Bid Processing Fee (non-refundable) of ₹ 11,800.00/- (Rupees Eleven Thousand Eight Hundred only inclusive of GST) in the form of a Demand Draft drawn on Nationalized/Scheduled bank in favor of "LIC of India" payable at Mumbai, along with the bid.

Vendors/Bidders interested in submitting Bid will have to submit the Bid processing fees along with the Pre-contract Integrity pact and Bid Processing Fee, Eligibility, Technical and Commercial bid (in 4 separate envelopes) as mentioned above under Bidding Process for each location/Center separately. Any bid submitted without Bid Processing Fee will be summarily rejected.

3.8 Activity Schedule

#	Activity	Details
1	RFP Reference & date Date of posting of tender document on website/ publication of tender	Ref: LIC/CO/IT-SD/EFEAP-NEXT/COLOCATION/2019-20/11 Dated: 11/10/2019, Co-Location: Mumbai/Navi Mumbai 11/10/2019 at 14:30 hrs.
2	Bid Processing Fee (non-refundable)	₹ 11,800/- (Rupees Eleven Thousand Eight Hundred Only inclusive of GST) by way of Demand Draft, issued in favor of "LIC of India", drawn on any Nationalized / Scheduled bank payable at "Mumbai" shall be submitted with the Bid.
3	Address for submission of Bid	The Executive Director (IT/SD), LIC of India, Central Office, IT Department, Jeevan Seva Annexe building, 3 rd floor, SV Road, Santacruz (W), Mumbai - 400 054
4	Last date and time for receiving queries	14/10/2019 latest by 4:00 p.m.
5	Pre Bid meeting (by pre-registration only)	On 16/10/2019 from 11.30 a.m. to 12.45 p.m. in the meeting room, LIC of India, Conference Room, Central Office, IT Department, Jeevan Seva Annexe, 3 rd floor, S V Road, Santacruz (W), Mumbai – 400054. Only 2 representatives of the bidder will be allowed to attend the meeting and the names of the attendees will have to be informed to the mail id as mentioned in column 10 of 3.8.
6	Last Day and time for receiving queries after pre bid	18/10/2019, latest by 4.00 p.m.
7	Last date for response to Pre Bid queries from LIC	On 23/10/2019. All responses in the form of corrigendum will be uploaded only on LIC's website: http://www.licindia.in/Bottom-Links/Tenders . Bidders should keep checking the website for response, if any.
8	Bid Submission Date & Time	On 06/11/2019 latest by 3.00 p.m.,
9	Eligibility Bid opening date/time/ venue	The Eligibility Bids will be opened by the Tender opening committee of LIC in the presence of the bidders' representatives who choose to attend, at the above mentioned address, on 06/11/2019 at 3.30 p.m.

9a	Technical Bid opening date/time/	The Technical Bids of the Bidders who become Eligible will be opened on the notified date by the Tender Opening Committee of LIC in the presence of the bidders' representatives who choose to attend.
10	Commercial Bid opening date/time/	The Commercial Bids of the Technically qualified bidders will be opened on the notified date by the Tender Opening Committee of LIC in the presence of the bidders' representatives who choose to attend.
10a	Online Reverse Auction Schedule	To be notified to the Technically qualified bidders.
11	Mail-id for correspondence	E-mail ID: efeap.nextcolo_rfp@licindia.com
12	LIC's Official website	http://www.licindia.in/
Important: The above schedule is tentative only and subject to change		

The above schedule is tentative only and subject to change and any change will be notified through the Website as mentioned in Section 3.8 above. The formulation of the evaluation criteria, the conduct of the evaluation of the responses to the RFP and the subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC and its decision shall be final and no correspondence seeking clarifications on the decision shall be entertained.

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

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

The Indicative Commercial Bids of the technically qualified bidders will be opened on the notified date, by the Tender Opening Committee of LIC in the presence of the bidders/ representatives who choose to attend.

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

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

3.9 General instructions.

1. The Bidder may download the RFP documents from the websites mentioned below:

- a. LIC Website (<http://www.licindia.in/>) .
- b. Central Public Procurement Portal of GOI (<http://eprocure.gov.in/cppp/>)

2. The information provided in the RFP is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether to participate in the RFP.
3. The RFP provides an overview of the requirements, bidding procedures and contract terms. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidder must form their own conclusions about the solution keeping in view, LIC's requirements. Information contained in this RFP and corrigenda, if any, should be taken as guidelines for Bidders.
4. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice.
5. LIC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.
6. LIC has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the work in order to submit viable Bids. However, LIC shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any corrigenda, nor of its being comprehensive or exhaustive. Nothing in this RFP or any corrigenda is indented to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any corrigenda, as applicable.
7. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every aspect will be at the Bidder's risk and may result in rejection of the Bid.
8. In response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.
9. All the terms and conditions and the contents of the RFP along with the Annexure(s) , Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.
10. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of LIC. Any notification of preferred Bidder status by LIC shall not give rise to any enforceable rights to the Bidder.

11. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

12. Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non-complaint and the Bid may be rejected. Hence, Bidders must:

- a. Include all required Documents, Certificates, etc. specified.
- b. Follow the format provided and respond to each element in the order as set out
- c. Comply with all requirements as set out.

13. LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP entered pursuant to the RFP and may request for additional information, if required from the Bidder. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof will be deemed to have been taken after considering commercial acumen and also taking into account that LIC does not guarantee or warrant suitability hereof or success to the bidder or any other person or party.

3.10 Partners.

No consortium or joint bid or sub-contracting is allowed.

Bidder need to fulfill all the eligibility criteria and technical evaluation criteria in their individual capacity unless mentioned otherwise. However, this RFP permits the Bidder to deploy one or more partners with whom its relationship of the bidder pre-exists as on the date the RFP is published. Nevertheless, for all purposes the Bidder will be overall responsible for performance of the Work as scoped under this RFP.

Other conditions for this clause:

Bidder needs to provide the following information in case he chooses partners:

- Name, Address and Contact details of the Partner/s
- Specific Role of the partner and division of work.
- Details of Projects where Bidder has partnered with the entity in the past:
Name of the client, Scope of Work, Duration of Project (in man months) Work executed by the Bidder, Work Executed by the Partner.
- Details of past projects executed by the Partner :
Client Name, Type of Service Provided, Duration of Project (in man months).

- Power of Attorney will be submitted with the Eligibility Bid, authorizing the bidder as Prime Proponent to act on behalf of the partners for all legal and financial matters pertaining to this Bid and the resulting contract if any.
- The Memorandum of Understanding (MOU) will also be submitted with the Eligibility Bid, between all the Partners and the prime proponent.

3.11 Issue of corrigendum.

- i. LIC will Endeavour to provide timely response to all queries in utmost good faith. However, LIC at its discretion may choose not respond to the query, which is not under purview of this RFP.
- ii. At any time prior, to the last date for receipt of Bids, LIC, may , for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP Document by issuing corrigendum.
- iii. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on LIC'S website www.licindia.in under Tender section and also on Central Public Procurement Portal of GOI under the link <http://eprocure.gov.in.in/cppp/>
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. In order to allow Bidders a reasonable time to take the amendments if any, into account in preparing their Bids, LIC, at its discretion, may extend the last date for the submission of Bids.
- vi. Any change in the timelines as decided by LIC will be posted in LIC website and Central Public Procurement Portal of GOI. The Bidders, in their own interest are requested to check both Websites regularly to know the updates.

3.12 Responses to Pre-Bid queries.

- a) LIC shall respond to the pre-bid queries received from the prospective bidders as stated in Activity Schedule. The Bidders will have to ensure that all their queries are submitted in one consolidated mail in a single excel sheet as per the format mentioned in point "C" below. No queries will be attended after the last date for submission of Pre Bid queries, as specified in the Activity Schedule.
- b) Clarifications, if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document have to be obtained by the bidder before the last date stated. Thereafter, no representations/ queries will be entertained in this regard. Later on if any issue arise, LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.

- c) The queries should be necessarily submitted in the following format to the email id efeap.nextcolo_rfp@licindia.com. The file size should not exceed 10 MB. No other form of communication shall be entertained.

Format for Pre-Bid queries

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

- d) LIC shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by LIC.
- e) At any time prior to the last date for receipt of bids, LIC may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document by clarifications.
- f) Clarifications (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document and would be notified on the official web-site of LIC (<http://www.licindia.in/Bottom-Links/Tenders>).
- g) In order to provide prospective bidders reasonable time for taking the clarifications into account, LIC may, at any time prior to the date of bid submission extend the date for the submission of Bids.
- h) Requests for clarification on telephone will not be entertained.

3.13 Earnest Money Deposit.

Bidders shall submit, along with the Eligibility Bid, EMD in the form of Bank Guarantee (Annexure K), which should be executed by a Nationalized/ Scheduled bank in favor of LIC and having its branches in Mumbai . The amount of EMD is ` 10 Lakhs (Rupees Ten lakh) only.

- a) EMD will be returned to the Selected Vendor only after submission of PBG. No interest will be paid on the EMD.
- b) The EMD of those Bidders who do not qualify for this bid will be returned to them without interest after the procedure for selection of Vendors is over.
- c) The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if:
- The bidder qualifies and backs out of the L1 quotes.

- ii. The soft copies of the item specifications (technical and commercial) are not submitted or not readable or only blank CD is submitted.
 - iii. The technical or commercial bid format is found to be without password or with different password.
 - iv. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in the relevant Clause mentioned in this RFP.
 - v. The Bidder fails to sign the Contract.
 - vi. The Bidder fails to furnish Bank Guarantee towards the Performance Guarantee as mentioned in this RFP.
 - vii. The Bidder fails to furnish Non-Disclosure Agreement (NDA) as per LIC's format (Annexure-F)
 - viii. The Bidder withdraws or amends its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - ix. The Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or
 - x. Bidder does not respond to requests for clarification of its Bid; or
 - xi. Bidder fails to provide required information during the evaluation process or is found to be nonresponsive.
- d) Bids submitted without EMD or EMD not submitted conforming to above criteria, will be treated as non-responsive and will be summarily rejected by LIC.

Listed below are the other terms & conditions related to EMD:

- i. EMD should be valid for a period of ONE year from the date of opening of eligibility bid.
- ii. Non-submission of EMD along with Eligibility-Bid document may disqualify the Bidder.
- iii. EMD, without interest will be returned to the qualified vendor after acceptance of Purchase Order and/or Signing of the Contract(s) by the vendor and submission of required Performance Bank Guarantee (PBG). No interest will be paid on the EMD.
- iv. LIC will not pay any cost or interest on the EMD for any period in any case.
- v. EMD will be returned to the Bidder in lieu of the performance bank guarantee submitted by the selected Bidder.
- vi. The EMD of those Bidders, who do not qualify in the eligibility evaluation or technical evaluation, will be returned to the bidder without interest within 30 days of publication of the evaluation results.
- vii. In the case of a successful Bidder being identified, the successful Bidder withdraws its offer or if the bidder fails
 - 1. To sign the Contract; or
 - 2. To furnish Bank Guarantee towards the Performance Guarantee as mentioned in this RFP,

The EMD shall be forfeited.

- viii. The EMD of the unsuccessful Bidders as per the commercial evaluation, will be returned to the Bidder without interest:
- i. after the process under this RFP is over, and
 - ii. the contract between LIC and the Successful Bidder gets executed or the purchase order issued by LIC with respect to this RFP is honored by the Successful Bidder.
- ix. The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, If:
- a) In the case of a successful Bidder, the bidder qualifies and backs out of the L1 – quotes or if the bidder fails to
 - sign the contract, or
 - to furnish bank guarantee towards the performance guarantees mentioned in this RFP, or
 - to furnish Non-Disclosure Agreement (NDA) as per LIC's format (Annexure F).
 - b) In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP; or
 - c) The Bidder withdraws or amends its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - d) The Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or
 - e) Bidder does not respond to requests for clarification of its Bid; or
 - f) Bidder fails to provide required information during the evaluation process or found to be non-responsive.
 - g) The soft copies of the item specifications (technical and commercial) are not submitted or not readable or only blank CD is submitted.
 - h) The technical or commercial bid format is found to be without password or with different password.
 - i) The Bidder makes any written statement or encloses any form which turns out to be False/incorrect at any time prior to signing of Contract; or
 - j) In the case of a successful Bidder being identified, the successful Bidder withdraws its offer or if the bidder fails;
 - i. To sign the Contract within the stipulated time.
 - ii. To furnish Bank Guarantee towards the Performance Guarantee as mentioned in this RFP.
 - k) Bids submitted without EMD or submitted with an EMD not conforming to above criteria, will be treated as non- responsive and will be summarily rejected by LIC.
 - l) In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses

thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

3.14 Instructions for Bid Submission.

The submissions need to be made at the address, time and date as stated in this RFP. All envelopes should be securely sealed and stamped. The authorized signatories of the Bidder should initial on all pages of the proposal.

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

- a) Pre-Contract Integrity Pact EMD & Bid processing fee– The First sub Envelope containing the Bank Guarantee for EMD & Bid processing fee, Pre-contract Integrity Pact and Letter of Intent should be submitted in a sealed cover super-scribed as:

"Pre-Contract Integrity Pact, EMD & Bid price for
RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/CO-LOCATION/2019-20/11, Dated:
11/10/2019, Co-Location: Mumbai/Navi Mumbai
SUBMITTED (BY _____ Bidder's Name)"

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

"ELIGIBILITY BID for
RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/CO-LOCATION/2019-20/11, Dated:
11/10/2019, Co-Location: Mumbai/Navi Mumbai
SUBMITTED (BY _____ Bidder's Name)"

- c) Technical Bid – The Technical Bid document for the space, Co-location facilities provided, Co-location management, and other required services should be submitted. The bidder will have to compulsorily quote for all line items stated in the respective Technical Bid/s.

The Technical Bid documents should be submitted, as given below:

- i. Authority Letter as per Annexure-N
- ii. The covering letter duly signed by an authorized signatory as per Annexure-B.

- iii. Documents explaining Floor Design Architecture.
- iv. The details of the Data Center which the bidder has planned to offer the required services, covering the following (but not restricted to):
 - Data Center design standard like Tier-III rated or TIA 942 rated.
 - Location, Area, number of free rack space available, total rack capacity of DC.
 - Availability of electrical power, cooling infrastructure.
 - Back-up power arrangements.
 - Fire Protection System.
 - Safety, physical security and surveillance system.
 - Availability of network lines provided by all leading telecom service providers up to the MUX inside Co-Location Data Center.
 - The Data Centre VENDOR should allow the termination of the links provided by the LIC appointed link service providers. If Telecom junction box / multiplexers of these link service providers are not available, then the Data Center VENDOR should allow the commissioning of the same by link service provider. The Data Center VENDOR shall allow laying of cables and associated works in their premises, for installation of MUX or other Network Infrastructure , laying of cable, space for installation of MUX/other network infrastructure in communication room etc. at no extra cost to the LIC.
 - The VENDOR shall provide 24X7 access to link service providers to the communication room during troubleshooting, upgradation etc. of LIC's links..
 - Network Connectivity Plan from MUX/ other network infrastructure to dedicated area allotted to LIC including network isolation etc.
 - Details like Assured Data Center uptime (%), scalability in terms of available rack space, network performance.
 - Pricing policy.
 - Catalogues, pamphlets etc.
 - Photos, images etc. of Data Center.
 - The details of manpower that will be deployed for offering the required services.

The hardcopy should be prepared, along with all the relevant documents such as brochures, undertakings for Services provided, Software compliance etc. for each line item and should be partitioned with the help of colored paper mentioning the line item. The Technical bid (Hardcopy and Softcopy on CD) should be submitted for each line item in separate envelope super-scribed as:

“TECHNICAL BID for RFP

Ref: LIC/CO/IT-SD/EFEAP-NEXT/COLOCATION/2019-20/11 Dated: 11/10/2019,

Co-Location: Mumbai/Navi Mumbai,

SUBMITTED BY _____ (Bidder's Name)”

Please Note that Prices must not be indicated in the Technical Bid, failing which the Bid may be rejected.

- d) Commercial Bid – Commercial Bid (Hardcopy & Softcopy on CD) as per Technical Bid should be submitted in a separate sealed envelope super-scribed as:

“COMMERCIAL BID Co-Location: Mumbai/Navi Mumbai
Ref: LIC/CO/IT-SD/EFEAP-NEXT/CO-LOCATION/2019-20/11, Dated: 11/10/2019,
SUBMITTED BY _____ (Bidder's Name)”

- a) All the envelopes and covers should indicate clearly the name of Bidder, Contact Person, address, telephone number, E-mail ID and Fax number of the bidder.

Please note that if the envelope containing technical bid is found to contain commercial Bid also, then that bid will be rejected outright.

Please Note that Prices must not be indicated in the Technical Bid, failing which the Bid may be rejected.

The bidder should not respond to this RFP / quote for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected.

Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/tender and subsequent modification(s) to this tender, if any.

The Bidders should submit their Bid along with required Bank Guarantee towards the EMD, other required documents and Certificates as per Eligibility criteria (Annexure-C) or elsewhere in the RFP.

- b) All hardcopies must be spirally bound and serially numbered.
c) The hardcopies of the bid (all documents and Annexure submitted as a part of bid or called for by the LIC) must be duly signed on each page and stamped on each page. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for an un-amended printed literature.
d) The bid will be treated as legally void and will be rejected if:

- i. Bid is not signed by the duly authorized person, or
- ii. Bid submitted is unsigned or partially unsigned, or
- iii. An image of signature found pasted on pages instead of wet signature, or
- iv. Scanned bid is submitted.
- v. Pre-contract Integrity Pact (duly filled and signed), EMD and Bid processing fee not enclosed.
- vi. Bids are not submitted in respective envelopes as stipulated above.

By submitting a signed bid, the bidder's signatory certifies that in connection with this RFP:

- The bidder's organization or an agent of the bidder's organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition.
- The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor.
- No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for restricting competition.

- e) The original Bid shall be typed on 8.5" by 11" (A4 size) paper in indelible ink.
- f) Ordinarily the bid shall contain no overwriting. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them.
- g) The specifications (Technical and Commercial Bids format) shall be submitted in the same spreadsheets as per respective Annexures.
- h) The contents of the Soft copies submitted in the CD and the contents of the Hard copies shall be the same. If not, the BID MAY BE REJECTED.
- i) The technical specifications in the spreadsheets will be password protected by LIC. The password used on the spreadsheets will be validated by LIC for checking the authenticity of the file. If the password does not match, the EMD, OR A PART THERE OF, MAY BE FORFEITED and BID MAY BE REJECTED.
- j) It may be carefully noted by all the participating bidders that it is likely if the password-protected sheet is opened in any other software for e.g. open office, the password-protected sheet may lose the password. Therefore, care has to be taken to open the spreadsheet only in an application for e.g. MS Excel where it will not lose its password when edited. It may also be informed that the softcopy of the Technical and Commercial bids provided in the CD will be checked at the time of opening of the Technical and Commercial bids. In case the spreadsheet is submitted to LIC without

- the password protection or with password that does not match, the BID MAY BE REJECTED.
- k) In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of ₹ 10,000/- (Rupees Ten Thousand only) will be charged and recovered from the EMD.
- l) During Technical Bid evaluation if any deviation is observed, LIC may call for clarifications and may decide to accept any deviation at its discretion and decision of LIC in this matter will be final. However, this will be done before opening of commercial bids.
- m) If any compliance or clarification sought by LIC is not submitted within 5 working days of being called for, the bids are liable to be REJECTED. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.
- n) The Bid processing fee, EMD and Pre-contract Integrity Pact (duly filled and signed) should be submitted separately in a sealed envelope bearing the name and address of the bidder.
- o) Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the tender document. Sealed Bids should be addressed to THE EXECUTIVE DIRECTOR (IT/SD) and should be deposited in the tender box at the address and date as given in the activity schedule.
- p) No consideration will be given to a bid received after the date and time stipulated by LIC and no extension of time will be permitted for submission of Bids.
- q) The Corporation will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason.
- r) The hardcopies of the bid (all documents and Annexure submitted as a part of bid or called for by the LIC) must be spirally bound, serially numbered, duly signed and stamped on each page of the bid document. Bid shall be signed by the duly Authorized signatory of the bidder. The person signing the bid shall sign all pages of the bid, except for an un-amended printed product literature/technical data-sheet available in the public domain.
- s) During scrutiny of technical bid, if any technical specification/s of any item is/are changed by mutual consent to meet our requirement, all the Bidders will be informed of the same and asked to submit fresh quotation for that/those item/s if any, in a separate cover duly sealed and super-scribed

“Revised Commercial for RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/COLOCATION/2019-20/11 Dated: 11/10/2019, Co-Location: Mumbai/Navi Mumbai”,

- t) Disclaimer : Subject to any law to the contrary, and to the maximum extent permitted by law, LIC and its Directors, officers, employees, agents, disclaim all liability from any

loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document and any addendum/corrigendum to it or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of LIC or any of its officers, employees or agents. All information processed by the Bidder during solution deployment & maintenance belongs to LIC. By having the responsibility to maintain the infrastructure, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information.

3.15 Non-Disclosure Agreement (NDA).

The bidder shall submit Non-Disclosure agreement on a stamp paper of ₹ 500/- (Rupees Five Hundred only) stamp duty must be as per the prevailing Stamp duty act of the Maharashtra State Mumbai Jurisdiction- as per the format given in Annexure-F duly signed by the Authorized Signatory of the Company.

3.16 Prices

- a. Prices payable to the vendor will be fixed as derived from the Final L1 quote after Online Reverse Auction and will be exclusive of GST. Prices once fixed will be valid throughout the entire contract period.
- b. Escalation of Costs: The vendor will in no circumstance be entitled to any escalation of costs or price of any material / items supplied or services tendered under the contract. The prices will not be subject to variation on any account.

3.17 Taxes and Duties

- a. Vendors will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST incurred until delivery of the contracted services to LIC, however LIC will provide requisite letters for road permits.
- b. GST, if any, will be reimbursed only in actual on production of appropriate receipts within 15 days of such tax payment to the respective authorities by the vendor.

3.18 Deduction of Taxes at Source

LIC will deduct taxes from the amounts due and payable to the vendor wherever applicable. LIC will provide vendor with the statement of any taxes deducted by LIC on payments under the contract. The vendor agrees to reimburse and hold LIC harmless from any deficiency including penalties and interest relating to taxes including recovery of any tax retrospectively that are its responsibility under this

clause. For purposes of the contract, taxes shall include taxes incurred on transactions between LIC and the vendor.

3.19 Undertaking for Warranty and Quality Assurance

The Bidder should submit an undertaking/ declaration on Company letterhead as per format given in Annexure-G duly signed by the Authorized Signatory.

3.20 Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and LIC shall be in English language. As far as numbers are concerned, the same should be in Hindu-Arabic Numerals.

3.21 Bid Currencies

Prices for all the components shall be quoted in Indian Rupees. The Bids in currencies other than INR will not be considered.

3.22 Arithmetical errors

The Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.

3.23 Assumptions / Deviations

The bidder may provide assumptions / deviations on technical only to the contents of this RFP document at the time of submission of the Bid in envelope containing the Technical Bid in the format given in Annexure I.1 and Annexure I.2 with the caption: Schedule of Assumptions and Deviations from RFP. It may be noted that once the assumptions / deviations are provided, the Bidder would not be allowed to withdraw the same. The Bid Evaluation Committee would evaluate and re-classify them as "material deviation" or "non-material deviation" . In case of material assumption / deviation, the committee may decide to monetize their value, which has to be added to the price bid submitted by the bidder, or reject the bid, prior to announcement of technical scores. The bidders would be informed in writing on the committee's decision on the assumptions / deviations, prior to announcement of technical scores. The bidder would

not be allowed to withdraw the assumptions / deviations at this stage. No correspondence in this matter will be entertained. In case of non-material assumptions / deviations, the same would form a part of the Bid and the Contract.

3.24 Documents required for Bid submission.

- a) Envelope – I : Bank Guarantee for EMD, bid processing fee and letter of Intent .

1	Demand Draft of ₹ 11,800/- (Rupees Eleven Thousand Eight Hundred Only inclusive of GST) as Bid Processing Fee (Non-refundable)
2	Power of Attorney authorizing for signing the Bid and the Annexures.
3	Pre Contract Integrity Pact as per Annexure-A.
4	Earnest Money Deposit for ₹ 10 Lakhs. Bank Guarantee Annexure K
5	Letter of Intent
6	Non-Disclosure Agreement- Annexure-F

- b) Envelope-II: Eligibility Bid.

1	Copies of Sales Tax, VAT Registration certificates, Certificate of Incorporation, Copies of valid certificates for CST, GST, Sales Tax and VAT registration, Service Tax registration, Copy of PAN attested by authorized signatory of the company, valid ISO certifications, Audited Balance Sheet for the relevant years, Profit and Loss Statements for the relevant years, copies of Purchase Orders or certificates from customers.
2	Eligibility Criteria - As per Annexure C.
3	Bidder Details - As per Annexure E

- c) Envelope-III: Technical Bid.

1	Technical Bid along with relevant brochures, certifications, undertakings, declarations.
2	Undertaking for Warranty and Quality Assurance- Annexure-G

The Technical proposal must be made in a structured and neat manner and should cover the points as mentioned under sections for scope of work and detailed scope of work. Brochures / leaflets etc. should not be submitted in loose form. The suggested details to be covered as a part of the technical response are as provided in Annexure D.

If LIC is not satisfied with the technical specifications in any RFP response and observes deviations, the technical proposal of such Bidder/s may not be short-listed and the Commercial Proposals of such Bidder/s may not be opened. No further discussions shall be entertained with such Bidders in respect of the subject technical bid. The decision of LIC shall be final and binding in that regard.

d) Envelope-IV: Commercial Bid.

The Commercial Proposal should give all relevant price information and should not contradict the Technical Bid in any manner.

Commercial bid will consist of Quotes as per Annexure-H.

The above lists of requirements are indicative only. The bidders should refer to the RFP document for all requirements that are required to be submitted along with the Eligibility Bid, Technical Bid and Commercial Bid.

- e) The Annexure and their contents should be submitted as stated in the formats only. The bid may be rejected in case of non-adherence to any of the above instructions.

Any request for the change in the terms and conditions of the RFP document, will not be accepted.

- f) All these four envelopes should be put in single envelope and should be superscribed as "Hosting of eFEAP Next Infrastructure in Co-Location Data Centre in Mumbai/Navi Mumbai".

3.25 Clarification on Bids

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

LIC may decide to accept any deviation at its discretion. However, this will be done before opening of commercial bids.

If any compliance or clarification sought by LIC is not submitted within 7 business days of being called for, the bids are liable to be rejected.

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

3.26 Modification and Withdrawal of the Bids.

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

3.27 Compliant Bids / Completeness of Response.

- a) The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.
- b) Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexure and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- c) Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.
- d) Bid with insufficient information to permit a thorough evaluation may be rejected.
- e) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f) Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid, in, the best interests of LIC.
- g) Rejection of non-compliant bid:
 - LIC reserves the right to reject any or all bids on the basis of any deviation(s).
 - Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

3.28 Bid Validity Period.

Bids shall remain valid for 180 days after the date of Online Reverse Auction (ORA) prescribed by LIC, in the Activity Schedule as per point no. 8 (above). LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period.

However, LIC reserves the right to seek bidder's consent for extension of the period of validity any time before the expiry of validity period as stated above. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended by the bidder. A Bidder may refuse the request without forfeiting its EMD unless it

is the successful bidder who has been notified by LIC that its bid has been accepted. Such extension will not require modification of the bids already submitted.

The terms of the RFP including the price discovered shall remain valid for a period of 12 months from the date of start of the contract period.

3.29 Late Bids

Bids received after the date and time specified in the Activity Schedule will not be considered and will be rejected. LIC may, at its sole discretion change the date/time of submission and LIC's decision in this matter will be final.

LIC will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason.

3.30 Procedure for opening of the bids

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

- The Eligibility Bid shall be opened by the Tender Opening Committee of LIC, as stated in the activity schedule.
- Technical Bids of all the qualified and eligible bidders shall be duly scrutinized and evaluated and clarifications (if any) sought.
- On completion of Eligibility and Technical bid evaluation, the commercial bids of technically short listed bidders will be opened by the Tender Opening Committee of LIC in the presence of the bidders/ their authorized representatives who choose to attend (maximum two representatives). The date and time for opening of the Commercial Bid will be informed to the qualified bidders.
- The commercial bid evaluation will be in two stages, that is, first opening of the Commercial Bid submitted by the Bidders and then Online Reverse Auction will be conducted and the eligible Bidders will be informed about the "Business Rules" and the details of the ORA.
- The representatives of the bidders should carry the organisation's photo identity card or a letter of authority bearing their photograph from the bidder organisation to identify their credentials for attending the opening of the commercial Bids.

3.31 Bid Evaluation

Both Functional and Technical requirements will also be evaluated for the bidders separately for each Part.

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

3.32 Rejection of non-compliant bid:

- a) LIC reserves the right to reject any or all bids on the basis of any deviation(s).
- b) Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

4 ELIGIBILITY CRITERIA

Bid is open to all Bidders who fulfill the eligibility criteria. The bidder has to submit the details of eligibility criteria as per Annexure-C. All the Certificates should be valid/inforce as on the date of publication of the RFP.

Tier III or TIA 942 certification must be for the Infrastructure of the Data Center and not Design only.

5 SCOPE AND OTHER REQUIREMENTS.

LIC of India is having mini data centers at 113 locations spread across the country. LIC is planning of revamping of existing architecture and reduce the number of locations to few sites.

The Racks (NETWORK/ SERVER) racks would be provided by LIC.

The Power Strips, PDU and KVMs would be provided by LIC and should not be taken into consideration by the Bidder for the purpose of costing.

LIC invites proposal from Bidders/Vendors/Service Providers (SP's) for primarily undertaking, inter-alia, and the following activities for LIC in respect of co-hosting Data Center services:

5.1 Data Centre Location and specification.

- i. The location of the Data Centers will be as per mentioned in "Location of the Data Center sites" of Point 2.1(Invitation to Bid).
- ii. The proposed DC should meet minimum Tier 3 Data Center specifications by Uptime Institute or TIA 942 Compliance.
- iii. The proposed Data Center should be Dedicated purpose-built Data Center.
- iv. The facility should be capable of hosting 42U Rack capacity with a provision to expand.
- v. LIC will inform the bidder/vendors about the actual number of racks space required subsequently.
- vi. For the purpose of Costing/Commercial, the price per rack space has to be quoted by the bidder.
- vii. The Meshed cage area should be sufficient enough to host the number of racks along with sufficient free space for opening of front and rear rack doors for installation/replacement/trouble shooting of hardware and movement of service personnel. The number of racks space required will be informed subsequently by LIC.
- viii. LIC envisages an addition of more racks during the period of contract, the VENDOR should be able to provide the same at the contracted rate within the same server hall, contiguous to the existing cage area. In case vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with LIC.
- ix. The racks would be used for hosting the servers, network and security equipment, backup libraries etc.
- x. The placement of network and security rack should be carried out in such way to reduce length of network cabling.

- xi. The Vendor shall provide sufficient electrical connections, Air conditioning, backup power through UPS and Generator, network communication facilities, Surveillance, access control system, fire suppression system, physical security and soft services etc. as applicable for DCs, and as required for the proposed equipment on 24 x 7x 365 basis, in order to maintain uptime of all such facilities at as per SLA.
- xii. The proposed Data Center site should comply with the technical requirements specified in Annexure-D of this RFP.
- xiii. Minimum 99.982% Uptime on monthly basis is required for the DC Environmental Infrastructure and services.
- xiv. The Data Center facility building should be designed and constructed for Earthquake resistance and should be away from hazardous chemical materials.
- xv. The Data Center should be fully redundant in terms of electrical circuits, cooling and network.
- xvi. The proposed space provided by the bidder to LIC should not be on the ground floor or the top floor of the building.
- xvii. In case the bidder is winding up/lease not renewed, the bidder will give LIC at least 6 months notice in writing and not shift our LICs assets until we find the new TIER 3 site. The bidder will also bear the cost of shifting the assets to the new site.

5.2 Security

- i. Entry and exit at the Data Center premise (Building), Server room / Hall area, server cage area, and network communication room should be restricted and monitored. Security for the building should be made available 24x7x365 at the entry / exit levels and having adequate access control mechanism in place.
- ii. The entry to server room / Server Hall area should be accessible using Biometric / Access card.
- iii. The server cage entrance & exit should be accessible using the biometrics.
- iv. The Vendor shall provide a dedicated server cage area for LIC in the server room/ Hall area. The caged area must be Meshed Caged dedicated for LIC's Data Center.
- v. The Vendor has to ensure no infiltration in LIC setup including its systems, network etc.
- vi. The VENDOR shall provide CCTV cameras in the cage area that can be common however; the cameras should capture all the activities carried out at the front and back of the rack. In case of any observation by the LIC's engaged auditors / regulators. During the period of contract on the positioning of CCTV cameras, VENDOR has to provide additional CCTV cameras at no extra cost to the LIC.
- vii. The doors for the server room, communications room, and other critical areas beyond should be fire rated for minimum 2 hours.

- viii. If required by LIC to monitor the cages from remote location, that feed should be provided by the Vendor to LIC for monitoring its infrastructure remotely.
- ix. The Vendor shall ensure protection of Physical assets against all threats and vulnerabilities that can be exploited deliberately or accidentally by internal or external entities.
- x. The Vendor shall provide Fire detection & suppression system exclusively for the server room caged area. Fire detection and suppression can be common however; the areas allocated to LIC should be well within the coverage of fire detection and suppression.
- xi. The Vendor shall provide Access cards, Gate passes to the LIC's personnel / appointed System Integrators as and when they would visit the site. VENDOR should agree that such access can be provided 24 X 7 and will not have any time restriction.
- xii. The Vendor shall regularly monitor the access to LIC's Server room / cage by means of access control system, physical security, Biometric access and CCTV and should always make sure that they are functional 24 X 7 X 365.
- xiii. The Vendor should be able to provide details of people accessing LIC's Server room / cage by sharing the entries made in the security register, reports from access control system, CCTV video clips etc.
- xiv. The VENDOR should comply with LIC's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under
 - a) Custodial responsibilities for assets of LIC being managed by or assigned to the vendor.
 - b) Physical Security of the facilities.
 - c) Physical and logical separation from other customers of the VENDOR.
 - d) Incident response and reporting procedures.

5.3 Power switches and other items related to Power.

- i. The entire facility should be automatic with power supply from the transformer as the primary Source and automatic switchover to DG set as a secondary source.
- ii. The power density of minimum 6 KVA per rack should be provided.
- iii. The Vendor shall provide adequate power points in the Server cage area allocated to LIC. All payments by LIC will be made quarterly in advance excluding monthly power charge, while power charges will be paid monthly in arrears on consumption basis throughout the tenure of the contract. LIC requires a power meter that can measure the exact power consumed by LIC's equipment in LIC's server caged area. The service provider should provide 2 meters: One at power source and one for the caged Area of LIC for better transparency.
- iv. There should be sufficient power backups in place in for running Building Management Systems on alternative power supplies in the event of power outage.

- v. Single phase and three-phase power should be made available to support LIC's equipment in the caged area.
- vi. Audit reports of people accessing the Server room / cage area should be available and submit on monthly basis.
- vii. Sharing the video monitoring data on monthly basis.
- viii. LIC may ask for audit of the facilities and its related documents, to be conducted either by the Regulators or by any Authorized person/entity for the purpose.
- ix. The Vendor shall specify the compatible power connectors / sockets and other items if any to LIC for power connection.

5.4 Network and Network Cabling.

- i. The cross connects from communication room to the caged areas where routers would be installed to be provided by the VENDOR.
- ii. The Vendor/Service Provider will be responsible for extension of links from Vendor telecommunication room to server cage area irrespective of whether the communication links are taken from the SP, or not. The Vendor shall extend such links from their network communication room to the server cage area provided to LIC to host their DC infrastructure. The Vendor shall provide one-time LAN cabling from the Network rack to the Server Racks as per the network designed finalized with LIC's network team at no additional cost to the LIC.
- iii. The Vendor in their communication area shall have Telecom junction box / multiplexers of various link service providers and should be available in and around the facility building for LIC's use, i.e. co-Location site must be carrier neutral.
- iv. The Data Center Vendor should allow the termination of the links provided by LIC appointed link service providers. If Telecom junction box / multiplexers of these link service providers are not available, then the DC service provider should allow the commissioning of the same. The DC Vendor shall also allow laying of cables and associated works in their premises.
- v. The link extension from the DC service provider's communication room till the server cage area will be done by the DC service provider
- vi. LIC presently has links deployed from various telecom service providers. The Vendor has to assure that the termination of these links is feasible at the proposed site.
- vii. The Vendor shall make sure that the multiplexers / Junction boxes of these link service providers are available at the proposed site.
- viii. The Vendor shall extend the connection from the Multiplexers / Junction boxes to LIC's server caged area.

- ix. Provisions of Fiber links from multiple providers are fed to the site from three independent channels in ring connectivity. Also provisions of 3 redundant MPLS/Leased line networks from 3 different providers must also be available.
- x. The Data centre networking required for connecting to the proposed co-location site needs to be provided by co-location vendor. The network lines provided by telecom should end up in the MUX inside area marked for LIC of India.

5.5 Cooling.

- i. The Server room / Server Hall should have precision air conditioning with redundancy.
- ii. Sufficient cooling failover should be built in the server halls to maintain PUE of 1.5 to 1.8.
- iii. Cold air should be pumped under the floor and enters through vents to ensure that the temperature is never greater than 21°C.
- iv. Power efficiency and cooling should be able to maintain medium and high-density cabinets.
- v. Cooling logs must be shared with LIC on monthly basis.

5.6 UPS.

- i. The proposed Data Center should have 2N UPS and UPS Power Distribution of 2N Active with STS.
- ii. The power should be available from two different power sources. Two separate power paths from the UPS to be provided to the Server room area and the network communication area. The UPS should be configured in redundant mode.

5.7 Fuel & Generators.

Backup generators should be N+1, continuous rating, capable of providing power for 72 hours or continuously if fuel tanks are refilled.

5.8 Review Meeting with Vendor.

- i. LIC will review and discuss the performance during meeting held at mutually agreed date.
- ii. VENDOR to forward the minutes of the meeting within five working days. Further, the observations in the review meetings to be closed before next review meeting.
- iii. It is responsibility of the VENDOR representative to be present during the review meetings. No additional cost whatsoever would be paid by the LIC.

- iv. All review meetings will be held at LIC office or at respective locations where LIC's DC is co-located.

5.9 Seating Space.

- i. LIC anticipates the seating space / workstations for its personnel at the facility where LIC's DC is going to be hosted. The number of personnel and workstation required will be informed to the bidder subsequently/later.
- ii. LIC may require additional seating space (in the same premises) for seating 2 to 3 additional personnel (LIC employees/appointed personnel) in future at VENDOR Data Center temporarily during disaster for certain period or permanently and in such an event, additional work area should be made available at the rate not exceeding the agreed/contracted rate. LIC cannot provide any time frame to inform VENDOR for taking up additional space. The payment will be made on prorata basis from the date of occupation of seats.
- iii. Network connectivity from the seating space provided by the vendor to the LIC's server area / LAN. For each seat, the vendor shall provide redundant network points (2 points).
- iv. CCTV coverage will also be required for seating area.
- v. LIC may alter the quantity of number of persons depending on the LIC's need and the payment will be made on the prorated calculation.
- vi. The seating area should include the following items.
 - a. Desk
 - b. Chair
 - c. Drawer, which can accommodate 3 box files with locking facility per seat.
 - d. UPS power connections.
 - e. Network connections from LIC's server area/ LAN.
 - f. Vendor shall factor sufficient work area per seat.
 - g. In addition, vendor shall provide adequate space for movement within the enclosed seating area.

5.10 Building Management System.

- i. The Vendor in their technical bid shall provide the proposed Server caged area layout for racks space provided for LIC, clearly showing the placement of the racks in the server caged area along with indicative positioning of the BMS equipment like CCTV cameras, Fire/ smoke detectors, access control system, rodent repellent etc.
- ii. The Server room area should be provided with Water Leak detection system and fire alarm system. The facility areas proposed for LIC should be well within the coverage of water leak detection system.

- iii. There should be CCTV monitoring for surveillance of building entrance, exits and other critical areas where LIC's components are placed. Activities to be recorded and the archival should be kept for one month or more if there is specific request from LIC.
- iv. The Data Center should have electronic rodent control systems with operating ability on varied frequency range. The facility areas – Server room area / server caged area, communication room should be well within the coverage of the rodent repellent.
- v. All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The Vendor should manage the BMS activities on a 24 X 7 basis or as LIC decides.
- vi. The VENDOR has to earmark adequate parking facility for parking vehicles of LIC's authorized personnel. However, no parking should be allowed adjacent to the data Centre building.
- vii. The facilities like power, cooling, CCTV monitoring, security (biometric, physical, access card) provided by the service provider to co-host LIC's DC equipment should have high availability. Refer Annexure-D for details on the service levels.
- viii. Data Center should host a Network Operations Center (NOC) having CCTV cameras monitoring every aisle and doorway.
- ix. The VENDOR shall provide access control system for controlling access to the seating area, which will be centrally monitored by vendor through their BMS system. The VENDOR shall provide the cards to the LIC's authorized onsite resources. This access control system should be managed & monitored by the VENDOR through their BMS system.

5.11 Conditions.

- i. LIC envisages requirement of a dedicated caged space area. The number of racks required will be informed subsequently. The racks will be of 42U to host LIC's DC IT Infrastructure in the server room area. In addition, LIC envisages an addition of more racks in the future. However, should there be a requirement of additional space in the future, other than the space for existing racks the Vendor should be able to provide the same on the prorated per square feet cost within the same facility, contiguous to the existing rack spaces. In case Vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the LIC.
- ii. For Seating Space and Rack Space required the information provided is an estimated requirement and LIC reserves the right to change the quantities. These figures are provided for the computation of total cost of ownership. The exact requirements will be provided to the successful bidder and the unit rates provided for these requirements would be considered for those changed requirements.

- iii. The Vendor shall provide all necessary help to LIC appointed System Integrator or Vendor while moving LIC's equipment into the site. For example, entry permission for vehicles carrying equipment, parking of such vehicles to be closer to the lift till the time the equipment is being offloaded, use of lift / service lift, assist in procedures documentation, providing trolley to carry heavy equipment to the allocated cage / room, etc. Storage/ godown facility to be provided for a period of 2 to 3 weeks with exclusive access to LIC authorized personnel to meet the time gap between supply and installation. LIC should not incur any extra cost for availing these said services.
- iv. Meeting room: The vendor shall provide discussion / meeting room facility to accommodate 8 to 10 persons as and when required. The meeting room should have projector and white board facility. Occasionally this facility may be required on immediate basis without any prior intimation at no extra cost to LIC.
- v. The Vendor shall make sure that the required power, air conditioning, security system and other facilities provided to LIC is always available (24X7X365 days).
- vi. Staging Area: The VENDOR should provide secured staging area for unpacking and installation of equipment, at no extra cost to the LIC.
- vii. Storage / Godown: Throughout the contract period, secured Storage/Godown facility to be provided for a period of 2 to 3 weeks with access to LIC's authorized personnel, to meet the time gap between delivery and installation of equipment and / or storing buyback equipment, at no extra cost to LIC.
- viii. Visitorial Rights: The VENDOR should provide visitorial rights for LIC auditors, external auditors engaged by LIC, IRDAI audit/inspection officials, ISO auditors etc. LIC cannot provide any minimum time frame to inform the VENDOR. The VENDOR will undertake compliance of audit observations as applicable.
- ix. Selected bidder should have proper escalation procedure and emergency response in case of failure/disaster at DC.
- x. LIC reserves the right, on its own or via a third party auditor, to conduct overall testing at any point of time of its own hosted Efeap NEXT services and also the services delivered by the selected bidder.
- xi. The selected bidder shall provide;
 - a) the details of the monitoring and management tools,
 - b) solution for Helpdesk,
 - c) the deployment details at NOC and SOC,
 - d) escalation matrix to be adopted,
 - e) Other required details.
- xii. LIC may in future require additional space at the Data Center site. The Vendor agrees that in the event LIC wants additional space for expansion, the same will be provided to LIC within the same DC site /floor or building contiguous to the existing setup. The rate per square feet would be mutually agreed at the time of such expansion. However, the

- Vendor agrees that the rate for expansion shall not exceed the current rates agreed. LIC cannot provide any time frame to inform Vendor for taking up additional space.
- xiii. On expiry/ termination/ cancellation of the Contract, the Contractor shall willfully and un-conditionally transfer/ handover the assets belonging to LIC stored in co-location sites to Life Insurance Corporation of India, in proper form.
 - xiv. The Vendor should furnish to Life Insurance Corporation of India periodical incident reports / alerts on both successful and unsuccessful attempts of intrusion / malware attacks with root cause analysis.
 - xv. The Vendor shall provide contacts and escalation matrix to log the complaints /problems faced in the facility provided to LIC.
 - xvi. The selected bidder has to configure and setup the Video Conferencing equipment, for resolving the support issues, if any.
 - xvii. The Vendor should manage and maintain its equipment throughout the contract tenure.
 - xviii. The selected bidder has to ensure that the co-location site shall work as desired and the bidder is responsible to supply and install any other components that is inadvertently missed out but required for the overall solution to work.
 - xix. The entire solution/ infrastructure covered by the Contract shall be for exclusive use of Life Insurance Corporation of India. The Contractor shall arrange to secure and isolate the said infrastructure from the remaining infrastructure (wherever possible physical isolation) blocking the access to other users.

6 BID EVALUATION

6.1 Opening of Technical Bid

All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details. The technical bids will be open in the presence of representatives of the bidders who choose to attend.

6.2 Evaluation Process

6.2.1 Preliminary examination

The bids will be examined by LIC to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. LIC may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation. After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/services offered by them. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

6.2.2 Eligibility Criteria

Bidders having met ALL the criteria mentioned in Annexure-C along with supporting documents are only eligible for technical evaluation of their Bids. Annexure-E, Annexure-O, Annexure-P and Annexure-Q need to be submitted with Annexure-C.

If the Bidder is not meeting all the Eligibility criteria, then their Technical and Commercial bids will not be opened and the bid will be rejected.

The decision of LIC would be final and binding on all the Bidders to this RFP. LIC may accept or reject an offer without assigning any reason what so ever.

6.2.3 Technical Evaluation

Bidders satisfying eligibility criteria will be thoroughly evaluated by LICs Team on compliance of Technical Specifications/Requirements/Scope of Work of the desired solution / facility. Vendors are expected to submit detailed documentary evidence for all services provided by their facility specifically the ones included in the Technical Specifications/ Scope of Work, Annexure etc.

Those bidders satisfying the eligibility Criteria will receive a technical score based on their responses to the evaluation format and supporting documents.

This evaluation will be carried out on a total score of 500 on the basis of the following evaluation parameters defined in this section.

The evaluation methodology is further broken down into sub areas as under:

S.N.	Technical proposal Evaluation	Maximum Score
1	Bidders Past Experience	100
2	Compliance to Technical Specifications as in Annexure D.	350
3	Evaluation Site Visit	50
	Total	500

To qualify in the technical evaluation process, the bidder must score at least 70 percent marks. In case the number of bidders who qualify 70% criteria is less than 5, then top 5 bidders will be selected.

Any critical non-compliance/deviations may lead to disqualification of the Bidder.

LIC at its discretion may reject the proposal of the Bidder, without giving any reason whatsoever, if in case the submission/responses received from the Bidder or site visits were found to be unsatisfactory.

The detailed technical evaluation methodology is given below:

A. Bidders Past Experience.

The various parameters and weightages for Past Experience is as follows:

S.N.	Parameter	Mark Allocation	Max, Marks	Supporting Documents as Proof.
1	The bidder must have provided co-hosting space of at least 50 racks in TIER III Data Centre at any of the co-location center/ site to different customers. Marks for submitted project credentials will be allotted as below(Only one among A,B,C,D will be consider) :		100	Copy of the PO / Client Certification. Or Self Certification from the Bid Authorized Person with company seal (Need not to be of same proposed data centre). The following details must be highlighted a. Date of PO / Contract. b. Name of the client. c. Number of Racks.
A	Having Purchase order of more than or equal to 3 Crores in at least 1 projects and 2 crores in at least 2 projects (Minimum 3 separate PO details need to be provided)	100		
B	(Having Purchase order of more than or equal to 2 Crores in at least 2 projects) or (Having Purchase order of more than or 1 Crores each in at least 5 projects)	80		
C	(Having Purchase order of more than or equal to 2 Crores in at least 1 projects) or (Having Purchase order of more than or equal to 1 Crores each in at least 4 projects)	60		
D	(Having Purchase order of more than or equal to 2 Crores at least 1 projects) or (Having Purchase order of more than or equal to 1 Crores each in at least 3 projects)	40		

B. Compliance to Technical requirement as in Annexure.

- a. Compliance to Minimum Technical Specifications mentioned in Annexure- D will be scored out of a total of 350 marks.
- b. Major non-compliances could lead to disqualification of the Bidder.
- c. The compliance mentioned by Bidders in the Annexure- D - Minimum technical specifications will be analyzed and scored based on the RFP requirements vis-à-

- vis solution / services offered. Bidder must offer Point to point conformity for the technical requirements provided in the requirements sheet.
- d. LIC shall also carry out Site Visits of the proposed facility to verify the details and based on which marks will be awarded.
 - e. The Cost for travel and lodging for the team identified by LIC will be borne by LIC for site visits. However, the Bidder is expected to facilitate these arrangements.
 - f. The bidder should use its tools/utilities/simulators to demonstrate the features laid in the RFP / Technical evaluation criteria

At the sole discretion and determination of LIC, LIC may add any other relevant criteria for evaluating the proposals received in response to this RFP and also may make modifications to the marks / weight age given under various categories for evaluation of the technical proposals.

6.2.4 Normalization of Bids

1. LIC may at its sole discretion, decide to seek more information from the Bidders in order to normalize the Bids. However, Bidders will be notified separately, if such normalization exercise is resorted to.
2. Normalization will be done to the extent possible and feasible to ensure that Bidders are meeting the requirements of the RFP to the extent possible and that the interest of LIC is protected. LIC reserves the right to normalize any or all of the technical bids. If such normalization has a bearing on the price, LIC may at its discretion ask the bidders eligible for technical evaluation to submit the technical and commercial bids once again for scrutiny.
3. The submissions can be requested by LIC in the following two manners:
 - a. Incremental technical bid and/or incremental price submissions in part of the requested clarifications by LIC (or)
 - b. Revised technical and/or price submissions of the part or whole Bid
4. The process of normalization may be iterative till such time LIC is satisfied with the response of the Bidders.
5. Post the normalization process in case any Bidder has not quoted for any of the components, the response would be deemed to conclude that the unquoted components required for meeting the functional and technical requirements including the service levels specified in this RFP have been included in the total fixed cost in the Annexure H (Commercial Bid).
6. The Bidder by participating in this tender agrees to the normalization process being followed and adopted by LIC and has no reservation on the process

adopted. In the event the Bidder has any query on the normalization process the same may be raised by the Bidder as part of the pre-bid queries.

7. This clause is applicable for only those items where the Bidder has quoted inadequately in terms of quantity or description or sizing, in such cases the bidder will provide the additional quantities at the same rates quoted in the price Bid.
8. This clause is not applicable for items where the Bidder has missed out quantities or scope items, in such cases the bidder will have to make good such items or scope at no additional cost to LIC.
9. LIC can repeat this normalization process at every stage of bid submission till LIC is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to LIC during this process.
10. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

LIC, at its discretion, will go through a process of normalization of the bids to the extent possible and feasible, to ensure that Bidders are more or less on the same technical ground. However, Bidders will be notified separately, if such normalization exercise is resorted to. After the normalization process, if LIC's technical evaluation team feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids, LIC may at its discretion ask all the technically short-listed Bidders to resubmit:

- Incremental Technical and Commercial bids, or
- Complete Technical and Commercial bids once again.

LIC can repeat this normalization process several times at after each submission and subsequent evaluation of the technical submission, till LIC is satisfied. By responding to this RFP, the Bidders have agreed that they have no reservation or objection to the process & conditions of normalization and will participate in the normalization process and extend their cooperation to LIC during this process.

6.2.5 Commercial Evaluation

The Technically qualified bidders will be shortlisted for Commercial Evaluation. In case of Reverse Auction, Bidder should provide indicative price only. The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Annexure-H. The commercial offer should consist of comprehensive. Cost for required services/solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in

the commercial bid.

LIC reserves the right to award the contract for required number of components and configurations for co-location site, depending upon the requirement.

The bidders are required to quote the prices strictly as per Price Schedule given enabling LIC to arrive at appropriate price for required configurations and/or requirements. The contract will be awarded to the bidder offering the lowest prices.

LIC will evaluate the Bids submitted in response to the RFP and all supporting documents/documentary evidences. Bids, which satisfy all the eligibility criteria, may be evaluated by the evaluation committee constituted by LIC, based on bid submission, presentation by the bidder and discussion with the bidder during presentation and customer referral provided by the bidder including site visit. LIC may ask for meetings with the Bidders to seek clarifications on their bids.

6.2.6 Rejection of non-compliant bid

LIC reserves the right to reject any or all bids on the basis of any deviation(s). Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

6.2.7 Final Evaluation

The Final evaluation of the Bidder will be based on Online Reverse Auction. The online reverse auction will be conducted by LIC or a company who have been authorized in this regard by LIC. Reverse auction guidelines will be communicated to all short-listed bidders.

The Commercial Bids (indicative) of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. Thereafter, the technically qualified bidders subject to provisions of Price Variation Factor is required to participate in online reverse auction for which web-based e-tender platform will be made available by LIC.

The date, time, platform and process of online reverse auction will be communicated to the bidders by LIC.

After the opening of Commercial bids, technically qualified bidders who have not been eliminated will be required to participate in an Online Reverse Auction as follows:

- a. LIC shall provide web based E-tender system for reverse auction.
- b. Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder.

- c. During reverse auction, the participating vendors shall input only the total cost that they have to offer. This amount shall be arrived at by the bidder themselves off-line by using the formula mentioned for evaluation to outbid the earlier bid.
- d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e. The commercial figure quoted will be an all-inclusive figure inclusive of out of pocket expenses, travelling, boarding, permits, lodging but excluding all applicable taxes such as Service taxes, local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc.
- f. Any conditional bid would be rejected.
- g. The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000 as amended from time to time.
- h. In case, only one bidder is technically qualified, no reverse auction will take place. However, LIC reserves right to negotiate price with the lone bidder. The prices once finalized through online reverse auction or negotiation will be termed as 'the approved prices'.
- i. LIC will determine the Start Price and other parameters for the Reverse Auction:
 - i. on its own and / or
 - ii. Evaluating the price band information available in the commercial bids of the technically qualified bidders and / or
 - iii. based on the basis of the lowest quote received in the commercial bids(indicative).
- j. Based on the Total Cost of Ownership (TCO) declared by the Bidders during the Reverse Auction, the Bidders will be categorized as L1, L2, L3 etc. (In the ascending order, i.e. L1 being the Bidder with the lowest TCO, followed by L2 with the next lowest score and so on.)
- k. The bidder with the L1 Quote, post the Online Reverse Auction and Commercial evaluation will be declared L1 Bidder. However, if the prices discovered as a part of the Online Reverse Auction are felt to be unrealistic for the products offered or beyond LICs budget estimates, to give a fair chance to the bidder, LIC shall call the bidder along with the OEM for a price negotiation. Post this only, the commercial bid process will be termed as complete.
- l. The bidders are expected to broadly maintain the proportion of prices for various line items of Bill of Material, even when the total price has reduced in the auction. Any significant reduction in the cost of Expert Services /Professional Support/Training / OEM Services/Manpower deployment is not desired during reverse auction. LIC may require the bidder to justify and maintain reasonableness

- of cost of such items. LIC's decision in this matter shall be final and binding.
- m. The final outcome of the bidding process will be published on the LIC website.
 - n. The bid price shall be in Indian Rupees.
 - o. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
—If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If there is a discrepancy between words and figures, the amount in words will prevail.
 - p. The bidder would need to provide all costs in Annexure H Commercial bid details. The cost summary from these will flow into the Summary sheet of Annexure H Commercial bid details.
 - q. After the close of online reverse auction, the L1 bidder shall provide a commercial breakup of all the line items along with the working sheet to LIC within 7 days (excluding Saturdays, Sundays and Holidays under NI Act. As applicable in Maharashtra), failing which LIC reserves the right to reject the bid and forfeit EMD.
 - r. The commercial figure quoted will be an all-inclusive figure inclusive of out of pocket expenses, travelling, boarding, permits, lodging but excluding all applicable taxes such as local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc.
 - s. The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000 as amended from time to time
 - t. In case, only one bidder is technically qualified, no reverse auction will take place. However, LIC reserves the right to negotiate price with the lone bidder. The prices once finalized through online reverse auction or negotiation will be termed as the "approved prices".
 - u. LIC will determine the Start Price and other parameters for the Reverse Auction –
 - i. on its own and / or
 - ii. evaluating the price band information available in the commercial bids (indicative) of the technically qualified bidders and / or
 - iii. based on the lowest quote received in the commercial bids (indicative).
 - v. In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid and EMD.
 - w. The selected L1 bidder will be informed about the selection, the result will be notified on the LIC website as mentioned in 3.8, and the bidders are advised to visit the above website for any information in reference to this RFP.

Within 7 days of notification of award from LIC, the Bidder will furnish Performance Bank Guarantee, valid for the entire contract period. After the submission of Performance Bank Guarantee by the successful Bidder, the Bidder will be required to enter into a contract with LIC.

In case the selected bidder fails to submit performance guarantee within the time and manner stipulated, LIC at its discretion may cancel the notification of award placed on the selected bidder without giving any notice whatsoever.

- x. In the event the Bidder has not quoted or has omitted any product or service, then it will be deemed that the Bidder shall provide the same product and/or service at no additional cost to LIC.
- y. At the end of warranty period, the contract may be renegotiated as mutually agreed by both parties. The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.
- z. At this stage, the bank guarantee of the unsuccessful Bidder (s) shall be returned to their bankers. LIC will send a letter to such Bidders inform them of the returning of bank guarantee.

The bidder with the lowest quote at the end of the reverse auction process will become the successful bidder.

The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Online Reverse Auction.

The successful bidder is required to provide price breakup in Annexure-H within 48 hours of conclusion of the Online Reverse Auction in the same proportion as indicated in the quoted commercial bid.

Arithmetic errors, if any, in the price breakup format will be rectified as under:

If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.

If the Vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

LIC may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

6.2.8 Request to extend validity period and EMD by LIC.

In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid and EMD.

6.2.9 Right to accept any bid and to reject any or all Bid(s)

LIC reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for LIC's action.

6.2.10 Notification Criteria

LIC will award contract to the Successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose bid has been determined to be responsive, and is the lowest price bid at the end of online reverse auction.

6.2.11 Notification of award

After Online Reverse Auction, LIC will notify the successful bidder in writing, that its proposal has been accepted and send the Bidder the Contract Form incorporating all terms and conditions between the two parties. The Bidder, in turn, has to confirm the acceptance for the Offer made by LIC through mail or registered letter.

7 AWARD AND SIGNING OF CONTRACT.

LIC will notify successful bidder L1 in writing by letter in duplicate or fax that its bid has been accepted. The Selected bidder has to return the duplicate copy to LIC within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

The successful bidder shall be required to enter into a contract/SLA with LIC, within 15 days of the award of the tender or within such extended period as may be decided by LIC as per the terms and conditions of the RFP on a Rs.500/- non-judicial stamp-paper along with the letter of acceptance, NDA, BG and other terms and conditions as may be determined by LIC to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted. The contract/agreement will be based on bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc. The modifications to the SLA will be mutually agreed and will be accommodated in the form of addendum/schedules to the SLA since procedural aspects, services etc. will be continuously evolving. On behalf of LIC, SLA will be signed by the Officials of Central Office, IT/SD dept. Mumbai. No other contract will be required to be signed by any of other LIC-offices. LIC reserve the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

8 SUBCONTRACTING

- A. As per scope of the RFP, the subcontracting may be explicitly prohibited or permitted. If there is no mention of subcontracting in the RFP, Bidder has to obtain written permission from LIC before contracting any work to subcontractors and obtain LIC's authorization to sub-contract for areas in the scope of work to be provided to LIC pursuant to this RFP. . LIC at its own discretion may permit or deny the same.

- B. In case of subcontracting permitted, the contracting Vendor is responsible for all the services provided to LIC regardless of which entity is conducting the operations. The contracting Vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and LIC can obtain independent audit report for the same.

- C. The bidder should provide subcontracting details to LIC and if require, LIC may evaluate the same.

9 TERMS AND CONDITIONS.

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

Contacting LIC

No Bidder shall contact LIC on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

If the bidder wishes to bring additional information to the notice of LIC, it should do so through designated email-id as given in the Activity Schedule.

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

9.1 Contract Period.

- 1) The initial period of contract for providing the Data Center Services for hosting will be for Five years. The DC site of LIC must be up and running so as to commence the required services within 30 days from award of contract, failing which Life Insurance Corporation of India reserves the right to levy penalty, as stipulated in the RFP.
- 2) The contract period can be further extended. The Vendor/ Service Provider has to extend the period of contract at a rate of increase/decrease in per Rack hosting charge per year with maximum variation of +/- 15% for the period beyond the initial contract of 5 years. The rate so decided needs to be agreed mutually by both parties with mutual agreement.

9.2 Insurance .

The Data Center infrastructure to be offered will be covered under comprehensive insurance by the successful bidder against all risks of loss or damage, at his cost. However, taking out insurance policy shall not absolve supplier from his responsibility and liability of replacing same part/subsystem in the event of loss/damage/misplacement etc. if not covered by insurance. 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.

9.3 Prices.

- a) The prices for the services to be rendered must be quoted in INR only.
- b) Prices must be quoted as per the Price chart of the Commercial Bid as Annexure-H.
- c) The prices quoted must include all the costs / charges.
- d) The rates and amounts of applicable taxes should be quoted separately.
- e) In case of change in Government statutory taxes/ duties, the taxes and / or duties applicable as on date of providing services will be paid.
- f) The UNIT prices quoted must remain firm till the entire contract period. Request for Proposal for providing Data Center Services to LIC, Mumbai.

9.4 Payment Terms.

- a) All payments by LIC will be made quarterly in advance excluding monthly power charge, while power charges will be paid monthly in arrears on consumption basis throughout the tenure of the contract.
- b) The invoices towards the services provided in next three months must be submitted 5 days before the start of every 3 months. The amount payable will be calculated after deduction of any penalty and approved by Life Insurance Corporation of India, and payments shall be released within 15 days from submission of invoices.
- c) The amount shall be remitted by NEFT/RTGS directly to the bank account of the contractor. Applicable TDS will be deducted.
- d) Note: The payments will be released only against complete and valid Tax Invoice/s (mentioning GST registration number), along with all relevant documentation.

9.5 Penalty for delay/ non-performance / un-satisfactory Services.

Detailed Service Levels & Definitions, Performance Measurements and associated Penalty Charges, Fault Reporting, Trouble Ticketing & Call Closure Procedure are applicable as per the Annexure-L.

9.6 Completeness Responsibility .

- a) Offer from bidder has to be complete in all respects to comply with the specifications, whether some items are specifically mentioned or not, but required to comply with the quality, quantity and other features of the services.
- b) Notwithstanding the scope of work, engineering, supply and services stated in the RFP document, any equipment, item, material, services, licenses, technical data, engineering or technical services etc., which might not have been specifically mentioned under the

scope of supply of this RFP and which are not expressly excluded from the RFP, but which are necessary for the performance of the quoted solution to comply with the specifications, will be treated to be included in the bid and will have to be provided (and /or performed) by bidder, at no extra cost to LIC.

9.7 Force Majeure or Unforeseen events.

LIC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay, non- performance, short performance, in services or other failure to perform its obligations under the contract, is the result of a Force Majeure. Force Majeure is defined as an event or effect that cannot reasonably be anticipated such as acts beyond the reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Vendor only)of the Bidder excluding those involving supplier's/OEM faults. Such events may include, but are not restricted to of God (like earthquakes, floods, etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises, acts of the government in its sovereign capacity, wars or revolutions, riots, labour and industrial disputes, fires, floods, epidemics, quarantine restrictions and freight embargoes or any other act beyond control of the bidder.

- 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
- b) In case a Force Majeure situation arises, the Vendor shall immediately notify LIC in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the execution of the Purchase Order. The Vendor will make all reasonable efforts to minimize the effects of such circumstances on the performance of the contract.
- c) Unless otherwise directed by LIC in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.
- d) If non-performance or diminished performance by the Vendor due to the circumstances as per 9.7.b above continues for a period of more than ---- consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice.
- e) If the Contract is terminated:
 1. Each party will bear its own costs and neither party will incur further liability to the other;

2. Where the Vendor is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of termination of the contract.

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

9.8 Indemnity .

9.8.1 Indemnity clause 1

Subject to Clause 9.8.2 below, the successful bidder shall indemnify, protect and save LIC from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage / loss to infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, corporation or other entity (including LIC) attributable to the Vendor's negligence or wilful default in performance or non-performance under the contract, other statutory infringements in respect of the DC/DR sites and services provided by successful bidder. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, trade secret or Indian patents of any third party, Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:

- i. LIC's misuse or modification of the service;
- ii. LIC's failure to use corrections or enhancements made available by the Vendor;
- iii. LIC's use of the Service in combination with any product or information not owned or developed by Vendor;
- iv. LIC's distribution, marketing or use for the benefit of third parties of the Service; or
- v. Information, direction, specification or materials provided by LIC or any third party contracted to it.

If any Service is or likely to be held to be infringing, Vendor will at its expense and option either: -

- a) Procure the right for LIC to continue using it,
- b) Replace it with a non-infringing equivalent,

- c) Modify it to make it non-infringing.

The foregoing remedies constitute LIC's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

9.8.2 Indemnity clause 2

The indemnities set out in Clause 9.8.1 shall be subject to the following conditions:

- i. LIC as promptly as practicable informs the Vendor in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii. LIC will, at the cost of the Vendor, give the Vendor all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- iii. If the Vendor does not assume full control over the Defense of a claim as provided in this Article, the Vendor may participate in such Defense at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the vendor;
- iv. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Vendor;
- v. All settlements of claims subject to indemnification under this Clause will:
 - a. Be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vi. LIC will account to the Vendor for all awards, settlements, damages and costs (if any) finally awarded in favor of LIC which are to be paid to it in connection with any such claim or proceedings;
- vi. LIC will take steps that the Vendor may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii. in the event that the Vendor is obligated to indemnify LIC pursuant to this Article, the Vendor will, upon payment of such Indemnity in full, be subrogated to all rights and defenses of LIC with respect to the claims to which such indemnification relates; and

- ix. if a Party makes a claim under the indemnity set out under Clause 10.8.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

9.9 Liability

Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC, the Supplier/vendor shall not be liable to LIC, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/vendor to pay liquidated damages to LIC and the aggregate liability of the Supplier/vendor to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

9.10 Obligation to Maintain Insurance.

In connection with the provision of the Services, the Vendor must have and maintain for the Contract Period, valid and enforceable insurance policies for: public liability; either professional indemnity or errors and omissions; workers' compensation as required by law.

9.11 Business Continuity.

The bidder agrees for the following continuity arrangements to ensure the business continuity of LIC:

1. In the event of this agreement comes to end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the bidder shall render all reasonable assistance and help LIC and to any new service provider engaged by LIC, for the smooth switch over and continuity of the services.
2. In the event of failure of the bidder to render the service, without prejudice to any other right LIC shall have as per this agreement, LIC at its sole discretion may make alternate arrangements for getting the services from any other source. And if LIC gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the

expenses, if any incurred by LIC in availing such services from the alternative source.

9.12 Confidentiality and Privacy.

9.12.1 Confidential Information not to be Disclosed.

Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding firms or their representatives or to any other persons not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its proposal.

The Bidder including but not limited to its personnel, its partners, agents and associates is bound by the conditions of the Non-Disclosure Agreement submitted by the Bidder in response to the RFP as per Annexure F (NDA).

During the execution of the project, the successful bidder will have access to confidential information of LIC such as servers, applications, network design, and architecture etc. The bidder shall use the same degree of care to maintain the confidentiality of the information as if the information is their own and shall not disclose at any point of time to any other person/third party the information so received. The bidder will:

- a) Use the information only for serving LIC's interest and restrict disclosure of information solely to their employees on a need to know basis in order to accomplish the purpose stated in this RFP,
- b) Advise each such employee, before he or she receives access to information, of the obligation of bidder under this agreement and require such employees to honour these obligations. The Bidder will treat as confidential all data and information about LIC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of LIC.

Violation of NDA will lead to forfeiture of performance Bank guarantee and additionally will lead to legal action and blacklisting.

9.12.2 Exceptions to obligations.

The obligations on the parties under this clause 9.12.2 (Exceptions to obligations) will not be taken to have been breached to the extent that Confidential Information:

- a. is disclosed by a party to its advisers or employees solely in order to comply

with obligations, or to exercise rights, under the contract;

- b. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
- c. is disclosed by LIC;
- d. is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/ Assembly;
- e. is authorized or required by law, including under the contract, under a license or otherwise, to be disclosed; or
- f. Is in the public domain otherwise than due to a breach of this clause 9.12.2 (Exceptions to obligations).
- g. lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential
- h. independently developed by the Recipient without use or reference to such Confidential Information.

9.12.3 Obligations on disclosure.

Where a party discloses Confidential Information to another person:

- a. Pursuant to clauses a) and b) of 9.12.2 above, the disclosing party must: notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or
- b. Pursuant to clauses c) and d) of 9.12.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

9.12.4 Additional confidential information.

- a. The parties may agree in writing after the date of the contract that certain additional information is to constitute Confidential Information for the purposes of the contract.
- b. Where the parties agree in writing after the date of the contract that certain additional information is to constitute Confidential Information for the purposes of the Contract, this documentation is incorporated into, and becomes part of the contract, on the date by which both parties have signed this documentation.

9.12.5 Period of confidentiality.

The obligations under this clause, continue, notwithstanding the expiry or termination of the contract:

- a. Any item of information, for the contract period and one year thereafter; and

- b. In relation to any information which the parties agree in writing after the date of the contract is to constitute Confidential Information for the purposes of the contract, for the period agreed by the parties in writing in respect of that information

9.13 Protection of personal information.

9.13.1 Application of the clause .

This clause applies only where the Vendor deals with personal information and for the purpose of, providing Services under the contract.

9.13.2 Obligations .

The Vendor acknowledges that it will use or disclose personal information obtained during the course of providing Services under the contract, only for the purposes of the contract.

9.14 Conflict of interest

9.14.1 Warranty that there is no conflict of interest.

The Vendor will warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the contract no conflict of interest exists or is likely to arise in the performance of its obligations under the contract.

- a. A Vendor will not have a conflict of interest that may affect the Services.
- b. LIC requires that the Vendor provides professional, objective, and impartial services and at all times hold LIC's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Vendor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to LIC, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC.
- c. Without limiting the generality of the above, a Vendor shall be deemed to have a Conflict of Interest, if there is a conflict among this and other assignments of the Vendor (including its personnel and other members, if any) and any subsidiaries or entities controlled by the Vendor or having common controlling shareholders. The duties of the Vendor will depend on the circumstances of each case. While providing services to LIC for this particular assignment, the Vendor shall not take up any assignment that by its nature will result in conflict with the present assignment.

9.14.2 Notification of a conflict of interest.

The Vendor shall make a disclosure to LIC as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days and any breach of this obligation of disclosure shall be construed as Conflict of Interest. LIC shall, upon being notified by the Vendor under this Clause, decide whether it wishes to terminate this Services or otherwise, and convey its decision to the Vendor within a period not exceeding 15 (fifteen) days.

9.14.3 Ambiguities within the Document.

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

- a) Apart from the clauses where specifically mentioned all other terms and conditions of the RFP are applicable.
- b) as between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- c) as between the provisions of this RFP and its Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures; and
- d) As between any value written in numerals and that in words, the value in words shall prevail.

9.14.4 Roles and responsibilities.

The following presents the roles and responsibilities along with the deliverables of the LIC and Vendor during the envisaged phases comprising conceptualization, development, implementation/ support and exit phase.

Role of LIC

1. Escalation matrix
2. Scope of work
3. RACI (Responsible Accountable Consulted inform)matrix
4. Payment as per schedule.
5. Monitoring and reviewing timelines as per RFP.
6. The other roles of LIC will be defined with the vendor subsequently.

Role of Vendor

1. Escalation matrix
2. Adherence to RACI (Responsible Accountable Consulted inform) matrix

3. To ensure that the project is completed as per scope of work and time lines are adhered to.
4. Proper liaison with LIC officials for smooth implementation of project.
5. Meeting the requirements as defined in the Annexure L.

The roles and responsibilities will be defined with the selected vendor before the commencement of the project.

9.14.5 Disqualifications.

LIC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a) Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements;
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c) Submitted a proposal that is not accompanied by required documentation or is nonresponsive;
- d) Failed to provide clarifications related thereto, when sought;
- e) Submitted more than one Proposal;
- f) Been declared ineligible by the Government of India/State/UT Government/ PSUs for corrupt and fraudulent practices or blacklisted.
- g) Submitted a Proposal with price adjustment/variation provision.

9.15 Security

9.15.1 Compliance with LIC requirements / Regulatory Compliance.

The Vendor will ensure that its personnel comply with:

- i. All relevant security and other requirements specified in LIC's Information Security Policy, if the same has been made aware by LIC;
- ii. Any other security procedures or requirements notified, in writing, by LIC to the Vendor. The Vendor must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.
- iii. Any other regulatory guidelines about IT security issued by Regulator.

9.15.2 Security clearance.

- i. LIC may, from time to time, notify the Vendor of the level of security or access clearance applicable to the Vendor's Personnel, and the date from which, or the period during which, that clearance will be effective and the Vendor must comply with and ensure its Personnel act in accordance with that notice.
- ii. LIC is responsible for all costs associated with obtaining security clearances.

9.15.3 Removal of LIC Data.

The Vendor will not, and will ensure that its Personnel do not:

- i. Remove LIC Data or allow LIC Data to be removed from LIC's premises; or
- ii. Take LIC Data or allow LIC Data to be taken outside of offices premises of LIC.

9.16 Termination.

- a) The contract will remain valid till all obligations of the contractor, as stipulated in the contract are fulfilled.
- b) The successful bidder acknowledges and agrees that timely performance of all obligations is essence of contract. In case of any delay, under or non- performance is not cured by the successful bidder within time limit given in this RFP and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate/cancel the contract by giving one month's notice, without assigning any reason. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by LIC, in the event of termination/breach of terms of this RFP /contract etc. as detailed in penalty clause in the Annexure-L.
- c) However, in case of termination /cancellation of Contract, the Contractor cannot absolve their responsibility towards the assets owned by LIC and kept / stored in their Co-Location Data Centre facility and has to comply with the requirement stipulated in this document. The successful bidder shall have no right of termination of Contract.
- d) This RFP document does not constitute an offer by LIC. The bidder's response to this RFP may result into selection of bidder(s) after completion of selection process as detailed in this RFP document.
- e) LIC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.
- f) LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.

- g) Bid with insufficient information to permit a thorough analysis may be rejected.
- h) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- i) Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the BID, in the best interests of LIC.

9.16.1 Termination and reduction for convenience

- a. LIC may, at any time, by a prior written notice of 30days, terminate the contractor and / or reduce the scope of the Services.
- b. On receipt of a notice of termination or reduction, the Vendor must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect LIC Material and Contract Material; and continue work on any part of the Services not affected by the notice.
- c. If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination.
- d. If the scope of the Services is reduced, LIC's liability to pay the Service Charges or to provide LIC Material abates in accordance with the reduction in the Services.
- e. LIC is not liable to pay compensation under clause ('C') supra, if the amount, in addition to any amounts paid or due, or becoming due, to the Vendor under the contract, exceeds the total Service Charges payable under the Contract. The Vendor is not entitled to compensation for loss of prospective profits.
- f. The systems that are complete and ready for delivery within 30 days after the Vendor's receipt of notice of termination shall be accepted by LIC as per the Contract. For the remaining systems, LIC may choose to have any portion completed and delivered at the Contract terms and prices, and /or to cancel the remainder and pay to the Vendor an agreed amount for partially completed systems and for materials and parts previously procured by the Vendor.

9.16.2 Termination by LIC for default

Notwithstanding what has been stated in clause 9.17.3 (GENERAL OBLIGATIONS OF THE PARTIES.) of this Agreement LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part if the Vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Vendor fails to perform any other obligation(s) under the Contract.

In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Vendor shall be liable to LIC for any excess costs for such similar systems or Services. However, the Vendor shall continue the performance of the Contract to the extent not terminated.

9.16.3 Termination for Insolvency

LIC may at anytime terminate the Contract by giving written notice to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC.

In case of termination under this clause, LIC is liable to pay for all the services performed by the Vendor till the effective date of termination.

9.16.4 After termination

On termination of the contract the Vendor must:

- a. Stop work on the Services;
- b. deal with LIC Material as directed by LIC; and
- c. return all LIC's Confidential Information to LIC .

9.16.5 Survival

The following clauses survive the termination and expiry of the contract:

- a) Clause 9.32 --- (Intellectual Property Rights);
- b) Clause 9.8 --- (Indemnity);
- c) Clause 9.10 --- (Insurance);
- d) Clause 9.12 --- (Confidentiality and privacy);
- e) Clause 9.13 --- (Protection of personal information);
- f) Clause 9.15 --- (Security);
- g) Clause 9.16.10 --- (Knowledge transfer) .

9.16.6 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared void by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions

which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

9.16.7 Termination does not affect accrued rights

Termination of the contract does not affect any accrued rights or remedies of a party.

9.16.8 Consequences of Termination of the Selected Bidder:

In the event of termination of the selected bidder(vendor) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach.

The terminated vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for continuity of the project during the period of transition. This period of transition shall not exceed six months from the effective date of termination.

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

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

9.16.9 Business continuity beyond contract period

At the end of the contract period, the vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for business continuity.

9.16.10 Knowledge transfer

Subject to any qualification or provision to the contrary in the Scope of Work, the Vendor must provide the following assistance to LIC on termination or expiration of the contract:

- a. Transferring or providing access to LIC to all information stored by whatever means held by the Vendor or under the control of the Vendor in connection with the contract; and

- b. Making Specified Personnel and Vendor Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions will be at the sole discretion of LIC, provided that any matter discussed is not considered to reveal any 'Commercial-in-Confidence' information of the Vendor.
- c. The Parties agree that duration of Knowledge transfer shall in no event exceed for more than 90 days.

9.16.11 Consequences of Termination of the Selected Bidder

In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/continued execution of the scope of the work defined in RFP. This period of transition shall not exceed six months from the effective date of termination. Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise, subject to providing the bidder a thirty days cure period in writing.

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

9.17 Notices and other communications.

Any notice given by one party to the other pursuant to the contract shall be sent to other party in writing or by email.

9.17.1 Service of notices.

A Notice must be:

- a) In writing, in English and signed by a person duly authorized by the sender; and
- b) Hand delivered or sent by prepaid post to the recipient's address for Notices, as varied by any notice given by the recipient to the sender.

LIC's Address for notices:
Executive Director (IT / SD)
Life Insurance Corporation of India,
Central Office, IT Department,
6th Floor, West Wing, "Yogakshema",
Nariman Point, Mumbai – 400021.

Bidder's Address for notices:

Notices served at any address other than above shall not be treated as served or delivered.

The successful bidder shall provide the contact details of their officials for similar communication from LIC.

9.17.2 Effective on receipt .

A Notice given in accordance with the contract takes effect when it is taken to be received (or at a later time specified in it) and is taken to be received:

- i. If hand delivered, on delivery;
- ii. If sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside India);

9.17.3 General obligations of the parties.

The Selected vendor will, at all times:

- i. Act reasonably in performing its obligations;
- ii. Diligently perform their respective obligations' and work together with LIC in a collaborative manner.
- iii. The Vendor will supply the Services:
 - a. With due skill and care and to the best of the Vendor 's knowledge and experience;

- b. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, leading practice and guidelines;
 - c. Using the Specified Personnel;
 - d. In accordance with all applicable Laws;
 - e. In accordance with any reasonable directions in relation to the Services given by LIC from time to time;
 - f. So as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay;
- iv. The Vendor will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
 - v. The Vendor will be obliged to work closely with LIC's staff, act within its own authority and abide by directives issued by LIC and undertake implementation activities.
 - vi. The Vendor will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated.

9.17.4 Warranties

The Vendor will have to represent and warrant that:

- a. It has the right to enter into the Contract resulting this RFP;
- b. It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
- c. Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- d. The Services will be complete, accurate and free from material faults; and
- e. It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into LIC's systems or any Deliverables any Harmful Code.

9.17.5 Access to LIC'S Premises.

LIC will provide the Vendor necessary access, to its premises as and when required and is deemed reasonable.

9.17.6 Conduct at LIC's Premises.

The selected Bidder will, if using or accessing LIC's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Vendor or as might reasonably be inferred from the circumstances.

9.18 Non Waiver

The failure or neglect by either of the Parties to enforce any of the terms shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

9.19 Assignment

The successful bidder shall not assign, delegate or otherwise transfer any of its rights or obligation under this Contract without prior written permission of LIC.

9.20 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the LIC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Evaluation Process. In such an event, the LIC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to LIC for, inter alia, time, cost and effort of LIC, in regard to the RFP, including consideration and evaluation of such bidder's Proposal.

Without prejudice to the rights of the LIC under Clause above and the rights and remedies which the LIC may have under the Letter of Notification of Award or the Agreement, if Bidder, as the case may be, is found by the LIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Letter of Notification of Award or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by LIC during a period of 3 years from the date such Bidder, as the case may be, is found by LIC to have directly or through

an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

a) "Corrupt practice" means

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of LIC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of LIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process);

or

(ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical adviser of LIC in relation to any matter concerning the Project;

b) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process;

d) "Undesirable practice" means

(i) establishing contact with any person connected with or employed or engaged by Life Insurance Corporation of India 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

e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

9.21 Consortiums or sub-contractor

No consortium bidding is allowed. LIC will not consider joint or collaborative proposals that require a contract with more than one prime Vendor. Bidder need to fulfill all the eligibility criteria and technical evaluation criteria in its individual capacity unless mentioned otherwise.

9.22 Performance Bank Guarantee (PBG).

a) A Performance Bank Guarantee (as per Annexure-J) to the tune of 15 % of the annual cost shall be submitted by the selected Vendor, as Performance Bank Guarantee (PBG) for the equipment(s) supplied/ Services offered against this RFP. The Performance Bank Guarantee should be valid for the period of 63 months from the date of submission and thereafter shall be renewed and submitted to LIC every year one month before the expiry of the PBG for the maintenance of the setup provided. The PBG may be required to be submitted in multiple numbers, if required by LIC. In case the Vendor defaults in renewal of PBG as stated above, the PBG or part thereof may be invoked and LIC's decision in this matter will be final.

b) The Performance Bank Guarantee shall be submitted within 15 days from the date of letter issued for selection as Vendor. Failure to do so may attract a penalty of ₹ 5,000/- (Rupees Five Thousand Only) per day, subject to maximum penalty of ₹ 65,000/- (Rupees Sixty Five Thousand Only). The Bank Guarantee should be as per the format given as Annexure J and should be executed by a Nationalized/ Scheduled bank acceptable to LIC and having Branches in Mumbai.

c) In case the selected bidder fails to submit performance bank guarantee even after the elapse of 28 working days from the date of letter issued for selection as Vendor, it will be considered that the selected bidder has backed out. EMD of such bidder will be forfeited and the bidder will be blacklisted. LIC reserves the right to award the bid to second/subsequent bidder or go for retender. LIC at its discretion may cancel the notification placed on the selected bidder without giving any notice.

d) The PBG / part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP and fails to discharge their contractual obligations during the period or LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

- e) The PBG should be valid for the entire contract period from the date of its submission to LIC and an additional 72 months from the date of notification.
- f) In case of extension of the contract by LIC, the vendor should submit fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity period of the tender. This should happen within one month prior to the expiry of the earlier PBG, unless otherwise intimated by LIC.
- g) Format for submitting the unconditional and irrevocable Bank Guarantee is attached herewith as Annexure J and should be executed by a Nationalized/ Scheduled bank acceptable to LIC and having Branches in Mumbai.
- h) The PBG will not carry any interest.
- i) The PBG may be required to be submitted in multiple numbers, if required by LIC.
- j) The PBG may be invoked for entire amount if the vendor backs-out of his obligations as per this tender or if the fresh PBG is not received by LIC one month prior to the expiry of the earlier PBG; apart from other actions that may be decided by LIC.
- k) The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract:
- i. The bidder fails to honour expected deliverables or part as per this RFP after issuance of PO
 - ii. Any legal action is taken against the bidder restricting its operations
 - iii. Any action taken by statutory, legal or regulatory authorities for any breach or lapses, which are directly attributable to the bidder.
 - iv. LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions
 - a. The performance guarantee will be discharged by LIC and returned to the issuing Bank with intimation to the Vendor not later than 60 days following the date of completion of the Vendor's performance obligations including any warranty obligations under the contract.
 - b. In the event of any contract amendment, the Vendor shall, within seven days of agreeing to such amendment, furnish the amended performance guarantee, valid for 60 days beyond the duration of the Contract as amended, including warranty obligations.

9.23 Contracting

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

LIC reserves the right to incorporate standard contract provisions and the contract shall at all times be compliant to:

- “Contract Agreement for Selection of System Integrators/ Implementation Agencies” <http://deity.gov.in/content/rfp-standardization-model-rfps-and-guidance-notes>
- Provision of the CVC and GOI on procurements.
- General Financial Rules 2017 for contract management https://doe.gov.in/sites/default/files/GFR2017_0.pdf

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

LIC reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the LIC.

- a. LIC reserves the right at the time of award of contract and during the term of the contract to vary the quantity of services and goods specified in the RFP without any change in unit prices or other terms and conditions.
- b. LIC, at all times, reserve the right to modify, include or exclude procurement of products under consideration in this RFP if it is to LIC's advantage to do so.
- c. LIC reserves the right to shift/divert the equipment to other locations from where they are. In such cases, the warranty / AMC shall continue to be in force

at the new location and the supplier has to continue to extend his support for the same at the new location.

9.24 Signing of Contract .

Post submission of Performance Guarantee by the successful bidder, LIC shall enter into a contract with the successful bidder, incorporating all clauses of RFP, all clarifications and the response to the RFP of the successful bidder.

9.25 Pricing & Taxes.

- a) The commercial figure quoted will be an all-inclusive figure inclusive of out of pocket expenses, travelling, boarding, permits, lodging but excluding all applicable taxes such as Service taxes, local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc.
- b) Vendor will be entirely responsible for upfront payment of all applicable taxes like Central / State levies, sales tax, Octroi, VAT, excise duty, cess, license fees, road permits, service tax etc. in connection with delivery of products/services.
- c) VAT/CST/GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. Octroi/local entry tax/ LBT/ Service Tax, 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 within a maximum period of two months from the date of payment of the taxes, the Vendor will not be eligible for any reimbursement on this count.
- d) The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC.
- e) LIC will deduct taxes from the amounts due and payable to the Vendor wherever applicable. LIC will provide Vendor with the statement of any taxes deducted by LIC on payments under the contract. The Vendor agrees to reimburse and hold LIC harmless from any deficiency including penalties and interest relating to taxes including recovery of any tax retrospectively that are its responsibility under this clause. For purposes of the contract, taxes shall include taxes incurred on transactions between LIC and the Vendor.

9.26 Approved Rates Under RFP.

The rates approved by LIC will be valid up to 31/12/2020. The selected bidder(s) should ensure that the components and services quoted would be available for supply for Purchase Orders issued up to 31/12/2020. If, at any time during this period, in case those items quoted are not available, the Vendor should supply items with equivalent or higher configurations at the approved rates, subject to evaluation/ OEM certificate wherever required and LIC's approval.

LIC also reserves the right to reduce or extend the validity of approved rates for a maximum period of up to 180 days.

9.27 Repeat Orders.

Beyond the validity period mentioned above, LIC reserves the right to place repeat orders for additional rack space, hardware and services on the same terms & conditions up to 31st December 2020 at prices which will be negotiable.

- a) Apart from the above revision in rates, any other request for change in approved rates shall not be considered.
- b) LIC also reserves the right to negotiate rates of stray future requirements (which were not anticipated and which are not listed in the current Tender specifications) that may be required to be procured and installed within/along with the equipment(s) being arranged through this tender. Basis of the negotiations will be the list-price of the equipment/component and the discounts etc. generally offered to LIC by the Vendor.

9.28 Placing of Orders.

- a) Placing orders for all requirements and payments will be made by LIC Central Office, Mumbai.
- b) The Vendor should point out any discrepancy/ deficiency in the Purchase orders within three working days of the receipt of Purchase Order by email. Subject to this, the date on which the required information/ correction in the Purchase order is intimated to the Vendor, through mail would be deemed to be the date of acceptance of the Purchase order for the purpose of calculating the delivery period and penalty. The signed hardcopy of the Purchase Order will also be issued by the respective LIC Office which has sent the electronic Purchase Order generated through the LIC's Module and the same has to be acknowledged by

the Vendor. The date of the Purchase Order will be the date on which the Purchase Order is generated through the PO Module and sent to the Vendor. LIC will not be responsible for non-receipt of the PO due to any mail server/ firewall etc., issues at the Vendor's end.

- c) Purchase Order for any component / services may be issued by LIC in a staggered manner. Additional requirements may also come up during the validity/ extended period when new offices are opened. Additional requirements from existing offices may also come up for which components / services will be required.

9.29 Varying the services in the scope of work.

9.29.1 Variations proposed by LIC.

LIC reserves the right to make any changes in the scope of contract. Any change in the general scope will be informed to the vendor in writing.

If LIC wants to vary the Services mentioned in the scope of work:

- a. LIC will communicate the Vendor in writing setting out the proposed variations;
- b. within 7 days after receiving LIC's communication or within another period mutually agreed, the Vendor must respond in writing to LIC specifying what impact those variations will have on:
 - i. the Service Charges; the Services or Deliverables, including any particular Deliverable;
 - ii. the Vendor's ability to perform its obligations under current Contract (including its ability to meet Milestones) and with respect to the change of scope proposed;
- c. After receiving the Vendor's response, within a period mutually agreed, LIC will give the Vendor a written notice accepting or rejecting the proposal.

9.29.2 Effective Date of Variation

Any variation in the service will take effect from the date on which the parties execute a Change Order. In such a case, the Contract will be amended to give effect to the Change Order.

9.29.3 Change Order.

If any such change causes an increase or decrease in the cost of, or the time required for, the vendors' performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the vendor for adjustment under this clause will be asserted within 30 days from the date of the vendor's receipt of LIC's change order.

It should be understood that payment under this clause will be made only if Change orders are exercised and approved by LIC and delivered by the Vendor.

9.29.4 Change Requests .

The following would constitute a Change request

- a. Any work which has not been specifically mentioned in the scope of work of the RFP, the annexure and the pre-bid queries.
- b. Any changes in the deliverables post approval by LIC.

In such a case, the additional effort estimated by the bidder and its costs would be discussed and finalized in discussions with the Bidder. The basis of this cost would be as quoted by the bidder in the Annexure H Commercial Bid.

It should be understood that payment under this clause will be made only if Change requests are exercised and approved by LIC and delivered by the Vendor.

9.29.5 Contract Amendments .

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both LIC and the vendor. Any changes in law, taxes and policies shall be governed through the provision of clause 9.25 (Pricing & Taxes).

9.29.6 Co-operation with Personnel and Entities interacting with LIC.

The Vendor, will, in the performance of the Services:

- a) Fully co-operate with LIC's Personnel and any other entity interacting with LIC; and
- b) Use its best efforts to coordinate its activities so as to support and facilitate, in LIC's best interests, the timely and efficient completion of all work and other activities to be performed for LIC by any person.

9.29.7 Change in Constitution.

Any change in the constitution of the firm, etc. shall be notified forth with by the vendor in writing to LIC and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

9.30 Performance Assessment.

9.30.1 Assessment of Services.

Each element of the Services is subject to assessment by LIC against the relevant Performance Criteria.

9.30.2 Notice of non-compliant Services .

- a. If LIC considers that all or part of the Services does not meet the specifications, LIC will notify the Vendor within seven Business Days of assessing the Services against the specifications.
- b. LIC will include reasons for the Services not meeting the specifications in the notice given under clause 9.30.2.a (Notice of non-compliant Services).

9.30.3 Rectification of non-compliant Services.

If LIC notifies the Vendor that all or part of the Services does not meet the Performance Criteria, the Vendor will:

- a) Take all necessary steps to ensure that the Services are promptly corrected within the period as requested by the bidder or period as mutually agreed upon by both the parties.
- b) Give notice to LIC when the Services have been corrected; and
- c) Allow LIC to repeat the assessment of all or part of the Services against the specifications, within five Business Days after the date of the notice or such other time as agreed mutually in writing.

9.31 Personnel .

9.31.1 Use of Specified Personnel .

- a)The Vendor will provide the Services or any part of the Services to which their particular experience relates, with the active involvement of, and using the skill of the Specified Personnel.
- b) Ensure that each of the Specified Personnel is aware of and complies with the Vendor's obligations in providing the Services.

9.31.2 If the Specified Personnel are not available.

Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the Vendor will notify LIC immediately.

The Vendor will:

- a) If requested by LIC, provide a replacement person of suitable ability and qualifications, having appropriate technical qualifications and experience equivalent or more than the replaced person, at no additional charge and at the earliest opportunity; and
- b) Obtain LIC's written consent prior to appointing any such replacement person.

9.31.3 LIC may Request Replacement of Personnel .

LIC may at any time request the Vendor to remove from work any of the Specified Personnel. The Vendor must promptly arrange for the removal of such Personnel and their replacement in accordance with the process outlined above in 9.31.2 (If the specified Personnel are not available).

9.32 Intellectual Property Rights .

As part of this project bidder/service provider will use software/tool to deliver services. If the use of any such software by / for LIC , infringes the intellectual property rights of any third person, bidder shall be primarily liable to indemnify LIC to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder under this project.

9.32.1 Third Party Material.

The Vendor must have ownership or obtain all necessary copyright and other Intellectual Property Right permissions before making any Third Party Material available as Auxiliary Material for the purpose of performance of services under this RFP and resulting contract.

9.32.2 LIC ownership of Intellectual Property Rights in Contract Material .

- a) All Intellectual Property Rights in the Contract Material shall vest in LIC;
- b) to the extent that LIC needs to use any of the Auxiliary Material provided by the Vendor to receive the full benefit of the Services (including the Contract Material), the Vendor grants to, or must obtain for, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material.

9.32.3 Rights in Vendor's Pre-existing IPR .

There shall be no assignment or transfer of any Vendor's pre-existing IPRs (including any amendments, modifications or enhancements thereto) pursuant to this Agreement.

9.32.4 IPR Warranty.

The Vendor will warrant that:

- a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- b. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 9.32. (Intellectual Property Rights).

9.32.5 Remedy for breach of warranty.

If someone claims, or LIC reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Vendor will, in addition to the indemnity under clause 9.8 (Indemnity) and to any other rights that LIC may have against it, promptly, at the Vendor's expense:

- a. Use its best efforts to secure the rights for LIC to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- b. Replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.
- c. The Vendor will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Vendor's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC.

9.32.6 Patent Rights and other litigation costs.

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the systems or any parts thereof with relation to the contract deliverables, in LIC's country, the Vendor will act expeditiously to extinguish such claim. If the Vendor fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Vendor will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Vendor of such claim, if it is made, without delay as when received.

9.33 Moral Rights .

9.33.1 Obtaining consents .

To the extent permitted by applicable Laws and for the benefit of LIC, the Vendor will:

- i. give, where the Vendor is an individual; and
- ii. Use its best endeavours to ensure that each of the Personnel used by the Vendor in the production or creation of the Contract Material gives, genuine consent in writing, in a form acceptable to LIC, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.
- iii. Adding any additional content or information to the Contract Material.

9.33.2 Specified Acts .

In this clause, Specified Acts means:

- i. Crediting the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act, 1957);
- ii. Materially altering the style, format, colors, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- iii. Reproducing, communicating, adapting, publishing or exhibiting any Contract Material

9.34 Payment Terms.

- a) Payments will be made by the IT /SD department, Central Office and the Purchase Orders will be placed by the Central Office.
- b) Payment will be made for the quarterly bill at one time 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 are submitted.
- d) The penalty charges if any, during period of five years accumulated will be recovered from any amount payable to the Vendor or by invoking the Performance Bank Guarantee available with LIC.
- e) All payments by LIC will be made quarterly in advance excluding monthly power charge, while power charges will be paid monthly in arrears on consumption basis throughout the tenure of the contract
- f) No interest on any payment will be paid by LIC.
- f) Payments will be made only on vendor completing all activities for that Phase as per the agreed project plan and phase completion sign off for the same from LIC.

- g) LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines.
- h) LIC shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties and applicable taxes at source from the agreed price to the selected Vendor.
- i) The payment will be released by the IT /SD department, Central Office. Payment related objections, if raised after 3 months from the date of release of payment, would not be entertained. Such objection must be raised in writing.
- j) The vendor is also duty bound to report to LIC about any short recovery of taxes, cess, etc. at source. Such reporting to LIC should also happen at the earliest. In case, vendor fails to inform LIC about such short recoveries of tax, cess, etc. at source, LIC will have the right to recover all short recoveries of tax, related cess and surcharges, interest and penalties as per the demand note of Income Tax dept. or any other govt. body or regulator.
- k) The vendor shall be solely responsible to make payment to OEM Vendors.
- l) Payment towards any additional/Change orders for onsite will be due only if any change orders is exercised & approved by LIC and delivered by the Vendor.
- m) The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Vendor OR from performance Bank Guarantee.

Following documents will be required to be submitted for release of payment:

- a) Invoice printed on Vendor's own letterhead (with reference of Purchase order, description of goods/ services delivered, quantity, unit price, total amount).
- b) Proof of payment of Octroi / Entry Tax (wherever applicable).
- c) Sign-off from LIC for completion of each phase of each activity.
- d) No other payment of any kind will be made other than the Contract Value.
- e) Expenses: It may be noted that LIC will not pay any amount/ expenses/ charges/ fees/ travelling expense/ boarding expenses/ lodging expenses/ conveyance expenses/ out of pocket expenses other than 'the Agreed Contract Value'.

9.34.1 Obligation to pay.

LIC will pay to the Vendor for the deliverables & Services, subject to:

- a. Subject to the clause 9.34 (Payment Terms); and
- b. The deliverables & Services meeting the SLA.

9.34.2 Liquidated Damages.

The delivery & installation of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the systems and/or Services, the Vendor shall promptly notify LIC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, LIC shall evaluate the situation and may, at its discretion, extend the Vendor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

There shall be a penalty for non-adherence to the time schedule as per Annexure L. The total penalty will be capped at 10 % of the total contract value.

Penalties: All activities have to be completed as per agreed timelines. For the first 8 weeks, penalty of 1% of the total contract value will be imposed for the related Phase per week of delay or part thereof. Thereafter, the rate of penalty will be 2% of the total contract value of the related Phase per week or part thereof.

If the penalties are beyond 10% of the total contract value then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Bidder. The Bidder may be debarred for applying in future assignments. The PBG of the vendor will be forfeited. LIC reserves the right to award the bid to second/subsequent bidder or go for retender.

The Vendor will ensure that all services and systems perform without defect or interruption as per the SLAs specified in the RFP. The vendor will make all-out effort to ensure that all systems perform without defect or interruption.

9.34.3 Incorrect Invoices, under/over Payment .

If an invoice is found to have been rendered incorrectly after payment, any underpayment or over payment will be recoverable by or from the Vendor, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by LIC to the Vendor under the contract.

9.34.4 Due Date for Payment.

LIC will make payment of a correctly rendered invoice on undisputed work within 30 working days after receiving the invoice.

9.34.5 Expenses.

The Vendor will not be entitled to charge LIC for any other fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges, etc.) in addition to the Charges mentioned in the Payment Schedule.

LIC is under no obligation to pay any amount in excess of the Charges mentioned in the Payment Schedule.

9.35 Terms & Conditions for maintenance of the setup.

- a) In the event of replacement of the system or any part thereof, it should be done with an equipment/ part, equivalent or of higher configuration, which is compatible with the system.
- b) Wherever any system has to be replaced, the Vendor is required to uninstall / reinstall and maintain the system/s at the new setup, without any extra cost on account of reinstallation.
- c) Service Engineers/ Representatives of Vendor shall invariably carry their identity cards with them, without which they will not be allowed to access LIC's Systems. Service Engineers of the Vendor shall have access to the Computer Systems/ Peripherals only after obtaining clearance from LIC's authorized officials. No component of the System/data/ log information will be taken out of LIC's systems without clearance from LIC's authorized Officials.

9.36 Periodic Review & Inspection.

LIC will conduct periodic review and inspection, as and when required, to review vendor performance/ financial stability / service reliability / SLA as per the metrics / criteria defined in the RFP / SLA

9.37 Resolution Time.

The typical Resolution time which will be applicable only if any equipment or Infrastructure is down

Level	Type of Infrastructure	Function / Type of Technology	Typical Resolution Time
Critical	Environmental Infrastructure	1. Access controls 2. UPS supply 3. Air conditioning 4. Fire Detection System 5. Water Detection systems 6. Humidity Controllers 7. Gen-sets 8. Building Management System	Within 20 minutes
Critical	Network	WAN links, cross connects, LAN between cage and seating area.	Within 20 minutes
KEY	Environmental Infrastructure	All other environmental infrastructure being a part of vendor solution and not considered as CRITICAL.	Within 30 minutes

9.38 Fault Reporting, Trouble Ticketing and Call Closure Procedure.

- a. LIC personnel shall notify the VENDOR data center HELPDESK to report a Service Outage. The VENDOR data center HELPDESK shall have a Trouble Ticket opened for LIC and LIC shall quote the Trouble Ticket Number in all future communication.
- b. Upon opening of a Trouble Ticket, VENDOR shall investigate the reported Service Outage and shall promptly rectify the same.
- c. In case the Call is related to any equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to LIC, before taking the equipment's in maintenance.
- d. Any call, which is not resolved within 10 minutes of reporting, must be informed to LIC.
- e. Service Provider shall attempt to resolve all Trouble tickets in accordance to the Resolution matrix mentioned above. The resolution could be repair / replacement or providing a work around which does not hamper the normal productivity of LIC.

- f. Upon such rectification, Service Provider shall communicate the same to LIC and close the Trouble Ticket. Service Provider shall ensure that call closure is done after LIC's acknowledgement.
- g. The service window for all the calls shall be 24 x 7.

9.39 Exclusions from Downtime Calculations.

The following events/incidents will be excluded from the downtime calculation for meeting the required uptimes:

- a) Scheduled downtime on account of preventive maintenance, system testing and acceptance test, system upgrades approved by designated LIC official.
- b) Failure due to LIC's application and application configuration.

9.40 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:

9.40.1 Reconciliation Process .

If a dispute arises in relation to the conduct of the Contract (Dispute), a party must comply with this clause before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause.

9.40.2 Notification.

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

9.40.3 Parties to resolve Dispute.

During the 30 days after a notice is given under clause 9.40.2 (Notification) (Or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then, the parties agree that any dispute or differences under or in connection with agreement or any breach thereof, which cannot be settled by mutual negotiation between the parties shall be finally settled by arbitration conducted in accordance with Arbitration and Conciliation Act, 1996 or any modifications, Rules, or enactments thereof. Each party shall appoint its Arbitrator and the two respective arbitrators appointed by each party shall appoint presiding arbitrator to adjudicate the dispute, difference, or claim between the parties. The arbitration proceedings shall be conducted in English Language and the venue of

the arbitration shall be Mumbai. The parties agree that the award passed by the arbitrators shall be final and binding upon the parties. The parties hereby further agree to submit themselves to the exclusive jurisdiction of the courts in Mumbai. The cost of arbitration shall be borne by the parties in such manner, as the arbitrator shall decide in the arbitral award.

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.

9.40.4 Confidentiality .

Any information or documents disclosed by a party under this clause:

- a. Must be kept confidential; and
- b. May only be used to attempt to resolve the Dispute.

9.40.5 Costs.

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.

9.40.6 Termination of process.

A party to a Dispute may terminate the dispute resolution process by giving notice to the other party after it has complied with the provision of this clause & sub-clauses survive termination of the dispute resolution process.

9.40.7 Breach of this clause.

If a party to a Dispute breaches provision of this clause, the other party does not have to comply with those clauses in relation to the Dispute.

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.

9.41 Right of Publicity.

Any publicity by the Bidder in which the name of LIC is to be used should be done only with the explicit written permission of LIC.

If the Vendor is required by law or a regulatory body to make a public announcement in connection with the contract or any transaction contemplated by the contract the Vendor must, to the extent practicable, first consult with and take into account the reasonable requirements of LIC.

9.42 Transition Support.

In the event of expiry of term / termination of the contract the bidder shall provide all such assistance to LIC and/or the new vendor selected by the LIC to access to the facility, use of lift / service lift, entry permission for vehicles, parking of vehicles closer to the lift, providing trolley to carry heavy equipment's, gate pass for the equipments and manpower deployed etc

9.43 Privacy and Security Safeguards.

The bidder shall not publish or disclose in any manner, without the LIC's prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any LIC location. The bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the LIC (removed for repair, replaced or upgraded) are cleared of all LIC data and software. The bidder shall also ensure that all subcontractors (if permitted in contract) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the LIC's prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any LIC location.

9.44 Governing law and jurisdiction

The contract shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the jurisdiction specified in the Contract Details and hence, any legal dispute will come under the jurisdiction of Mumbai High Court only.

9.45 Approvals and consents

Except where the contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or with hold any approval or consent under the contract.

9.46 Assignment and Novation

A party may only assign its rights or novate its rights and obligations under the contract with the prior written consent of the other party.

9.47 Road Permit

Road/entry permit etc. which may be required for entry into a State for supply of the equipment"s to the locations mentioned in Purchase Orders, will have to be obtained by the Vendor, without any additional cost to LIC. If required, on receiving a written request from vendor, a declaration (Whom so ever it may concern) may be given by LIC to the Vendor to the effect that the equipments/goods are as per the purchase order issued by LIC and these are for LIC"s own use and not meant for any resale or for any manufacturing or packing of any goods for sale. The vendor has to take care of all other formalities which may be required for obtaining the Road-Permit / Entry permission.

9.48 Further action.

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to the contract and any transaction contemplated by it.

9.49 Waiver

Waiver of any provision of or right under the contract:

- a. must be in writing signed by the party entitled to the benefit of that provision or right; and
- b. is effective only to the extent set out in any written waiver.

9.50 Relationship

- a. The parties must not represent themselves, and must ensure that their officers, employees, and agents do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.

- b. The contract does not create a relationship of employment, agency or partnership between the parties.

9.51 Announcements

- a. The Vendor must, before making a public announcement in connection with the contract or any transaction contemplated by it, obtain LIC's written agreement to the announcement.
- b. If the Vendor is required by law or a regulatory body to make a public announcement in connection with the contract or any transaction contemplated by the contract the Vendor must, to the extent practicable, first consult with and take into account the reasonable requirements of LIC.

9.52 Performance Guarantee

The proceeds of the unconditional and irrevocable performance guarantee shall be payable to LIC as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract.

The unconditional and irrevocable performance guarantee will be discharged by LIC and returned to the issuing Bank with intimation to the Vendor not later than 15 days following the date of completion of the Vendor's performance obligations including any warranty obligations under the contract.

In the event of any contract amendment the Vendor shall within seven days of receipt of such amendment furnish the amendment to the unconditional and irrevocable Performance guarantee rendering the same valid for the duration of the Contract as amended for 30 days after the completion of performance obligations including warranty obligations.

In the event of any replacement of defective software systems / defective deliverables or part as per this RFP after issuance of PO during the warranty period, the warranty for the replaced material shall be extended to a further period of 180 days beyond the current warranty period and the unconditional and irrevocable Performance Bank Guarantee for proportionate value shall be extended by 180 days over and above the extended warranty period.

9.53 Rights reserved by LIC.

- a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC will reserve the right to debar the Bidder from participating in future RFP's floated during the empanelment period and / or servicing of hardware for a period to be decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.
- b) LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFP's, at any time prior to award of agreement without assigning any reason what so ever and without thereby incurring any liability to the affected Vendor(s). Reasons for cancellation will be determined by LIC at its sole discretion.
- c) LIC reserves the sole right to decide on the hardware configuration and the quantity thereof to be ordered as also the locations for purchase of Integrated Systems/Hardware and/ or peripherals.

EXECUTIVE DIRECTOR (IT/SD)

10 ANNEXURES

LIC/CO/IT-SD/EFEAP-NEXT/CO-LOCATION/2019-20/11 Dated 11/10/2019
Co-Location: Mumbai/Navi Mumbai,

(To be submitted on a stamp paper of ` 500/- (Rupees five hundred only) stamp duty must be as per the prevailing Stamp duty act of Maharashtra State Mumbai Jurisdiction by the Bidder)

Annexure - A PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2019. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri.....(Hereinafter called the "BIDDER /SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and

other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

- g) The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- h) The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER, which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- i) All the officials of the BUYER will report to the "Chief Vigilance Officer" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process,

or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of

competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.

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

- The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- vii. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- d) The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.

(vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

6. Fall Clause:

6.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems having same scope of work, payment terms and all other applicable terms and conditions, at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage of Bidding process that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors:

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

Name address of the Monitor(s):

1.) Shri G. V. Krishna Rau Ex-Addl Chief Secy & Development Commissioner to Govt of Karnataka.
Villa116, TheRetreat, Tharabanahalli, ChikkajalaPost, Bangalore -562157

2.) Shri Kata Chandrahas, IRS(Retd.), G-1 Reliance Homes, 8-2-647/R,Road no.7,Banjara Hills,
Hyderabad-500034

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

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

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

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Executive Director (E&OS), LIC.

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

The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself / herself from that case.

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

7.8 The Monitor will submit a written report to the Chairman, LIC within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7.9 If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. Facilitation of Investigation:

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

9. Law and Place of Jurisdiction:

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

10. Other Legal Actions:

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

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Changes and supplements as well as termination notices need to be made in writing.

11 Validity:

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER	BIDDER	Name of the Officer:
-------	--------	----------------------

CEO:	Designation
Deptt./	

Witness

1.....	1.....
--------	--------

2.....	2.....
--------	--------

shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998". We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of 2019.

(Signature in the capacity of Duly authorized to sign Bid for and on behalf of)

Seal:

Date :

Place :

Business Address :

Witness Signature

Bidders Signature

Name :

Name :

Address :

Designation:

Company :

Date :

Date :

Annexure - C **ELIGIBILITY CRITERIA**
 LIC/CO/IT-SD/EFEAP-NEXT/CO-LOCATION/2019-20/11 Dated 11/10/2019
 Co-Location: Mumbai/Navi Mumbai,

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected

S.N	Eligibility Criteria	Compliance (Yes/No)	Supporting Documents
1	The proposed Site should meet minimum Tier III specifications by Uptime Institute or TIA 942 compliance.		Supporting document -Publicly available information of the proposed Data Center along with an undertaking on a SP's letterhead, clearly mentioning that the address of the proposed Data Center and that it is complying with Tier III / TIA 942.
2	The Bidder/Service Provider must have provided Data Center co-hosting facility to at least 6 Companies of which at least 2 should be financial institutions at any of their co-hosting sites in India.		Self-certifying letter from the Bidder/Service Provider, clearly mentioning to have provided Data Center co-hosting Facility by the person Authorized to bid duly stamped by Company's seal.
3	Company Details		Letter/Certificate from the certified agency.
A	Name of the Company		
B	Company Registered as Private / Public Limited		
C	Date of Incorporation and Registration Details like No.		
4	The Bidder/Service Provider should be in operating Data Centers for a minimum period of three years.		Supporting documents to be submitted.
5	The Bidder/Service Provider should have an annual turnover of at least ` 50 Crore in latest financial year (i.e. 2018-19) and		The CA Certified Document as per Annexure P must be submitted along with certified audited Balance sheet of the respective Financial years which

	<p>50 Crore in any one out of previous two consecutive financial years (i.e. 2016-2017 & 2017-2018) in data centre services.</p>		<p>clearly gives the details of the subsidiary / Data Center.</p>
6	<p>The Bidder/Service Provider should not be blacklisted/ debarred by Statutory or Regulatory Authorities. (As on 1st April 2019)</p>		<p>Undertaking by Service Provider/ Co location partner.</p>
7	<p>The Bidder/Service Provider must be the owner of the proposed premises (directly or by the same group of companies).</p> <p style="text-align: center;">or</p> <p>If it is on lease to the bidder/service provider, then the period of unexpired lease must be till 31st December 2024.</p>		<p>Supporting documents to be submitted.</p>

Documentary Evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. All the Certificate should be valid / inforce as on the date of publication of the RFP.

Tier III or TIA 942 certification must be for the Infrastructure/Site of the Data Center and not Design only.

Signature

(Seal of Company)

(Signature and Seal of company to be put on all the pages of Annexure-C)

Annexure – D

Technical Bid

Hosting of eFEAP Next Infrastructure in Co-location Data Center at Mumbai/Navi Mumbai						
RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/COLOCATION/2019-20/11 Dated: 11/10/2019						
Bidder's Name:						
SL No.	Certification	Compliance (Yes/No)	Sub Group Weightage	Weightage	Supporting Documents Required	Details/link of Proof Attached
1	The bidder proposed site should have following compliance / certifications:					
a.	NFPA 70 & 75		3	33	Letter / Certificate from the certified agency.	
b.	IS 1893:1984 seismic Compliance		2			
c.	TIA 942 compliance (Tier III Infrastructure) 3 marks		5			
	TIA 942 compliance (Tier IV Infrastructure) 5 marks					
d.	PCI DSS		2			
e.	ISO 20000		3			
f.	ISO 9001		3			
g.	Compliance to ASHRAE Standards		3			
h.	ISO/IEC 27001		3			
i.	Uptime Tier III (Infrastructure) 3 marks		5			
	Uptime Tier IV (Infrastructure) 5 marks					
j.	ISAE3402		2			
k.	TVRA(Threat and Vulnerability Assessment)		2			
2	The structural strength of the proposed building should have been certified and latest report to be available. The report should not be more than one year old. (Copy of report/ certificate to be attached.)			2	Copy of report / certificate to be attached	
	Total			35		

	Functional Specifications	Compliance (Yes/No)	Sub Group Weightage	Weightage	Supporting Documents Required	Details of Proof Attached					
3	The bidder must be the owner of the proposed Data Center provided to LIC or in case of leased premises, an unexpired lease period must be for 12 years from the RFP Response due date.			5	Relevant documents to be attached						
4	Age of the Building			5		Relevant documents to be attached					
a.	Less than 5 years		5								
b.	> 5 years but < = 10 years		3								
c.	>10 years but < = 15 years		2								
5	The Proposed Data Center building should not be in low lying and flood prone area			3				Relevant documents to be attached			
6	The Data Center should have a load bearing capacity of minimum 1000 Kg/ Sqmtr.			5						Relevant documents to be attached	
a.	> 1450 kg/sqmtr		5								
b.	> 1200 and < 1450 kg/sqmtr		4								
c.	>1000 but <1200 kg/sqmtr		3								
d.	>900 and <1000 kg/sqmtr		2								
7	The caged area for LIC within Data Center should have enough contiguous space to host minimum 40 racks .			5	Self Declaration and evaluation during site visit						
8	The Server Room Area should have raised floor height of 2.5 ft			2	Relevant documents to be attached						
9	The server hall height from raised floor to false ceiling should be at least 14 ft.			3							
10	Freight Lift - The data center should have high capacity freight lift for ease of movement of servers and high-density network devices			5	Self-Declaration and evaluation during site visit						
11	A separate Cage dedicated for LIC within the server room / Server Hall area			3	Self-Declaration						
12	The Data Center should have microprocessor based system to detect water leakage within reasonable			3	Relevant documents to be attached						

	period of time to avoid any related damage					
13	The Data Center should have electronic rodent control systems with operability on varied frequency range			2		
14	The building & Server cabin area should be provided with Water Leak Detection System and fire alarm system			2		
15	IF proposed colo site's DC uptime is between 99.982% and 99.99% both inclusive		10	15	Relevant reports to be attached	
	IF proposed colo site's DC uptime is more than 99.99%		15			
16	Feeds should be provided to LIC for monitoring the cages/its infrastructure remotely.			3	Self Declaration	
17	Gate Passes to enter SP's premises for LIC's representatives – free of any cost			3	Relevant reports to be attached	
18	Audit reports of people accessing the Server room should be available as and when required by LIC.			3	Self Declaration	
19	The Data Center building should be designed and constructed for earthquake resistance and should be away from hazardous chemical materials, LPG storage areas, chemical go-downs and other storage facilities meant for dangerous commodities.			3	Relevant reports / documents to be attached and evaluation at site visit	
20	Vendor to certify that Data Center is adequately distant from this site to major manufacturing, industrial, or utility areas that may cause power instability, radio frequency interference, pollution, vibration, etc.			3	Relevant reports / documents to be attached and evaluation at site visit	
21	Arrangement (for seating, power and network) should be made to LIC's team of around 10 people in disaster situation to access systems hosted in DC.			2	Self Declaration	

22	Should be in DC operating business for a minimum period of 5 yrs			2		
23	The proposed building should be covered under comprehensive insurance on ongoing basis including risk related to earthquake, floods, fire, lightening, terrorist attacks etc. (Copy of last year and current year)			2	Relevant documents to be attached	
24	Air Quality in the data center site should be of severity level G1 (mild) as per ISA - 71.04.			5		
25	The seating area should include the desk, chair, drawer which can accommodate three box files with locking facility per seat, UPS power connections (three per seat), network connections from LIC's server area / LAN (two per seat) etc. Vendor shall factor sufficient work area per seat. In addition, vendor shall provide adequate space for the movement within the enclosed seating area.			5	Self Declaration	
26	The bidder should provide staging /storage area for two to three weeks.			2	Self Declaration	
27	Staging area should be in the same floor, preferably close to the hired / hosted space and have all facilities like, redundant power, AN connectivity, telecom			5	Self Declaration and evaluation during site visit	
	A) Same Floor Staging area		5			
	B) Different floor staging area		2			
28	The racks in cage area should be of 42U size with horizontal and vertical cable managers and the bidder to provide inter-rack cabling using patch panels, cross connects to communication area, cable managers for structured cabling,			2	Self Declaration	

	redundant power strips, earthing for each rack etc.					
29	The bidder should be able to provide space in the same server hall contiguous to the existing cage area for addition of racks at the contracted rate during the period of contract. In case bidder decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with LIC.			2		
	Total			100		
	FUEL/Generators	Compliance (Yes/No)	Sub Group Weightage	Weightage	Supporting Documents Required	Details of Proof Attached
30	Diesel Tanks (for generators) –It should have high capacity diesel tanks for ensuring 48 hour power backup with contracts for fuel supply on demand.			5	Self Declaration and evaluation during site visit	
31	The Diesel tanks should be underground.			2		
32	Generators should be capable of providing power for 72 hours or continuously if fuel tanks are refilled			5	Self Declaration	
33	Critical Services like power, UPS Genset etc. are managed by:			3	Self Declaration and evaluation during site visit	
a.	Own dedicated staff of the bidder		3			
b.	Maintenance services are Outsourced to third party		2			
34	Number of Generators (>2)		5	5	Relevant Documents and evaluation during site visit	
	Number of Generators (>1)		2			
	Total			20		
	POWER/UPS	Compliance (Yes/No)	Sub Group Weightage	Weightage	Supporting Documents Required	Details of Proof Attached

35	Two independent power suppliers/substations/Grid Level redundancy each capable of supporting the site independently.			5	Self Declaration and evaluation during site visit	
36	There should be sufficient power backups in places for running the Building Monitoring System in the event of power outage			3	Self Declaration	
37	The entire solution should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source			3	Self Declaration and evaluation during site visit	
38	UPS should be configured in N+N redundancy mode.			3	Self Declaration	
39	Power of minimum 6 KVA per rack should be provided. Additional power if required to be made available			5		
40	32/63 amps power sockets will be made available by the Vendor if required			3	Self Declaration	
41	Power should be available from two different power sources			3	Self Declaration and evaluation during site visit	
42	Sufficient power supply at metered rate should be available to the proposed caged area			5	Self Declaration	
43	Data Center to maintain the PUE from 1.5 to 1.8.			3	Relevant Document to be attached	
44	Availability of 3 phase, 4 wire power system.			3		
45	The Service Provider should provide the electrical cabling required by the racks to be hosted in the Data Center.			3	Self Declaration	
46	The service provider must make provision for a power meter to measure power consumption by the Corporation.			3	Self Declaration	
47	The service provider shall provide Dual meter for measuring the electricity units consumed by LIC for			3		

	the Servers/Equipment.					
48	The Switch over from one meter to the other should be automatic. i.e. Should coincide with switch over from normal power to generator power and vice versa.			2		
49	Are the incoming utility feeds resilient incoming supplies from alternate power substations arranged as N+1, each entering the site from diverse paths and each terminated in separate fire resistant enclosures?		2	3	Self Declaration and evaluation during site visit	
	Does the utility power enter the site via false flooring/underground?		1			
50	Each component must allow concurrent maintenance without disruption to supply of services to data halls or support areas.			3	Self Declaration	
51	Comprehensive Power Audit in the last two years / Record of past incidents			2	Relevant Documents to be attached	
	Total			55		
	COOLING	Compliance (Yes/No)	Sub Group Weightage	Weightage	Supporting Documents Required	Details of Proof Attached
52	The design for cooling infrastructure at the Data Center should be in lines with standard guidelines to support high density cooling needs			3	Relevant Documents to be attached	
53	Redundant CRAC units to facilitate High Density cooling needs.			2		
54	Chiller specification should be minimum of N+1 Water Cooled (Upgradable to 2N, Water-Cooled + Air-Cooled)			3		
55	Water storage for cooling should be 36 hours at full load.			3		
56	Chilled Water Distribution should be 2N, UPS powered.			3		

57	The temperature in the server hall should be maintained at 21 +/- 2 °C			2		
58	The humidity at the Data Center should be maintained at 50 % +/- 5% RH.			2		
59	The server room should have precision air conditioning with redundancy			2		
	Total			20		
	FIRE	Compliance (Yes/No)	Sub Group Weightage	Weightage	Supporting Documents Required	Details of Proof Attached
60	The doors and walls for the server room, communications room, and other critical areas should be fire rated for a minimum 2 hrs.			5	Relevant Documents to be attached	
61	The false flooring in server hall should be fire resistant and tiles should be made up of Calcium Silicate.			5		
62	Fire Protection specification should have VESDA, FM200/FE 227 Gas Suppression System, NOVEC 1230, Double Interlock Type Pre-Action Sprinkler System outside cage area.			5		
63	Smoke detection and fire suppression for the building to be available where in the proposed Corporation's cabin invariably covered under these systems			5		
64	The proposed server room cabin area should be well covered in the fire detection and suppression (preferably inert gas based) system			5		
	Total			25		
	SECURITY	Compliance (Yes/No)	Sub Group Weightage	Weightage	Supporting Documents Required	Details of Proof Attached
65	Access card entry for the caged area			5	Self Declaration	
66	Biometric Access to the common entry to the Server room/ Server Hall area should be available			5	Relevant Documents and	
67	Access card entry for the			4	Self	

	cabin rack				Declaration	
68	Security for the building to be available 24x7x365 with security patrol and CCTV surveillance at the entry/Exit levels			5	Relevant Documents and evaluation during site visit	
69	8 layers of physical access security checkpoints with anti-tailgating mantraps. Full details must be clearly mentioned by the bidder			5	Relevant Documents and evaluation during site visit	
70	The Data Center building should have impact resistant fence wall with intrusion detection & road blocking device.			5	Self Declaration and evaluation during site visit	
71	Activities to be recorded and the archival should be kept for at-least 2 years or for a longer period as per LIC's Requirements			3	Relevant Documents and evaluation during site visit	
72	The CCTV Cameras should cover in row view of both front & back side of the racks row, within the Corporation's server caged area. The CCTV camera should cover the entry & exit to the Corporation's caged area. CCTV monitoring should cover all the blind spots within the caged area.			5	Self Declaration	
73	Dedicated feeds should be provided to Corporation for monitoring the cage/its infrastructure remotely			3		
74	All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The Vendor should manage the BMS activities on a 24x7x365 basis or as the Corporation decides			5		
75	The proposed datacenter should have multi layers of physical security:			5	Self Declaration and evaluation	
a.	Site Perimeter (Public Zone)		1			

b.	Perimeter Security (Reception 1 Zone)		1		during site visit	
c.	Facility control (Operating Zone)		1			
d.	Server Hall (high security Zone)		1			
e.	Details of security arrangements in the Data Center to be submitted.		1			
	Total			50		
	NETWORK	Compliance (Yes/No)	Sub Group Weightage	Weightage	Supporting Documents Required	Details of Proof Attached
76	Telecom junction box, multiplexers of various service providers to be available in and around the building			5	Self Declaration and evaluation during site visit	
77	The Data Center should be carrier neutral from the Telecom provider's perspective.			3		
78	Provision for multiple telecom carrier's entry from diversified paths.			3		
79	Provision for dual entrance room, local carrier room, meet-me room.			3		
80	If the Telecom junction box, multiplexers of service provider from whom Corporation would be procuring the links is not available then the DC service provider should make necessary arrangements and allow the commissioning of the same			5	Self Declaration	
81	The co-hosting facility service provider should extend the link terminated by the link service provider on the junction box till the server room where the Corporation's networking equipment will be located.			2		

82	Data Center service provider should ensure fibers from multiple providers are fed to the site from three independent channels in ring connectivity.			5		
83	3 Redundant MPLS /Leased Line networks from 3 different providers must also be made available.			5		
84	The service provider will be responsible for LAN cabling and providing mode of connectivity from cabin server room at co-location.			3		
85	The entire cabling should be structured; service provider should provide the support for the same throughout the contract period.			3		
86	Provision of cross connect irrespective of link service provider and bandwidth will be made available by co-location SP.			3		
87	The cabling should be laid in a separate enclosure below the false floor and should be kept at a distance which does not cause Electro Magnetic induction with the power cabling.			5		
	Total			45		

*Note- Documentary Evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

This is to certify that I have read and understood all instructions and requirements, and this hardcopy matches exactly with softcopy that is being submitted

Signature of
Vendor/Vendor's Date
Representative

Annexure - E

Bidder Details

LIC/CO/IT-SD/EFEAP-NEXT/CO-LOCATION/2019-20/11 Dated 11/10/2019

Co-Location: Mumbai/Navi Mumbai,

1	Name of the Company				
2	Company Registered as [Public Limited/Private Limited]				
3	Date of Incorporation				
4	Address of Corporate/ Registered Office				
	Line 1				
	Line 2				
	Name of City				
	State				
	Postal Code				
	Email id				
	Phone no./ FAX no.				
5	CST/GST Registration No.				
6	Date of registration (Attach registration Certificates)				
7	PAN No. (Attach certified copy of PAN)				
8	Turnover of the Company:				
	Financial Year : (in Crores)				
	2018-2019				
	2017-2018				
	2016-2017				
9	Profit of the Company after Tax				
	Financial Year : (in Crores)				
	2018-2019				
	2017-2018				
	2016-2017				
10	Details of Projects undertaken				
	Details of Projects/ PO's executed in last three Financial years: (Multiple Purchase Orders from the same customer in the same year can be clubbed.)				
	Financial year	Names of the clients	Name and contact details of Sr. officer representing the client for the purpose of reference	Approximate Order Value (in Rupees) Crores with details like Name of city, No. of Racks,	Whether the Project has been successfully executed as on date of bid submission (Date of completion of the Project)

	2018-2019	1			
		2			
	2017-2018	1			
		2			
	2016-2017	1			
		2			
11	Bidder's Address for communication :				
	Name of the Person & Designation to whom all references shall be made regarding this bid.				
	Address: Line 1				
	Address: Line 2				
	Name Of City				
	State				
	Postal Code				
	Email id				
	Phone no./ FAX no.				
Bank Details					
12	Name of Bank				
	Branch				
	MICR Code				
	Type of A/C				
	Account No.				
	IFSC Code				
13	Bidder's Official Web Site (URL)				
	ISO Certifications				
14	ISO 9001:2008 certificate enclosed (Yes/No)				
	ISO 14000 certificate enclosed (Yes/No)				
	ISO 20000 certificate enclosed (Yes/No)				
	Any other relevant information not covered in the above points :				
15	We hereby confirm that we, M/s _____ have not been banned by LIC, as on date of submission of the bid.				
16	Actual Rack Capacity of Data Center				
17	Available Rack Capacity				
18	We hereby confirm that we, M/s _____ have not been banned by LIC, as on date of submission of the bid.				

Enclosures:

- a) GST, Sales Tax, VAT Registration Certificate and Certificate of Incorporation, Profit & Loss Statement, Audited Balance sheet, and latest IT Returns and Sales Tax duly signed/ attested by the authorities mentioned in the Tender.
- b). Attested Copies of the Projects undertaken or Certificate from customers.
- c). Power of Attorney or the copy of the Board Resolution appointing the Authorized Signatory
- d). Cancelled cheque of the Bank Account.

Witness:

Bidder:

Signature:

Signature:

Date:

Date:

Name and Address:

Name and Address:

Annexure - F

Non-Disclosure Agreement (NDA)

(To be submitted on a stamp paper of ` 500/- (Rupees five hundred only) stamp duty must be as per the prevailing Stamp duty act of Maharashtra State Mumbai Jurisdiction by the Bidder)

LIC/CO/IT-SD/EFEAP-NEXT/CO-LOCATION/2019-20/11 dated 11/10/2019

Co-Location: Mumbai/Navi Mumbai,

This Non-Disclosure Agreement ("NDA") is made and entered into this _____ day of _____ in the year Two Thousand and Nineteen (2019) BY _____ AND BETWEEN Life Insurance Corporation of India, with registered office at Central Office, "Yogakshema", J B Marg, Mumbai 400021, hereinafter referred to as "LIC"

AND

_____, a Company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business at ----- 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 during engagement with Life Insurance Corporation of India during the Proof of Concept Engagement, 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., 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 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 engagement; restrict disclosure of such Confidential Information to its employees and employees of its affiliated 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. It may be noted that all the information shared as a part of the Proof of Concept Engagement in the form of project documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configurations through a live Benchmark test both off shore as well as onsite shall be the sole property of LIC and shall be treated with the same degree of confidentiality as that of the Respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of the Proof of Concept Engagement.

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 employees/partners should not make public announcements/comments on any website/or issue any media statements about the existence of this engagement and its scope.

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 their employees will not disclose any information of LIC during their employment with the Respondent and will use reasonable efforts to ensure that its 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 the POC 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.

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.

This Agreement shall be effective from the date mentioned above and shall continue for a maximum period of Twenty-One days (21 days) month from such date.

The Respondent agree that during the existence of the term of this NDA and for a period of twenty-one (21) days thereafter, the respondent shall not solicit directly or indirectly the employees of LIC working in all wings of Central Office Information Technology department.

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 or a period of twenty-one (21) days, beyond the Contract period 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 agrees and undertakes to indemnify and hold LIC harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including 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. In the event that the Respondent shall be liable to LIC in connection with this Agreement, the Respondent's liability shall be limited to the value of the Contract.

This Agreement shall be governed and construed in accordance with the law 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 -----

Address – -----

Authorized
Signatory

Name :

Designation:

Place: Mumbai

Annexure - G UNDERTAKING FOR WARRANTY

(To be submitted on a stamp paper of ₹ 500/- (Rupees five hundred only) stamp duty must be as per the prevailing Stamp duty act of Maharashtra State Mumbai Jurisdiction by the Bidder)

Ref: LIC/CO/IT-SD/EFEAP-NEXT/CO-LOCATION/2019-20/11, Dated: 11/10/2019,
Co-Location: Mumbai/Navi Mumbai,

To,

The Executive Director (IT/SD),
Central Office, Life Insurance Corporation of India,
"Yogakshema", Jeevan Bima Marg,
Nariman Point, Mumbai – 400021

Dear Sir/Madam,

We hereby accept all the Term & Conditions of the RFP and extend Quality Assurance for a period of Five years from the date of installation as per the terms and conditions stated in the RFP document referred above.

We further hereby undertake that the services agreed as per SLA as per the terms and conditions of the RFP and subsequent contract will be available for a period of Five years and further extendable by 2 years.

Dated at _____ this _____ day of _____ 20__

Authorized Signatory

Signature of the authorized official

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure – H

Commercial Bid

LIC/CO/IT-SD/EFEAP-NEXT/CO-LOCATION/2019-20/11 Dated 11/10/2019

Co-Location: Mumbai/Navi Mumbai,

Separate Commercial Annexure-H for 10 KVA and 12 KVA needs to be submitted by the bidder.

The indicative commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “Indicative Commercial Bid for _____”.

Name of the Bidder:

A) DC Co-location Recurring Charges

SL No	Required Item	Qty.	Quote Per Unit	Annual cost	Total Amount for 5 years
1	Co location space charges for DC(Racks 42U size)				
	Space for 1 - 5 racks	1			
	Space for 6 - 10 racks	1			
	Space for 11 - 15 racks	1			
	Space for 16 - 20 racks	1			
	Space for 21 - 25 racks	1			
	Space for 26 - 30 racks	1			
	Space for 31 - 35 racks	1			
	Space for 36 - 40 racks	1			
2	Cross connect charge (Fibre) on usage basis	1			
3	Cross connect charge (copper) on usage basis	1			
	Total				

LIC will inform the number of racks subsequently/later.

LIC will inform the power requirement for the rack (10 KVA / 12 KVA) subsequently.

The number of racks required will be multiplied with per unit cost declared by the bidder in the range for arriving at the Total Cost of the Rack for 5 years.

* For example if the number of racks required is declared by LIC as 12, that the per unit cost mentioned by the bidder in Number of Racks for 11-15 will be taken for computation of total amount for 5 years. i.e

12(racks) X (cost of 1 rack quoted under the range 11 -15) X 5 (years) = Total Amount for 5 years.

B) Power Charges

Sl. No	Item	Metered Units/QTY (A)	Current electricity rate (Power Tariff indicative) * (B)	Multiplication factor against the PUE for power charges. (C)	Total Amount For 5 years D= AxBxCx60
1	Power charges for KW	10000			
Total					

The power charges will be paid at actual subject to submission of tariff table from electricity service provider.

* Current Electricity Rate and number of units mentioned above in the commercial bid is indicative for the TCO calculation purpose only. However, the power charges will be paid at actuals subject to submission of tariff table from respective electricity service provider.

Bidder should quote only the Multiplication Factor against the PUE for power charges to cover the electricity consumption for devices, cooling, lighting, UPS power, consumption of diesel and all associated power heads. This Multiplication factor will be fixed for the entire term of contract and extension(s), if any.

LIC will inform the power requirement for the rack (10 KVA / 12 KVA) subsequently

C) ONE TIME CHARGES

Sl. No.	Item	Total One Time Charges
1	Caging charges to accommodate racks (It will be calculated proportionately depending on actuals which will be provided by LIC subsequently).	
	Caging Charges to accommodate 5 racks.	
	Caging Charges to accommodate 6 - 10 racks	
	Caging Charges to accommodate 11 - 15 racks	
	Caging Charges to accommodate 16 - 20 racks	
	Caging Charges to accommodate 21 - 25 racks	
	Caging Charges to accommodate 26 - 30 racks	
	Caging Charges to accommodate 31 - 35 racks	
	Caging Charges to accommodate 36 - 40 racks	
2	Cross connect charges (copper)- 4 unit	
3	Cross connect charges (Fibre)- 8 unit	
4	Dedicated biometric access control for cage and 7 lever lock and key	
5	Electrical cabling charges for per rack (It will be calculated proportionately depending on actuals which will be provided by LIC subsequently).	
6	Power meter for caged area	
7	All cabling cost (LAN, MUX, electrical and data) including network up to the rack allotted to LIC and additional charges if any. All charges to be mentioned component wise	
	Total	

Item - Electrical cabling charges per rack.

(The above mentioned item will be calculated proportionately depending on actuals which will be provided by LIC subsequently).

These charges will be one-time charges, valid till the entire contract period including extensions thereof. LIC will not pay any recurring charges against these items. Quantity is for TCO calculation only.

For example if the number of racks declared by LIC is 12 that the caging cost in the range nit 11 – 15 will be taken for computation of total amount.

D) OPTIONAL CHARGES

Sl. No.	Item	Number	Per Unit Cost	Total Amount
1	Inter Rack cabling charges (Per rack cost)	1		
2	Cross connect charges (copper)	1		
3	Cross connect charges (Fiber)	1		
4	Electrical cabling charges with socket of 32 amps single phase	1		
5	Electrical cabling charges with socket of 32 amps three phase	1		
6	Electrical cabling charges with socket of 63 amps single phase	1		
7	Power strip with 16 sockets for the rack	1		
8	Dedicated CCTV Cameras inside Cage Area	1		
9	Desktop Charges for Seating Area	1		
10	Quote for single 42U rack	1		
11	Remote Hands and Eye Support cost per man Hour	1		
Total				

Order will be placed as per actual requirement as and when it arises.

E) Co-location Seating Charges

SL No	Required Item	Qty.	Quote Per Unit	Annual cost	Total Amount for 5 years
1	Charges for seating space	1			
	Total				

Payment will be done on the basis of actual number of seating space required by LIC. The number of work station / seating space will be informed to the bidder subsequently/later to the bidder.

Summary of Commercial Bid

Total Cost of Ownership	
Item	Amount
A. DC CO-Location Recurring Charges	
B. Power Charges	
C. One time Charges	
D. Optional Charges	
E. Co-Location Seating Charges	
Total Cost	

Total Cost of Ownership (TCO) = DC Co-Location Recurring Charges
 + Power Charges
 + One Time Charges
 + Optional Charges
 + Co-location Seating charges

Name of the Bidder

Signature of Authorized Signatory

Date: _____ Name : _____

Place: _____ Designation: _____

Seal : _____

Seal of Company:

Annexure - I

Compliance Statement

LIC/CO/IT-SD/EFEAP-NEXT/CO-LOCATION/2019-20/11 Dated 11/10/2019

Co-Location: Mumbai/Navi Mumbai,

DECLARATION

Terms & Conditions

We hereby undertake and agree to abide by all the terms and conditions stipulated by the CORPORATION in the RFP document.

We certify that the items offered by us in response to the bid conform to the technical specifications stipulated in the bid with the following deviations:

1)

2)

....

(If left blank it will be construed that there is no deviation from the specification given above)

Signature:

Seal of Company

Annexure - I.1 Certificate of Deviation

LIC/CO/IT-SD/EFEAP-NEXT/CO-LOCATION/2019-20/11 Dated 11/10/2019

Co-Location: Mumbai/Navi Mumbai,

Ref:

To The Executive Director (IT/SD)
Information Technology Department
Life Insurance Corporation of India, 2nd Floor,
Jeevan Seva Annexe,
S.V. Road Santacruz (west). Mumbai 400054.

Date:

Sir/ Madam,

Following are the technical deviations, variations and assumptions from the requirements for the EFEAP-NEXT/CO-LOCATION project under REF: CO/IT/SDC/EFEAP-NEXT/COLOCATION/2019-20/11

These deviations, variations and assumptions are exhaustive. Except these deviations, assumptions and variations, the entire work shall be performed as per RFP requirements and documents.

Clause No	Brief Narration	Assumption, Variations etc. with reasons

Witness:

Signature:

Name and Address:

Date:

Bidder:

Signature:

Name and Address:

Date:

Annexure - I.2 Certificate of Deviations from RFP Terms and Conditions
 LIC/CO/IT-SD/EFEAP-NEXT/CO-LOCATION/2019-20/11 Dated 11/10/2019
 Co-Location: Mumbai/Navi Mumbai,

Ref:
 To The Executive Director (IT/SD)
 Information Technology Department
 Life Insurance Corporation of India, 2nd Floor,
 Jeevan Seva Annexe,
 S.V. Road Santacruz (west). Mumbai 400054.

Date:

Sir/Madam,

Following are the deviations from the Terms and Conditions in the Request for Proposals of Life Insurance corporation of India, Ref: CO/IT/SDC/EFEAP-NEXT/COLOCATION/2019-20/11, Co-Location: Mumbai/Navi Mumbai.

These deviations, assumptions and variations are exhaustive. Except these deviations, assumptions and variations, all other Terms and Conditions of the RFP are acceptable to us.

S.N.	Page No	Clause No	Brief Narration	Statement of Deviations and Variations, assumption	Remarks

Witness:

Bidder:
 Signature:

Signature:

Name and Address:

Name and Address:

Date:

Date:

Annexure - J Format for Performance Bank Guarantee

LIC/CO/IT-SD/EFEAP-NEXT/CO-LOCATION/2019-20/11 Dated 11/10/2019

Co-Location: Mumbai/Navi Mumbai,

To,
The Executive Director (IT/SD),
Information Technology Department,
Life Insurance Corporation of India,
2nd Floor, Jeevan Seva Annexe,
S.V. Road Santacruz (west). Mumbai 400 054.

(Hereinafter referred to as "LIC / you")

Whereas consequent to your Request for Proposal (RFP) No _____ dated _____ you have issued a Purchase Order No. _____ dated _____ to M/s _____, having its corporate office at _____ (hereinafter referred to as "the Contractor") to *develop, implement and support name of software solution/service for the Corporation.*

Whereas as per the payment terms of the said RFP/Purchase Order the Contractor has to submit an unconditional and irrevocable Bank Guarantee from any scheduled commercial bank in favour of you.

And whereas, we, _____ Bank, having our branch office at _____ (hereinafter referred to as "the Guarantor") on the request of the Contractor hereby expressly and unreservedly undertake and Guarantee to pay to you, a sum not exceeding ` _____/- (Rupees _____ Only), being 15% of the value of the Purchase Order, in the event of any breach by the Contractor of the obligations under your said Purchase Order, or reasons attributable to the Contractor on account of the same. This Guarantee shall be limited to an amount not exceeding ` _____/- (Rupees _____ Only). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Contractor, we the Guarantor shall make the payment under this Guarantee to CORPORATION within 24 hours of receipt of written claim / demand.

We the Guarantor, further confirm that a mere letter from the CORPORATION that there has been a breach by the Contractor of its obligations or there are sufficient reasons for invoking this an unconditional and irrevocable Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Contractor, indulgence to Contractor by

you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Contractor.

This an unconditional and irrevocable Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of LIC, Guarantor or the Contractor. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as aforesaid making reference to this Guarantee.

Notwithstanding anything contained hereinabove, our liability under this an unconditional and irrevocable Guarantee is restricted to ` _____/- (Rupees _____Only).

This Guarantee shall remain in full force and effect for a period of __ years from the date of the installation i.e. up to _____. Unless a claim under this Guarantee is made against us within one month from that date i.e. on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Thereafter, our Guarantee shall be considered as null and void whether returned to ourselves or not.

Date:

For _____

(Branch and Bank)

Place:

Annexure - K Bank Guarantee (BG)

(To be submitted on a stamp paper of ` 500/- (Rupees five hundred only) stamp duty must be as per the prevailing Stamp duty act of Maharashtra State Mumbai Jurisdiction by the Bidder)

LIC/CO/IT-SD/EFEAP-NEXT/CO-LOCATION/2019-20/11 Dated 11/10/2019

Co-Location: Mumbai/Navi Mumbai,

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

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

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

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

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

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

Dated at _____ this _____ day of _____ 2019

Sealed & Signed by the Bank

Annexure - L Contract Agreement /SLA -Terms & Conditions

LIC/CO/IT-SD/EFEAP-NEXT/COLOCATION/2019-20/11 Dated: 11/10/2019

Co-Location: Mumbai/Navi Mumbai,

Detailed Service Levels and Definitions:

This Section describes the service levels that have been established for the Services offered by the Vendor to the LIC. The Vendor shall monitor and maintain the stated service levels to provide quality customer service to the LIC.

System availability is defined as:

$$\{(Scheduled\ operation\ time - DC\ IT\ infrastructure\ downtime) / (Scheduled\ operation\ time)\} \\ * 100\%$$

Where:

1. "Co-location Data Center / COLO" means the facility propose by the Service provider to co-host LIC's equipment required to form the LIC's DC.
2. "Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
3. "IT infrastructure downtime" subject to the SLA, means accumulated time during which the DC IT infrastructure is totally inoperable due to in-scope system or infrastructure failure, and measured from the time LIC and/or its customers log a call with the Vendor help desk of the failure or the failure is known to the Vendor from the availability measurement tools to the time when the System is returned to proper operation.
4. Critical and Key infrastructure of Data Center will be supported on 24x7x365basis.
5. Outage shall commence when each or either fails.
6. If any one or more of the components defined in "Critical" at the Data Center Facility are down resulting in non-availability of Insurance solution deployed, then the services listed in the availability measurements table shall be considered for calculating the downtime.
7. Typical Resolution time will be applicable only if any equipment or Infrastructure is down.

Level	Type of Infrastructure	Function / Type of Technology	Typical Resolution Time
Critical	Environmental Infrastructure	1. Access controls 2. UPS supply 3. Air conditioning 4. Fire Detection System 5. Water Detection systems 6. Humidity Controllers 7. Gen-sets 8. Building Management System	Within 20 minutes
Critical	Network	WAN links, cross connects, LAN between cage and seating area.	Within 20 minutes
KEY	Environmental Infrastructure	All other environmental infrastructure being a part of vendor solution and not considered as CRITICAL.	Within 30 minutes

Service Levels:

Service Levels will include Availability measurements & Performance Measurements

Availability Report will be provided on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the LIC by the Vendor at the end of every month containing the summary of all incidents reported and associated Vendor performance measurement for that period. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting.

Audits will normally be done on monthly/quarterly basis or as required by LIC and will be performed by LIC or LIC appointed third party agencies.

LEVEL	Type of Infrastructure	Measurement	Expected Service Level
a) Critical	Environmental Infrastructure	Availability of Critical Environmental Infrastructure Elements	99.982%
b) Key	Environmental Infrastructure	Availability of Key Environmental Infrastructure Elements	99.00%

All individual elements under respective level and type will be aggregated to arrive at the service level.

Performance Measurements:

Performance measurements will normally be done on monthly basis or as required by LIC and will be performed by LIC or LIC appointed third party agencies. Vendor representative will assist LIC in performing Performance Measurements.

Type of Infrastructure	Measurement	Expected Service Level
Down time for servicing (excluding all links)	Each Planned down time for servicing(upgradation, repairs, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities, which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with the LIC.	99.00%

Penalty for Site not Ready.

The Bidder has to ensure that the site is ready as per the RFP conditions within 8 weeks from the date of purchase order. In case the bidder fails in providing the Site to LIC within the stipulated time of 8 weeks, LIC will issue a warning letter for getting the work completed for the site within the 9th week. Non-compliance to the warning letter would result in the invoking of the Performance Bank Guarantee.

Penalty Charges

Inability of the solution (entire Infrastructure provided by the Vendor for example AC, UPS, DG, Power etc.) to deliver the required functionality at performance levels expected at the specified volumes (including the expected increase in volumes) detailed under the above clauses would result in breach of contract and would invoke the penalty clause. .

Stipulated Uptime is 99.982% on monthly basis as mentioned above in 5.1.xiii

1	A \geq 99.982%	No Penalty
2	\geq 99.00% and $<$ 99.982%	3 days equivalent of Charges for that particular month's Monthly Recurring Charge (MRC) amount, on a prorata basis
3	\geq 98.00% and $<$ 99.00%	4 days equivalent of Charges over and above charges in point 2 of this table for that particular month's Monthly Recurring Charge (MRC) amount, on a prorata basis
4	A $<$ 98.00%	Additional Penalty over and above charges in point 2 & 3 of this table at the rate of 12% of that particular month's Monthly Recurring Charge (MRC) amount, for every 0.1% lower than the stipulated uptime.

Monthly Recurring Charges (MRC) = (A) DC Co-Location Recurring Charges
+ (B) Power Charges
+ (E) Co-location Seating charges
of Annexure H (Commercial Bid).

Charges A, B and E of Annexure H are for the month.

Record and data for the Service Availability computations and determinations as available in 'Downtime/ Availability' report. The penalty will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled. Monthly Recurring Charges (MRC) amount shall be as per the definition mentioned above.

Penalties will be levied upon for any delays in providing LAN, electrical, MUX connectivity to each rack and the sitting area as required etc. The deduction towards the delays of such deliverables will be 0.5% of the contract value per week subject to a maximum of 5% of the contract value.

Penalty Calculation:

Example 1: If the Monthly Recurring Charge (MRC) amount is ₹ 12,00,000 and the VENDOR achieves an Availability of 99.6% in the month of May (31 days). Penalty to be levied 4 days equivalent of Charges for that month's Monthly Recurring Charges (MRC) amount, on a pro-rata basis

Per Day Charge $12,00,000 / 31 = ₹ 38,710$

Penalty $3 \times 38,710 = ₹ 1,16,130$

Example 2: If the Monthly Recurring Charge (MRC) amount is ₹ 12,00,000 and the VENDOR achieves an Availability of 98.6% in the month of May (31 days). Penalty to be levied 4 days plus 3 days equivalent of Charges for that month's Monthly Recurring Charges (MRC) amount, on a pro-rata basis

Per Day Charge $12,00,000 / 31 = ₹ 38,710$

Penalty for 3 days $3 \times 38,710 = ₹ 1,16,130$

Penalty for 4 days $4 \times 38,710 = ₹ 1,54,840$

Total penalty $₹ 1,16,130 + ₹ 1,54,840 = ₹ 2,70,970$

Example 3:

96.2 % is the Availability achieved in the month of May (31 days) and the Monthly Recurring Charge (MRC) amount is ₹ 12,00,000

Per Day Charge $12,00,000 / 31 = ₹ 38,710$

Penalty for 3 days $3 \times 38,710 = ₹ 1,16,130$

Penalty for 4 days $4 \times 38,710 = ₹ 1,54,840$

$98 \% - 96.2 \% = 1.80 \%$

$1.80 / 0.1 = 18$ points penalty

12% of MRC amount = ` 1,44,000

$18 * 1,44,000 = ` 25,92,000$

Total Penalty is = ` 1,16,130 + ` 1,54,840 + ` 25,92,000 = ` 28,62,970

FAULT REPORTING, TROUBLE TICKETING AND CALL CLOSURE PROCEDURE

- 1) The LIC personnel shall notify the Service Provider DC HELPDESK to report a Service Outage. The Service Provider DC HELPDESK shall have a Trouble Ticket opened for the LIC and LIC shall quote the Trouble Ticket Number in all future communication.
- 2) Upon opening of a Trouble Ticket, Service Provider shall investigate the reported Service Outage and shall promptly rectify the same.
- 3) In case the Call is related to any equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to the LIC, before taking the equipment in maintenance.
- 4) Any call, which is not resolved within 20 minutes of reporting, must be informed to LIC.
- 5) Service Provider shall attempt to resolve all Trouble tickets in accordance to the Resolution matrix mentioned above. The resolution could be repair / replacement or providing a work around which does not hamper the normal productivity of the LIC.
 - a. Upon such rectification, Service Provider shall communicate the same to the LIC and close the Trouble Ticket. Service Provider shall ensure that call closure is done after LIC's acknowledgement.
 - b. The service window for all the calls shall be 24x7.

Annexure - M Undertaking from Service provider
LIC/CO/IT-SD/EFEAP-NEXT/COLOCATION/2019-20/11 Dated: 11/10/2019
Co-Location: Mumbai/Navi Mumbai,
To,

The Executive Director (IT/SD)
LIC of India,
Software Development Center, Mumbai 400 054.

Subject: Undertaking of ownership of site / premises proposed for COLO Center for the LIC (in case of owned site) OR Undertaking of unexpired lease period on the proposed COLO Center period for the LIC (in case of leased premises)

Dear Sir,

In case of owned sites

We hereby undertake that the following site address proposed by us, is owned premise and is registered in the name of M/S (Service provider name) vide sale agreement # (XX) dated ___/___/_____:

Site address:

Sale agreement reference #

Sale agreement dated:

In case of leased site

We hereby undertake that the following site address proposed to the LIC as COLO Center, is a leased premise vide lease agreement dated ___/___/_____, between M/S (Service provider name) and (Name of the Lessor). The details of the lease period for the premises are as mentioned below:

Address of the Site proposed to the LIC

Lease agreement dated:

Validity of the lease period:

Name of the lessor:

Unexpired lease period on RFP Response due date:

Please note that the sale agreement / lease agreement copies (whichever applicable) are enclosed herewith as supporting documents.

Kindly refer to us in case of any clarifications.

Warm Regards,

Authorised person's Name

Signature

Designation

Address

Email and phone #

Annexure - N

Authority Letter

(To be submitted in Original on Letterhead)

Date:

To,

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

Subject: Authority Letter

Reference: RFP document no. LIC/CO/IT-SD/EFEAP-NEXT/COLOCATION/2019-20/11 Dated:
11/10/2019 Co-Location: Mumbai/Navi Mumbai,

Dear Sir,

We, M/s _____ (Name of the bidder) having registered office at _____ (address of the bidder) herewith submit our bid against the said RFP document.

Mr./ Ms. _____ (Name and designation of the signatory), whose signature is appended below, is authorized to sign and submit the bid documents on our behalf against said RFP.

Specimen Signature:

The undersigned is authorised to issue such authorisation on behalf of us.

For M/s _____ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.

Annexure-O Compliance Sheet for Qualification Bid

	Basic Requirement	Required	Provided	Referen ce& Page Numbe r
1.a	Bid Processing Fee	Demand draft drawn on any nationalized Bank for ₹ 11,800/-	Yes /No	
1.b	Earnest Money Deposit	Bank Guarantee for ₹ 10,00,000/-	Yes /No	
2.a	Legal Entity	Copy of Certificate of Incorporation and Copy of GST Registration Certificate	Yes /No	
2.b	Registered Company in India.	Copy of Registration	Yes/No	
3.	The bidder should be a single entity, no consortium or joint venture is permitted.	Self-certifying letter by the person Authorized to bid duly stamped by Company's seal.	Complied / Not complied	
4.	The bidder would undertake not to sub-contract / outsource any part of the work without LIC permission.	Undertaking	Yes /No	
5.	The bidder shall not be debarred by any PSU/Banks/Govt. Agency, as on date of submission of bid.	Self-certifying letter by the person Authorized to bid duly stamped by Company's seal.	Yes /No	
6.	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.	Self-certifying letter from the Bidder/Service Provider, by the person Authorized to bid duly stamped by Company's seal.	Yes/No	
7.	The Bidder/Service Provider must have provided Data Center co-hosting facility to at least 6 Companies of which at least 2 should be financial institutions at any of their co-hosting sites in India.	Self-certifying letter from the Bidder/Service Provider, clearly mentioning to have provided Data Center co-hosting Facility by the person Authorized to bid duly stamped by Company's seal.	Yes /No	
8.	The Bidder/Service Provider should have an annual turnover of at least ₹ 50 Crore in latest financial year (i.e. 2018-19) and ₹ 50 Crore in any one out of previous two consecutive financial years (i.e. 2016-2017 & 2017-2018) in data centre services.	Certified Audited Balance sheet of the respective Financial years which clearly gives the details of the subsidiary / Data Center.	Yes /No	

9.	The Bidder/Service Provider must be the owner of the proposed premises (directly or by the same group of companies). or If it is on lease to the bidder/service provider, then the period of unexpired lease must be till 31st December 2024.	Supporting documents to be submitted.	Yes /No	
10.	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory or submission demonstrating that the representative has been duly authorized to sign.	Yes/No	
11.	The bidder must have certifications related to IT infrastructure as on RFP publishing date as per technical bid(Annexure D)	Copy of Certificates to be submitted	Yes/No	

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

Annexure-P
TURNOVER DETAILS

Financial Information Bidder's Name:			
	FY: 2016-17	FY: 2017-2018	FY: 2018-2019
Annual Turnover from Providing Data Centre specific services (in INR Crores)			
Other relevant information			

Note: Please attach relevant sections of the documentary proofs.

We undertake the following -

- a) We do not have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completions, litigation history, or financial failures etc. in earlier works executed with LIC or any other company.
- b) We undertake not to sub-contract / outsource any part of the work without LIC permission.
- c) We have not been blacklisted by any company or government body for corrupt or fraudulent practices or non delivery, non performance.
- d) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

Annexure-Q Details of Litigation(s)

(To be submitted on Company's letterhead by the Bidder with Seal and Signature)

(A) Details of litigation(s) the Bidder is currently involved in, or has been involved in for the last three years:

1. Party in dispute with :
2. Year of initiation of dispute:
3. Detailed description of dispute:
4. Resolution / Arrangement arrived at (if concluded) :

(B) Blacklisted by any Govt/PSU/Reputed Listed company for corrupt or fraudulent practices or non delivery, non performance in the last three years. ---NO.

Witness:
Signature:
Name and Address:

Bidder:
Signature:
Name and Address:

Date:

Date:

List of Annexure's Attached.

S.No	Annexure Name	Number of Pages	Attached Yes/No
1	A- Pre Contract Integrity Pact		
2	B- Technical Bid Form (Covering Letter)		
3	C- Eligibility Criteria		
4	D- TechnicalBid		
5	E- Bidder Details		
6	F- Non Disclosure Agreement (NDA)		
7	G- Undertaking for Warranty		
8	H- Commercial Bid		
9	I- Compliance Statement		
10	I.1- Certificate of Deviations		
11	I.2- Certificate of Deviations from RFP Terms and Conditions		
12	J- Format for Performance Bank Guarantee		
13	K- Format for Earnest Money Deposit (EMD)		
14	L – Contract Agreement/SLA Terms and conditions		
15	M- Undertaking from Service Provider		
16	N- Authority Letter		
17	O-Compliance Sheet for Qualification Bid		
18	P-Financial Turnover		
19	Q- Details of Litigation		

END OF RFP DOCUMENT