# Annexure A: Pre-Contract Integrity Pact

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**([To be submitted on a stamp paper of Rs.500/- (Rupees Five Hundred only) by the Bidder)] And each page to be signed by authorized signatory**

**General:-**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on …………. day of the month of ………………………………… 2024, between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as “LIC” or “LICI”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (Act 31 of 1956) and having its central 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/s ……………………………………………………………………………….represented by Shri ……………………………………………. (Hereinafter called the “BIDDER /SELLER/SERVICE PROVIDER” 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/Service) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

WHEREAS the BIDDER/Seller/Service Provider 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/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs/Sellers/Service Providers 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:-

**1.** **Commitments of the BUYER**

1.1 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, organization 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.

1.2 The BUYER will, during the pre-contract stage/evaluation 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.

1.3 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.

3. **Commitments of BIDDERs**

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:-

3.1 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.

3.2 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 disfavour to any person in relation to the contract of any other contract with the Government.

3.3 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.

3.4 BIDDERs shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 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.

3.6 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.

3.7 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 cartelization in the bidding process.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 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.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 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.

3.13 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.

3.14 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**

4.1 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.

4.2 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 any 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. **Independent Monitors:**

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

**Name, address, email of the Monitor(s):**

1) Shri Arun Chandra Verma, IPS (Retd.),

Flat no-C-1204, C Tower, Amrapalli, Platinum Complex, Sector-119,

NOIDA, Uttar Pradesh

Email Address: acverma1@gmail.com Contact no.: (+91) 8130386387

2) Shri Jose T. Mathew, IFS(Retd.),

House No. 37/930, Ebrahim Pillai Lane,

Via Kakkanad, Thrikkakara-682021, Dt. Ernakulam, Kerala.

Email: jtmat507@gmail.com

6.2 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.

6.3 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.

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

6.5 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.

6.6 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, LICI and recues himself / herself from that case.

6.7 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.

6.8 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.

6.9 If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LICI 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.

7. **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.

8. **Law and Place of Jurisdiction:**

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

9. **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.

10. **Validity:**

10.1 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.

10.2 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.

11. The parties hereby sign this Integrity Pact at………………….on………….

BUYER BIDDER

Executive Director (IT/DT) CEO:

Name of the Officer:

Witness

1……………………………………… 1………………………………….

2…………………………………….. 2…………………………………..

(**Note:** Bidder/Seller/Service Provider Stores/Equipment/Item/Service Bidding Process/Bid Evaluation/Process of Availing Services. Appropriate word may be used where ever applicable without altering the purpose /desired intention of the clause.)

# Annexure B: Technical Bid Covering Letter

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

Date:

To,

Executive Director (IT / Digital Transformation)

Life Insurance Corporation of India,

Central Office, IT Department,

Jeevan Seva Annexe, 3rd Floor, South Wing,

S.V. Road, Santacruz West,

Mumbai, Maharashtra – 400054.

Dear Sir,

Having examined the RFP Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Comprehensive solution for hosting CO-LOCATION DATA CENTER/s in NAVI MUMBAI/MMR region in conformity with the said Request for Proposal Documents and hereby undertake that we accept all the conditions of the contract of the Bidding Document and will supply the complete solution as per the Technical Specifications of the bidding documents.

We further undertake that we fulfill the Minimum Eligibility Criteria stated in **Annexure - C** and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience, qualification requirements and past performance and the required bid security in shape of Bank Guarantee/ Bank Draft are furnished with this bid form.

We further undertake, if our bid is accepted, forhosting of application and LIC’s existing Data Center functionalities in proposed Co-Location Data Centers in accordance with the requirements and the delivery schedule discussed and agreed.

We declare that all the services shall be performed strictly in accordance with the bid documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary and where else in our bid:

(a) Certificate of Deviations (**Annexure – H.1**)

(b) Certificate of deviations from RFP Terms and Conditions (**Annexure – H.2**)

Further we agree that additional conditions, assumptions if any, found in the bid document, other than those stated in deviation schedule, shall not be given effect to. If our bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the Life Insurance Corporation of India for a sum equivalent to **5% of the Contract Price** as performance security for the Contract.

We agree to abide by this bid for the bid validity period specified in section no. 3.27 under section 3 (Instruction to the Bidders) of the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award 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 …………… 2024

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

**Seal:**

**Date:**

**Place:**

**Business Address**:

# Annexure C: Eligibility Criteria

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

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.

| **Sl. No.** | **Eligibility Criteria** | **Compliance**  **(Yes/No)** | **Supporting Documents** |
| --- | --- | --- | --- |
| **1** | The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure - A.  Bidder shall be liable for rejection in case of non-submission of the same. |  | Hard copy of Integrity Pact (IP) as per Annexure - A with Stamp Paper for a value of Rs.500 is to be submitted. Bidder must upload scanned copy with bid and must ensure delivery of hardcopy to the Buyer within 7 days of Bid End date / Bid Opening date. |
| **2** | The bidder has to submit the Security Deposit/Earnest Money Deposit (EMD) Rs. 1,00,00,000/- (Rupees One Crore Only) for Primary site (MMR) in the form of Bank Guarantee (BG)/e-BG of any scheduled commercial Bank. It can be submitted in the form of Insurance Surety Bonds as per Annexure J.1.  Bidder shall be liable for rejection in case of non-submission of the same. |  | EMD should be valid for 3 months from the last date of bid submission with a claim period of 45 days. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date. |
| **3** | The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 3 years from the date of issuance of bid. |  | Certificate of incorporation/ certificate for commencement of business/other relevant documentary proof is to be submitted. |
| **4** | The companies or firms, bidding for the above tender, should have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was blacklisted by any of the Govt. Authority or PSUs, the same must have been removed from the blacklist as on date of submission of the tender, otherwise the bid will not be considered. |  | An undertaking to this effect must be submitted in their letterhead as per Annexure - P |
| **5** | The bidder/bidder’s Parent company to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process. |  | Letter of confirmation (self-certified letter signed by authorized official of the bidder) |
| **6** | The Bidder/ Bidder’s Group Entity/ Bidder’s Parent Company must be the sole owner/Lessee for the offered premises to LIC or in case of leased premises, the unexpired lease period must be available for at least another 12 years or minimum 7 years of unexpired lease period with renewal provision in the lease agreement at the expiry of lease. |  | Undertaking as provided in Annexure - L to the effect that the premises are owned by the service provider with other details. In case of Lease, copy of Lease Agreement is to be submitted. |
| **7** | The bidder must be in Data Centre Co-location business for a minimum period of 3 years from the date of issuance of bid. |  | Documentary evidences to be attached (Copy of purchase order/work order) |
| **8** | The Bidder to provide an undertaking on his letterhead that  the Scope of Work and Specifications are Complied and also the Technical Scope as per Annexure are covered in totality in the proposal submitted by the bidder. |  | Letter of confirmation from bidder self-certified letter. |
| **9** | The net worth of the Bidder :  i) Should not be negative as on 31.03.2024 and also  ii) Should have not eroded by more than 30% in the last three years, ending on 31.03.2024. |  | The CA Certified Document as per Annexure O must be submitted along with certified audited Balance sheet of the respective financial years which clearly give the details of the subsidiary / Data Center. |
| **10** | Bidder should have positive operating Profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in 2 out of 3 previous financial years i.e. 2021-2022, 2022-2023, 2023-2024. |  | The CA Certified Document as per Annexure O must be submitted along with certified audited Balance sheet of the respective financial years which clearly give the details of the subsidiary / Data Center.  For 2023-2024 in case the financial are not published, certificate from **Chartered Accountant** may be  submitted. |
| **11** | The Bidder must have minimum average annual turnover of Rs. 60 Crores from Data centre Co-location business / Data Centre services from India operations for last three (3) financial i.e. FY 2021-22, FY 2022-23 and FY 2023-24.  (Certificate from Chartered Accountant for FY 2023- 24 may be submitted).  This must be the individual company turnover and not that of any group of Companies.  Note: LIC Shall Follow Govt. Guidelines/Notifications for Public Procurement.  As per Policy Circular No. 1(2)(1)/2016-MA dated: 10.03.2016 issued by GOI and F.20/2/2014-PPD (Pt) dated 20.09.2016, LIC may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises and Startups subject to meeting of quality and technical specifications. |  | The CA Certified Document as per Annexure - O must be submitted along with certified audited Balance sheet of the respective Financial years which clearly gives the details of the subsidiary / Data Center.  For Startups, Registration Certificate issued by DPIIT to be submitted. |
| **12** | The proposed Data Center co-location site shall be at least Tier-III certified from uptime institute/ Rated-3 certified from TIA 942. |  | Tier-3 and above Certificate from uptime institute / Rated-3 and above Certificate from TIA 942 which clearly mentions the address of the proposed Data Centre. The certificate should be active on the date of bid submission and shall be verified at  https://uptimeinstitute.com/ and https://tiaonline.org/942-datacenters/ respectively for the proposed Data Centre. |
| **13** | The bidder must be hosting  at the proposed site  at least 3 organisations  which should be RBI regulated Commercial banks /IRDAI regulated Insurance company operating in India and should be active on the date of bid submission in the proposed colocation Data Centre.  Among the 3 organisations, the bidder must be providing colocation services for minimum 1 organisation for  100 racks or 3000  sq ft. server area as on the date of bid submission at proposed colocation site  OR  The bidder has been technically shortlisted for commercial evaluation by minimum 1 organization RBI regulated Commercial banks /IRDAI regulated Insurance company for minimum 100 racks or 3000 sq. ft. server area in the calendar year 2023 and 2024 for the proposed colocation site. |  | Copy of the credential Letter or Copy of Purchase order from organizations hosting sites at the SP’s co-location facility. |
| **14** | The facility should be purpose built for the Data Centre. |  | Self-declaration from the bidder on their letterhead. |

1. Note: Vendor must comply with the above-mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. LIC reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

1. The participating bidders are required to submit unambiguous documentary evidences, in support of their meeting the above eligibility criteria. The bidder must comply with all above mentioned criteria. Non-compliance of any criteria will entail rejection of the bid summarily.

1. LIC reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of LIC in this regard shall be final, conclusive and binding upon the bidder. LIC may accept or reject an offer without assigning any reason whatsoever.
2. In case the bidding company/firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the bid may be considered as of the demerged company, provided the demerged company does not apply in the same bid process. However, all the parameters of the bidding company shall be reckoned from the date of its inception for the purpose of this bid.
3. ‘Parent Company’ means, any company which is the ultimate Holding Company of the supplier / bidder and which is either responsible directly or indirectly for the business activities of the supplier / bidder or which is engaged by the same or similar business to the supplier / bidder.

1. Bidders need to fulfill all the eligibility / pre-qualification conditions mentioned in Eligibility Criteria of the RFP.

1. A Bid determined as not substantially responsive will be rejected by LIC and may not subsequently be made responsive by the Bidder by correction of the nonconformity. LIC may waive any informality or non-conformity or irregularity in a Bid which does not constitute a material deviation. LIC may, at any point of time ask clarifications from the Bidders for getting more clarity of the proposal received.

1. All the Certificate should be valid / inforce as on the date of publication of the RFP.
2. Tier III and above 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 C.1: Scope of Work and Specifications

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

| **Annexure C.1 : Scope of Work and Specifications** | |
| --- | --- |
| **Sl. No.** | **Requirement** |
| 1 | The proposed Data Center Colocation site shall be at least Tier-3 certified from uptime institute/ Rated-3 certified from TIA 942. |
| 2 | The facility should be purpose built for the Data Centre (Mandatory).  The proposed Co-location building should preferably be recent and operational for not more than 20 years from the date of bid submission. |
| 3 | The proposed co-location Data Centre Infrastructure will be for a period of 5 years. LIC  may extend the services thereafter for a period of 5  years on mutual consent of LIC and Service Provider with two such extensions. The cost for power will be based on the pro-rata changes in the Electricity Board rates.  Termination for Convenience: LIC, for its convenience, may terminate / cancel the contract in whole or in part with a 3-month written notice. In such situation, the Service Provider will be entitled to receive payments only for the services delivered (as per LIC’s Purchase Orders) upto the effective date of termination / cancellation. In case of partial termination / cancellation, the reservation charges will be applicable to only those number of racks which LIC decide to continue as contracted capacity, at that time. |
| 4 | LIC will initially hire rack space ,   seating space , storage , network P2P   as mentioned in the requirement schedule and may hire additional rack space and additional  seating space during the contract period depending on the requirement. There will be Network Rack and server racks, the numbers  may change based on requirements . All the network and security equipment will be installed in the network rack and servers & storage will be installed in the server racks.  There will be some racks of proprietary systems OEM like IBM, HP, etc. Dimension of these racks are larger than usual 42U Racks. Service provider need to provision the rack space keeping view of the same. The details of OEM Racks will be shared with successful Bidder as and when requirement arises during the contract period. |
| 5 | Power requirement will be 12 KVA per rack, which may go upto 16 KVA. |
| 6 | The power charges will be paid actuals based the actual consumption.  A separate power meter to be provided and power will be payable in actual usage basis. |
| 7 | 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. |
| 8 | The doors for the server room, communications room, and other critical areas should be fire rated for a minimum 2 hours. |
| 9 | The proposed  site shall be certified for standards NFPA 70 & 75 fire protection of IT equipment. |
| 10 | 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. |
| 11 | Minimum of 99.982% Uptime on a monthly basis is required for the DC Environmental Infrastructure and services. |
| 12 | The proposed co-location Data Centre  building should be designed and constructed for Earthquake resistance and should be away from hazardous chemical materials.  The proposed site should be IS 1893:1984 Seismic Compliance and the proposed Data Center site shall be certified for ISO27001. |
| 13 | The proposed co-location Data Centre should be fully redundant in terms of electrical circuits, cooling and network.  The proposed cage area should have separate path for Power and Network and avoid crossovers. |
| 14 | Backup generators should be capable of providing uninterrupted power for a minimum of 48 hours at any point of time. |
| 15 | If the bidder did not provide the additional rack space or seating space within 6 weeks from LIC request, LIC may terminate the contract and may blacklist the service provider. |
|  | **Server Room Area** |
| 16 | LIC envisages requirement of a dedicated clear space for required racks to be provisioned on the same floor in same building and additional requirement upto 25%  for future growth) of 42U  Racks (800W x 1200D) to host LIC’s IT infrastructure in the server room area.  LIC  envisages an additional 25%   rack space during the contract period. The bidder should be able to provide this additional rack space within the same facility, contiguous to the existing rack spaces. If bidder proposes to provide additional  racks in other floor / other building within the same facility, bidder should provide fiber connectivity with minimum 100 gbps speed at no additional cost. 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 .  In the LIC’s server area, Bidder to provision minimum, 2 tiles (1200mm) for the cold aisle, 2 tiles (1200mm) for the hot aisle and 2 tile (1200 mm) periphery. The layout of the proposed space is to be provided.  For the Cages required by the LIC  within the premises, the Bidder shall provide a slab-to-slab modular dedicated meshed Steel/MS cage. The largest gap in the mesh shall not be more than 20 mm. |
| 17 | LIC envisages a requirement of a dedicated clear space for racks of 42U [ (800W X 1200D) to host LIC’s DC IT infrastructure in the server room area. |
| 18 | If bidder proposes to provide additional  racks when required  in other floor / other building within the same facility, bidder should provide fiber connectivity with minimum 100 Gbps speed at no additional cost. In case vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with LIC. |
| 19 | The bidder shall provide a dedicated server cage area with Meshed Steel caging using metallic sheet for LIC in the server room/hall area. The cage area should secure the allocated space to LIC. Access to server area should be with biometric and all access logs should be made available to LIC officials. Logs should be provided in readable format to LIC on monthly basis. |
| 20 | The server room area entrance should be accessible using biometric authentication and proximity card (Two factor authentication). Server room exit can be through access card or any other electronic system. |
| 21 | The proposed Data Centre should have Air Quality in Co-location site should be of severity level G1 (mild) as per ISA-71.04. |
| 22 | The Server room should have precision air conditioning with redundancy. Cold aisle containment to be installed in the caged area for all the Rack rows. |
| 23 | The Server room / Server Hall should have precision air conditioning with redundancy. |
| 24 | Sufficient cooling failover should be built in the server halls to maintain the PUE less than 1.75. |
| 25 | Cold air should be pumped under the floor and enters through vents to ensure that the temperature is maintained as per RFP. Service provider need to monitor the temperature on hourly/daily basis and have to submit the report to LIC on monthly basis. |
| 26 | Power efficiency and cooling should be able to maintain medium and high density cabinets. |
| 27 | The bidder shall provide adequate power points in the Server cage area allocated to LIC. LIC will pay only for consumed power. All payments by LIC will be made monthly in arrears, throughout the tenure of the contract. LIC requires a dedicated power meter that can measure the exact power consumed by LIC's equipment in LIC's server caged area. This consumed power will be payable by LIC provided in the commercials throughout the tenure of the contract |
| 28 | The bidder shall provide power connectors / sockets. The bidder shall factor such cost of provisioning the power sockets as a part of site readiness, no separate commercials will be paid by LIC. |
| 29 | Single phase and three phase power from two different sources should be made available to support LIC’s equipment in the caged area. Distribution of the power sockets with their types will be made available to the successful SP; LIC will provide the same when placing the order. |
| 30 | The service provider will be responsible for extension of links from telecommunication room to server cage area irrespective of whether the communication links are taken from the service provider or not on the discovered cost during the contract period. The service provider shall extend such links from their network communication room to the server cage area provided to LIC as per agreed rate. |
| 31 | Bidder in their technical bid shall provide the proposed Server caged area layout 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. |
| 32 | There should be sufficient power backups in place for running Building Management Systems on alternative power supplies in the event of power outage. |
| 33 | If required by LIC to monitor the cages from remote location, that feed should be provided to LIC for monitoring its infrastructure remotely. |
| 34 | Bidder shall ensure protection of Physical assets against all threats and vulnerabilities that can be exploited deliberately or accidentally by internal or external entities. |
| 35 | The service provider will be responsible for LAN cabling between server room and seating area at the Co-hosting site. The service provider should provide for 3 extra redundant network points apart from the that will be provided for each seating space proposed. |
|  | **Communication Area** |
| 36 | The bidder in their communication area shall have Telecom junction box / multiplexers of all major link service providers and should be available in and around the facility building for LIC’s use. LIC would necessarily require the links from BSNL/MTNL, Bharti, TCL, Sify, Reliance, Vodafone Idea, etc. |
| 37 | The bidder 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 bidder should allow the commissioning of the same at not additional cost to LIC . The bidder shall also allow laying of cables and associated works in their premises. |
| 38 | The connectivity between MMR and caging should be of Fibre. Any Copper connectivity to the server cage shall be provided from nearest MMR room where the distance is below 100m or service provider need to provide media convertor to convert Fiber to copper without any additional cost to LIC.  The cabling between the MMR/telecom room to caging should be structured; service provider should provide the support for the same throughout the contract period.  The Service Provider should terminate CAT 6A/7 cables and single/multi-mode Fiber to LIC network rack in the caging area from MMR(Meet-me-Room) /telecom room. Cross Connect (Copper/Fibre) to provided based on requirement. |
| 39 | The link extension from the bidder communication room till the server cage area will be done by the bidder at the discovered cost. During the contract period, LIC may subscribe a leased line link/MPLS from any service providers and DC service provider have to extend the link from communication room to LIC’s network Rack within 7 days from date of requirement given by LIC at the discovered cost.  If the bidder failed to extend the link from communication room to LICs Network room within the stipulated time schedule or on extended date as may be communicated by LIC, it will be treated as breach of contract and penalty of Rs.25,000/- will be applicable for per day delay. |
|  | **BMS (Building Management Systems)** |
| 40 | 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. Bidder to have redundant BMS servers to mitigate the risk of data loss if any. |
| 41 | The bidder shall provide Access cards, Gate pass to LIC's personnel, LIC appointed vendors as and when they would visit the site. The bidder should agree that such access can be provided 24x7x365 and will not have any time restriction |
| 42 | The Bidder 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 24x7x365 days. The LIC would require monthly reports in this regard. |
| 43 | The access logs to LIC specific cage area, seating area and the server room area need to be maintained for the period of minimum 12 months. The log reports of LIC’s specific server cage area and seating area are to be provided on monthly basis. The access to the logs of other facilities concerning LIC should be available on request. |
| 44 | If required by LIC the bidder should be able to provide details of people accessing LIC's Server room by sharing the entries made in the security register, reports from access control system, CCTV video clips etc. |
| 45 | The bidder shall make sure that the required power, air conditioning, security system and other facilities provided to LIC is always available (24x7x365 days). |
| 46 | The building & 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. |
| 47 | There should be CCTV monitoring for surveillance of building entrance, exits and other critical areas where LIC’s components are placed. Bidder shall install sufficient CCTV cameras in the server cage area so that all activities from front and back side of each rack are clearly captured. |
| 48 | The service provider is expected to maintain the CCTV monitoring records for at least 3 months online. CCTV records older than 3 months pertaining to LIC’s server area to be stored by successful Bidder either in online or offline mode for one year and the same should be made available on LIC’s request through the period of the contract. |
| 49 | The Data Centre 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. |
| 50 | The bidder shall provide Fire detection & suppression system exclusively for the server room which will cover LIC 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. |
| 51 | Remote Monitoring Facilities for CCTV and other critical Infra for smooth functioning of IT equipment for LIC occupied server room. Bidder to share the live remote sharing of CCTV footage as and when required by LIC & Temperature data on monthly basis for the LIC cage area to LIC . Bidder to share the remote feed within LIC cage area and LIC shall be responsible for transferring the data further. |
| 52 | The bidder should provide feeds of CCTV cameras installed in LIC’s cage area and seating room to LIC designated site over Network. |
| 53 | The bidder should provide maintenance reports of all equipment like UPS, DG Set, Chiller, Transformers, Fire System etc. as and when required by LIC. Further, LIC may request for detailed reports from respective OEMs for audit purposes. Bidder should provide the necessary information as and when require by LIC / LIC appointed Auditors. |
| 54 | Security procedures, SOPs for operations & maintenance must be documented and should be provided to LIC as and when required by LIC. |
| 55 | Auto Email/SMS trigger on incidents like power availability, any failures etc to LIC  and also on planned /Unplanned maintenance activities |
| 56 | Review the process(MOP/SOP/EOP/BCP) on yearly basis and submit a copy to LIC |
|  | **Communication links** |
| 57 | LIC presently has links deployed from BSNL/MTNL, Bharti, TCL, Sify, Reliance, Vodafone Idea, etc. to connect its Data Centre to LIC's various locations. The bidder has to assure that the termination of these links is feasible at the proposed site. Successful bidder has to provide connectivity to all Telecom service providers mentioned in RFP. Mux to be installed in co-ordination with respective Telcos without any cost to LIC. |
| 58 | The bidder shall make sure that the multiplexers / Junction boxes of these link service providers are available at the proposed site. |
| 59 | The bidder shall allow the termination of the links subscribed by LIC from any Link Service Providers (LSP) during the contract period. If Telecom junction box / multiplexers of these link service providers are not available, then the bidder shall allow the installation of LSP MUX in the Telecom room required for commissioning of the link without any cost to LIC. The bidder shall also lay cables and associated works in their premises without any cost to LIC. |
| 60 | The bidder shall extend the connection from the Multiplexers/Junction boxes to LIC's server area at the agreed rate  for the connection between the termination locations. |
| 61 | The bidder should manage and maintain these equipment throughout the contract tenure. |
|  | **Seating Space** |
| 62 | The LIC will require separate enclosed dedicated seating space with biometric access should be provided at the Data Center in the seating area. LIC anticipates the seating space for LIC appointed personnel. The bidder shall factor for at least 30 Square feet work area per seat. In addition, bidder shall provide adequate space for the movement within the enclosed seating area. During the contract period LIC may take additional  seating space. |
| 63 | The seating area should be provided with comfortable air conditioning. The bidder shall provide Tables, rolling comfortable chairs, drawers with locking facility, telephone extensions for communication between Server cage area and the seating area, in the seating area for 3 personnel. |
| 64 | The UPS / generator backup power facility needs to be available to the proposed seating area. The bidder shall provide UPS backed up 4 power points per seat. |
| 65 | The seating area furniture to be provided by the bidder here refers to modular furniture with sufficient seating, personal storage, and workspace for each individual person. The seating area furniture should be modular furniture with drawers/pedestal, keyboard tray, for each table. Lockers that can accommodate 5 box files and some stationary, the one that comes with the worktable. This will be for every seat. |
| 66 | The bidder shall provide access control system for controlling access to the seating area which will be centrally monitored by bidder through their BMS system. The bidder shall provide the cards to LIC authorized onsite resources. This access control system should be managed & monitored by the bidder through their BMS system. |
| 67 | The bidder shall provide the redundant network connectivity (2 Network points per seat) from the seating space provided by the bidder to LIC's server caged area. For each seat the bidder shall provide redundant network points ( 2 points ). |
| 68 | All such costs should be included as the cost for “seating space”. LIC may alter the quantity of number of persons depending on LIC's requirement and the payment will be made on the pro-rata calculation. |
| 69 | The seating area should include the desk, chair, one cabinet per seat, power connections and network connections (two per seat) |
| 70 | The bidder shall accommodate LIC’s Fire vault cabinet in the storage area. Fire vault will be supplied by LIC. Approximate weight of the Fire vault cabinet will be around 400Kg. |
| 71 | The bidder shall provide the proposed seating area layout clearly indicating the total space being factored for the dedicated seating area in their technical bid submission. |
| 72 | LIC **prefers** to avail Server area, seating space and storage area in same floor with exclusive access to LIC team for allocated space. In such case, a separate and dedicated manned security personal with HHMT should be made available on 24x7 basis by the bidder at the entrance of the LIC’s Cage/ server hall. The access procedure will be defined by LIC . |
|  | **Miscellaneous** |
| 73 | The LIC requires that the proposed Co-hosting site facility provided to LIC under this RFP must be owned premises or leased premises. In case of leased premises, an unexpired lease period must be for 12 years from the RFP Response due date or 7 years of unexpired lease period with extension provision in the agreement.  The DC Build (i.e. Anti-static flooring, fire proof sealing, walls, flooring, Racks, AC, fire extinguisher, UPS etc.) and IT Infrastructure should be an owned one and not shared. The SP must provide documentation to this effect establishing its right over the Co-hosting site facility to the satisfaction of LIC. The bidder will be required to provide the relevant details in Annexure  - Undertaking on Ownership or leased status from service provider. |
| 74 | The Bidder shall provide contacts and escalation matrix to log the complaints / problems faced in the facility provided to LIC. The service provider shall provide for periodic monthly reports to LIC on the incidents/ problems reported and corrective action taken on the same. |
| 75 | The SP shall provide the sanitary accommodation to LIC's representative at the site. |
| 76 | The bidder shall provide all necessary help to LIC appointed System Integrator or Vendor while moving LIC equipment into the site, Such as entry and parking permissions to vehicle carrying the equipment for Data Center till equipment are offloaded, providing trolley to carry heavy equipment to the allocated space, use of lift services and assist in procedures documentation. The LIC should not incur any extra cost for availing these said services. |
| 77 | The bidder shall provide for staging area at the Co-hosting site for 3 - 5 weeks for initial hardware deployment. However, for further additional activities, if the staging area is required by LIC, LIC shall inform the service provider at least 7 days in advance and the service provider will be expected to provide the staging area for LIC’s use for 3 weeks until installation of the hardware. This is separate from the staging area procured by LIC. |
| 78 | The service provider is required to make provision for power meter / dedicated measuring equipment / dedicated PDU to measure power consumption by LIC. Payments will be made by LIC only on the basis of consumed power. This power meter / dedicated measuring equipment / dedicated PDU will be required to measure the power consumed by LIC. |
| 79 | In case of LIC engage LAN vendor for additional cabling requirement, the bidder must ensure all the necessary support and permissions in this regard for laying such cables beneath the false flooring /overhead tray as per design is provided to the system integrator. The system integrator chosen by LIC will do this cabling activity in consultation with the service provider. |
| 81 | The service provider shall provide adequate two wheeler and four wheeler parking facility for LIC officials/ vendors working in the colocation site. Apart from that, parking for a minimum of two cars should be made available during the visit of LIC officials / persons authorized by the LIC . |
| 82 | LIC may use outsourced / Courier services for movement of Tapes / Media. The service provider shall allow necessary access for movement of tapes / media from and to the proposed co-location site. |
| 83 | Bidder to allow affixing of Banners/Stickers (LIC logo, Rack Diagram, Do's & Don'ts etc.) of different dimensions in seating area or in server area as and when required during the contract period. |
|  | **Project Plan for Implementation** |
| 84 | The bidder should adhere to the project schedule as stipulated in the below table. Failure to do so would be liable for LD as stated in the bid, unless LIC grant an extension to the bidder in writing for completion of the activities beyond the timelines as mentioned below. It is completely at the discretion of LIC to grant such an extension. |
| 85 | Making the Server / cage area ready with racks and all cabling and available for setting up LIC's IT infrastructure in racks (Site should be ready with electrical cabling, LAN cabling and other facilities.) ii. Seating arrangement for LIC appointed onsite personnel (along with necessary furniture, electrical power, etc.)  Site completely ready for Inspection and acceptance testing. The site inspection may be conducted by LIC officials / appointed consultant / System Integrator / Application vendor etc. for this purpose  Timelines  –  6 Weeks  ,  Early Access : 1 Week,  Ready for Service(Desired): 4 Week.  The project timelines from the date of acceptance of the Purchase Order  Bidder has to confirm the acceptance of Purchase Order within 3 days  from date of placing the order or it will be deemed accepted. |
| 86 | The bidder should confirm in writing the readiness of the co-location site to LIC, as and when the site is ready for installation of LIC’s IT Infrastructure but not later than 6 weeks. The LIC along with its consultants (if required) will conduct an inspection and verify the readiness for implementation of its IT Infrastructure. Observations if any conveyed by LIC / LIC appointed consultant to be complied within the project timelines. Billing will be started from the date of sign off given by LIC. |
| 87 | Project Validity: The validity of this project is of 5  years from the date of go-live (ready for service). However, LIC may extend the services thereafter for a period of total 10 years on mutual consent of LIC and Service Provider. The final discretion will be of LIC. Cost for extension will be decided mutually based on the market rate at that time. Bidder has to provide the required documentary proof (purchase order of similar scale)  for deciding the cost for extension. The extended contract period will be reviewed on yearly basis subject to satisfactory performance of the resources. However, if in any case it is found that the services offered are not satisfactory, LIC may consider termination of the contract and forfeiture of the performance Guarantee. |
| 88 | Price Composition:  TCO is for Hosting Co-location facility for LIC’s Data Center site. The price quoted  should be inclusive of all charges as per LICs requirement mentioned in  Annexure   - Commercial Bid  The commercial bid should be submitted by successful bidders in the commercial bid format attached to this bid. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees. |
| 89 | **The Total cost should be inclusive of all other charges and inclusive of GST (CGST/SGST/IGST).** |
| 90 | If the cost for any line item is indicated as zero/nil/blank then it will be assumed by LIC that the said item is provided to LIC without any cost. |
| 91 | Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice. |
| 92 | LIC will not pay any Labour charges for transportation, installation of software, miscellaneous charges separately. All such costs, if any, should be absorbed in the TCO |
| 93 | Network Link:  Two links from different service provider each of 2 Gbps point-to-point (P2P) Fiber Channel Network link latency should be less than 3 ms at any point of time with link utilisation below 70% for  links commissioned between Vile Parle Data Center of LIC and the Proposed Site.  If the selected bidder is not telecom service provider, LIC may place the purchase order to telecom service provider selected by the bidder, if required as per the telecom policy. However, selected bidder will be fully responsible for timely commissioning of the link. The telecom service provider will be fully responsible for the SLA requirements of the RFP for uptime and availability of the Links . |
|  | **Network Links between LIC Vile Parle DC, Mumbai & Proposed Co-located DC** |
| 94 | The bidder shall provide Point-To-Point (P2P) network links as mentioned in Indicative Commercial Bid from two different service providers between proposed co-located Data Centre and LIC’s existing Data Centre at Vile Parle DC, Mumbai. Link should be upgradable as and when required by LIC. |
| 95 | Links are required on end to end on protected path. The same will be terminated either on network /security devices/ SAN router based on the requirement. |
| 96 | Each link service provider needs to provide the end-to-end link on its own fiber and fiber should not be on lease. Bidder should have proper redundancy (ring architecture to take care of failure) in their network. Bidder need to submit the detailed layout diagram of fiber with redundant path and technical document in this regards to be submitted. Bidder also needs to submit declaration letter on this regard and a copy of approval taken for laying the fiber. |
| 97 | LIC will monitor the link and will log a ticket with service provider in case of packet loss is more. Bidder need to check the link and bring the packet loss within permissible limit of 4 hours. If packet loss will be more than 0.05 % for 4 hours then link will be treated as down and case will be dealt according to SLA clause of the bid.  Bidder shall ensure link latency less than 3 ms all the time with link utilization equal to or below 70% between proposed co-located Data Centre and LIC’s existing Data Centre at Vile Parle DC, Mumbai. Link latency will be measured between router/SAN switch at both ends. Packet loss for all links should be less than 0.05%. |
| 98 | The bidder should provide time bound escalation matrix for commissioning of the said link as well as regular support and maintenance. |
| 99 | LIC will subscribe to links as and when required during the contract period. The bidder should undertake to commission the links within period of 6 weeks from the date of intimation by LIC. However, payment will be made from the date of commissioning of the link as per agreed rate mentioned in indicative commercial bid. |
| 100 | LIC may subscribe for more no. of links than mentioned in indicative commercial bid during the contract period as per the requirement. Cost of link should be as per agreed rate quoted in indicative commercial bid for respective year during the contract period. |
| 101 | LIC may review the link charges after every three years as per market rate. The LIC reserves its rights to terminate the links, after commissioning, at any time during by giving due notice of 3 months for termination. |
| 102 | If the selected bidder is not telecom service provider, LIC may place the purchase order to telecom service provider selected by the bidder, if required as per the telecom policy. However, selected bidder will be fully responsible for timely commissioning of the link and maintaining the uptime, latency & packet loss. |
| 103 | All the cabling should be done with proper clamping and with conduit & shall be neat and structured with pipe. It’s the bidder responsibility to drill a hole to take the cable inside the LIC’s premises, if required. |
| 104 | Bidder shall maintain the connectivity on 24x7x365 basis and bidder shall provide minimum 99.982% uptime of network between proposed co-location area, LIC’s DC, Vile Parle DC, Mumbai. However, bidder needs to provide an uptime of 99.5% or better on monthly basis for individual link. |
| 105 | Power:  (i) A separate power meter to be provided and power will be payable in actual usage basis.  The following is the formula for calculating the power charges in a Data Center: Metered units for the LIC setup (MU) x power tariff (PT) x PUE.  The Power Tariff (PT) will be computed from the power bill received from the electricity board for the Data Centre facility where LIC  has hosted its  Site. Power Tariff (PT) = (Total Cost of Power/ Total no. of units)  The power charges will be paid actuals based the actual consumption. |

**We have quoted in the Commercial Bid taking into consideration all the specifications provided in above and the terms & conditions of Tender Document, without any deviation. We also confirm that we have not made any alteration of wordings / quantity / figures stated in this Annexure. We understand and agree that any changes made in the format of Bid will lead to disqualification of the Offer without assigning any reasons.**

Authorized Signatories

(Name, Designation and Seal of the Company)

Dated this ……………. day of …………………. 2024.

# Annexure D: Technical Compliance

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

Bidder to submit an undertaking declaration for compliance/ noncompliance Column A) to the below mentioned technical requirement with comments (Column B) and to confirm the availability of the mentioned features (Column C) in the compliance sheet as:

**RA**: Feature is **Readily Available** for demonstration during site visit

**AD**: Feature not available for demonstration but will be made **Available on Delivery**

**NA:** Not Available

| **Co-location Site Address:** | | | | |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Technical requirement** | **Compliance (Yes/No)** | **(B)**  **SP's comments** | **(C )**  **RA/AD**  **/NA** |
| **Facility Requirements** | | | | |
| 1. | The Co-location Site should have a Floor level load bearing capacity to accommodate Server/Network racks of 1500 kgs for each rack. |  |  |  |
| 2. | Freight Lift - The Co-location Site should have a high-capacity freight lift with 2.5 ton capacity for ease of movement of Servers and High-density Hardware devices. |  |  |  |
| 3. | The server room area should have a raised floor height of minimum 850 mm for ensuring free flow of air conditioned air and for accommodating any High- density rack cooling. |  |  |  |
| 4. | The server hall height from raised floor to false ceiling / slab should be at least 10.5 ft. |  |  |  |
| 5. | Either raised flooring and/or overhead cabling and power systems must have sufficient space for proper airflow, after equipment and wiring is installed. |  |  |  |
| 6. | SP must maintain a management  information system/BMS used for monitoring the environmental — power, air-conditioning, humidity controls — of the building. |  |  |  |
| 7. | The building & Server room area should have a microprocessor-based system to detect water leakage within a short period of time Water Leak detection system. |  |  |  |
| 8. | In addition, Service Provider should have maintenance staff that respond to system alarms on a 24/7 basis, according to thresholds and action plans specified by the LIC. |  |  |  |
| 9. | The Co-location Site should have electronic rodent control systems with operability on varied frequency ranges. |  |  |  |
| 10. | The Service Provider must maintain emergency response plans and procedures, including fire and building emergencies. The Respondent must inform the LIC of any facility or procedural changes five days or more prior to such changes taking effect |  |  |  |
| 11. | Diesel Tanks (for generators) - The Co-location Site should have high-capacity diesel tanks for ensuring 48-hour power backup with contracts for fuel supply on demand. |  |  |  |
| 12. | Bidder to maintain the PUE for co-location site area less than 1.75 |  |  |  |
| 13. | The server hall should have an advanced fire detection & suppression system through systems like VESDA / FM200/ Novec1230/ Inergen. |  |  |  |
| 14. | Smoke detection and Gas based fire suppression for Server Hall, UPS room, battery room & critical areas of building to be available. |  |  |  |
| 15. | The doors and walls for the server room, communications room, and other critical areas should be fire rated for a minimum 2 hours. |  |  |  |
| 16. | Should provide 100% availability of network connectivity from the carrier demarcation to the customer cage |  |  |  |
| 17. | The Staging area facility should be made available to the LIC at no additional cost, as and when required for unpacking, PDI, installation, maintenance, troubleshooting etc. of the equipment’s. The staging area should be preferably close to the hired / hosted space and have all facilities like, redundant power, LAN connectivity, telecom etc. |  |  |  |
| 18. | There should be 100% availability on data center power |  |  |  |
| **HVAC Requirements** | | | | |
| 19. | The Service Provider should ensure that HVAC controls are in place to provide appropriate airflow, temperature, and humidity and such HVAC controls will be designed according to N+1 redundancy specification. |  |  |  |
| 20. | The design for cooling infrastructure at the Co- location Site should be in line with ASHRAE standard guidelines to support high density cooling needs. |  |  |  |
| 21. | Redundant CRAC units to facilitate High density cooling needs. |  |  |  |
| 22. | The temperature in the server hall should be maintained at 22 +/- 2 deg Celsius. Temperature as measured at approximately 48 inches above the raised floor surface on the front intake of each supported equipment cabinet. |  |  |  |
| 23. | The humidity at the Co-location Site should be maintained at 55 % +/- 5% RH. |  |  |  |
| 24. | HVAC must function when commercial power is unavailable. |  |  |  |
| 25. | Computer room must be sealed and slightly pressurized to prevent dust contamination |  |  |  |
| 26. | Air flow and positioning of equipment must be capable of handling our requirements. Cold aisle containment to be installed in the caged area for all the Rack rows. |  |  |  |
| **Building and Grounds** | | | | |
| 27. | The   Data   Centre facility  building should be designed  and constructed for earthquake resistance and should be away from hazardous chemical materials, LPG storage areas, chemical warehouses and other storage facilities meant for dangerous commodities. |  |  |  |
| 28. | The Data Centre facility building should be designed to resist the hazards from floods, hurricane, tornado, and lightning strike probabilities. |  |  |  |
| 29. | The co-located site and the entire infrastructure therein is covered under comprehensive insurance including risk related to earthquake, floods, fire, lightening etc. Please indicate the risks covered under the policy. |  |  |  |
| 30. | Proposed caged area should have clear space to  host 100 Racks (excluding cage) for LIC’s IT infrastructure. |  |  |  |
| 31. | Dedicated Seating/office space for 03 personnel per shift |  |  |  |
| 32. | The seating space to be dedicated and to be secured with access card and biometric access. The area should be provided with comfort air conditioning. |  |  |  |
| 33. | Adequate locker facility should be provided in the seating area. The furniture should be modular furniture with drawers/pedestal, keyboard tray, for each table. |  |  |  |
| 34. | Access by LIC personnel and designated vendors at any time, 24 hours a day and seven days a week, must be allowed. This access will also be needed during inclement weather and other disasters. |  |  |  |
| 35. | The service provider shall provide adequate two wheeler and four wheeler parking facilities for LIC officials/vendors working in the co-location site. Apart from that, parking for a minimum of one car should be made available during the visit of LIC officials / persons authorized by the LIC |  |  |  |
| 36. | Building access for the loading and unloading of equipment via loading dock. |  |  |  |
| 37. | The proposed Co-location building should be recent and operational for not more than 20 years on the date of bid submission. |  |  |  |
| **Monitoring, Recording and Security Access** | | | | |
| 38. | Security procedures,   SOPs   for  operations & maintenance must be documented and should be provided to LIC as and when required by LIC. |  |  |  |
| 39. | Gate passes/Access cards to enter SP's premises for persons authorized by LIC - free of any cost. |  |  |  |
| 40. | Dual Authentication including Biometric & Access Card for accessing LIC Server area should be  provided by the successful bidder. |  |  |  |
| 41. | Dual Authentication including Biometric & Access Card for accessing LIC Server area should be  provided by the successful bidder. |  |  |  |
| 42. | Security for the building to be available 24x7x365 days at the entry / exit levels. |  |  |  |
| 43. | Seating space for 03 personnel should be secured  with Access card / biometric access. |  |  |  |
| 44. | The SP shall monitor and record all aspects of the Data Centre facility 24/7. The recorded data shall be made available for 30 days. |  |  |  |
| 45. | The service provider shall maintain the access logs for at least 12 months, post which the service provider shall archive such records (in form of a CD, tape, etc.) and make the same available on LIC’s request through the period of the contract. |  |  |  |
| 46. | 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. |  |  |  |
| 47. | 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\*7 basis or as the LIC decides. |  |  |  |
| 48. | Upon request of the LIC recorded camera data of LIC-controlled areas shall be made available to authorized LIC personnel. |  |  |  |
| 49. | There should be CCTV monitoring for surveillance of building entrances, exits and other critical areas where LIC’s components are placed. The service provider is expected to maintain the CCTV monitoring records for at least 3 months online, post which the service provider is expected to archive such records for CCTV cameras installed within LIC’s server area for a period of 1 year and the same should be made available on LIC’s request through the period of the contract. |  |  |  |
| 50. | CCTV should be installed in the server rack area in a manner that the whole server area is covered under CCTV with clear visibility and identification of objects/individuals. Minimum one CCTV should be installed at a distance of 10 metres in the server rack area. All the entry points of the server area should be covered under CCTV surveillance. |  |  |  |
| **Power Requirements** | | | | |
| 51. | The facility must have sufficient electrical capacity to accommodate LIC’s current     potential infrastructure. |  |  |  |
| 52. | There should be two feeds from two different electric utilities/substations/Grids and shall be configured as required to support LIC’s IT infrastructure requirements. The Respondent shall provide redundant power distribution throughout the facility and each component within the system must be N+1 redundant. |  |  |  |
| 53. | Service Provider must properly ground the hardware and racks to the existing Data Centre infrastructure. |  |  |  |
| 54. | On-site generator, able to handle the load for a period of at least 48 hours at full load, plus fuel contracts with multiple redundant providers with SLAs. |  |  |  |
| 55. | The Service Provider shall provide the Data Centre facility with conditioned power delivered via redundant UPS systems. Power quality monitoring will be done by SP to protect LIC's equipment and prevent data loss by eliminating surges and other irregularities in power. |  |  |  |
| 56. | All power cabling must be in segregated cable trays and separate paths from the data cable trays. |  |  |  |
| 57. | Two separate power paths from the UPS to be provided to each of the racks in the server / network communication room. |  |  |  |
| 58. | PDUs must have redundant, diverse feeds from separate UPS modules. The circuitry for electrical feeds should have no single point of failure from the grid to the cabinet. Power distribution systems shall be designed to meet electrical power draw necessary for LIC’s environment. |  |  |  |
| 59. | UPS and PDU’s should be configured in redundant mode as per the minimum Tier-3/ Rated-3 standard. |  |  |  |
| 60. | The service provider to provide STS (Static Transfer Switch) for the racks in which single power source equipment are installed. |  |  |  |
| 61. | 32 amps and 64 amps Industrial power sockets will be made available by SP at no extra cost to LIC. |  |  |  |
| 62. | Availability of single phase / three phase power to all racks. (LIC will inform no. of racks where three phase power is required to successful bidder). |  |  |  |
| 63. | The service provider must make provision to measure power consumption by the LIC monthly  or at any point of time as and when required. |  |  |  |
| 64. | The   infrastructure should be  minimum  Tier- 3/Rated-3 certified as specified by The Uptime Institute / TIA 942 for Data Centre. |  |  |  |
| 65. | 99.982% or higher uptime is required for the Data Centre Environmental Infrastructure on each quarter. |  |  |  |
| 66. | Comprehensive Power Audit in the last two years / Record of past incidents if any. |  |  |  |
| 67. | DGs should have fresh ventilation system |  |  |  |
| 68. | Each DGs should have separate exhaust fan power supply |  |  |  |
| 69. | To Ensure N+1 redundancy of the DG to cater the Facility Load |  |  |  |
| 70. | UPS Battery should have N+N redundancy |  |  |  |
| **Network Requirements** | | | | |
| 71. | Telecom junction box, multiplexers of various  service providers to be available in and around the building. |  |  |  |
| 72. | If the Telecom junction box, multiplexers of the service provider from whom LIC would be getting the links is not available then the DC service provider should allow the commissioning of the same. |  |  |  |
| 73. | The service provider will be responsible for LAN cabling between server rooms and the seating area at the Data Centre. |  |  |  |
| 74. | The cabling between the MMR/telecom room to caging should be structured; service provider should provide the support for the same throughout the contract period. |  |  |  |
| 75. | The SP should terminate CAT 6A/7 cables and single/multi-mode Fibre to LIC network rack in the caging area from MMR /telecom room. |  |  |  |
| 76. | The service provider should provide for 03 extra redundant network points apart from the 03 that will be provided for the seating space asked for. |  |  |  |
| 77. | Cabling should preferably be done through duct in the floor or above false roof but should be kept at a distance which does not cause Electromagnetic Induction with the power cabling or cables that would be laid in overhead trays. |  |  |  |
| **P2P Channel Link between LIC DC Vile Parle and proposed site** | | | | |
| 78. | The Bidder shall provide dedicated  Point-to-Point (P2P) links as mentioned in Indicative Commercial Bid from two different service providers between the proposed co-located site and LIC’s existing DC at Vile Parle.  Handoff: Single/ Mode Fiber with LC connector Latency for all links should be less than 3 ms all the time with link utilization below 70%. Link latency will be measured between router/L3 switch at both ends. Packet loss must be less than 0.05%. |  |  |  |

**Legends:**

RA – Readily Available – 10 marks,

AD – Available on Delivery – 8 marks,

NA– Not Available –0 marks

Please mention ‘RA/AD/NA’ in the last column as per the availability of the features. Total marks obtained will be proportionately converted to the maximum score of 20 marks for technical evaluation.

**Example:** If one bidder gets 700 marks out of total 780 marks, the final score will be obtained by multiplying it with 0.026 (20/780) i.e. 700 \* 0.026 = 18.2 marks out of 20 in technical evaluation scoring.

Authorized Signatories

(Name, Designation and Seal of the Company)

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_ \_\_\_\_\_\_\_\_\_ 2024

# Annexure D.1: Technical Bid Evaluation

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Particulars** | **Max. Marks** | **Supporting Documents Required** |
| 1 | Compliance to the technical requirements  (Annexure-D) | 20 | Annexure D |
| 2 | Proposed Data Center site at own premises or Leased premises (Own – 10 & Leased – 7) | 10 | Refer Annexure C, Sl. No. 6 |
| 3 | Proposed co-location building is operational since how many years from the date of bid submission (Less than 5 years-10 Marks,  5-10 Years-7 Marks,  11-20 Years-0 Marks) | 10 | Refer Annexure C, Sl. No. 7 |
| 4 | Experience in Data Centre co-location business (less than 3 years – 7  marks &  greater than or equal to 3 years – 10 marks) | 10 | Refer Annexure C, Sl. No. 3 |
| 5 | Proposed Data Center site is Tier 3/rated 3 or Tier 4/rated 4 (Tier 3/rated 3 - 7  Marks and Tier 4/rated 4 – 10 Marks) | 10 | Refer Annexure C, Sl. No. 12 |
| 6 | Site Visit , Interaction with the Service Provider,  The committee will visit and interact with Service Provider and study the proposed data center site etc. to understand the capabilities of the Bidder in accordance with the scope of this bid.  Marks will be offered based on the facilities available, Compliance to the requirement specified in the bid and the feedback received from the client/site. Bidder has to obtain necessary permissions and representatives from LIC will visit the site for assessment. | 20 |  |
| 7 | Making the Server / cage area ready with racks and all cabling and available for setting up LIC’s IT infrastructure in racks. Site completely ready for Inspection and acceptance testing.  Early Access ( 1 Week Mandatory)  Ready for Service 4 Weeks  : 10  Ready for Service 6 Weeks :   5 | 10 | Undertaking from Bidder. |
| 8 | No of Racks among the submitted References  Primary Site :  BFSI Client Reference with 200 or more  Racks Purchase Order  -  10 Marks  BFSI Client Reference with > 100  Rack Purchase Order - 7  Marks | 10 | Refer Annexure C, Sl. No. 13 |

**Note:**

1. Bidder eligible for technical evaluation will be assessed as per the above criterion and should score a minimum of 80% to be eligible to be considered for commercial evaluation.
2. Once the evaluation of technical proposals is completed, the bidders who scored more than the prescribed cut-off score will only be short-listed for further evaluation process.
3. In case there is only one bidder having a total score for technical evaluation of 80% or more, LIC may, at its discretion, also consider the next highest technical score with a minimum score of 70%. In case none of the participating bidders qualify on technical criteria and reach or exceed the total score for technical evaluation of 70%, then LIC, at its sole discretion, may qualify three bidders based on the top 3 technical scores with a minimum score of 60%.
4. LIC decision in this regard shall be final & binding and no further discussion/ interface will be held with the bidders whose bids are technically disqualified/ rejected.
5. On completion of evaluation of commercial bids, LIC will determine the L1 bidder and contract will be awarded to lowest bidder after reverse auction process.

# Annexure E: Bidder Details

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **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)** | | |  | | |
| 2023-2024 | | |  | | |
| 2022-2023 | | |  | | |
| 2021-2022 | | |  | | |
| **9** | **Profit of the Company after Tax** | | | | | |
| **Financial Year : (in Crores)** | | |  | | |
| 2023-2024 | | |  | | |
| 2022-2023 | | |  | | |
| 2021-2022 | | |  | | |
| **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)** |
| **2023-2024** | 1 |  | |  |  |
| 2 |  | |  |  |
| **2022-2023** | 1 |  | |  |  |
| 2 |  | |  |  |
| **2021-2022** | 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. | | |  | | |
| **12** | **Bank Details** | | | | | |
| Name of Bank | | |  | | |
| Branch | | |  | | |
| MICR Code | | |  | | |
| Type of A/C | | |  | | |
| Account No. | | |  | | |
| IFSC Code | | |  | | |
| **Bidder`s Official Web Site (URL)** | | |  | | |
| **13** | **ISO Certifications** | | | | | |
|  | | |  | | |
|  | | |  | | |
|  | | |  | | |
| **14** | **Any other relevant information not covered in the above points :** | | |  | | |
| **15** | **Actual Rack Capacity of Data Center** | | |  | | |
| **16** | **Available Rack Capacity** | | |  | | |
| **17** | **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

[To be submitted on a stamp paper of Rs.500/- (Rupees Five Hundred only)]

This Non-Disclosure Agreement (“NDA”) is made and entered into this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_ in the year Two Thousand and Twenty Four (2024) 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” a statutory corporation established under section 3 of Life Insurance Corporation Act, 1956 (Act 31 of 1956) and <company name> a company incorporated under the laws of Indian Companies Act 1956 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. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party. It may be noted that all the information shared as a part of the Project 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 Project Engagement.

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

* 1. distribute or disclose to any other person any of the Confidential Information;
  2. permit any other person to have access to the Confidential Information;
  3. Use the Confidential Information for any purpose other than the Permitted Use; or disclose to any other person.
  4. 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 in no case its employees or representative uses any USB or connectivity device in the hardware systems of LIC without permission from LIC.

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:

* 1. Information that either is legally in either party’s possession or publicly available to either party prior to the disclosure of such information hereunder;
  2. Information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party;
  3. 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;
  4. 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 RFP by LIC.

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

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

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

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

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

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

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

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

The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of LIC 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 one year, 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: INDICATIVE COMMERCIAL BID

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

## A1: Recurring charges for co-location facility

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **A1: Recurring Charges for Co-Location Facility** | | | | | | | |
| **Sl. No.** | **Items** | **Qty. (a)** | **Unit Rate Rs. (b)** | **Cost  per annum excluding Taxes (Rs.) c=(a\*b)** | **GST (Rs.)  (d)** | **Cost for one year  including taxes e=c+d** | **Total Cost for 5 years including taxes (Rs.) f=e\*5** |
| 1 | DC co-location charges for Racks [POWERED ON] (Minimum 25 sqft. Per rack) | 70 | X | X | X | X | X |
| 2 | DC co-location charges for Racks [POWERED OFF] (Minimum 25 sqft. Per rack) | 30 | X | X | X | X | x |
| 3 | Seating space at  co-located site (minimum 30 sq ft  per seat) | 3 | X | X | X | X | x |
| 4 | Storage space  (50 sq. ft.) | 1 | X | X | X | X | x |
| 5 | Remote Hands and Eye Support per man Hour (in hours) | 5 hours p.a. | X | X | X | X | x |

## A2: Recurring Charges (Power) for Co-Location Facility

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **A2: Recurring Charges (Power) for Co-Location Facility** | | | | | | | | |
| **Sl. No.** | **Item** | **Metered Units/QTY**  **(a)** | **Current electricity rate (Power Tariff)\***  **(b)** | **Multiplication factor against the PUE for power charges.**  **(c)** | **Total Cost per annum excluding taxes**  **(d = a\*b\*c)** | **GST (Rs.)  (e)** | **Cost for one year  including taxes (f)= d+e** | **Total Amount**  **For 5 years**  **(g)= f \* 5** |
| 1 | Annual Power charges for co-location\* | 2637 MWH  (2637000 KWH) |  |  |  |  |  |  |
| Total | | | |  |  |  |  |  |

\*Annual Power Charges for 2637 MWH mentioned above is indicative for the TCO calculation purpose only. However, the same will be paid on actual consumption basis as per the rate quoted above. Actual consumption will vary based on the hardware deployed by LIC. Power charges quoted should be in line with prevailing market rates.

**The following is the formula for calculating the power charges:**

Metered units in KWH for LIC setup (MU)/1000 x quoted power tariff per MWH

## B: Recurring Charges for Network Link

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **B: Recurring charges for Network Link** | | | | | | | |
| **Sr. No.** | **Items** | **Qty**  **(a)** | **Unit Rate (Rs.)**  **(b)** | **Total Cost per annum excluding taxes (Rs.)**  **(c=a\*b)** | **Total GST (Rs)**  **(d)** | **Cost for 1 year including taxes (Rs.)**  **e=c+d** | **Cost for 5 years including taxes (Rs.) f=e\*5** |
| 1 | Charges for 2 Gbps point-to-point (P2P) link between LIC’s Data Centre at Vile Parle, Mumbai and proposed Co-location Data Centre from two different service providers. | 1 from SP1 | X | X | X | X | X |
| 1 from SP2 | X | X | X | X | X |
|  | **Total cost** |  |  |  |  | **XX** | **XXX** |

Note:

* 1. LIC will subscribe to links mentioned above as and when required during the contract period. The bidder should undertake to commission the links within period of 6 weeks from the date of intimation by LIC. However, payment will be made from the date of commissioning of the link.
  2. Quantity of links is indicative only for arriving TCO. LIC may subscribe for more number/capacity of links than mentioned in table above during the contract period as per the requirement. Cost of link should be as per agreed rate mentioned in TCO during the contract period.

## C: One-Time Cost

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **C: One-Time Cost** | | | | | | |
| **Sr. No.** | **Description** | **Qty**  **(a)** | **Base Unit cost (Rs.) (b)** | **Total Cost per annum excluding taxes (Rs.)**  **(c=a\*b)** | **Total GST**  **(Rs)**  **(d)** | **Total cost including taxes (Rs.)**  **e=c+d** |
| 1 | One-time cost for provisioning of rack space with required power supply, cooling, dedicated power meters, etc. [POWERED ON] | 70 | x | x | x | xx |
| 2 | One-time cost for provisioning of rack space with required power supply, cooling etc. [POWERED OFF] | 30 | x | x | x | xx |
| 3 | One-time cost for Meshed Steel caging of 100 Racks | 1 | x | x | x | xx |
| 4 | Extension of link from Communication room to LIC Network rack – Copper link\* | 2 | x | x | x | xx |
| 5 | Extension of link from Communication room to LIC Network rack – Fiber (Single/Multimode)\* | 8 | x | x | x | xx |
|  | **Total one-time cost** |  |  |  |  | **xxx** |

**\*** Payment will be based on actual extension of link commissioned.

## D: Rate freezing for optional items the contract period (5 years)

| **D: Rate freezing for optional items the contract period (5 years)** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Sr. No.** | **Items** | **Qty**  **(a)** | **Base Unit cost (Rs.) (b)** | **Total Cost per annum excluding taxes (Rs.)**  **(c=a\*b)** | **Total GST**  **(Rs)**  **(d)** | **Total cost including taxes (Rs.)**  **e=c+d** |
| **1** | 12 Port LIU along with all accessories LC-LC | 10 | X | X | X | X |
| **2** | 24 Port LIU along with all accessories LC-LC | 10 | X | X | X | X |
| **3** | UTP 6A and above patch cord – 2 mtr. | 50 | X | X | X | X |
| **4** | UTP 6A and above patch cord – 3 mtr. | 50 | X | X | X | X |
| **5** | UTP 6A and above patch cord – 5 mtr. | 25 | X | X | X | X |
| **6** | UTP 6A and above patch cord – 10 mtr. | 25 | X | X | X | X |
| **7** | UTP 6A and above patch cord – 15 mtr. | 25 | X | X | X | X |
| **8** | Fiber patch cord (LC-LC Multi/Single Mode OM4) - 3” Feet | 25 | X | X | X | X |
| **9** | Fiber patch cord (LC-LC Multi/Single Mode OM4) – 7” Feet | 25 | X | X | X | X |
| **10** | Fiber patch cord (LC-LC Multi/Single Mode OM4) - 10” Feet | 25 | X | X | X | X |
| **11** | Fiber patch cord (LC-LC Multi/Single Mode OM4) – 15” Feet | 10 | X | X | X | X |
| **12** | Fiber patch cord (LC-LC Multi/Single Mode OM4) - 30” Feet | 10 | X | X | X | X |
| **13** | Fiber patch cord (LC-LC Multi/Single Mode OM4) - 45” Feet | 10 | X | X | X | X |
| **14** | 42U Standard Server Rack of 600X1200mm with required standard Rpdu with 20 x C-13 and 4 x C19 for each Rack with lock | 10 | X | X | X | X |
| **15** | 42U Standard Server Rack of 800X1200mm with required standard Rpdu with 20 x C-13 and 4 x C19 for each Rack with lock | 10 | X | X | X | X |
| **16** | Cost of additional Meshed Steel caging for 25 proposed racks (optional) | 1 | X | X | X | X |
| **17** | Cost of STS (Static Transfer Switch) for the racks in which single power source equipment are installed | **5** | X | X | X | X |
| **18** | Cost for laying of Fibre Patch Cords with dressing, labelling, termination and testing | 50 metres | X | X | X | X |
| **19** | Cost for laying of Copper Patch Cords with dressing, labelling, termination and testing | 50 metres | X | X | X | X |
|  | **Total Cost for optional Items** |  |  |  |  | **XXX** |

Note for optional items (point no. D):

* + 1. Quantity mentioned above is only for TCO calculation purpose, actual requirement may vary and payment will be made on pro-rata basis as per charges quoted against the line-item.
    2. LIC will place purchase order on the basis of actual requirement during the contract period as and when required.
    3. These charges will be valid during entire contract period. LIC will not pay any recurring charges against these items.

## E: Total Cost to Ownership (TCO)

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Description** | **Total Five year cost including taxes (Rs.)** |
| 1 | Recurring charges for Co-location Facility– **A 1, A2** | XXX |
| 2 | Recurring charges for Network Link- **B** | XXX |
| 3 | One Time cost –**C** | XXX |
| 4 | Cost for optional Items- **D** | XXX |
|  | Total TCO – **E** (A+B+C+D) | **XXXX** |

TCO in words:

1. **Note:**
   * 1. All the costs mentioned above in TCO must be quoted in Indian Rupees and in WORDS AND FIGURES inclusive of taxes and it is valid during the contract period. In case of any discrepancy, TCO quoted in words will be considered.
     2. Prices quoted by the bidder are inclusive of all applicable Taxes i.e. GST (CGST/SGST/IGST).
     3. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice.
     4. The prices quoted should also include charges towards freight, forwarding, delivery, installation, transportation, configuration/reconfiguration, integration and go-live.
     5. LIC will not pay any additional charges other than those mentioned above whatsoever the case may be.
     6. For recurring charges payment will be processed quarterly in arrears on submission of invoice.
     7. For one-time implementation charges payment will be released on submission of invoice and sign off report from the concerned LIC official confirming the successful execution of the task.
     8. The Vendor should mandatorily provide pricing for each of the line item specified herein above. Leaving any of the items will be deemed as incomplete Commercial Bid.
     9. If the cost for any line item is indicated as zero, then it will be assumed by LIC that the said item is provided to LIC without any cost.
     10. The Co-location Charges need to include all services and other requirement such as power, cooling, BMS etc.
     11. All Quoted Commercial Values should comprise of values only up to 2 decimal places. LIC for evaluation purpose will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
     12. Payment for co-location charges of Powered ON & Powered OFF racks will be made on pro rata basis as per rate from the date of Racks Powered ON.
     13. LIC will deduct applicable TDS, if any, as per the law of the land.
     14. All the prices quoted by the selected bidder in response to this bid shall be valid during the extended contract period also. However, cost for extension of network link facility and Power charges from 6th year onwards will be decided on the basis of on-going market rates at the time of renewal.
     15. In case the power charge reduces in the market due to any reason like reduction of tariff by electricity board etc., then bidder has to pass on the benefit to LIC.
     16. **Bidders while participating in RFP should submit price element(s) in financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the technical bid, else the offer shall be rejected as non-responsive.**
2. **Power Consumption charges on Actual consumption Basis:**
3. Power charges should be same during the initial contract period of 1 year. For 2nd year onwards, power charges will be finalized on annual basis, based on the prevailing Electricity Board rates at that time there will again be proportionate reduction to power tariff as initially provided by the bidder (if any).
4. The following is the formula for calculating the power charges in a Data Center:

**Metered units for the LIC setup (MU) x power tariff (PT) x PUE.**

1. The Power Tariff (PT) will be computed from the power bill received from the electricity board for the Data Centre facility where LIC has hosted its site.

**Power Tariff (PT) = (Total Cost of Power/ Total no. of units)**

1. A separate power meter to be provided and power will be payable in actual usage basis.
2. For recurring charges, payment will be processed monthly in arrears on submission of invoice and sign off report from the concerned LIC official.
3. The power charges will be paid actuals based the actual consumption. The meter reading to be taken in presence of LIC official and reading noted should be duly acknowledged by LIC official.
4. For one time implementation charges payment will be released on submission of invoice and sign off report from the concerned LIC official confirming the successful execution of the task.
5. The Vendor should mandatorily provide pricing for each of the line item specified herein above. Leaving any of the items will be deemed as incomplete Commercial Bid.
6. If the cost for any line item is indicated as zero, then it will be assumed by LIC that the said item is provided to LIC without any cost.
7. The Co-hosting Charges need to include all services and other requirement such as power, cooling, BMS etc.
8. All Quoted Commercial Values should comprise of values only upto 2 decimal places. LIC for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
9. LIC will deduct applicable TDS, if any, as per the law of the land.

We understand that the above-mentioned figure is for price-comparison purpose only and LIC will pay on actuals, considering the unit prices indicated by us. We have not altered any of the values / formats / wordings specified in the Tender Document.

**Authorized Signatory:**

**Place:**

**Name and Designation:**

**e-mail ID:**

**Date:**

**Business Address:**

<This space is left intentionally blank>

# Annexure H: Compliance Statement

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

**DECLARATION**

Date:

To,

Executive Director (IT / Digital Transformation)

Life Insurance Corporation of India,

Central Office, IT Department,

Jeevan Seva Annexe, 3rd Floor, South Wing,

S.V. Road, Santacruz West,

Mumbai, Maharashtra – 400054.

Dear Sir,

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 H.1: Certificate of Deviation

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

Date:

To,

Executive Director (IT / Digital Transformation)

Life Insurance Corporation of India,

Central Office, IT Department,

Jeevan Seva Annexe, 3rd Floor, South Wing,

S.V. Road, Santacruz West,

Mumbai, Maharashtra – 400054.

Sir/ Madam,

Following are the technical deviations, variations and assumptions from the requirements for the LIC project under Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 09/08/2024

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: Bidder:

Signature: Signature:

Name and Address: Name and Address:

Date: Date:

## Annexure H.2: Certificate of Deviations from RFP Terms and Conditions

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

Date:

To,

Executive Director (IT / Digital Transformation)

Life Insurance Corporation of India,

Central Office, IT Department,

Jeevan Seva Annexe, 3rd Floor, South Wing,

S.V. Road, Santacruz West,

Mumbai, Maharashtra – 400054.

Sir/ Madam,

Following are the deviations from the Terms and Conditions in the Request for Proposals of Life Insurance corporation of India, Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 09/08/2024, Co-Location: NAVI MUMBAI/MMR.

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 I: Format for Performance Bank Guarantee

[To be submitted on a stamp paper of Rs.500/- (Rupees Five Hundred only) by the Bidder)]

To,

Executive Director (IT / Digital Transformation)

Life Insurance Corporation of India,

Central Office, IT Department,

Jeevan Seva Annexe, 3rd Floor, South Wing,

S.V. Road, Santacruz West,

Mumbai, Maharashtra – 400054.

(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 5% 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 unconditional and irrevocable Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of bank, 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:

<This space is left intentionally blank>

# Annexure J: Bank Guarantee Format for EMD Submission

(To be submitted on a stamp paper of Rs.500/- (Rupees five hundred only).

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, up to 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 three 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 \_\_\_\_\_\_\_\_\_\_ 2024.

Sealed & Signed by the Bank.

# Annexure K: Contract Agreement /SLA -Terms & Conditions

**1. Levels and Definitions:**

This Section describes the service levels that have been established for the Services offered by the bidder to the LIC. The bidder 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. “Data Centre / DC” means the facility propose by the Service provider to co-host LIC’s equipment required to form the LIC’s co-located Data Centre.
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 bidder help desk of the failure or the failure is known to the bidder from the availability measurement tools to the time when the System is returned to proper operation.
4. Critical and Key infrastructure of Data Centre will be supported on 24x7 basis.
5. Outage shall commence when each or either fails.
6. If any one or more of the components defined in “Critical” at the Data Centre Facility are down resulting in non-availability of LIC 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.

|  |  |  |  |
| --- | --- | --- | --- |
| **Table K1** | | | |
| **LEVEL** | **Type of Infrastructure** | **Function / Technology** | **Typical Resolution time** |
| ***I. Critical*** | **Environmental Infrastructure** | 1. Access controls 2. Power supply from UPS 3. Precision Air conditioning 4. Fire Detection System 5. Water detection systems 6. Humidity Controllers 7. Gen-sets 8. Building Management Systems 9. LAN cabling | Within 5 minutes |
| ***II. Key*** | **Environmental Infrastructure** | All other environmental infrastructure being a part of SP solution and not considered as critical. | Within 15 minutes |

**2. 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 by the bidder at the end of every month containing the summary of all incidents reported and associated bidder 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.

|  |  |  |  |
| --- | --- | --- | --- |
| **Table K2** | | | |
| **Level** | **Type of Infrastructure** | **Measurement** | **Expected Service Level** |
| I.  Critical | Environmental Infrastructure | Availability of Critical Environmental Infrastructure Elements. | 99. 982% |
| II.  Key | Environmental Infrastructure | Availability of Key Environmental Infrastructure Elements | 99.5% |

**3. Performance Measurements:**

1. 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. The bidder representative will assist LIC in performing Performance Measurements.

|  |  |  |
| --- | --- | --- |
| **Table K3** | | |
| **Type of Infrastructure** | **Measurement** | **Expected Service Level** |
| Maintenance time for servicing  (excluding all links) | Each planned maintenance time for servicing (up gradation, 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. No Down-Time will be given for any maintenance activity. | **99.982%** |

1. All individual elements under respective level and type will be aggregated to arrive at the service level. Penalty Charges Inability of the solution (entire Infrastructure provided by the bidder 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.

|  |  |
| --- | --- |
| **Table K4** | |
| **Monthly uptime** | **Penalty** |
| **Greater than or equal to 99.982%** | No Penalty |
| **99 % to less than 99.982%** | 15 days equivalent of Charges for the year’s total cohosting amount. |
| **98 % to less than 99%** | 30 days equivalent of Charges for the year’s total cohosting amount. |
| **Less than 98%** | Penalty at the rate of 2% of annual rental charges for every 0.1% lower than the stipulated uptime. Penalty will be cumulative for uptime less than 98%. |

1. LIC will not pay charges of the affected facility for the period of total downtime of the facility.
2. 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 or yearly pay out and thereafter, the contract may be cancelled.
3. Total Data Centre co-location charges shall be as per the definition provided in Annexure ‘G’ as Indicative Commercial Bid.
4. Penalties will also 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 10% of the contract value.

**4. Penalty Calculation:**

**Example 1:**

If the Data Centre Co-location Charge is 1,20,00,000 and the bidder achieves an Availability of 99.6% in the month of May (31 days).

Penalty to be levied for 15 days equivalent of Charges for that year’s total Data

Centre Co-location amount, on a pro rata basis

Per Day Charge 1,20,00,000 / 365 = 32,878

Penalty 15 \* 32,878 = 4,93,170

**Example 2:**

96.2 % is the Availability achieved in a particular month and the yearly co-location charge is 1,40,00,000 INR.

98 % - 96.2 % = 1.80 %

1.80 / 0.1 = 18 points penalty

2% annual charge = 1,40,000

18 \*2 \* 1,40,000 = INR 50,40,000

The penalty will be cumulative for uptime less than 98%.

**5. Fault Reporting, Trouble Ticketing and Call Closure Procedure**

1. The LIC personnel shall notify the Service Provider LIC 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 10 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.
6. 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.
7. The service window for all the calls shall be 24x7.

**6. Link Uptime:**

LIC will pay charges depending upon the achievement of link uptime. Full amount will be paid for 99.5% uptime or higher and the payment reduces at the rate of 10% for every 0.5% reduction in uptime. Down time will be calculated from the time of booking the complaint. No payment will be made for uptime less than 95%. However, LIC issues will be exempted from calculating the uptime.

|  |  |
| --- | --- |
| **Table K5** | |
| **Uptime** | **% of monthly cost** |
| A>= 99.5% | 100% |
| 99.0%=<A<99.5% | 90% |
| 98.5%=<A<99.0% | 80% |
| 98.0%=<A<98.5% | 70% |
| 97.0%=<A<98.0% | 60% |
| 95.0%=<A<97.0% | 50% |
| Less than 95% NIL | NIL |

There should be no unplanned downtime of more than 30 minutes during the peak business period (8 AM to 8 PM) and more than one hour during a period of 24 hours.

Following will be excluded while calculating the down time:

* + - 1. Down time due to LIC issues.
      2. Schedule down time for maintenance activity. Bidder need to inform about for schedule down time to LIC well in advance not less than a week.
      3. Down time due to force measure like Earth quake, Natural calamities, Riots and major power outage.

**7. Additional link penalty:**

As business-critical applications will be running on the LIC’s network, any downtime will severely affect LIC’s business causing substantial financial and reputation loss. Therefore, to avoid such losses, the service provider should take adequate steps to deliver the desired uptime. To ensure the desired uptime, following penalty will be imposed on bidder in addition to the SLA penalty mentioned as above.

|  |  |  |
| --- | --- | --- |
| **Table K6** | | |
| **Sr. No.** | **Details** | **Penalties** |
| 1 | Link down for a period of 4 hours continuously in a day | Rs.10,000/- per day |
| 2 | Link latency more than 3ms with link utilization less than 60 % at any point of time for link between DC, Vile Parle and proposed co-location site. | Rs.10,000/- per instance |

Penalty mentioned in above table will be applicable for each link not meeting the defined latency level. However, the penalty will be maximum to the 10% of yearly contract value. LIC reserves its right to recover this amount by any mode such as adjusting from any payment to be made by the LIC to the Company.

Authorized Signatories

(Name, Designation and Seal of the Company)

Dated this day of…………………………………2024.

# Annexure L: Undertaking from Service Provider

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

To,

Executive Director (IT / Digital Transformation)

Life Insurance Corporation of India,

Central Office, IT Department,

Jeevan Seva Annexe, 3rd Floor, South Wing,

S.V. Road, Santacruz West,

Mumbai, Maharashtra – 400054.

**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 site/s:**

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/s:**

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 #

<This space is left intentionally blank>

# Annexure M: Authority Letter

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

(To be submitted in Original on Letterhead)

To,

Executive Director (IT / Digital Transformation)

Life Insurance Corporation of India,

Central Office, IT Department,

Jeevan Seva Annexe, 3rd Floor, South Wing,

S.V. Road, Santacruz West,

Mumbai, Maharashtra – 400054.

Subject: Authority Letter

**Reference: RFP document no. LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 09/08/2024; Co-Location: NAVI MUMBAI/MMR**

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 N: Compliance Sheet for Bid Qualification

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

| **#** | **Basic Requirement** | **Required** | **Provided** | **Reference & Page Number** |
| --- | --- | --- | --- | --- |
| 1.a | Bid Processing Fee | Demand draft drawn on any nationalized Bank for Rs.11,800/- | Yes /No |  |
| 1.b | Earnest Money  Deposit | Bank Guarantee for Rs.1,00,00,000/- | 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/LICs/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 must have minimum average annual turnover of Rs. 60 Crores from Data centre Co-location business / Data Centre services from India operations for last three (3) financial i.e. FY 2021-22, FY 2022-23 and FY 2023-24. | 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  in case of leased premises, the unexpired lease period must be available for at least another 12 years or minimum 7 years of unexpired lease period with renewal provision in the lease agreement at the expiry of lease. | 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:

<This space is left intentionally blank>

# Annexure O: Financial Turnover Details

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

|  |  |  |  |
| --- | --- | --- | --- |
| **Financial Information** | | | |
| **Bidder’s Name:** | | | |
|  | **FY: 2021-22** | **FY: 2022-23** | **FY: 2023-24** |
| **Annual Turnover from Providing Data Centre specific services (in INR Crores)** |  |  |  |
| **Net Worth in Crores** |  |  |  |
| **Operating Profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in Crores.** |  |  |  |
| **Other relevant information** |  | | |

Note: Please attach relevant sections of the documentary proofs.

We undertake the following -

* 1. 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.
  2. We undertake not to sub-contract / outsource any part of the work without LIC permission.
  3. We have not been blacklisted by any company or Government Body for corrupt or fraudulent practices or non-delivery, non-performance.
  4. 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 P: Details of Litigation (s)

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

(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. (Yes/No) ……………………..

Witness: Bidder:

Signature: Signature:

Name and Address: Name and Address:

Date: Date:

# Annexure Q: Declaration for Compliance

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

**All Terms and Conditions including scope of work except technical specifications**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the LIC in this bid including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature:

Seal of company:

**Technical Specifications**

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the deviations as mentioned in Annexure H, Annexure H1 and Annexure H2.

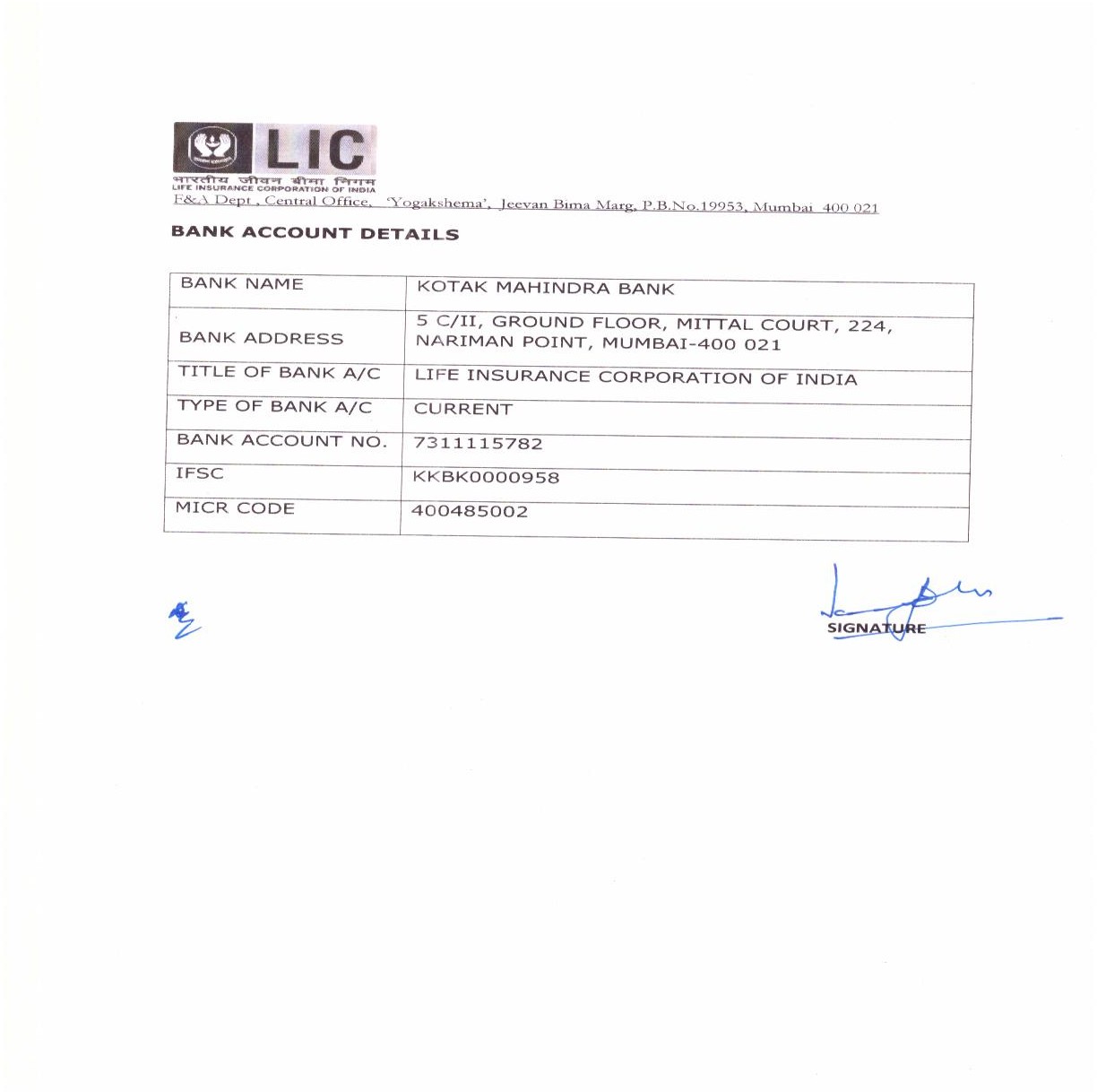
Signature:

Seal of company:

# Annexure R: LIC Bank Account Details

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**



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# Annexure S: Activity Schedule

| **#** | **Activity** | **Details** |
| --- | --- | --- |
| 1 | RFP Reference & date | Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated: 12/08/2024,  Co-Location: NAVI MUMBAI/MMR |
| 2 | Bid Processing Fee (Non-refundable) | INR 11,800/- i.e. Rs.10,000/- + GST (18%)  (Rupees Eleven Thousand Eight Hundred Only) inclusive of Taxes, to be paid through NEFT/RTGS to Life Insurance Corporation of India.  Refer: **Annexure-R** LIC Bank Account Details.  The bidder must provide the UTR of the deposit along with the bid.  MSE bidders will be exempted from payment of bid processing fee as defined in MSE Procurement Policy (MSEs) order 2012 ,issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department if bidder can furnishing requisite proof such as MSME/NSIC certificate subject to satisfaction of LIC. |
| 3 | Address for submission of Bid | To be submitted online through e-procurement website: [www.tenderwizard.com/LIC](http://www.tenderwizard.com/LIC) |
| 4 | Pre Bid Meeting | **Meeting Date:** 20.08.2024 (Tuesday)  **Meeting Time:** 11.00 Hrs. (IST) – 13.00 Hrs. (IST)  **Venue:**  LIC of India, Conference Room,  Central Office, IT Department,  Jeevan Seva Annexe, 3rd floor,  S V Road, Santacruz (W),  Mumbai – 400054  OR through video conferencing link as mentioned below:  **Meeting Link:**  <https://licindiasampark.webex.com/licindiasampark/j.php?MTID=m5a222c11fe0ac7d2897422ab183812b2>  **Meeting Password** - 1608 |
| 5 | Last Day and time for receiving queries after Pre-bid Meeting. | 21/08/2024, latest by 17.00 Hrs. (IST) |
| 6 | Earnest Money deposit (EMD) | INR 1,00,00,000/- (Rupees One Crore Only) in the form of Bank Guarantee. **Refer Annexure J**  EMD exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy MSEs order 2012 issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/NSIC certificate in the folder as mentioned in this RFP document. |
| 7 | Mode of submission | Online ([www.tenderwizard.com/LIC](http://www.tenderwizard.com/LIC)) |
| 8 | Response to Pre Bid queries from LIC | All responses in the form of corrigendum will be uploaded on LIC’s website [http://www.licindia.in/Bottom-Links/Tenders,](http://www.licindia.in/Bottom-Links/Tenders)  Central Public Procurement Portal (CPPP) and e-Tender portal [www.tenderwizard.com/LIC.](http://www.tenderwizard.com/LIC) Bidders should keep checking the website for response, if any. |
| 9 | Last Date & Time for Bid Submission | Bid Document Download End Date: 03/09/2024 before 03.00 PM (IST).  Bid Submission End Date and Time: 03/09/2024 at 03.30 PM (IST) (Upload of Documents on the e-Tender Platform). |
| 10 | Eligibility Bid, Technical Bid opening date/time/ venue | Opening Date : 03/09/2024 | 4:00 PM (IST)  The Eligibility, Technical Bids will be opened by the Tender opening committee of LIC in the virtual presence of the bidders’ representatives who choose to attend at the e-Tendering portal. |
| 11 | Commercial Bid opening date/time/ | To be notified to the Shortlisted bidders. |
| 12 | Online Reverse Auction Schedule | To be notified to the shortlisted Bidders. |
| 13 | Mail-ID for correspondence | E-mail ID: co\_itpvm\_rfp@licindia.com |
| 14 | LIC’s contact details | 022-67090493 |
| 15 | LIC’s Official website | http://www.licindia.in/ |

# Annexure T: General User Guide for e-Procurement Process

Note: This document contains the general instructions to bidders for e-procurement process through www.tenderwizard.com/LIC. Some instructions or steps provided in this document may need to be followed by bidders at various stages of the e-tendering process, as applicable and in accordance with the instructions outlined in the referenced RFP.

**\*\* Disclaimer: \*\***

This annexure is intended solely for reference purposes and should not be considered exhaustive. For detailed information, bidders are advised to contact the help desk mentioned below. Under no circumstances shall LIC be held responsible for any failure in bid submission based on the reference of this annexure.

**Contact Details:**

Helpdesk Nos.:

Mr. Lokesh HR - lokesh.hr@antaressystems.com -- +91 9686115304

Mr. Sushant Panchal - sushant.sp@antaressystems.com -- +91 9731468511

Phone: 080-40482100

Email Id: licetenderhelpdesk@gmail.com

**Step 1: Registration Process**

URL: www.tenderwizard.com/LIC

* Click on “TenderFreeView” to see (view and download) all the tender notifications and corrigendum’s
* Click on “Register Me” Hyperlink and get your User Id and Password.
* (Certain special chars like ~ ` ' # $ % & \*! ( ) ; \ / ? “: <> + - { } [ ] are not allowed in the company id or any key attributes).
* Once you fill all the details asked by “Register Me” form and obtain your password, contact the Office of LIC to enable your User ID.
* After this, Bidder can key in their User Id and Password and get successful entry in to the application.

**STEP 2: Participation**

**Participation**

1. Bidder should login with his USER ID and PASSWORD
2. After Successful entry into the application click on hyperlink “UnApplied”.
3. By clicking on hyperlink “UnApplied” you can see the latest tenders which are floated and other details relevant to tender.
4. On this screen (UnApplied) you will find various gif’s on the left hand side. Click on “Edit form” gif and see all the documents attached. Please download these documents and go through them.
5. Once you have gone through the entire tender document and you wish to participate in the tender click on “Request Tender Form” gif.
6. Now once you have requested for tender documents click on “In Progress” stage. You can see the status as “RECIEVED”.
7. You will get two excel files “Technical bid.xls” and “Commercial bid.xls” along with other documents. Firstly, you need to download this document by clicking on hyperlink “Click here to Download Empty Document.” Then Save the file with the same file name

**Note:-**

1. You should not change the file name of any Excel file.

2. You should only key in the values in blue cells only.

**STEP 3: Tender Submission**

1. EMD Submission & Form Fee submission: Click on “Click here to enter EMD Details”.Fill all the fields provided in that sheet and press on “Submit” button to submit the EMD details.
2. Click on “Click here to enter Form Fee Details”. Fill all the fields provided in that sheet and press on “Submit” button to submit the Form Fee details.
3. Open the downloaded Technical & Commercial Bid sheets, Bidder should fill values in blue cells only, provided in these sheets. These can be uploaded by clicking on “Click here to upload filled File”.

**Reminder:**

1. Technical bid and Commercial bid should be uploaded by using
2. “Click here to Upload filled File “.
3. All other supporting documents could be uploaded using Document Library link available in Left side menu and attached to this tender by clicking “Click here to Attach General Documents” link provided below.
4. Please don’t change the name of the file as system will not accept any other file name.

**Steps for uploading the additional documents (supporting documents) to your account.**

1. In the left hand menu click on Document Library, general document page will appear Click on upload new file Button for uploading new document, upload sheet will appear Select the file to be uploaded, enter the description and attachment name.
2. Click on Upload file
3. Repeat step 2 and 3 for uploading new files
4. To change the description and attachment name for the uploaded file use Update existing file button

**Note:** This is for altering the description and attachment name only.

**Attachment of general document to a particular tender**

1. Go to tender Documents screen of that particular tender
2. Go to Click here to Attach General Documents –Additional documents can be optionally Uploaded General Document Summary sheet will appear.
3. In General Document Summary screen select the file you want to attach and make necessary changes for Tender Stage and click Attach file button.
4. If you need to attach any new files for the tender follow Steps for uploading the Additional documents.
5. Other details could be scanned and uploaded but ensure that it is smaller in size (i.e. < 1MB for Fast Uploading of Document). (only.doc, .jpg,.gif,.xls, .bmp, .pdf.)
6. The server time will be displayed at the right hand side of the page please follow this time, and all the actions i.e;(Requesting, Submitting, Opening etc.,) takes place according to this time only.

**NOTE :**

You will see all the red coloured links changing to black colour, when you have uploaded.

A) Technical bid

B) Commercial bid or Price bid

C) Form Fee Details

D) EMD Details

Once you fill the above documents only then you will able to submit the tender by clicking on the “Submit the Tender Form” button before the tender closing date and time.

**STEP 4: Acknowledgement**

Once you submit the tender you will get the submitted token number, submitted date and submitted time. Take the print of that sheet then click on “OK”. Then the status will change to submitted.

**STEP 5: OPENING**

1. After the tender is opened at the stipulated date and time, the award details can be accessed in the OPENED/AWARDED stage.
2. To view the opened tenders click on the “Opened/Awarded” link then click on edit form to view your compete tors bid sheets who participated with you and who are not disqualified.

**Note:**

1. If you do not get the submitted status and token number, contact tendering authority well in advance. DAE is not responsible for tender’s not received or submitted properly. Bidders are requested to undergo training and get their doubts clarified well in advance.
2. If any queries please contact DAE Office and if required, personal training would be given. Please feel free to contact if you have any clarifications regarding E-Tendering.

# Annexure U: Undertaking for Warranty and Quality Assurance

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

[To be submitted on a stamp paper of Rs.500/- (Rupees Five Hundred only) by the Bidder)]

To,

Executive Director (IT / Digital Transformation)

Life Insurance Corporation of India,

Central Office, IT Department,

Jeevan Seva Annexe, 3rd Floor, South Wing,

S.V. Road, Santacruz West,

Mumbai, Maharashtra – 400054.

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 may be further extended by both parties with mutual agreement.

Dated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_2024

Authorized Signatory

Signature of the authorized official

Name:

Designation:

Name & Address of the company:

**Seal of the Company**

# Annexure V: Exact Address of proposed Colocation Site and information about Early Access and Ready for Service

**Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 12.08.2024**

**Co-Location: Navi Mumbai / MMR**

**DECLARATION**

Date:

To,

Executive Director (IT / Digital Transformation)

Life Insurance Corporation of India,

Central Office, IT Department,

Jeevan Seva Annexe, 3rd Floor, South Wing,

S.V. Road, Santacruz West,

Mumbai, Maharashtra – 400054.

Dear Sir,

**The exact address of proposed Colocation site is as under**:

Following is the information about Early Access and Ready for Service:

Early Access : One week from the date of acceptance of Purchase Order

Ready for Service : 4 weeks / 5 weeks / 6 weeks from date of acceptance of PO

(Please tick proposed duration for Ready for Service and strike off the not applicable duration example 4 weeks √ / ~~5 weeks / 6 weeks~~).

Please note that feasibility and readiness of proposed site will be verified by LIC team during site visit.

Signature:

Seal of Company

# Annexures Checklist:

|  |  |  |  |
| --- | --- | --- | --- |
| 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 | C1 - Scope of Work and Specifications |  |  |
| 5 | D- Technical Compliance |  |  |
| 6 | D1- Technical Bid Evaluation |  |  |
| 7 | E- Bidder Details |  |  |
| 8 | F- Non Disclosure Agreement (NDA) |  |  |
| 9 | G- Indicative Commercial Bid |  |  |
| 10 | H- Compliance Statement |  |  |
| 11 | H1- Certificate of Deviations |  |  |
| 12 | H2- Certificate of Deviations from RFP Terms and Conditions |  |  |
| 13 | I - Format for Performance Bank Guarantee |  |  |
| 14 | J- Bank Guarantee Format for EMD Submission |  |  |
| 15 | K- Contract Agreement/SLA Terms and conditions |  |  |
| 16 | L – Undertaking from Service Provider |  |  |
| 17 | M- Authority Letter |  |  |
| 18 | N- Compliance Sheet for Bid Qualification |  |  |
| 19 | O- Financial Turnover Details |  |  |
| 20 | P- Details of Litigation (s) |  |  |
| 21 | Q- Declaration for Compliance |  |  |
| 22 | R – LIC Bank Account Details |  |  |
| 23 | S – Activity Schedule |  |  |
| 24 | T - General User Guide for e-Procurement Process |  |  |
| 25 | U - Undertaking for Warranty and Quality Assurance |  |  |
| 26 | V- Exact Address of proposed Colocation Site and information about Early Access and Ready for Service |  |  |

< --------------- End of Document --------------->