

Revised Section G: Payment Terms & Conditions

- 1) No advance payment or interest payment will be made by LIC.
- 2) Payment will not be released till the completion of the in-scope activities.
- 3) Payments will be made as per below table, subject to bidder completing in-scope activities for the agreed project plan. LIC reserves the right to temporarily withhold payment and impose penalty, if it is not satisfied with progress made during that period or if there is delay in activity timelines.

S.No.	Milestones	Payment	Remarks
Payment for the Delivery of the In-Scope Solutions & Its Implementation (The payment terms below shall be applicable for individual solution in this RFP)			
1	Delivery of all in-scope software and appliances (if any) at all designated sites of LIC for the project and signing of the contract with LIC.	50 % of cost	<ul style="list-style-type: none"> o Invoice (with reference to Purchase Order for execution, description of services delivered, quantity, unit price, total amount). o Delivery Challans "Proof of Delivery" in original o Delivery Certificates for Software licenses o Verification of above deliverables and any other, if needed by Authorized LIC officials not below the rank of Assistant Secretary at CO, IT Mumbai. o Certificate by the bidder indemnifying the Corporation against Violation of Copyright and Patents. o Certificate by the bidder that software licenses comply with OEMs guidelines/requirements.
2	Installation and integration, initial OEM audit and acceptance testing as per scope of work.	40 % of cost 100% of the Direct Premium Support Cost with the OEMs	<ul style="list-style-type: none"> o Invoice for Balance amount. o Verification of above deliverables and any other, if needed by Authorized LIC officials not below the rank of Assistant Secretary at CO, IT Mumbai. o Certificate by the bidder indemnifying the Corporation against Violation of Copyright and Patents etc. o OEMs certification of the deployment being in accordance with the scope of work. o Receipt of Installation certificate & sign-off duly signed and stamped by the Bidder, and counter-signed by the officials of IT dept., LIC Central Office. o Certificate/Evidence of Direct Premium Support with the respective OEMs.
3	After Go Live i.e., after acceptance test and audit, validation and certification by all the respective OEM/s	5 % of cost	After submission of OEM validation report and performance test report & Acceptance Certificate

4	Training/knowledge transfer, documentation of entire solution at specified locations as per the scope of work.	5 % of cost	Proper documentation (soft & hard copy) for the full project (product wise) should also be submitted with regard to the configuration, commands used, trouble shootings done in configuration phase etc. to LIC Central Office – IT officials handling the project. Training as per scope of work.
Payment against Onsite Services of the In-Scope Solutions (The payment terms below shall be applicable for individual solution in this RFP)			
6	Payment for the Onsite Services will be done on quarterly basis at the end of each quarter	-	<ul style="list-style-type: none"> ○ After end of each frequency of time period as applicable on arrear basis subject to fulfilment of SLA terms ○ Invoice for the amount payable quarterly. ○ Performance Report of the onsite Personnel. ○ Verification of 'Service level agreements' defined in this RFP ○ Updated SOP and Rule Review Report
7	Payment for subsequent OEM/s Audits (OEM/s Audit conducted after the initial deployment)	-	<ul style="list-style-type: none"> ○ OEM Assessment report ○ Remediation report submitted by the bidder.

- 4) LIC shall make payments in Indian Rupee (INR) on receipt of invoice, after deduction of penalties and applicable taxes at source from the agreed price to the selected Vendor.
- 5) The payment will be released by the IT department, Central Office. Payment related objections, if raised after 3 months from the date of release of payment, will not be entertained. Such objection must be raised in writing.
- 6) After complete delivery/installation (including SNR cases) under a particular PO, payment will be made by CO/ZO/ Nodal Divisional Offices for such purchase order as a whole and not in piecemeal.
- 7) Efforts will be made by LIC to settle all payments with 30 days of receipt of invoices. However, the bidder has to ensure that all requirements, as mentioned in the RFP, are submitted for ensuring the payment.
- 8) 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.
- 9) 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.
- 10) If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment 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 in case of over payment.

11) 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).

12) In all other cases:

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

- i) Invoice printed on Vendor's own letterhead (with reference to Purchase order, description of goods/ services delivered, quantity, unit price, total amount)
- ii) Proof of payment of GST/Octroi / Entry Tax (wherever applicable)
- iii) UV Certificate (wherever applicable) duly signed and stamped by the Vendor, and counter-signed by the LIC officials from the concerned project/department of LIC.

13) Warranties:

a) The Vendor will have to represent and warrant that:

- i) It has the right to enter into the Contract resulting from this RFP;
- ii) It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
- iii) Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services
- iv) The Services will be complete, accurate and free from material faults; and

b) The offer must include comprehensive on-site warranty for five years from the date of installation and acceptance of the systems by LIC. The warranty will include supply and installation of all updates and subsequent releases of security solutions.

c) All software to be supplied/ delivered and installed must be of the latest version and should form part of the OEM's current product line.

d) The bidder should also ensure that the solution proposed shall be technically compliant to perform satisfactorily as per requirements mentioned in the technical specification and deliverables.

e) The warranty, which for all practical purposes would mean Comprehensive On-site Warranty, shall start and remain valid for five years from the date of installation of products.

f) On-site warranty will start from the date of successful installation of the products subject to the acceptance of sign-off. If the vendor is unsuccessful to fine-tune the product, then the onsite warranty will be from the date of acceptance of sign off and not from the date of installation.

14) Maintenance during Warranty Period:

a) The Bidder shall attend to calls and arrange to solve the problems within the stipulated timelines as mentioned in the SLA.

b) LIC may at its discretion extend the services for onsite support for a further period from the expiry of the Warranty period on the same terms and conditions.

- c) The on-site support services will be for entire contract period. The contract maybe renewed after the end of 5 years subject to the discretion of LIC.
- d) LIC reserves the right to terminate the contract earlier, with two months' notice for reasons of non-performance and unsatisfactory services. In any case LIC's decision in this case will be final and binding. In case of vendor being discontinued for deficiency in service, the contract may be terminated, and the vendor may be blacklisted by LIC and may not be allowed to participate in the future tenders for a period to be decided by LIC. Also, a lump sum amount as deemed fit by LIC (within the limits of PBG) will be imposed as penalty on the vendor to make good of losses suffered by LIC in terms of business loss and for making alternate arrangements. Spares and support for the appliances should be available for a minimum period of six years from the date of installation of the appliances irrespective of whether the equipment is manufactured by the Vendor or procured from any other OEM. The entire responsibility will rest on the Vendor for servicing and proper functioning of the equipment. During this specified period if it is found that spares or support is not available, the appliances will have to be replaced by equivalent or higher model subject to evaluation if required by LIC, by the vendor at no extra cost to LIC.
- e) In the event of replacement of any part of the system, it should be done with a part of equivalent or higher configuration which should be compatible with the system.
- f) Warranty shall include software upgrades, updates, patches, hot fixes and service support without charging any additional cost to LIC. The technology providers, including OEM will be required to submit a written undertaking, explicitly stating their commitment to provide full technical, spares, operational and maintenance support to LIC during the warranty period.
- g) In case of shifting of any appliance supplied by the vendor at any location of LIC, wherever the appliance has to be shifted from one LIC location to another, the vendor is required to uninstall / reinstall and maintain the system/s at the new location, without any extra cost to LIC of India on account of reinstallation. LIC will pay transportation charges, GST or any other government taxes.
- h) Complaint(s) will be deemed to be resolved if the following record is available with the Corporation:
 - i) Customer Call Report (CCR) signed by both the service Personnel and Corporation's authorized official, confirming that the complaint is resolved.
 - ii) Date and time of resolution of the complaint shall be indicated clearly.
 - iii) Record of down time for hardware will be maintained by LIC and will be binding on the Vendor.

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