



## Request for Proposal for

1.	<b>Empanelment of Vendors for Supply, Installation and Servicing of Laser/ Inkjet Printers, MFPs, Scanners</b>
2.	<b>Supply, Installation and Servicing of Laser/ Inkjet Printers, MFPs, Scanners</b>

**RFP Ref: LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024**

Life Insurance Corporation of India,  
Central Office, IT Department,  
Jeevan Seva Annexe building, 2nd floor,  
SV Road, Santacruz West, Mumbai - 400 054

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## Definitions & Abbreviations:

### Definitions

LIC	Life Insurance Corporation of India, a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Corporate Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021
Bidder	System Integrator /Original Equipment Manufacturer/ Company in its individual right.
Empanelled Hardware Supply & Servicing Vendor (HSSV)	Any Bidder qualifying for both supply and servicing of the Hardware under this RFP will be empanelled as Hardware Supply & Servicing Vendor for Laser Printers, MFPs, Scanners and Projectors.
Service Partner	A company / firm in its individual right appointed by the Empanelled Hardware Supply & Servicing Vendor (HSSV) for servicing the Hardware supplied to LIC
Agreement	The contract signed between the LIC and the Selected vendor and all the attached documents. The “Agreement” includes the RFP, subsequent modifications to the RFP, response of the selected vendor to the RFP and the contract document itself.
Authorized Signatory	The person authorized by the company’s Board/ Managing Director/ Director for signing the bid documents on behalf of the company
Cost of Hardware/ Software item	Cost of the Hardware and its peripheral/ Software is inclusive of all the taxes and exclusive of GST only.
Working Day	A day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India
Day	Calendar Day
Clarifications	Means Addenda, Corrigenda and Clarifications to the RFP
Contract Value	For Selected HSSV, the Contract Value will be calculated by multiplying the Quantities of all the Line items, by the approved L1 prices of all the Line items
L1 quote	Lowest price discovered through Online Reverse Auction
L1 Bidder	Bidder with L1 quote

## Abbreviations

Abbreviations	Description	Abbreviations	Description
#	Serial Number	NDA	Non-Disclosure Agreement
LPM	Line Printer	NPM	National Project Manager
AMC	Annual Maintenance Contract	OEM	Original Equipment Manufacturer
AS (IT)	Assistant Secretary (IT), LIC	OS	Operating System
B & AC	Bank assurance & Alternate Channel	P&GS	Pension & Group Schemes
BO	Branch Office, LIC	PBG	Performance Bank Guarantee
BOM	Bill of Material	MFP	Multi-Functional Printer
CD	Compact Disk	PDI	Pre Dispatch Factory Inspection
CLIA	Chief Life Insurance Advisor	PO	Purchase Order
CO	Central Office, LIC	PO Value	Purchase Order Value
CPCB	Central Pollution Control Board	POC	Proof Of Concept
CSDC	Centralized Service Delivery Centre	POS	Point of Sale Terminal
Czee	Customer Zones	RFP	Request for Proposal
DME	Domestically Manufactured Equipment	RHEL	Red Hat Enterprise Linux
DO	Divisional Office, LIC	RM (IT)	Regional Manager (IT), ZO, LIC
EMD	Earnest Money Deposit	SI	System Integrator
HCTM	Hardware Complaint Tracking Module	SLA	Service Level Agreement
HSSV	Hardware Supply & Service Vendor	SNR	Site Not Ready
HSV	Hardware Servicing Vendor	SO	Satellite Office, LIC
IM	Introductory Meeting	SPCB	State Pollution Control Board
MAF	Manufacturers' Authorization Form	SPOC	Single Point of Contact
Manager (IT)	Manager (IT), DO, LIC	STC	Sales Training Centre,
MASH	Metro Area Servicing Hub, LIC	ZO	Zonal Office, LIC
MDC	Management Development Centre, LIC	ZTC	Zonal Training Centre, LIC
MS	Microsoft	GST	Goods and Service Tax
CZ	Central Zone	PVC	Polyvinyl Chloride Value
EZ	Eastern Zone	BFR	Brominated flame retardant
ECZ	East Central Zone	PAN	Permanent Account Number
NZ	Northern Zone	INR	Indian National Rupee
NCZ	North Central Zone	PMA	Preferential Market Access
SZ	Southern Zone	IT	Information Technology
SCZ	South Central Zone		
WZ	Western Zone		

## **A. Invitation to Bid**

The Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (Act 31 of 1956) and having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai –400021, hereby invites responses (hereinafter referred to as “Bids”), to this Request for Proposal (“RFP”) from all eligible bidders to meet the requirements set out in this RFP document..

The participation can be from:

- Original Equipment Manufacturer (OEM) of the computer systems and peripherals
- System Integrator (Channel Partner of OEMs)

Either the System Integrator or the OEM himself can bid but both cannot bid simultaneously for the same line item.

The formulation of the evaluation criteria, the conduct of the evaluation of the responses to the RFP and the subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC and its decision shall be final and no correspondence about the decision shall be entertained.

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

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

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

Submission of the bid shall be deemed to be conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/ commented by him in his bid. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to bid shall be rejected and returned to the bidders. The Bidder should submit/ upload the bid well before the last date to avoid any inconvenience at the last moment.

The bids have to be submitted online. Any terms and conditions, counter terms etc. stated by the bidder in his bid will not be binding on the Corporation. Unsolicited/ conditional discounts if offered by any party will not be considered and offers of parties offering such unsolicited discounts are liable to be rejected.

Online bids should be submitted on or before the due date of this tender. Bids not in the prescribed format are liable to be rejected. LIC does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/ or

other documents/ instruments to be submitted in physical form due to postal delay. No claims on this account shall be entertained.

It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of the tender and the successful bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on its account thereof.

Bids are liable to be rejected if there is any deviation from the tender document and its attachments. LIC may be contacted if any clarifications are needed by the bidders before submitting the bids.

In case of any clarification pertaining to the RFP, the following personnel can be contacted via email: Ms Shubhada Gaikwad, Email id: [co\\_ithw@licindia.com](mailto:co_ithw@licindia.com) Phone: 022-67090453.



## **B. Instructions to the Bidders**

### **1. Qualification Criteria**

Only the bidders who meet all the qualifications mentioned in Section “Eligibility Criteria” of this RFP are eligible to participate in the RFP.

### **2. Acceptance of Terms and Conditions**

Responding to this RFP and submission of the bid by the bidder will be deemed as consent from the bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications issued, if any, and will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure(s), clarifications issued will form the part of any resulting contracts/ Purchase Orders, to be issued to the successful bidder/s from time to time as an outcome of the RFP process.

### **3. Cost of Bidding**

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

### **4. Relationship between LIC and the bidders**

It is clarified that no binding relationship exists between any of the bidders and LIC of India till the execution of a contractual agreement/ issuance of Purchase Order.

### **5. Information provided in the RFP**

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

### **6. Bid Processing Fee**

Eligible and interested bidders shall download the soft copy of the bid document containing all the Annexures and submit the bid processing fee (non-refundable) of Rs. 10,000 + GST @ 18% = Rs. 11,800 (Rupees Eleven Thousand Eight Hundred only) to the bank account of Life Insurance Corporation of India through NEFT. The details of the bank account are provided in Annexure I. The details of the transaction viz. scanned copy of the receipt of making transaction, UTR no and date of Transaction are required to be uploaded on the e-tender platform. Any bid submitted without the bid processing fee will be summarily rejected. Exemption from payment of the bid processing fee will be given for Micro and Small Enterprises as defined in the 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. The bidders should submit the relevant MSME/ NSIC certificate to LIC to be eligible for the exemption.

## 7. Pre Contract Integrity Pact

The bidder shall submit Pre Contract Integrity Pact along with the Bid Processing fees, as per the format given in Annexure III. **Any bid submitted without the Pre Contract Integrity Pact will summarily be rejected.**

## 8. Certificate for Local content

The bidder, at the time of submission of bid, shall be required to provide a certificate from the statutory auditor/ accountant or cost auditor/ accountant of the OEM giving the percentage of local content in the format given in Annexure-XIV.

## 9. Land Border Clause

The land border clause is governed by the Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. Bidders have to submit a self-declaration for land border clause in the format given in Annexure IX.

## 10. Activity Schedule

	Activity	Details
1	RFP Reference & date	RFP REF: LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024
2	Bid Processing Fee (non-refundable)	Rs. 10,000 + GST @ 18% = Rs. 11,800 (Rupees Eleven Thousand Eight Hundred only) by way of Demand Draft, issued in favour of "LIC of India", drawn on any Nationalized/ Scheduled bank payable at "Mumbai" shall be submitted with the Bid.
3	Pre-bid meeting	23 <sup>rd</sup> October 2024
4	Venue of the pre-bid meeting	Jeevan Seva Annexe Building, 2nd Floor SV Road, Santacruz West, Mumbai - 400054
5	Last Day and time for receiving queries on Bid	23 <sup>rd</sup> October 2024
6	Bid Submission Date & Time	21 <sup>st</sup> November 2024, latest by 3:00 p.m.
7	Eligibility Bid opening date/time/venue	The Eligibility Bids will be opened in the presence of the bidders' representatives who choose to attend, at 3:30 p.m. on 21 <sup>st</sup> November 2024, at the above mentioned address.
8	Technical Bid opening date/time/venue	The Technical Bids of only those bidders who satisfy the Eligibility conditions will be opened on the notified date in the presence of the bidders' representatives who choose to attend.
9	Commercial Bid	The Commercial Bids of only those bidders who satisfy the Eligibility conditions as well as the Technical bid evaluation will be opened on the notified date in the presence of the bidders' representatives who choose to attend. The details of those eligible bidders will be displayed on the LIC website.
10	Mail-Id for correspondence	E-mail id: co_ithw@licindia.com
11	LIC's Official website	<a href="https://licindia.in/">https://licindia.in/</a>

**Important:** The above schedule is tentative only and subject to change will be notified on LICs official website <https://licindia.in/tenders>.

## 11. Pre-Bid Meeting & Clarifications

- a) LIC shall hold a pre-bid meeting with the prospective bidders on the date specified in the Activity Schedule. Maximum two representatives per bidder will be allowed to attend the meeting and the names of the attendees will have to be informed to LIC by the prospective bidder through the mail id provided, two working days in advance. Representatives of the bidder(s) attending the pre-bid meeting will have to bring their company Identity Cards at the time of pre-bid meeting for verification.
- b) The Bidders will have to ensure that all their queries are submitted in one consolidated mail in a single excel sheet as per the **format** below, latest by the date & time mentioned in the Activity Schedule. Kindly note that file size should not exceed 1MB.

Sl. No.	RFP Document Reference(s) (Section & Page Number)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause

- c) Clarifications, if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document have to be obtained by the bidder till the pre-bid meeting only. Thereafter, no representations/ queries will be entertained in this regard. Later on if any issue(s) arise LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.
- d) LIC shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by LIC.
- e) At any time prior to the last date for receipt of bids, LIC may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document by issuing clarifications.

Clarifications (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document and would be notified on the e-tender portal and the LIC web-site (<https://licindia.in/Tenders>).

- f) In order to provide prospective bidders reasonable time for taking the clarifications into account, LIC may, at any time prior to the date of bid submission extend the date for the submission of Bids.
- g) Requests for clarification on telephone will not be entertained.

## 12. Earnest Money Deposit

Bidders shall submit, along with the Eligibility Bid, Earnest Money Deposit (EMD) of Rs. 40,00,000. The EMD shall be submitted by way of unconditional and irrevocable Bank Guarantee, payable at Mumbai, which should be executed by a Nationalized/ Scheduled bank as per the format given in Annexure IV, valid for a period of 8 months from the date of submission of Bid. A scanned copy of Bank Guarantee against EMD should be uploaded mandatorily during Bid submission stage.

- a) Bids submitted without EMD or EMD not submitted conforming to the given criteria will be treated as non-responsive and will be summarily rejected by LIC.
- b) EMD will be refunded to the selected vendor only after submission of Performance Bank Guarantee (PBG). No interest will be paid on the EMD.
- c) The EMD of those Bidders who do not qualify for the supply of hardware, will be refunded to them without interest after the procedure for selection of vendor is completed.

- d) Relaxations to MSEs regarding submission of EMD will be applicable as per government guidelines. Preferences/ benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012. To be eligible for the preference, supporting documents to prove eligibility for exemption must be uploaded for evaluation by the bidder.
- e) The EMD submitted by the bidder may be forfeited in full or part , as decided by LIC, if:
  - i. In the case of a successful bidder, the bidder backs out of his obligations.
  - ii. If the bidder fails
    - To sign the contract; or
    - To furnish unconditional and irrevocable Performance Guarantee as mentioned in this RFP; or
    - To furnish Non-Disclosure Agreement (NDA) in the format given in Annexure XVI.
  - iii. In case the bidder is found to be indulging in fraudulent and corrupt practices as defined in the relevant clause of the RFP.
- f) The EMD of any of the bidders may be forfeited in full or part, if:
  - i. The bidder withdraws or amends its bid during the period of bid validity; or
  - ii. The bidder makes any written statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract;
  - iii. The bidder does not respond to requests for clarification of its proposal;
  - iv. The bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- g) In exceptional circumstances, LIC may seek the bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. In such a case, the bidder may refuse this request without forfeiting its bid security (EMD) unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A bidder granting the request will not be required nor permitted to modify its bid.

### **13. Instructions for Bid Submission:**

This is an e – tender and hence the bidders should submit their bids online through <https://www.tenderwizard.com/LIC>. The bidders should submit their bids along with all the required Annexures, certificates and other required documents, as stated in the section “Eligibility Criteria” or elsewhere in the RFP document.

Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the tender document.

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

By submitting a bid, the bidder certifies that in connection with this RFP:

- i. The bidder's organization or an agent of the bidder's organization has arrived at the technical offer and prices in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition,
- ii. The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor.

- iii. No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

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

The bidders should submit their bids along with the required documents and Certificates as stated in the RFP. If the submission to this RFP does not include all the documents and information required or is incomplete, the RFP is liable to be summarily rejected. Submission must be made as per the provided formats/ templates.

Any material deviations in n the formats/ templates may result in the rejection of the Bid. During evaluation of the bids, if any deviation is observed, LIC may call for clarifications/ confirmations and may decide to accept any deviation at its discretion. If any compliance or clarification sought by LIC is not submitted within five business days of being called for, the bids are liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final and binding. However, this will be done before opening of indicative commercial bids.

The bid (all the documents and Annexures submitted as a part of bid or called for by LIC) must be signed on each page and stamped on each page by the person duly authorized to do so. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for unamended printed literature/ technical data-sheet available in the public domain. The bid may be treated as legally void and will be rejected if the bid is not signed by the duly authorized person.

Ordinarily the bid shall contain no overwriting. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them. Overwriting/ correction in the commercial bids are not permitted and any such overwriting in indicative commercial bid will lead to its rejection.

The bid may be treated as legally void and may be rejected if:

- The by the duly authorized person or
- The bid submitted is unsigned or partially unsigned or
- An image of the signature is found pasted on the pages.

Bids should be submitted well before the closing time. Submitting the bid online in the last few hours before the bid closing time should be avoided in the bidder's own interest.

Neither the Service Provider nor LIC will be responsible for any lapses /failure on the part of the bidder, in such cases. LIC will not be responsible for non-receipt of bids within the specified date and time due to any reason.

The bidders should upload their bids along with required Annexures, Certificates and other required documents etc. as stated in the Section "Eligibility Criteria" or elsewhere in the RFP, on the tender portal in the following manner:

**Eligibility Bid:** The scanned copies of the Eligibility Documents should be submitted under the Eligibility Section while uploading the bid on the portal.

**Technical Bid:** The Scanned copies of the Technical Documents should be submitted under the Technical Section while uploading the bid on the portal.



- a) The bidder will have to compulsorily give compliance for the specifications defined in Technical annexure for technical specifications of each of the hardware category.
- b) The bidder should clearly specify the exact make and model in the technical bid. Change in make and model will not be allowed after bid submission, during bid evaluation period. In case make and model is not clearly stated in technical bid, the respective model may be disqualified. Models quoted as “XXX” or “YYY” will not be accepted.
- c) Either the bidder on behalf of the Principal OEM or the Principal OEM itself can bid but both cannot bid simultaneously for the same line item. If a bidder submits bid on behalf of the Principal OEM, the same bidder cannot submit a bid on behalf of another Principal OEM for the same line item/ product.
- d) The bidders will have to compulsorily bid for all items under the Part-I, Part-II and Buyback. Bidders have an option of quoting maximum 2 models for all the Part-I Items.
- e) The bidders should quote only those products which will not be declared end-of- life during 12 months from the date of submission of the bid. In case any of the model(s), quoted by the bidder and approved by LIC, becomes end of life during the price validity period, the bidder shall provide a model of equal or higher configuration, if approved by LIC, without any escalation in cost. However, such request for change of model can be considered on payment of evaluation fees of Rs.5,000. LIC reserves the right to evaluate the model before approving the same.
- f) Against each item in the Technical bid specifications, the requirements stated are of minimum specifications expected, compliance to which is mandatory. Any request for the change in the specifications of hardware below the minimum specifications along with the terms and conditions of the RFP document, will not be accepted by LIC. However, in case the bidder wishes to supply higher specification, the deviation has to be clearly mentioned in the Technical bid under the column “Deviation” and this may be accepted by LIC after evaluation. In case the bidder wishes to supply a higher model, he has to submit equivalence certificate given by the OEM. In case of non-submission of certificate the model/s may be disqualified/ not accepted by LIC. This will also be applicable to deviations/ change for supply of models at a later stage during the price validity period.
- g) The technical specifications should be thoroughly checked by the bidder before quoting any model.
- h) The bidder has to submit soft copies of the technical brochures of the products with the required information properly highlighted along with the technical bid. Soft copy does not mean reference to a link.
- i) **Declaration of Print Capacity:** The bidder shall submit a Declaration from the printer OEM, for the models quoted in this RFP, as per Annexure XII, clearly stating the part-code and the print capacity of the cartridge. If, after supply, any deviation in the print capacity/ yield of the cartridge is noticed by LIC, the vendor shall supply a new toner/ cartridge of correct or higher capacity within 5 days from the date of intimation at no cost to LIC. In case of default, LIC reserves the right to place Purchase Orders with other selected vendor(s) and recover the loss by invoking the PBG from the defaulting vendor.

**Indicative Commercial Bid:** The Indicative Commercial bids should be submitted under the Commercial Bid Section on the Portal.

- a) The estimated quantities are mentioned in Annexure-Commercial. The quantities are indicative and may vary to the extent of +/- 25 % under each of the line item. However, the actual quantities will be as reflected in the Purchase Orders placed. Any additional requirement of Hardware items mentioned in the Commercial Bid may also come up during the price validity of the RFP.
- b) The bidder will have to compulsorily quote price for each line item under Part-I, Part II and Buyback, for the exact specifications called for in the Technical Bid and quotes for buy-back items as stated in Annexure-Commercial.
- c) Bidders should note that amounts quoted in the Indicative Commercial bid should be in integer only (i.e. non decimal).

At the time of uploading the bids, if there are no separate sections for uploading the Eligibility Documents and Technical Documents, both Eligibility Documents and Technical Documents may be uploaded under Eligibility Documents section on the e-tendering portal. However, technical bids will only be evaluated for those bidders who are declared successful in the Eligibility Bid evaluation.

**The indicative prices are ONLY to be quoted in the Indicative Commercial bid.**

Please note that prices must not be indicated in the Technical Bid, failing which the bid may be rejected.

During the scrutiny of the technical bids, if any technical specification/s of any item is/ are changed by mutual consent to meet the requirement of LIC, all the bidders will be informed of the same and asked to submit fresh quotations for that/ those item/s if any, in a separate submission.

#### **14. Documents to be uploaded:**

##### **Eligibility bid:**

- i. Scanned copy of Bid Processing Fee receipt.
- ii. Scanned copy of EMD BG as in the format given as Annexure IV. Original to be submitted in hard copy before the last date for bid submission at the address given in the Activity Schedule.
- iii. Bidder Profile in the format given in Annexure II, along with the documentary evidences required as indicated in the table given in the Section "Eligibility Criteria".
- iv. Duly certified copy of the Board resolution appointing the authorized signatory or Power of Attorney authorizing the signatory for signing the Bid.
- v. Certificate of Incorporation issued by the Registrar of Companies/ any other relevant authority with full address of the registered office along with Memorandum and Articles of Association/ Partnership Deed attested by authorized signatory of the bidder.
- vi. Copy of valid GST Certificate attested by authorized signatory of the bidder.
- vii. Copy of PAN attested by authorized signatory of the bidder.
- viii. Copy of cancelled cheque.
- ix. Copies of Audited Balance Sheet and Profit and Loss Statement and CA Certificates for the financial years 2023-24, 2022-23, 2021-22, 2020-21, 2019-20.
- x. Copies of valid ISO Certificates - ISO 9001:2015 and ISO 20000, of the bidder.

- xi. Undertaking for ISO Certifications in the format given in Annexure VIII.
- xii. Self-declaration by the bidder on non-debarment by LIC, State or Central Government or their agencies/ departments or any other PSU as on date of submission of bid.
- xiii. Location-wise details of offices in the format given in Annexure VI.
- xiv. Copies of Purchase Orders from customers for all the projects undertaken as proof of project experience. Wherever Purchase Orders are not submitted, letters from the customers, on their letter heads, can be submitted.
- xv. Land Border declaration, in the format given as Annexure IX.
- xvi. Undertaking of Warranty and AMC duly signed and stamped, in the format given as Annexure X.
- xvii. Scanned copy of Pre Contract Integrity Pact (executed on Rs.500 stamp paper) in the format given as Annexure III. Any bid submitted without the Pre Contract Integrity Pact will summarily be rejected. Original to be submitted in hard copy before the last date for bid submission at the address given in the Activity Schedule.
- xviii. Escalation Matrix comprising of Details of the contact person i.e. Name, Phone Nos., e-Mail ID.
- xix. Certificate from the Authorized signatory, stating only the current status of the pending litigations, if any, and not the details of the case/s. In case, there is no pending litigation, a certificate with NIL status should be submitted.

**Technical bid:**

- i. Technical Bids (Annexure – Technical Specification) along with relevant brochures, certifications, undertakings, declarations as specified in the Annexure.
- ii. Copy of Manufacturer’s Authorization Form (MAF) from the OEM in the format given in Annexure XI. The original MAF, duly ink signed/ digitally signed by the Authorised Signatory of the OEM, should be submitted to LIC at the address given in the RFP document.
- iii. Declaration from Printer OEM for Print Capacity in format given in Annexure XII.
- iv. Declaration for PVC BFR free model in the format given as Annexure XIII.
- v. ISO Certifications - ISO 9001:2015 and ISO 14000 Certifications from the OEM for the Models quoted by the Vendor – copies of the certificates to be uploaded.
- vi. An undertaking in the format given as Annexure VIII for ensuring the continuity of the ISO certification during the entire contract period.
- vii. Declaration and Certificate of Local Content- As per Annexure XIV, duly signed by the competent authority, as per the Government guidelines.

**Indicative Commercial bid:**

Indicative Commercial bid should be submitted as per the format given in Annexure- Commercial – Part-I, Part-II and Buyback. Please note that Annexure – Commercial contains 3 sheets:

- Part- I: Quotes for all Hardware items as per the exact specifications stated in the Annexure-Technical
- Part-II: Quotes for select hardware items/ components
- Buyback: Quotes for Buyback

In the first sheet, the indicative commercial bid for the hardware items specified must be quoted by the bidder. Online Reverse Auction (ORA) will be conducted only for this. The L1 bidder will be decided after ORA.



In the second sheet, prices of the components (referred to as Part II items) must be quoted by the bidder. **No ORA will be conducted for this.**

In the third sheet, the buyback rates for desktop must be quoted. **No ORA will be conducted for this.**

Please note that bidder has to compulsorily quote for all the three – all line items under Part I, all line items under Part II items and buyback rates. The L1 price for Part II items will be decided on the basis of the indicative prices only i.e. the lowest of the Indicative Prices quoted for all Part II items put together (the total price for all line items under Part II) will be taken as the L1 price for the Part II items. **All the other bidders willing to participate in the ORA have to mandatorily match the L1 prices for Part II items, failing which the bidders will not be allowed to participate in the ORA process.**

The H1 price for the buyback items will be decided on the basis of indicative prices only i.e. highest of the total Indicative Prices quoted for buyback items will be taken as the H1 rate. The indicative quantities for buyback are given in the Annexure-Commercial. **All the other bidders willing to participate in the ORA have to mandatorily match the H1 prices for buyback items, failing which the bidders will not be allowed to participate in the ORA process.**

The orders for the Part II items will be need based and will be placed with the bidder who has emerged as L1 bidder after the ORA process.

The above lists of requirements are indicative only. The bidders should refer to the entire bid document for all the documents that are required to be submitted along with the Eligibility bid, Technical Bid and Indicative Commercial Bid. The Annexures and their contents should be submitted as stated in the format only. The bid may be rejected in case of non-adherence to any of the above instructions.

## **15. Language of Bid**

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

## **16. Bid Currency**

Prices shall be quoted in Indian Rupee. The Bids in currencies other than INR will not be considered.

## **17. Modification and Withdrawal of the Bids**

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

## **18. Compliant Bids / Completeness of Response:**

- a) The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexures given.
- b) Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this RFP document carefully. Submission of the bid/ proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- c) Failure to comply with the requirements as set out in the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.

#### **19. Rejection of non-compliant bids**

- a) LIC reserves the right to reject any or all bids on the basis of any deviation(s).
- b) Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.
- c) If a bid is not responsive and not fulfilling all the conditions of the RFP, it will be rejected and may not be subsequently made responsive by the bidder by correction of the non-conformity.

#### **20. Clarification on bids**

During evaluation of the bids, if any deviation is observed, LIC may, at its discretion, ask the bidder for clarification on its bid. The request for clarification and the response shall be in writing. LIC may decide to accept any deviation at its discretion. However this will be done before the opening of the commercial bids.

#### **21. Bid Validity Period**

Bids shall remain valid for **210 days** after the date of Eligibility bid opening. However, LIC reserves the right to seek the bidders' consent for extension of the period of bid validity any time before the expiry of validity period as stated above. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended by the bidder. Such extension will not require modification of the bids already submitted.

#### **22. Late Bids**

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

#### **23. Procedure for opening of the bids**

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

- a) The date and Venue of the opening of the bids shall be as per the Activity Schedule. The representatives of the bidders should carry the identity card or a letter of authority from the bidder to identify their credentials for attending the opening of the Bids.
- b) The Eligibility bids shall be opened as stated in the activity schedule and after completion of the evaluation of Eligibility bids, the result of the bidders qualifying for the technical evaluation will be notified on the LIC website.
- c) The Technical bids will be opened and evaluated of the bidders who become eligible after the completion of the eligibility bid evaluation. On completion of the Technical bids evaluation, the list of short-listed bidders and the date, time and venue of the opening of their Indicative Commercial bids will be notified on the LIC website.
- d) The Indicative Commercial bids of the technically short listed bidders will be opened.
- e) The Online Reverse Auction (ORA) will be conducted after the opening of the Indicative Commercial Bid. The date and time of the ORA will be informed to the bidders. If the number of technically qualified bidders is more than five, then H1 elimination (elimination of the bidder(s) quoting the highest price in the Indicative Commercial bid) will be applicable before proceeding for ORA. However, there will be no elimination of

qualified bidders who are MSE or qualifying under PPP-MII, Order 2024, irrespective of the number of bidders qualifying in the commercial bid.

#### **24. Contacting LIC:**

No Bidder shall contact through any means of communications with LIC or its employees on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of LIC, it should do so through designated email-id provided.

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

#### **25. Right to terminate the Process:**

- a) LIC may terminate the RFP process at any time without assigning any reasons whatsoever. LIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP document does not constitute an offer by LIC. The bidder's response to this RFP may result into selection of bidder(s) after completion of the selection process as detailed in this RFP document.
- c) LIC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.
- d) LIC may cancel any procurement of any line item under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.
- e) Bids with insufficient information to permit a thorough analysis may be rejected.
- f) LIC reserves the right to verify the validity of the bid information, and reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.

Bids not conforming to the requirements as per the terms and conditions of the RFP may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid, in the best interests of LIC.

#### Disqualifications:

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

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

#### **C. Eligibility Criteria:**

All the bidders (including the bidders who were empanelled as HSSV/ HSV through earlier

Hardware RFPs) will have to submit the required documents as per the Eligibility Criteria. The bidders who qualify the eligibility conditions will be empanelled as Hardware Supply and Servicing Vendors for Laser Printers, MFPs, Scanners and Projectors (HSSV) and the bids of only these empanelled Vendors (HSSV) will be considered for Technical Bid Evaluation.

Eligibility Criteria for Empanelment as Hardware Supply and Servicing Vendor for (HSSV) is as follows:

#	Eligibility Conditions	Documentary Evidence Required
1.	The bidder must be a Government Organization/ PSU/ PSE/partnership firm/ LLP or private/ public limited company in India, and should submit the GST registration for the states where their respective registered office and/ or billing offices are situated.	Bidder should submit Company Profile as per Annexure-II along with copy of Certificate of Incorporation, Copies of valid certificates for GST, Copy of PAN attested by authorized signatory of the bidder.
2.	The bidder should not be debarred by LIC, State or Central Government or their agencies/ departments or any other PSU as on date of submission of bid.	Self-declaration duly signed by the Authorised Signatory.
<b>ISO Certification</b>		
3.	ISO Certifications or their higher versions and declaration for continuity. i. ISO 9001:2015 Quality Certification (For OEM & SI) ii. ISO 14000 (For OEM) iii. ISO 20000 Certification (For SI)	Copies of valid ISO certifications should be submitted and submit an undertaking as per Annexure VIII for ensuring the continuity of the ISO certification during the entire period of the contract, resulting from the RFP process.
<b>Presence of Bidder for Technical Support</b>		
	The bidder should have own presence/ offices/ Service centers in at least 4 out of 8 Zonal Headquarters of LIC, as mentioned in our organization set-up. The bidder should compulsorily have offices in at least 4 metro cities of India	Details to be provided in the format Annexure VI signed by the Authorized Signatory of the company.
4.	The Bidder should have minimum 100 engineers on their roll.	Details should be submitted in Annexure VI.
<b>Project Experience</b>		
5.	The bidder should have executed projects for delivery, installation and maintenance of hardware like servers, PCs, printers, scanners etc., in more than 50 locations, necessarily in different cities covering at least ten states, during the last five financial years 2023-24, 2022-23, 2021-22, 2020-21, 2019-20.	The details of the projects undertaken to be submitted in Annexure V along with the evidence in the form of copies of Purchase Orders or certificates from customers or self-certification by the bidder.

<b>6.</b>	The bidder should have executed Purchase Orders for supply of computer systems and peripherals in India of minimum value of Rs. 15 Crores in any three of the last five financial years 2023-24, 2022-23, 2021-22, 2020-21, 2019-20.	Details should be given in Annexure II. Attested copies of Purchase Orders or Certificates from Customers should be submitted. Multiple Purchase Orders with minimum value of Rs. 20 lacs in the same year can be clubbed. (Projects undertaken with LIC are acceptable).
<b>Financial Strength of the Bidder</b>		
<b>7.</b>	The bidder should have minimum annual turnover of Rs. 10 crores in at least any three of the last five previous Financial Years – 2023-24, 2022-23, 2021-22, 2020-21, 2019-20.	Details should be submitted in Annexure II, along with copies of Audited Balance Sheet and CA Certificate for the relevant years.
<b>8.</b>	The bidder should have positive EBITDA in at least three of the last five previous Financial Years - 2023-24, 2022-23, 2021-22, 2020-21, 2019-20.	Details should be submitted in Annexure II, along with copies of Audited Profit and Loss Statement and CA Certificate for the relevant years.
<b>9.</b>	The bidder should have positive net-worth as per the latest audited financial statement 2023-24.	Details should be submitted in Annexure II, along with copies of Audited Balance Sheet and CA Certificate for the relevant year
<b>10.</b>	The bidder has to provide details of the top 3 customers (including LIC) for Hardware supplied and serviced by them during the last five financial years, 2023-24, 2022-23, 2021-22, 2020-21, 2019-20	The details should be submitted in Annexure II.
<b>Other Documents Requirements</b>		
<b>11.</b>	The bidder should submit an Authorization for the signatory nominated for signing of all the documents submitted in this RFP.	Copy of Board resolution appointing the authorized signatory and Power of Attorney, if required.
<b>12.</b>	In case the bidder is not OEM, Manufacturer's Authorization Form (MAF) from OEM.	MAF to be submitted in the format given in Annexure XI.
<b>13.</b>	Status of pending litigation, if any, by the bidder or against the bidder, indicating the up to date, correct and current status of the case	Certificate from the Company Secretary, stating only the current status of the pending litigations, if any and not the details of the case/s. In case, there is no pending litigation, a certificate with NIL status should be submitted.

**All the documents/ proforma(s)/ Certificates should be signed/ attested by the Signatory of the Company authorized as per the copy of the Board resolution appointing the authorized signatory or as per the Power of Attorney.**



## D. Technical specifications:

The technical specifications of the various hardware categories are given in the Annexure-Technical.

### 1. Additional technical specifications for heavy duty scanner:

#### Scanner Requirement Summary:

The scanner OEM will provide the scanner, SDK/ DLL/ API/ any other code, documentation, and technical support for seamless integration with the LIC's intranet-based **Web Application**. The users of this application will not have access to scanner setup, scanning attributes, etc.; the initiation of the scan request will be done via the web application launched from the desktop connected to the scanner, and the desktop web application will control all scanning-related actions.

#### Overview of the integration between Web Application and Scanner:

On the startup, the desktop starts a background **service** that acts as a communication bridge (scan\_bridge) between the web application and the scanner connected via USB.

At the launch of this service, it should be able to automatically pick up the default configuration needed to communicate with the default scanner connected via USB. No user interfaces for updating/ modifying this setup should be available to the end-user.

From the web application, the user can initiate scanning of various forms/ documents/ cards mapped to the options available on the web application. The user's action on the web application UI triggers the web browser to communicate the scan event to the scan\_bridge using the WebSocket or appropriate protocol. The scan\_bridge will leverage the OEM-provided SDK/ DLL/ API/ any other code to perform the required scanner operation, i.e., in case of multiple page scan requests, the scanner then scans the documents and sends the scanned images back to the scan\_bridge. The scan\_bridge transmits these images through the WebSocket connection to the web browser, allowing the user to view the scanned images directly within the web application.

All communication and operations between the web application and the scanner will take place via the scan-bridge service. Hence, the OEM must provide highly tested and resilient code/ plug-ins to ensure zero outage of the scan\_bridge service and technical guidance and support to build and test this service.

In addition to the broad technical specifications given in Annexure-Technical, the following features should be provided for the scanner models proposed:

- Thoroughly tested code and technical support to ensure reliable operation of the communication service between the web application and the scanner.
- SDK, DLL, API, or any other necessary code, along with documentation and technical support for seamless integration with the LIC web application.

The scanner should integrate seamlessly with the web application, which will be used on a desktop, running the following technology stack:

- OS: RHEL 8.5 and above/ Windows 10 and above
- Browsers: Mozilla 82.x/ Google Chrome 60 and above
- Web Application technology stack: SpringBoot 3.2, ReactJS 18, C++, Java 17, hosting servers such as RHEL 8+/ Tomcat 10
- The communication service between the web application and the scanner is implemented using Microsoft C++ 2011 and Java 1.8
- Communication Protocol: WebSocket or any other appropriate secure communication method
- Driver / Middleware: TWAIN 2.4 for Windows, SANE for RHEL, or any other appropriate middleware for secure communication between the web application and the scanner

**The drivers/ middleware provided should enable LIC application to automate the following tasks:**

**1. Set-up activities**

- Document Type
- Page Sides (Duplex/Single)
- DPI - 200 to 600
- Color Mode (Black & White or Color)
- File type (PDF/TIFF)
- Blank pages detect – Skip blank page, both sides blank, etc.
- Save to – secure area on server/ storage

**2. Typical Runtime activities for operations via Web Applications - Detect Scanner Status (ON/OFF/JAM etc.):**

- Activate/Deactivate (ON/OFF)
- Blank pages detect – Skip blank page, both sides blank, etc.
- Separators detect
- Feeder - document present/ absent
- Paper stuck in the feeder
- Any abnormal error/ event on the scanner

**2. Proof of Concept for heavy duty scanner**

It will be mandatory for the bidders to submit the models proposed to be quoted for this category, for a Proof of Concept (POC) at LIC Central Office IT Department at the given address, well before the last date for bid submission. LIC will conducted the POC to test for compliance to all the additional specification given in D.1 above. The OEM Engineer should also be available for the POC. Only those models which have successfully passed the POC should be included in the bid for this category.

## **E. Evaluation process:**

- a) LIC will evaluate the Bids submitted in response to the RFP and all the supporting documents / documentary evidences.
- b) LIC may ask for meetings with the Bidders to seek clarifications on their bids.
- c) **Eligibility for Empanelment**
  - i. All the bidders found suitable on the basis of “Eligibility Criteria” and / or on the basis of evaluation done by the LIC, will be empanelled as **Hardware Supply and Servicing Vendor for (HSSV) of Laser Printers, MFPs, Scanners and Projectors.**
  - ii. Bids which satisfy all the Eligibility criteria may be further evaluated by an Evaluation Committee constituted by LIC based on bid submission, on customer referrals provided by the bidders including site visits.
  - iii. The results of the evaluation will be published on the LIC website.
  - iv. Once the panel is finalized as a result of this RFP, any request for changes to the panel will be considered only during the next Annual RFP process or until the Empanelment is dissolved by LIC.

### **d) Technical Bid Evaluation**

The Technical bids of the bidders, who qualify as per the Eligibility Bid evaluation, will ONLY be evaluated.

- i. Hardware item with new technology/ new model, not previously purchased by LIC, may be subject to technical evaluation at our end for such new models/ technology before the opening of the Commercial bid. LIC may reject any such model without assigning any reason and LIC’s decision in this matter will be final.
- ii. The quotes for the technically qualified models only will be taken for commercial evaluation.
- iii. In case the model(s) quoted by a bidder for any line item is/ are technically disqualified, the bidder shall replace it/them with model/s which is/ are of higher technical specifications at the price quoted for the disqualified model/s. All supporting technical documents for the new model/s offered should be submitted within five working days from date of intimation by LIC.

If the bidder is unable to supply a higher model/s as mentioned above, the bidder will be required to submit an undertaking as per Annexure VII, within three working days from the date of intimation, for supplying one of the models that is declared successful in the technical evaluation. If the bidder fails to submit the undertaking before the opening of the commercial bid, the commercial bid of the bidder will not be opened. LIC’s decision in this matter will be final.

- iv. **Heavy duty scanner evaluation:** Only the scanners which have successfully passed the POC will be considered for technical evaluation under this category.
- v. **Printer evaluation:** The quoted printers should be supplied with Regular Toner/ Cartridge only. The models which do not fulfill the minimum yield requirement stated in the Annexure-Technical will get disqualified in the Technical Bid Evaluation process.

### **e) Commercial Bid Evaluation:**

The Commercial bid evaluation will be done in two stages: Indicative Commercial Bid opening and Online Reverse Auction.



- i. The date of opening of the Indicative Commercial bid will be communicated to the eligible bidders. The Indicative Commercial Bids of those bidders who have qualified in the Eligibility and Technical bids will be opened in the presence of those bidders' representatives who choose to attend.
- ii. The business rules for the ORA are given in Annexure XVIII.

Bidding will be for Part-I items only. There will be no ORA for Part-II items and Buyback items. The L1 price of Part-II items and H1 price of the buyback items from the indicative commercial Bid will be frozen.

The overall L1 TCO will be computed as follows: Addition of L1 of Part-II items and deduction of H1 of Buyback prices from L1 price of Part-I items discovered from the ORA.

- iii. The L1 quote after the Online Reverse Auction of the technically qualified model in respect of each hardware line item under the Category will be multiplied by the estimated quantities of that line item, for the commercial evaluation of the bid.
- iv. If the model(s) quoted by any bidder for a particular line item is found to be technically disqualified then the bidder will compulsorily supply any other technically qualified model under that category of line item out of all the bids received at the approved L1 price for that line item post the commercial evaluation. If none of the quoted models is found to be technically qualified and the bidder offers a model with higher technical specifications, as per clause D.d.iii, the higher model with higher technical specifications will be supplied at the price quoted by the L1 Vendor. In this case, if the bidder is selected for supply of hardware, the bidder will have to supply this changed line item at the approved L1 price only for that line item. The terms and conditions of the RFP are binding on the bidders with respect to the above and LICs decision will be final in this matter.
- v. **Buyback Items:** The minimum buy-back rate, for items as mentioned in the Indicative Commercial bid will be fixed by LIC. The Vendor shall quote the buyback rate not lesser than the fixed minimum value mentioned in the Indicative Commercial bid. Where a bidder does not quote for any item, the fixed value for that particular item will be taken as the H1 buyback price for that item. The quotes for the buyback items will be multiplied by the estimated buyback quantities as mentioned in commercial bid. The Buyback quantity mentioned in the Commercial Annexure will be subject to a variation of +/- **25%** of the originally declared quantities.
- vi. The Grand Total will be arrived at by adding the totals of all the Grouped line items under Part-I and Part-II from which the total of the Grouped buyback items will be deducted to arrive at the Net quoted value. The Lowest quote will be the Net quoted value arrived at in this manner.
- vii. If the L1 bidder backs out at any stage during validity of the RFP or if the L1 bidder backs out from honoring the contract and also the undertaking given as per Annexure VII, then the EMD of the selected bidder shall be forfeited and the bidder shall be debarred from participation in any of the future RFPs floated by LIC of India for a time period decided by LIC. LIC will take a considered decision in this matter depending on the circumstances and decision of LIC in this matter will be final.
- viii. The name of the selected Vendor(s) will be notified on the LIC website.

f) **Preference to Micro and Small Enterprises (MSE)**

Preference will be given to registered MSEs as per the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012. To be eligible for the preference, supporting documents to prove eligibility for exemption must be uploaded for evaluation by the bidder.

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time.

g) **Guidelines on Public Procurement (Preference to Make in India), Order 2024**

Preference to Make in India Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and revised order issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19.07.2024 will be applicable for this RFP.

## **F. Validity Period:**

### **a) Empanelment**

The Empanelment of the Vendors will be valid up to 31/03/2027. LIC may, at its discretion, extend the validity period of the empanelment for a maximum period of one year. LIC may also decide, at its discretion, to undertake a fresh empanelment exercise any time before the expiry of validity period.

All existing RFPs and extension, Techno Commercial quotes to be called if applicable/ Annual Maintenance Contract (AMC), if any, will continue to be valid till the validity period of respective RFPs/ agreements / extension period, irrespective of this empanelment exercise.

### **b) Approved Rates Under RFP**

The rates approved by LIC will be valid for 12 months from the date of the Online Reverse Auction. If, at any time during this period, those hardware items with the configuration quoted are not available, the vendor should supply hardware items with equivalent or higher configurations at the approved L1 rates, subject to evaluation/ OEM certificate wherever required and approval from LIC. In case the hardware item has weight as one of the specifications, higher specifications would mean a lesser weight.

LIC also reserves the right to reduce or extend the validity of approved rates for a maximum period of up to 120 days.

## G. Scope of Work:

### 1. Broad scope of work:

- a) Supply, installation, and commissioning of Laser/ Inkjet Printers, MFPs and Scanners as per the specifications in the Annexure-Technical, at LIC's Central Office located at Mumbai and all the Zonal Offices, Divisional Offices and Branch Offices and all other units under these offices in India, for which Purchase Orders are issued. The devices supplied have to be compatible with the existing systems of LIC.
- b) Downloading of drivers, firmware, updates and upgrades and installation of the same and to make the printers/ MFPs and scanners function seamlessly in LIC environment.
- c) Post installation support of the systems supplied and installed till the hardware goes out of warranty.

### 2. Organizational Structure:

The organizational structure of LIC offices is as shown in the table below:

	CO/ ZO/ DO	MDC/ ZTC/ Audit	Branches	P&GS Units	STC	Other Offices #
CO	1	1	0	0	0	0
NZ	18	2	320	11	4	232
NCZ	13	3	247	11	4	177
CZ	9	2	140	5	3	132
EZ	13	2	206	6	4	152
SCZ	18	3	314	10	5	228
SZ	14	2	258	11	4	293
WZ	24	3	406	16	6	181
ECZ	12	2	157	5	4	183
Total	122	20	2048	75	34	1578

# - Includes Satellite Offices/ Direct Marketing Units/ CLIA SOs/ B&AC SOs/ CZees/ MASH Offices, etc.

In addition to the above, new offices may be opened during the validity period of the RFP for which hardware may be required and Purchase Orders may be placed for them.

### 3. Buy-Back Arrangements:

- a) The representative/ SPOC of the Vendor will send a weekly report to the respective Manager (IT) of LIC, about the Branches where the installation has been completed to enable the Manager (IT) to plan the buy-back schedule. Within ten days after the last installation of all Purchase Orders of a Division, the Vendor representative will meet the Manager (IT) and finalize the schedule for office wise pickup of the buyback hardware. The Manager (IT) will ensure that the office-wise pick up schedule is kept ready and the same will be made available to the Vendor through the Vendor Portal. It shall be the responsibility of the Manager (IT) to ensure that all the buy-back hardware items of a particular Branch/ office are fully ready for pick-up on the scheduled date. The officer in-charge of the unit has to keep all the buy-back machines ready for pickup in single lot on the scheduled date without fail. The scheduled dates have to be arranged in consultation with the Vendor representative in such a way that the branches/ offices of a particular route are covered successively. The Vendor will make all possible efforts to complete the pick up on the scheduled dates as mutually decided.

- b) It is compulsory for the Vendor to upload on Vendor Portal and also send a fortnightly report to the respective Manager (IT)/ RM (IT)/ AS (IT), as the case may be in case of delay in lifting of the buyback machines beyond the scheduled date.
- c) The vendor has to collect the buyback certificate generated online from LIC's HCT Module from the respective locations duly signed by the authorized LIC official. The physical lifting of the hardware should be done by the Vendor's representative only after the module generated buyback certificate signed by authorized official is given by the concerned office.
- d) The Vendor's responsibility includes picking up/ lifting of buyback hardware from all locations with their collection mechanism and delivery of the same to the agency for sound e-waste disposal as per the security guidelines of LIC.
- e) The vendor has to follow all statutory rules and regulations in force at the time of lifting the buy-back material from LIC, including appointing of agency/agencies that has the authorization for handling e-waste issued by Central Pollution Control Board (Ministry of Environment & Forest)/ State Pollution Control Board (SPCB). The Vendor has to dispose the hardware as per the secured disposal guidelines of LIC. The following should be the agency's capabilities:
  - i. The agency should be able to dispose-off all the hazardous constituents/ products from the e-waste.
  - ii. The agency shall not entertain sale of e-waste in the open market either in whole or shredded form and shall not engage another agency/ vendor for its disposal and/or recycling requirements in India or abroad.
- f) The vendor has to submit the copy of the license (CPCB/SPCB Passbook) issued by the CPCB / SPCB to the appointed agency(ies) immediately after the intimation of selection.
- g) LIC Central Office will issue a letter of approval to the selected vendors for the agency/ agencies appointed by them, subject to the agency/ agencies satisfying all norms.

For collecting the buyback material, the vendor has to comply with the following:

The vendor should submit to respective Manager (IT), a copy of the letter of approval of the agency(ies), issued by the Central Office at the time of finalization of the buyback schedule.

- i. The authorized agency will provide an I-card to his personnel who would visit the LIC office for lifting of the buy-back material, failing which, the machines will not be handed over to the representatives of the sub-vendor.
- ii. The certificate of removal of buyback items will be issued to the vendor by the officer in-charge of the location. This certificate should be submitted by the vendor for claiming 5% payment which becomes due after lifting of the buyback items.
- iii. Although the supply vendor can appoint sub-vendor(s) for this job, the overall responsibility rests with the supply vendor and all correspondence in this regard will be with the supply vendor only.
- iv. The supply vendor, after the buyback activity is over, has to comply with the prevailing CPCB/ SPCB regulations regarding recycling/ disposal of e-waste as per the prevailing format of CPCB/ SPCB and LICs e-disposal policy. This certificate should also be submitted by the vendor while claiming for the 5% payment. The certificate can be issued by the sub-vendor division-wise or for a group of divisions or all offices of the Zone.

#### 4. Deliverables and Timelines:

The timelines for the delivery of hardware is as under:

**Table-E**

Item	Delivery period		Installation period	Penalty for delay in Delivery	Penalty for delay in Installation	Maximum Penalty
	Rest of India	J&K, NE States (*), Uttarakhand, Andaman & Nicobar				
<b>Part I items</b>	70 days	80 days	7 working days	@ 0.5% per day subject to maximum penalty of 5%	@ 0.5% per day for delay subject to maximum penalty of 5%	10% of the cost of item delivered late
<b>Part II items</b>	30 days	30 days	NA	@ 0.5% for delay upto 10 days and then @ 1.0%	NA	10% of the cost of item delivered late

(\* ) North East (NE) locations means Assam, Mizoram, Meghalaya, Tripura, Manipur, Arunachal Pradesh, Nagaland and Sikkim.

However, in case, the delivery and installation together is completed within 80/ 90 days, no penalty will be charged. For delay in the delivery and installation together beyond 80/ 90 days, the penalty will be charged separately for delivery and installation as stated in the table above depending on the time lines of delivery and installation. Eg: If the delivery has happened within 70/ 80 days then no penalty will be charged and if the installation has been delayed due to which the total no of days of delivery and installation has exceeded 80/90 days then penalty will be charged for the delay in the installation only from the date of delivery of the hardware till it is installed as per the penalty applicable for installation in the table above.

Penalty will not be charged for delivery and installation if it is due to reasons attributable to LIC. However, the onus of proving this will be on the Vendor. The RM (IT) of the Zone and Secretary (IT/BPR)/ Deputy Secretary (IT/BPR) at Central Office will review the authenticity of the cases and take a decision on the matter for not charging penalty.

In case of delay beyond the maximum period of 25 days over and above the delivery & installation period as mentioned in the above Table E, the following action may be initiated:

- The order placed may be cancelled and communicated in writing to the Vendor, and irrespective of such decision for cancellation of order is taken by LIC, the maximum penalty as mentioned in the Chart of Penalties above will also be recovered from the vendor.
- Deductions of penalty will be made from any of the amounts payable to the Vendor under this RFP which is due at any other Zonal locations or CO location.
- Any other amounts that may become recoverable from the vendor will be recovered from any available Bank Guarantee or will be remitted by the vendor to LIC.
- Recovery of further amounts over and above the Bank guarantee will be subject to adjudication.



In case of cancellation of orders due to delay in deliveries/ installations, besides the penalty charged, the concerned vendor may also be debarred from participating in any RFPs for a period as decided by LIC.

If the vendor has delivered the hardware within the stipulated period and the installation is delayed and the reasons of delay in installation are attributable to LIC then the penalty will not be charged for the delay in installation for such period. However, the vendor will have to establish that the reason for delay in installation is attributable to LIC. However, in all such cases LIC will take a considered decision in the matter and LIC's decision will be final and binding on the bidder.

**Site Not Ready (SNR) Clause:** In case the site is not found ready for installation, the vendor will contact LIC's Manager (IT)/ RM (IT), if required. If it is concluded that the site is not ready due to any reason(s) attributable to LIC, then the Vendor will obtain a certificate from the user/ officer in-charge for Site Not Ready (SNR) as generated from LIC's hardware portal. This SNR certificate will be generated online at the concerned office. In this case, the delivery and installation payments due to the vendor will not be held up for want of installation certificate. However, the vendor has to submit an undertaking that as and when the site is ready, the said equipment will be installed by the vendor within 10 days of being intimated in writing by the concerned LIC Office that the site is ready.

If installation is not done within the stipulated time-frame of 10 days, additional penalty of 0.5% of the cost of that item(s) per day will be applicable from the 11th day to the date of installation, subject to a maximum of 15% of the cost of that item(s).

In case of Site Not Ready (SNR) cases, the warranty will commence automatically from 31st day of issue of SNR.

## **5. Introductory Meeting (IM) & Structured Meetings**

The Selected Vendor has to appoint a National Project Manager (NPM) and Zonal Single Point of Contact (SPOC). The Selected Bidder has to nominate a SPOC for each Zonal Office and Divisional Office of LIC, who will be required to conduct monthly meeting with the Regional Manager (IT)/ Manager(IT) of respective Zones/ Divisions for ensuring smooth implementation of the project.

The NPM and Zonal SPOC has to compulsorily be present in the introductory meeting with RM (IT) of the Zones, however the presence of Divisional SPOCs is optional. However after the handing over of the Escalation Matrix by the NPM/ Zonal SPOC to RM (IT) of the Zone, the Divisional SPOCS of the Vendor will have to hold meetings with the Managers (IT) of the Divisions after instructions from the Zonal Office IT Team and as per the schedule decided by the Zonal Office IT Team.

The selected bidder(s) shall participate in the introductory meeting at Zonal offices selection, within 10 days from the date of allotment. The Regional Manager (IT) of the respective Zone will organize the Introductory Meeting in the Zonal Office on the said date.

The selected Bidder(s), shall submit office-wise mapping of support center to respective RMs (IT) of the Zones during the Introductory Meeting (IM), containing a three level contact and/ or escalation matrix (as applicable), mapped to each of the LIC's offices. The escalation matrix has to necessarily contain the details of the vendor's own officials. The Purchase Orders shall be issued by the respective Zones/ Central Office only after the submission of the Escalation Matrix and holding of the Introductory Meeting.

In case of failure to hold the Introductory Meeting with the Regional Managers (IT) of the Zone(s) and/ or failure in handing over the Escalation Matrix, including complete details of the Divisional SPOCs appointed, during the Introductory Meeting with Regional Manager (IT), by the selected Vendor(s) an amount equal to the Earnest Money deposited by the vendor will be recovered from the Performance Bank Guarantee.

The SPOC for the Division should meet the Manager (IT) of the respective Division, immediately on release of the first Purchase Order by the Zone.

The hardware engineers posted should be technically qualified with suitable experience to handle the hardware calls at LIC. If the performance of any of the engineers posted is not satisfactory, RM (IT)/ Manager (IT)/ AS (IT) may ask for a change of the engineer concerned or if the service engineer quits, then the Vendor will have to provide replacement within 15 days, failing which penalty @ Rs. 500 per day will apply from the date of LIC's request subject to a maximum of Rs. 10,000, per incidence.

## **6. Hardware Engineers**

There should be at least one dedicated Engineer posted for every 300 machines supplied by the concerned vendor, subject to minimum of one engineer being resident at the DO/ZO/CO. In case the total number of machines is less than 300 in DO premises, the nearby branches can also be included for arriving at the number of dedicated engineers. However, if the number of machines is still less than 300, posting of dedicated engineer will not be insisted upon but the decision will vest with the RM (IT) of the Zones. The posting of Engineers will be in accordance to the geographical proximity of the divisions at the Zone for the pooling of assets for servicing, and the Engineers to be allotted by the Vendor with respect to the same at the respective Divisional Office area will be decided by the RM (IT) of the Zone based on the prevailing local conditions.

Also if the TAT (turnaround time) of the engineer is not satisfactory on more than 4 occasions within a quarter the Engineer has to be replaced by the vendor immediately.

If the selected bidder fails to post dedicated engineer(s) as above, within three months from date of placing of purchase order, a penalty of Rs.500 per day per engineer subject to a maximum of Rs.10,000 per Division will be applicable and will be recovered from any payment due to the bidder.

## **7. Point of Contact/ Regular meetings:**

- 1) The Vendor shall nominate a specific person as the single point of contact for each LIC division. The Vendor shall submit the name and contact details, including address, telephone number, mobile number, email address of this contact person and the service engineers at each of these locations. Further, for each office, the Vendor should also provide the contact details of customer support officials to whom calls should be escalated. The Vendor has to provide LIC with details in an escalation matrix upto three levels, mentioning names, designation and contact details of the officials concerned. In addition, Vendor shall furnish contact details of Single Point of Contact to Deputy Secretary (IT), LIC, Central Office, IT dept., for interaction with that person for any Hardware related problem throughout the country.
- 2) It is mandatory for the vendor's Zonal Account Manager for LIC to meet Regional Managers (IT) of the concerned LIC Zone every month on a mutually convenient date to sort out the service issues of the Zone. If there are separate Account Managers for different states in a Zone, then all such Account Managers have to attend the meeting



with RM (IT), every month. Agenda of the meeting should be mutually decided in advance and should compulsorily include the following points in addition to any other points:

- Sharing Escalation Matrix
  - Status of POs placed
  - Breakdown calls status
  - List of spares kept in stock
  - MIS and other reports from Vendor Portal
  - Pending items from the last Minutes
- 3) The Vendor's SPOC for LIC at Zone/ Division will schedule the Monthly meetings through the Vendor Portal on a mutually agreed date and upload the signed copy of the MOM within 7 days of the meeting, on the Vendor Portal, for each structured meeting. The meetings can be rescheduled on a mutually agreed date for any reason attributable to LIC.
  - 4) It is mandatory for the vendor's Divisional SPOC/ Senior Engineer to meet Manager (IT) of each Division, where hardware is supplied, every Quarter on a mutually convenient date to sort out the service issues of the Division. Agenda of the meeting should be mutually decided in advance and should compulsorily include the items as above.
  - 5) Minutes of Meeting (MOM) has to be prepared by vendor. If the MOM is not signed immediately after the conclusion of meeting, then the vendor may send the soft copy of MOM to Manager (IT)/ RM (IT) as the case may be.

## 8. Preventive Maintenance

- a) During the period of warranty/ AMC it will be mandatory on the part of the selected vendor to carry out onsite Preventive Maintenance (PM) once in every quarter apart from breakdown maintenance. On completion of the PM, the Vendor's Engineer should ensure that the user of the machine/ Programmer enter the PM details in the hardware portal of LIC. It is recommended that the PM should be spread throughout the quarter instead of being concentrated during a brief period in each quarter. Also there should be at least one month gap between two PMs of same machine; otherwise it will be treated as PM not done. The PM will generally include the following but is not limited to:
  - i. Cleaning of the hardware and checking the various alignments and functioning of the logic board/ cards etc.
  - ii. Any other servicing/ maintenance/ firmware upgradation or other up-gradation jobs which may be entrusted to engineers from time to time by LIC.

Penalty of 0.5% of the cost of the hardware item will be charged every quarter, if the Preventive Maintenance is not done. Penalty for PM not done will not be charged for the quarter in which the machine has been delivered/ installed. The penalty will be recovered from any amount due to the Vendor including any subsequent AMC payment. However, if the failure to carry out the PM was because LIC could not make the systems available, this penalty will be waived. A certificate to this effect should be obtained from the LIC's authorized Officials.

## 9. Service Level Agreement (SLA)

- a) The systems should always be maintained in working condition. The resolution time for all hardware breakdown complaints, is given below.

Class of City		Resolution Time
Class A	All Zonal Offices	Next

	All Divisional Offices All BOs/ SOs/ other units (offices) at Divisional HQ and BOs/ SOs/ other units (offices) having <= 4 hours travelling time from DO premises by bus/ train	Business Day
<b>Class B</b>	All BOs/ SOs / other units (offices) other than Class A & Class C	Next to Next Business Day
<b>Class C</b>	All BOs (other than those covered in Class A & Class B) situated in hilly regions of NE states, J&K, Uttarakhand, Himachal Pradesh and Andaman & Nicobar Islands where Special Area Allowance is payable by LIC. Manager (IT) may however include other branches in the concerned States in this category if deemed necessary.	3 Business Days

List of branches under class A, B and C will be available on LIC's Vendor portal.

- b) No breakdown charges will be deducted if the complaint is resolved within the resolution time specified in the above table. In case the breakdown complaint is not resolved within the resolution time stated in Table above, penalty for breakdown for various Hardware items mentioned in Chart of Penalties will become chargeable.
- c) If the complaint is not resolved within the resolution time specified in the above table, penalty as per Chart of Penalties will be charged from the time of lodgment of the complaint. In that case, 1 day means the completion of 24 hours from the time of lodgment of the complaint for the first day, but any part of the day thereafter will be considered as a full day.
- d) Saturdays and Sundays and holidays of LIC are excluded from the calculation of penalty.
- e) For breakdown of a warranty machine beyond ten days in a month, if no resolution is provided within 30 days for the original hardware supplied, the vendor will be required to replace the faulty machine at no cost to LIC, within 30 days from the last failure. However, penalties for breakdown as per SLAs defined in the RFP will be applicable till the hardware is replaced or standby provided. Even though standby is provided the original faulty hardware is to be replaced from the OEM within 30 days from the date of last failure.
- f) Also if during the warranty period, any equipment has a hardware failure on four or more occasions in a month or quarter, it shall be replaced by a new machine of equivalent or higher configuration by the Vendor at no cost to the LIC within 30 days from the date of last failure. However, till the replacement, the original equipment has to be kept in running condition or else a standby provided and all services restored. Penalties for breakdown as per SLAs defined in the RFP will be applicable if no standby is provided.
- g) When any hardware is declared as irreparable by the vendor, due to reasons other than those covered under "repairing on chargeable basis", the vendor has to provide a permanent replacement of the hardware with a new machine of equivalent or higher configuration within 30 days of reporting the problem. Till that time a standby has to be provided by the vendor. The hardware provided as permanent replacement should be of same as or higher configuration and have date of manufacture same as or later than that of the hardware which is damaged. Documentary proof giving the above details of

the replaced hardware should be provided to LIC for record and deciding if it is acceptable.

- h) Extension of warranty/ replacement of equipment will not be applicable if the breakdown is due to reasons not attributable to the Vendor. However, the onus of proving the same would be on the Vendor.
- i) The penalties as applicable will be recovered from any payment due to the Vendor. If no payment is due then the same will be recovered by invoking the Performance Bank Guarantee. The Performance bank guarantee is valid for 54 months. However if any penalty becomes due after 54 months due to late installation of the hardware then a PBG to the tune of the cost of the hardware items will be taken till the last warranty machine comes out of warranty plus one month. On receipt of the said PBG the above PBG which was valid for 54 months will be released.
- j) **After the expiry of the warranty, if LIC desires, the selected vendor(s) may have to execute a comprehensive Annual maintenance Contract (AMC) with LIC for continuity in servicing of the Hardware supplied at the existing AMC rate prevailing then. The Service Level Agreement (SLAs) will be generally as defined in the Annual Maintenance Contract (AMC) documents. However, LIC reserves the right to revise these terms and conditions in the interest of LIC. LIC reserves the right to extend/ terminate the AMC depending on the circumstances/ high failure rates/ deficiency in servicing. The decision of LIC in the above matter is final.**

#### 10. Chart of Penalties:

Please refer to clause G.4. Deliverables and Timelines for **penalties relating to delay in delivery and installation.**

Please refer to clause G.6. Hardware Engineers for **penalties relating to delay in posting of engineers.**

Please refer to clause G.8. Preventive Maintenance for **penalties relating to non-performance of preventive maintenance.**

#### **Penalties for delay in resolving breakdown complaints:**

Breakdown charges up to 4 days beyond the resolution time as per SLA	Breakdown charges from 5 <sup>th</sup> day to 8 <sup>th</sup> day	Breakdown charges beyond 8 days that is from 9 <sup>th</sup> day onwards	Maximum Penalty capping for Breakdown
0.5% of the cost of hardware per day	1% of the cost of hardware per day.	2% of the cost of hardware per day.	20% of the basic cost of the Hardware item

## **H. Terms and Conditions:**

### **1. Road Permit**

Road permit etc. which may be required for supply of the equipment to the locations mentioned in the Purchase Order shall be obtained by the Vendor, without any additional cost to LIC. The Vendor shall make necessary arrangements for obtaining declaration letter required from LIC and submitting the same and liaison with authorities as required. However, LIC will not sign on any form issued by the respective State authorities in this regard.

### **2. Transportation and Insurance**

a) The Vendor is required to deliver the goods and services to the various locations of LIC across the country as specified by LIC. Transportation and Insurance of goods shall be arranged and paid for by the Vendor till the date of installation.

The transit insurance against any loss or damage shall be valid for 10 more days from the date of delivery at LIC's offices, at no extra cost.

b) Should any loss or damage occur, the Vendor shall:

- i. Intimate and pursue claim with the Insurance Company till settlement and
- ii. In case of loss or damage, the vendor should provide replacement of hardware, irrespective of the settlement of claim by Insurance Company.

### **3. Performance Bank Guarantee (PBG)**

A PBG (in the format given in Annexure XV) to the tune of 5% of the L1 prices approved of all Part-I items shall be submitted by the selected bidder.

The Performance Bank Guarantee shall be submitted within 25 days from the date of intimation/ letter issued for selection as Vendor. Failure to do so may attract a penalty of Rs.2,000 per day, subject to maximum penalty of Rs.50,000.

The PBG should be valid for a period of 57 months (54 months validity + 3 months claim period), including claim period of three months, from the date of submission of PBG. The PBG/ part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP, including refusal to take up/ renew the AMC for the equipments supplied.

In case the selected bidder fails to submit performance bank guarantee even after the elapse of 35 days from the date of intimation, LIC, at its discretion, may cancel the allotment and it will be treated as vendor has backed out and all proceedings for backing out of the contract will be imposed on the Vendor.

### **4. Non-Disclosure Agreement**

The selected bidder shall submit along with the Performance Bank Guarantee, a duly notarized Non-Disclosure agreement on a stamp paper of Rs.500 as per the format given in Annexure XVI duly signed by the Authorized Signatory of the Company.

### **5. Pricing & Taxes**

a) Prices shall be all inclusive of all taxes except GST as applicable.

b) Vendor will be entirely responsible for upfront payment of all applicable taxes like Income Tax, Central / State levies, excise duty, cess, license fees, road permits, service tax etc. in connection with the delivery of products at the site.

- c) GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. GST wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actuals of having paid the said taxes on behalf of LIC.
- d) The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/cess/customs duty & excise duty including any newly introduced taxes shall be permitted.

## **6. Placing of Orders**

- a) The total quantities to be ordered under this RFP may be subject to a variation of up to **25%** above or below under each of the hardware line items, of the originally declared quantities. However, the actual quantities may differ at the time of issuing the Purchase Order, depending on the circumstances and decisions taken by LIC prevailing at that time.
- b) LIC Central Office at Mumbai will place orders for all Hardware requirements of all departments of Central Office and MDC. LIC's Zonal Offices will place orders for all Hardware requirements of all offices in their respective jurisdiction. Purchase Orders will be placed only through LIC's hardware portal. The date of the Purchase Order will be the date on which the Purchase Order is generated through the portal and sent to the vendor. The electronically generated Purchase Orders have to be checked by the vendor from the Vendor Portal for which access will be provided by LIC. The vendor should point out any discrepancy/ deficiency in the electronically generated Purchase Orders within five working days from the receipt of the Purchase Orders by email. Subject to this, the date on which the required information/ correction in the Purchase Order is intimated to the vendor, through mail would be deemed to be the date of acceptance of the Purchase Order for the purpose of calculating the delivery period and penalty. The Purchase Orders appearing in the Vendor Portal have to be regularly monitored by the Vendor. The vendor should ascertain that all the Purchase Orders have been received by them as per the details available on the portal and acknowledged by the vendor. LIC will not be responsible for non-receipt of the PO due to any mail server/ firewall etc., issues at the vendor's end. If any Purchase Order is not received by the Vendor or if there is any discrepancy in the Purchase Orders received by the Vendor, it should be immediately brought to the notice of LIC within five working days.
- c) The Purchase Orders placed during the month should be compulsorily taken as an item in agenda for discussion during the structured monthly meeting held by the Vendor in the Zones/Divisions.
- d) Purchase Order for any hardware may be issued by LIC in a staggered manner at any time during the validity period of the RFP. Additional requirements may also come up during the year as and when new offices are opened or new requirements are raised. Additional requirements from existing offices may also come up for which hardware will be purchased.

## **7. Pre-Dispatch Inspection (PDI):**

The Vendor shall conduct a Pre-Dispatch Inspection for all the Hardware items **before delivery** and shall upload the Inspection Certificate clearly stating the deviations if any, along with the Machine Serial Nos. on LIC's Vendor Portal. The machines shall be delivered only after clearance for delivery and installation is given by LIC. The Hardware Inspection format shall be available on the LIC's Vendor portal.



The vendor shall upload the Hardware Inspection Certificate for each Machine along with the Machine Serial Numbers of Hardware ordered in the PDI Module available on the Vendor Portal of LIC as per the template in Hardware Vendor Portal provided by LIC.

## **8. Acceptance Test on Delivery and Installation**

Each of the hardware delivered at the site will have to undergo an acceptance test, which shall be a part of the complete installation of the equipment/ machine and should be a part of the Installation report. The test shall necessarily check all the performance parameters as per the Technical specifications like printer yield, performance etc as mentioned in the RFP and any other further clarifications.

LIC reserves the right to cancel the order in part or full in the event of serious discrepancy in hardware or firmware noticed as per the above (performance, printer yield etc) after receipt of the Hardware. In such a case:

- a) LIC may cancel the entire purchase order and ask the Vendor to take the equipment's back at the Vendor's costs and risks; and/ or
- b) The Vendor shall have to replace the entire hardware consignment as per the committed specifications; and/ or
- c) The Vendor will be required to replace the Hardware supplied with any of the other technically qualified Models. However, the new hardware should be delivered within delivery period as per the original Purchase order; and/ or
- d) The Bank Guarantee may be invoked to make good the loss or damage and/ or.
- e) The Selected Vendor may be debarred from participating in future RFPs in case serious violations are observed and LIC's decision in this matter will be final and binding on the vendor.

## **9. Payment Terms**

- a) Payments will be made by the Central Office for the orders issued by Central Office and by the respective Zonal offices of LIC for the orders placed by them.
- b) Payment will be made for the entire purchase order at one time and not in piecemeal.
- c) Efforts will be made to settle all payments for the purchase orders of Part-I items within 30 days, for which complete set of invoices along with the supporting requirements are submitted as under:-
  - i. **70%** of the payment will be made on delivery of the Hardware on submission of Invoice cum delivery Challan along with the Delivery Report (DR) which is generated online from LIC's Module at the location where hardware has been delivered. The GST number has to be incorporated in the Invoice of the Vendor and of the location of delivery of LIC.
  - ii. **20%** payment will be made on installation of the Hardware delivered along with the Installation Report (IR) generated online from LIC's Module at the location where hardware installation has been done. The installation details generated online will be available in the Payment Module of LIC which will be considered for release of installation payment on receipt of claim for Installation Payment from the Vendor.
  - iii. **5%** payment will be settled on receipt of claim from the vendor after the lifting of the buy-back items, if any. In case of Purchase Orders which contain Buyback Hardware details, the vendor will have to mandatorily submit:
    - o A certificate of buyback hardware removal from the HCT Module which is signed by the officer in-charge of the location from where the buyback hardware is lifted.

- The payment will be subject to deduction of buyback price of the hardware items. The buyback schedule for pickup will be communicated to the vendor by the respective Manager (IT)/ RM (IT)/ AS (IT) of the DO/ZO/CO.
- iv. In case the Purchase Orders do not contain buyback hardware to be lifted then **5%** payment will be settled to the Vendor along with the installation payment.
- v. The payment of the final **5%** will be made at the end of the warranty period.
- d) In case hardware items under Part II of commercial bid, 100% payment will be made within 30 days of installation and submission of complete documentation whichever is later, if Purchase Order is placed only for Part II items. It may be noted that in case the Purchase order for Part II item is placed along with Part-I item, then payment terms as per Part-I items will be applicable.
- e) The breakdown charges if any, during the warranty period accumulated after release of payment of balance 5% will be recovered by invoking the Performance Bank Guarantee available with LIC or any other payment due to the Vendor payable by LIC under the above referred RFP or any other RFPs from time to time. The breakdown charges can also be paid by the Supply Vendor by way of cheque at the cash counter of LIC after consultation with LIC and the Supply Vendor.

## **10. Warranty, Maintenance and Servicing:**

### **Terms & Conditions for maintenance of Hardware & Software during the Warranty period:**

- a) **HARDWARE:** All the Hardware items supplied shall be under comprehensive on-site warranty covering all parts and labor for a period of three years. The vendor shall enter into a comprehensive Annual maintenance Contract (AMC) with LIC, after expiry of the warranty period, at mutually agreed terms and conditions and rates prevalent then, if LIC desires to do so. However, LIC reserves the right to revise these terms and conditions in AMC in future in the interest of LIC. The decision of LIC in this matter will be final.
- b) **Spares, consumables and support** for the hardware should be available for a minimum period of six years from the date of installation of the Hardware irrespective of whether the equipment is manufactured by the selected vendor or procured from any other principal vendor (OEM). The entire responsibility will rest on the vendor for servicing and proper functioning of the equipment supplied. During the specified tenure, if it is found that spares/ consumables or support is not available, the hardware will have to be replaced by equivalent or higher model by the Selected Supply Vendor at no extra cost to LIC.
- c) During servicing of the Hardware in the warranty period or whenever required, the vendor has to install original OEM manufactured Spare Parts of same or higher configuration (subject to compatibility). The vendor shall also ensure the consumable support from the OEM and an agreement has to be in place between the supply vendor and OEM for the above support. The work at LIC and its offices shall not be hampered for want of support from the supply vendor due the inability of the OEM to supply the spares or consumables. The terms and conditions of the MAF submitted by the OEM will be strictly adhered to.

- d) During the period of warranty/ AMC it will be mandatory on the part of the selected vendor to carry out onsite Preventive Maintenance (PM) once in every quarter apart from breakdown maintenance.
- e) Warranty should not become void if LIC buys any other supplemental hardware from a third party and installs it within these machines in the presence of the representative/ engineer of the Vendor. However, the warranty will not apply to such third party hardware items, if installed.
- f) Normal wear and tear of hardware due to regular usage is not to be treated as physical damage and should be included in the warranty. In case of normal breakdown of any hardware, if the problem is not resolved within resolution time specified in the above table, stand by machines are to be provided to avoid penalty.

If the damage to the hardware is due to the power fluctuations or physical damage due to mishandling by LIC personnel or the damage by external factors like fire, flood, rat bite etc then LIC would bear the cost of the parts damaged but the onus of proving this will be on the vendor. However, the vendor will be required to provide immediate system/ solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown. Any physical damage of hardware should be proved by the vendor.

- g) In case of partial/ full damage or loss of the equipment due to reasons beyond the control of LIC, like theft, fire, floods etc., then the vendor should supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown.
- h) In both the cases mentioned above, fresh order will be placed by LIC with the vendor concerned for the supply of the new hardware against the lost/ damaged equipment/ component. Monthly rental of 5% of basic hardware cost will be payable to the vendor for the equipment supplied as standby. If the vendor does not provide standby equipment, the penalties as per Chart of Penalties will be imposed.
- i) Whenever any hardware equipment is taken out of an LIC site for repair, the same hardware has to be returned after repair unless it is declared to be irreparably damaged. When any Hardware equipment is taken out of an LIC Office for repair, the vendor shall make all arrangements for removal of the equipment, transit insurance, its transportation to the workshop and back to LIC's site and its re-installation. The details of all such hardware which is taken out and thereafter reinstalled has to be entered by the Hardware engineer in the LIC hardware portal and authorized by an officer of the respective office. Insurance of such equipment also has to be arranged by the vendor and all expenses for the above shall be borne by the vendor. The vendor shall hand over and reinstall the systems in 100% working condition after repair/ maintenance/ rectification within 30 days, after repair/ maintenance/ rectification. The vendor shall reinstall the same machine after repair unless it is declared to be irreparable.
- j) In the event of replacement of the system or any part thereof, it should be done with an equipment/ part, equivalent or of higher configuration which is compatible with the system.
- k) Wherever any system has to be shifted from one LIC location to another, as decided by LIC, the vendor is required to uninstall/ reinstall and maintain the system/s at the new location, without any extra cost on account of reinstallation. The packaging of the



hardware and the transportation along with the transit Insurance will be done by LIC and the cost of the same will also be borne by LIC.

- l) The Vendor has to carry out on-site comprehensive maintenance of the hardware along with the cables supplied with the hardware and all other peripherals.
- m) All the tools, test equipment and fixtures etc. required for the on-site comprehensive maintenance of equipment, shall be provided by the supply vendor.
- n) During the warranty period, the Vendor will be required to keep the system in 100% working condition. The vendor will attend to all breakdown calls reported for the hardware and rectify problems thereof and replace the faulty components of the systems with serviceable components.
- o) Items covered under Warranty: The warranty is on comprehensive basis and ALL PARTS will be covered under AMC, including the following:
  - Items like fuser assembly, photo conductor kit, IT belt etc. of laser printers.
  - Power Cable, data cable, USB Cable, VGA Cable that are supplied along with the printers
  - Sprockets of printers
  - Print heads
  - Scanning heads
  - Maintenance Box
  - Roller kit

#### **11. Access and rules for the Service Engineers:**

- Service Engineers/ Representatives of Vendor shall invariably carry their identity cards with them, without which they will not be allowed to access LIC's Systems. Service Engineers of the vendor shall have access to the computer systems/ peripherals only after obtaining clearance from LIC's authorized officials. No component of the system/ data/ log information will be taken out of LIC's premises without clearance from LIC's authorized Officials.
- During the warranty period, the vendor/ vendor's engineers may have access to confidential information of LIC for the purpose of resolving any issue covered by this contract. The vendor or engineer shall not disclose at any point of time, to any other person/ third party, the information so received and shall use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also the vendor may use the information only for serving LIC's interest and restrict disclosure of information solely to those employees of the vendor having a need to possess such information in order to accomplish the purpose stated above and also advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. Violation of this will lead to legal action, recovery of damages and debarring from participating in any future RFPs floated by LIC.

#### **12. Booking of Breakdown Complaints:**

- i. LIC has its own hardware portal through which mails for hardware breakdowns will be generated to the vendor. The selected vendor will be provided access to LIC's Vendor Portal through which breakdown complaints can be monitored.
- ii. The downtime/ breakdown period will be reckoned from the date and time of logging of the complaint on the portal. Complaint ID no. allotted by the portal will be the reference number for any query in this regard. The vendor has to track and monitor complaints through the Vendor Portal. However breakdown calls booked after 5.30 pm

by a user on a working day will be treated as a call booked on the next working day at 10.00 am.

- iii. For complaints not booked through the module in rare circumstances which must have arisen due to unavoidable situations, the vendor should ensure that the details of such breakdown attended are properly recorded in the portal.
- iv. Complaint will be deemed to be resolved if the closure details are entered by the service engineer in the hardware portal and it is authenticated by the user/ programmer. System date and time will be taken for closure. However if for any reasons like non-connectivity to the system or due to non-access to the system by the Vendor engineer for closing the calls in the module, the servicing engineer should record the call closure in the manual call register on the letter head of the Vendor with the signature of the vendor engineer and the signature of the user and upon actual call closure the manual record has to be made use by the engineer and user for closing the calls in the module.
- v. The breakdown call will be treated as closed permanently after validation by user/ Manager (IT)/ Assistant Secretary (IT) at DO/ZO/CO of respective LIC Office, in the portal.
- vi. Penalty will not be charged if it is due to reasons attributable to LIC, but the onus of proving this will be on the Vendor. However, the Vendor will be required to provide immediate system/ solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown. For Zones, the RM (IT) of the Zone and at Central Office locations the Secretary (IT/BPR)/ Deputy Secretary (IT/BPR) at Central Office will review the authenticity of the issue and take a decision on the matter.

### **13. Stocking of Spares/ Immediate replacement of faulty parts/ equipment:**

- a) Sufficient spares should be stocked.
- b) **Stocking of spares:** Vendor should provide a list of spares kept in stock to Manager (IT)/ Regional Manager (IT)/ Assistant Secretary (IT) as the case may be. Spares can be stored at a location other than Zonal/ Divisional Headquarters, mutually agreed upon by Manager (IT)/ Regional Manager (IT)/ Assistant Secretary (IT) and the vendor. Depending on the statistics available regarding the breakdown at a particular location in the previous quarter or the corresponding quarter of the previous year, Regional Manager (IT) may specify the number of spares of different hardware items/ components to be stocked by the vendor/s at each location.
- c) Whenever any complaint for a part of the Computer Hardware/ Peripheral is logged by LIC, the service engineer who attends to the complaint must invariably carry a spare of such part of the hardware and should replace the same immediately, if required.
- d) In the event of replacement of any part of the system, it should be done with a part of equivalent or higher configuration which is compatible with the system.
- e) The vendor has to install OEM manufactured spare parts of same or higher configuration (subject to compatibility). While attending to breakdowns where replacement of components is required, LIC may do a random/ periodic audit of the spares used and in case of violation the matter will be viewed seriously.

### **14. Force Majeure Clause**

- a) The Vendor shall be liable for any delay in execution or failure of their respective obligations under this agreement except for delay caused by occurrence of events beyond control of the Vendor, including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, pandemic, hostility, acts of public enemy, wars,

riots, strikes, bandhs, sabotage, pandemic, order/ action or regulations imposed by the government, local body or other public authorities.

- b) In case a Force Majeure situation arises, the Vendor shall immediately notify LIC in writing of such conditions and the cause thereof within five calendar days and prove that such is beyond the control and affect the execution of the Purchase Orders which fall due for execution in that period. The Force Majeure Condition will apply for only those Purchase Orders whose date of delivery is falling in that period of the Force Majeure condition and not for other Purchase Orders where the date of delivery was prior to the Force Majeure condition or after the Force Majeure condition had prevailed.
- c) Unless otherwise directed by LIC in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.

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

### **15. Limitation of Liability**

Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/ Vendor to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **16. Compliance to statutory requirements**

The vendor, as an employer, must be complying with all the statutory requirements such as ESI, EPF, etc., as applicable to them and any other local / state/ national statutory requirements. The responsibility to deposit EPF & ESIC premium will be borne by the vendor. It is the exclusive responsibility of the vendor to ensure due and timely compliance with all relevant laws, rules and regulations and other relevant instructions issued by Government authorities from time to time relating to the employment of persons. Proof of compliance should be submitted to LIC whenever the vendor is asked for the same. In case of non-compliance, appropriate action including invoking of PBG may be initiated by LIC against the vendor.

### **17. Disputes**

The Vendor and LIC shall endeavor their best to amicably settle all disputes arising out of or in connection with this RFP in the following manner:

A party claiming a dispute has arisen, must give the other parties to the dispute notice setting out details of the dispute. If the parties cannot resolve whether dispute within 30 days after the notice is given then, the parties agree that any dispute or any differences under or in connection with agreement or any breach there of which cannot be settled by mutual negotiation between the parties shall be finally settled by arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996 or any modification, Rules or enactments thereof.

In the event of any dispute or disagreement over the interpretation of any of the terms herein above, clarifications, annexures, etc. contained or claim of liability the same will be

referred in writing to an arbitrator appointed by mutual consent of both the parties, whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliations Act 1996. The venue of arbitration shall be Mumbai. Subject here to the court in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

No interest will accrue on any amount during the Arbitration proceedings

If the arbitrator so appointed resigns his appointment or vacates his office or is unable or unwilling to act due to any reason whatsoever, the appointing authority shall appoint a new arbitrator in his place.

The arbitral Tribunal shall determine all matters in disputes other than EXPECTED MATTERS as below

- Scope of work
- Technical and Function Specification
- Discrepancies (varying or conflicting provisions among documents, agreement)
- Suspension or discontinuation of work
- Acceptance of deliverables

In the above EXPECTED MATTERS, the decision of Senior Executive will be final, conclusive and binding on the parties hereto and shall be without appeal.

## **18. Fraud and Corrupt Practices**

The Vendors, their employees, advisers and representatives shall observe the highest standard of ethics at all times. Notwithstanding anything to the contrary contained in this RFP, LIC shall reject a Bid without being liable in any manner whatsoever to the Vendor, if it determines that the Vendor has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable / restrictive practice (collectively the "Prohibited Practices") at any time. In such an event, LIC shall, without prejudice to its any other rights or remedies, forfeit in part or full the EMD / PBG, as the case may be for, inter alia, time, cost and effort of LIC, with regard to the RFP, including consideration and evaluation of such Bids and such Vendor may not be allowed to participate in any RFP issued by LIC during a period of 2 years from the date such Vendor is found by LIC to have directly or through an agent, engaged or indulged in corrupt/ fraudulent/ coercive/ undesirable/ restrictive practice, as the case may be.

Without prejudice to the rights of LIC under the above clause and the rights and remedies which the LIC may have under the Letter of Intent (LOI) or the Agreement as per Annexure-XVIII, if Bidder, as the case may be, is found by LIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by LIC during a period of 3 years from the date such bidder, is found by LIC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this section, the following terms shall have the meaning herein after respectively assigned to them:

- a) "Corrupt practice" means
  - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of LIC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of LIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
  - ii. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical adviser of LIC in relation to any matter concerning the Project;
- b) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by LIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **19. Conflict of interest**

The Vendor will warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the contract, no conflict of interest exists nor is likely to arise in the performance of its obligations under the contract.

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



The Vendor shall disclose to LIC in writing, all actual and potential conflicts of interest that exists, arises or may arise in the course of performing the obligation(s) as soon as it becomes aware of that conflict.

## **20. Consequences of Termination of Selected Bidder**

In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the services which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/ continued execution of the scope of the work defined in RFP.

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

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

### Knowledge transfer

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

- a) Transferring to or providing LIC access to all information stored by whatever means held by the Vendor or under the control of the Vendor in connection with the contract; and
- b) Making Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions will be at the sole discretion of LIC, provided that any matter discussed is not considered to reveal any 'Commercial- in- Confidence' information of the Vendor.
- c) The Parties agree that duration of Knowledge transfer shall in no event exceed 90 days.

## **21. Intellectual Property Rights**

### i. Third Party Material

The successful bidder must have ownership or obtain all necessary copyright and other Intellectual Property Right permissions before making any Third Party Material available as

Auxiliary Material for the purpose of performance of services under this RFP and resulting contract.

### ii. LIC ownership of Intellectual Property Rights in Contract Material

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

### iii. Responsibility of the successful bidder



It would be the responsibility of the successful bidder to ensure that it has legal, valid and current rights to provide all the deliverables as sought under this RFP. LIC acknowledges that, save as expressly provided elsewhere in this RFP, all Intellectual Property Rights in relation to the software, its documentation, development, coding and any adaptations, translations and derivative work, whether a copyright, trade mark, patent, trade secret design or otherwise, provided to LIC by the bidder during, in connection with or in relation to fulfilling its obligations under this RFP will belong to and shall remain a property of the bidder or its licensor, except under the condition when LIC has taken possession of the software through its rights bestowed upon by the Escrow arrangement.

iv. Liability of the successful bidder

The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project.

The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

v. IPR Warranty

The Vendor will warrant that:

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

vi. Rights in Vendor's Pre-existing IPR

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

## **22. Indemnity**

- a) Subject to Clause (b) below, Vendor will undertake to indemnify LIC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including LIC) attributable to the Vendor's negligence or willful default in performance or non-performance under the contract. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, trade secret or Indian patents of any third party, Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:
  - i. LIC's misuse or modification of the service;
  - ii. LIC's failure to use corrections or enhancements made available by the Vendor;
  - iii. LIC's use of the Service in combination with any product or information not owned or developed by Vendor; or
  - iv. Information, direction, specification or materials provided by LIC or any third party contracted to it.

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

- i. Procure the right for LIC to continue using it,
- ii. Replace it with a non-infringing equivalent,
- iii. Modify it to make it non-infringing.

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

b) The indemnities set out in Clause (a) shall be subject to the following conditions:

- i. LIC as promptly as practicable informs the Vendor in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii. LIC will, at the cost of the Vendor, give the Vendor all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
- iii. If the Vendor does not assume full control over the defence of a claim as provided in this Article, the Vendor may participate in such defence at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the vendor;
- iv. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Vendor;
- v. All settlements of claims subject to indemnification under this Clause will:
  - Be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
  - Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vi. LIC will account to the Vendor for all awards, settlements, damages and costs (if any) finally awarded in favour of LIC which are to be paid to it in connection with any such claim or proceedings;
- vii. LIC will take steps that the Vendor may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii. In the event that the Vendor is obligated to indemnify LIC pursuant to this clause, the Vendor will, upon payment of such Indemnity in full, be subrogated to all rights and defences of LIC with respect to the claims to which such indemnification relates; and
- ix. If a Party makes a claim under the indemnity set out under Clause 4.11 (a) above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

### **23. Rights reserved by LIC**

- a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC will reserve the right to debar the Bidder from participating in future RFP's floated during the empanelment period and/ or servicing of hardware for a period to be decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.
- b) LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFP's, at any time prior to award of agreement without assigning any reason what so ever and without thereby incurring any liability to the affected Vendor(s). Reasons for cancellation will be determined by LIC at its sole discretion.
- c) LIC also reserves the right to call for open RFPs for Hardware equipment/services/ other requirements, if deemed necessary.
- d) During the empanelment period, certain situations may arise which are not envisaged in this RFP. LIC will take a considered decision in the matter in the best interest of the LIC. The decision of LIC in all such matters will be final and binding on all the

Empanelled Vendors. This also applies to dispute over interpretation of clauses in the RFP.

- e) LIC reserves the sole right to decide on the hardware configuration and the quantity thereof to be ordered as also the locations for purchase of computer systems, Software and/ or peripherals and / or the terms and conditions of Annual Maintenance Contract (AMC) / terms and conditions in individual RFPs during the empanelment period.
- f) LIC may terminate the agreement if it determines at any time that Empanelled Vendors or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that agreement, without the concerned Vendors having taken timely and appropriate action satisfactory to the LIC to remedy the situation.
- g) LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.

#### **24. Information Security related Conditions of LIC:**

The bidders/vendors selected post empanelment, will have to comply with LIC's Information Security (IS) Security Policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder.

##### **I) Some of the key areas are as under:**

- a) Responsibilities for data and application privacy and confidentiality;
- b) Responsibilities for system and software access control and administration;
- c) Custodial responsibilities for data, software, hardware and other assets of LIC being managed by or assigned to the Vendor;
- d) Physical Security of the facilities;
- e) Physical and logical separation from other customers of the Vendor;
- f) Incident response and reporting procedures;
- g) Password Policy;
- h) Access Management Policy;
- i) Acceptable Usage Policy (Authentication and Identity Management, Authorization and Access Control);
- j) Data Encryption / Protection requirements of LIC;
- k) Cyber Security Policy;
- l) Auditing;
- m) In general, confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured;
- n) Responsibilities in carrying out background verification of personnel deployed from vendor side regularly and submit the report as and when needed by LIC.

##### **II) Right to Audit:**

- i. The selected vendor shall agree to get itself annually audited by external empanelled Auditors appointed by LIC/ inspecting official from the IRDAI or any regulatory authority, covering the risk parameters finalized by LIC/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to LIC and the vendor shall submit such certification by such Auditors to LIC. The vendor and or his / their outsourced agents /sub – contractors (if allowed by LIC) shall facilitate the same. LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all

relevant information, records/data to them. All costs for such audit shall be borne by LIC.

- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by LIC or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to LIC regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies were observed. All costs for such audit shall be borne by the service provider/vendor. However, the travel and stay cost for LIC officials will be borne by LIC.
- iii. Service Provider further agrees that whenever required by LIC, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the LIC/ IRDAI and or any regulatory authority required for conducting the audit. LIC reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) & findings made on the Service Provider in conjunction with the services provided to LIC

## **25. Survival**

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

- i. Intellectual Property Rights;
- ii. Indemnity;
- iii. Insurance;
- iv. Confidentiality and privacy;
- v. Protection of personal information;
- vi. Security;
- vii. Audit and access;
- viii. Knowledge transfer
- ix. Warranty

## **26. Severability**

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as closely as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

## **27. Change in Constitution**

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

## **28. Ambiguities within the Document**

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

- a) as between two clauses of this RFP, the provisions of a specific clause relevant to the issue under consideration shall prevail over those in a general clause;
- b) as between the provisions of this RFP and its Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures; and
- c) as between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail;
- d) as between any value written in numerals and that in words, the value in words shall prevail.

**Executive Director (IT/Digital Transformation)**

## I. Annexures

### Annexure I: LIC Bank Account Details

#### For Bid Processing Fees:

Bank Name	Union Bank of India [Erstwhile Corporation Bank]
Bank Address	Unit 4C, Ground Floor, Mittal Court Premise, Opposite Vidhan Bhavan, Nariman Point, Mumbai.
Title of Bank Account	Life Insurance Corporation of India
Type of Bank Account	Current
Bank Account Number	510101006085031
IFSC	UBIN0902217

#### For Bank Guarantee:

Bank Name	Kotak Mahindra Bank
Bank Address	5 C/II, Ground Floor, Mittal Court, 224, Nariman Point, Mumbai - 400021
Title of Bank Account	Life Insurance Corporation of India
Type of Bank Account	Current
Bank Account Number	7311115782
IFSC	KKBK0000958
MICR Code	400485002



## Annexure II: Company Profile

**RFP Ref: LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024**

(To be submitted on Rs. 500 stamp paper by the Vendor and the Authorized Signatory should initial each page.)

<b>1</b>	<b>Name of the Company</b>			
<b>2</b>	<b>Whether OEM, System Integrator</b>			
<b>3</b>	<b>Company Registered as [Public Limited/ Private Limited/ Partnership]</b>			
<b>4</b>	<b>Date of Incorporation</b>			
<b>5</b>	<b>Address of Corporate/ Registered Office</b>			
	Line 1			
	Line 2			
	Name Of City			
	State			
	Postal Code			
	Email id			
	Phone no.			
<b>6</b>	<b>GST Registration No. and Date of Registration</b>			
<b>7</b>	<b>Names of the States for which the bidder has GST Registration No. (including all Billing offices) (Attach registration Certificates).</b>			
<b>9</b>	<b>PAN No. ( Attach certified copy of PAN)</b>			
<b>10</b>	<b>Turnover of the Company (in Crores):</b>			
	<b>Financial Year:</b>			
	2023-24			
	2022-23			
	2021-22			
	2020-21			
	2019-20			
	<b>Please state the year from which in Hardware Supply and Service business</b>			
<b>12</b>	<b>EBITDA of the Company (in Crores):</b>			
	<b>Financial Year:</b>			
	2023-24			
	2022-23			
	2021-22			
	2020-21			
	2019-20			
<b>13</b>	<b>Details of the top three Customers to whom hardware supplied and serviced</b>	<b>Customer 1</b>	<b>Customer 2</b>	<b>Customer 3</b>
	Name of the Customer			
	Name of the Contact Person			
	Contact number			
	Total Number of machines supplied and serviced			
	Type of Hardware Supplied and Serviced			
	PO value/AMC Revenue earned			

14	<b>Details of Projects undertaken</b> <b>Information of the Projects/ PO's procured in any two out of last five Financial years:</b> (Multiple Purchase Orders with minimum value of Rs. 20 lakhs in the same year can be clubbed.). Additional rows may be added, wherever required. <b>POs of Rs. 15 Crores or more in any 3 years out of the last 5 Financial Years for supply, installation and maintenance of computer hardware/ peripherals</b>					
	<b>Financial Year</b>	<b>Names of the clients</b>	<b>Name and contact details of Sr. officer representing the client for the purpose of reference</b>	<b>Approximate Computer Hardware Order Value (in Rupees) Crores</b>	<b>Whether the Project has been successfully executed as on date of bid submission (Please provide Date of completion of the Project)</b>	
	2023-24	1				
		2				
	2022-23	1				
		2				
	2021-22	1				
		2				
	2020-21	1				
		2				
	2019-20	1				
		2				
	15	<b>Details of Centralized Service Delivery Centre (CSDC)</b>				
		Address of the CSDC				
	Whether own or Service Partner's?					
	Is 24 x 7 support available from CSDC (Y/N)					
	Is L3 level support available from CSDC (Y/N)					
	Toll Free No of CSDC					
	e-mail Id of CSDC					
	Website URL of CSDC					
16	<b>Total Number of Engineers on the bidder's roll</b>					
17	<b>Bidder's Address for communication :</b>					
	Line 1					
	Line 2					
	Name Of City					
	State					
	Email id					
	Phone no./ FAX no.					
18	<b>Bank Details</b>					
	Name of Bank					
	Branch					
	MICR Code					
	Type of A/C					
	Account No.					
	IFSC Code					
19	<b>Bidder's Official Web Site (URL)</b>					
20	<b>ISO Certifications</b>					
	ISO 9001:2008 certificate enclosed (Yes/No)					
	ISO 14000 certificate enclosed (Yes/No)					
	ISO 20000 certificate enclosed (Yes/No)					
21	<b>Any other relevant information not</b>					

	<b>covered in the above points :</b>	
<b>22</b>	<b>We hereby confirm that we, M/s _____ have not been debarred by LIC, as on date of submission of the bid.</b>	
<b>Enclosures:</b>		
a) GST Registration Certificates and Certificate of Incorporation, Profit & Loss Statement, Audited Balance Sheet, and latest IT Returns etc are to be duly signed/ attested by the authorities mentioned in the Tender.		
b) Attested Copies of the Purchase Orders or Certificate from customers.		
c) Power of Attorney or the copy of the Board Resolution appointing the Authorized Signatory for the Tender.		
d) Cancelled cheque of the Bank Account.		

### **Annexure III: Pre Contract Integrity Pact**

**(To be submitted on a stamp paper of Rs. 500 by the Bidder)**

#### **General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....2019. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at “Yogakshema” Jeevan Bima Marg Mumbai 400021. (here in after 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, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 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.

## **Commitments of BIDDERS**

- 3.** The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 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 disfavor 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 cartelisation 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 may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

## **6. Independent Monitors:**

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

Name and address of the Monitor:

1. Shri Arun Chandra Verma, IPS (Retd.)  
Flat No. C – 1204, Amrapali Platinum Complex,  
Sector - 119, NOIDA, Uttar Pradesh  
Email address: [acverma1@gmail.com](mailto:acverma1@gmail.com)  
Mobile No. – (+91) 8130386387

**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 (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, LIC 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 LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

#### **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 BIDDERS 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	Name of the Officer:
CEO:	Designation		
Deptt./			

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 IV: Bank Guarantee (EMD)**

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 (Supplier’s Name & Address) \_\_\_\_\_ (hereinafter referred to as the “Supplier”).

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

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

This Bank Guarantee will be valid for a period up to \_\_\_\_\_ (for a period of 18 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 Supplier.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2022

**Sealed & Signed by the Bank**

**Annexure V:** Location wise details for Supply and Service of Computer Systems/ peripherals of Bidder.

**RFP Ref: LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024**

<b>Details for Service and maintenance of Computer Systems and/or peripherals</b>						
State	Name of the city	Financial year	Name of the client/s	Number of locations where hardware is supplied and serviced	Details of the type of hardware supplied and serviced	Purchase Order value
Andhra Pradesh						
Arunachal Pradesh						
Assam						
Bihar						
Chhattisgarh						
Goa						
Gujarat						
Haryana						
Himachal Pradesh						
Jammu and Kashmir						
Jharkhand						
Karnataka						
Kerala						
Madhya Pradesh						
Maharashtra						
Manipur						
Meghalaya						
Mizoram						
Nagaland						
Orissa						
Punjab						
Rajasthan						
Sikkim						
Tamil Nadu						
Telangana						
Tripura						
Uttar Pradesh						
Uttarakhand						
West Bengal						

**Annexure VI: Location details of Offices/ Service Centers of Bidder**

**RFP Ref: LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024**

State	Own Office/ Rented Office	Address of the Office	Name and contact details of the contact person	No. of engineers available at the center	Details of the type of equipment serviced
Andhra Pradesh					
Arunachal Pradesh					
Assam					
Bihar					
Chhattisgarh					
Goa					
Gujarat					
Haryana					
Himachal Pradesh					
Jammu and Kashmir					
Jharkhand					
Karnataka					
Kerala					
Madhya Pradesh					
Maharashtra					
Manipur					
Meghalaya					
Mizoram					
Nagaland					
Orissa					
Punjab					
Rajasthan					
Sikkim					
Tamil Nadu					
Telangana					
Tripura					
Uttar Pradesh					
Uttarakhand					
West Bengal					

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_**

**Signature of the Authorized Signatory**

**Name:**

**Designation:**

**Name & Address of the company:**

**Seal of the Company**



## **Annexure VII: Undertaking for supply of technically qualified model**

The Executive Director (IT/Digital Transformation)  
Life Insurance Corporation of India  
Jeevan Seva Annexe 2<sup>nd</sup> floor, SV Road  
Santacruz West, Mumbai - 400054

Dear Sir/Madam,

With reference to the **RFP REF: LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024** and intimation received regarding disqualification of our quoted model \_\_\_\_\_, we hereby undertake to unconditionally abide by the relevant clause of the RFP.

Further, we undertake that, if we are selected as vendor for supply, we shall supply the technically qualified model for that hardware category at the **L1 price** as declared by LIC, in the place of our quoted model \_\_\_\_\_, which is intimated by LIC as technically disqualified.

We also undertake to submit the MAF for the new model within five days from the date of intimation.

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_**

### **Signature of Authorized Signatory**

**Name:**

**Designation:**

**Name & Address of the company:**

**Seal of the Company**

## **Annexure VIII: Undertaking by the Bidder for ISO Certifications**

**RFP Ref: LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024**

We hereby give an undertaking that we shall supply to LIC of India, only those Computer Systems and/ or Peripherals which are manufactured in a factory having ISO 9001:2015 and ISO 14000 certifications.

We further give an undertaking that we will ensure that all the ISO Certification continues to be valid during the entire period of the contract.

**Signature of the Authorized Signatory**

**Name:**

**Designation:**

**Name & Address of the company:**

**Seal of the Company**

## **Annexure IX: Declaration Pertaining to Land Border Clause**

The Executive Director (IT/Digital Transformation)  
Life Insurance Corporation of India  
Jeevan Seva Annexe 2<sup>nd</sup> floor, SV Road  
Santacruz West, Mumbai - 400054

**Subject: RFP for Laser/ Inkjet Printers, MFPs, Scanners 2022-23. Ref: RFP Ref:  
LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024**

Dear Sir/Madam,

I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. I certify that this bidder/OEM is not from such a country or, if from such a country, has been registered with the competent authority; I certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]”

Authorized Signatory of the Bidder  
(with stamp or digital signature)

Name:  
Designation:

Place:  
Date:

## **Annexure X: Undertaking for Warranty**

**(To be submitted on a stamp paper of Rs. 500 by the Bidder)**

**RFP Ref: LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024**

The Executive Director (IT/Digital Transformation)  
Life Insurance Corporation of India  
Jeevan Seva Annexe 2<sup>nd</sup> floor, SV Road  
Santacruz West, Mumbai - 400054

Dear Sir/Madam,

We hereby accept all the terms and conditions of the RFP and extend complete warranty for the hardware for a period of three years from the date of installation. We further give an undertaking that after the hardware supplied comes out of warranty, if LIC requires, we shall take up AMC of the hardware and renew the performance bank guarantee as per the terms and conditions stated in the RFP document.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Authorized Signatory

Signature of the authorized official

**Name:**

**Designation:**

**Name & Address of the company:**

**Seal of the Company**

**Annexure XI: Manufacturer’s Authorization Form (MAF)**

(\*To be submitted on Company (OEM)’s letterhead)

The Executive Director (IT/Digital Transformation)  
Life Insurance Corporation of India  
Jeevan Seva Annexe 2<sup>nd</sup> floor, SV Road  
Santacruz West, Mumbai - 400054

Dear Sir/Madam,

**Manufacturer’s Authorization Form (MAF) for Laser Printers, MFPs, Scanners**

**RFP Ref: LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024**

We, M/s \_\_\_\_\_ who are established and reputed manufacturers of \_\_\_\_\_ having factories/Depot at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of bidder) to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

We hereby extend our commitment/ standard guarantee and comprehensive warranty as per terms and conditions of the above referred RFP and the contract for our equipment quoted/ services offered against this RFP with \_\_\_\_\_.

We also extend our back to back service support and assurance for availability of our equipment, components and consumables as per terms and conditions of the RFP, to M/s \_\_\_\_\_ for a period up to 31st December 2031.

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_**

**Signature of the Company Secretary**

**Name:**

**Designation:**

**Name & Address of the company:**

**Seal of the Company:**

**Annexure XII: Declaration from Printer OEM for Print Capacity**

**RFP Ref: LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024**

This has reference to our model \_\_\_\_\_ (Name/ No. of the model) quoted by M/s \_\_\_\_\_ (Name of the Vendor), under the above referred RFP.

We give below the details of print capacity, Part code and price of the Regular cartridge in the table below.

Hardware Category	
Make	
Model	
Part Code of the Regular Toner/Cartridges	
Print Capacity/Yield of the Regular Toner/Cartridges	
Price of the regular toner/Cartridge (MRP)	

We also confirm that the Regular toner/ Cartridge only will be supplied with the Printers under this RFP.

In case of any deviation in the Print capacity/ Yield of the Toner/ Cartridge as per the RFP terms and conditions after supply is informed by any of the LIC offices, we hereby give an undertaking that we shall supply a new toner/ cartridge of correct or higher capacity within three days from the date of complaint.

We also confirm that the original print cartridges will be available for supply with our authorized dealers supplying the above print cartridges.

Place:

Date:

Authorized signatory (OEM)

Name:

Designation:

Seal

Countersigned by the Authorized Signatory (Bidder) :

Name:

Designation:

Seal

**Note: In case more than one model of same OEM is being quoted, separate declaration should be submitted for each such model.**

**Annexure XIII: Declaration for PVC/ BFR free Hardware items**

**RFP Ref: LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024**

This has reference to hardware being quoted / being supplied by us, under above referred RFP.

We hereby confirm that our model(s) \_\_\_\_\_ (mention model name/ number) quoted, under the category of Laser Printers/ MFPs/ Scanners of this RFP are PVC/ BFR free.

Place:

Date:

Authorized signatory (**OEM**)

Designation

Seal

Countersigned by the Authorized Signatory (**Bidder**)

Name

Designation

Seal



**Annexure XIV: Declaration and Certificate of Local Content:**

RFP Ref: **LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024**

**Model wise classification of Product Compliance Sheet:**

Description of Product	Make & Model	Classification along with percentage of Local Content (Class-I Local supplier/ Class-II Local supplier/ Non-Local supplier)

This is to certify that the above products are having the local content as per the table above.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revisions thereto.

Signature of Statutory Auditor/ Cost Auditor/  
Cost Accountant/Chartered Accountant

Name/Company:

Registration Number:

Seal

**Annexure XV: Performance Bank Guarantee (PBG)**

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 (Supplier’s Name & Address) \_\_\_\_\_ (hereinafter referred to as the “Supplier”).

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

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

This Bank Guarantee will be valid for a period up to \_\_\_\_\_ (for a period of 57 months (54 months and 3 months claim period) 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 Supplier.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Sealed & Signed by the Bank**

## **Annexure XVI: Non-Disclosure Agreement**

**(No deviations in wordings permitted)**

**(To be executed over Rs.500 Stamp/Franked paper & notarized)**

**RFP Ref: LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024**

This Non-disclosure Agreement (“NDA”) is made and entered into this \_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

BY AND BETWEEN

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

AND

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

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

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

WHEREAS,

the Respondent is aware that while responding to LIC’s Request For Proposal RFP REF: LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024, the Respondent may be gathering information on LIC’s Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., (“Proprietary Information”) indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

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

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

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

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

- Distribute or disclose to any other person any of the Confidential Information;
- Permit any other person to have access to the Confidential Information;
- Use the Confidential Information for any purpose other than the Permitted Use; or disclose to any other person

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

Without the written consent of LIC the Respondent or any of his consortium partners should not make public announcements/comments on any website/or issues any media statements about the LIC, RFP or RFP process.

The Respondent agrees to be responsible for any breach of this Agreement by its Representatives.

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

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

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

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

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

In the event that Respondent is required by law in any judicial or governmental proceeding to disclose any Confidential Information, the Respondent will give LIC prompt written notice of such request so that LIC may seek a protective order or appropriate remedy. If, in the absence of a protective order, Respondent determines, upon the advice of counsel, that it is

required to disclose such Confidential Information, it may disclose such Confidential Information only to the extent compelled to do so; provided, however, that the Respondent gives LIC written notice of the portion of Confidential Information to be disclosed as far in advance of the disclosure as is practicable and uses its best efforts, at its own expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.

No license expressed or implied in the Confidential Information is granted to Respondent other than to use the information in the manner as is permitted in RFP or by LIC. Respondent agree that Confidential Information is and shall at all times remain the property of LIC. Respondent acknowledge that the Confidential Information is confidential and material to the interests, business and affairs of LIC and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of LIC. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the party's intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of LIC and shall be returned upon written request or upon the Respondent's determination that it no longer has a need for such information. Use of such property or 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.

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

This NDA constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto. No amendment or modification of this NDA shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized officers or representatives.

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

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

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

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

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

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

Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator with mutual

consent. The place of arbitration shall be Mumbai, India and the arbitration proceedings shall take place in the English language.

IN WITNESS WHEREOF, the Respondent has caused this Agreement to be executed as of the date set forth above.

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

Authorized Signatory

Name:

Designation:

Office Seal:



## **Annexure-XVII- Online Tendering Guidelines**

### **Information and Instruction to the Bidders for using ONLINE ELECTRONIC TENDERING SYSTEM (e-TS)**

Special Conditions & instructions for using online Electronic Tendering System (eTS) through portal (website) <http://www.tenderwizard.com/LIC> adopted by Life Insurance Corporation of India (LIC), Central Office, Mumbai as given in the subsequent pages will over-rule the conditions stated in the Bid documents, wherever relevant and applicable.

- **Registration of the Contractors/Bidders:** All the Contractors intending to participate in the Bids floated online using Electronic Tendering System (eTS) are required to get registered on the e-Tender Portal (website) <http://www.tenderwizard.com/LIC>

After successful Registration on the above mentioned portal, the bidder will get a User ID and Password to access the website.

- **Viewing of Online Tenders:** The contractors/bidders can view tenders floated on online Electronic Tendering System (eTS) hereinafter referred as “e-Tendering System” through portal (website) at <http://www.tenderwizard.com/LIC>. They can view the details like Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download through, they need to login on to the above portal and can download the tender documents of an e-Tender.
- **Key Dates:** The contractors/bidders can view the Online Scheduled dates of e-tendering System (time schedule) hereinafter referred as “Key Dates” for all the tenders floated using the online electronic tendering system on above mentioned portal (website) <http://www.tenderwizard.com/LIC>

The bidders are strictly advised to follow dates and time as mentioned in Key Dates of a particular Bid/tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule (Key Dates) to continue their participation in the Bid/tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined.

The bidder should ensure that the status of a particular stage should be shown as “Completed” before the expiry date and time of that particular stage and they should possess a copy of receipt of completion of each stage to be performed from their end which should match with the status with their offer on online portal. It will be the sole responsibility of the bidder if the status of a particular stage is “Pending” till the expiry date and time of that stage and he is not able to proceed further in the e-Tendering process. The Key dates are subject to change in case of any corrigendum / amendment in schedule due to any reason stated by the Department.

#### **Obtaining a Digital Certificate and its Usage:**

- On e-Tendering System, the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.
- The contractors may obtain Class III digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities on the

portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic Tendering System (ETS):

**E-Tender helpdesk**

<b>Address</b>	Antares Systems Limited, "Honganasu", #137/3, Bangalore Mysore Road, Opp. KMS Coach Builders, Kengeri, Bangalore – 560 060
<b>Email</b>	lokesh.hr@antaressystems.com

**Help Desk Contact Details:**

<b>E-mail&amp; Mobile Numbers:</b> sushant.sp@antaressystems.com - +91 9731468511 lokesh.hr@antaressystems.com - +91 9686115304
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- The Bid (Online Offer) for a particular e - Tender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission. In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.
- In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of agency for LIC of India, Central Office, Mumbai as per Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an "Authorization Certificate for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.
- The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- Bidders participating in e-tendering shall check his/ her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website) through <http://www.tenderwizard.com/LIC>.

**Submission of Bid Processing fees: (When Applicable)**

- Bid Processing Fee as mentioned must be deposited through online NEFT/RTGS to Account of "Life Insurance Corporation of India". The bank details are given in Annexure-VII. The details of the transaction viz. scanned copy of the receipt of making transaction-UTR No and date of Transaction is required to be uploaded on e-procurement website at the time of "final online bid submission".
- The scanned copy of the receipt of making transaction-UTR No and date of Transaction is required to be uploaded mandatorily during "Bid Hash Submission" stage (as per the due date mentioned in Key Dates of e-Tender on or before the due date mentioned in

Key Dates of respective e-Tender, otherwise your Tender will not be scrutinized.

- If the tenders are cancelled or recalled on any grounds, the bid processing fees will not be refunded to the agency.

**Submission of Earnest Money Deposit: (When applicable)**

- Contractors have to deposit EMD of required amount in the form of BANK GUARANTEE of any of the Nationalized / Scheduled Banks drawn in the favour of the “Life Insurance Corporation of India” payable at “Mumbai” only, and not in the favour of any other Authority or Location.
- A scanned copy of Bank Guarantee against EMD should be uploaded mandatorily alongwith Bid submission stage (as per the Key Dates mentioned in e-Tender and Tender document) and original Bank Guarantee(B.G) should be submitted to the Executive Director, IT/Digital Transformation Department, Central office, Jeevan Seva Annexe 2<sup>nd</sup> Floor, SV Road, Santacruz West, Mumbai - 400054 in the sealed envelope within the time & date as mentioned in Key Dates of e-Tender, otherwise your BID will not be evaluated/ scrutinized.

**Tender Download:**

- The Eligible Bidders can download the Tender Document online from above e - Tendering Portal <http://www.tenderwizard.com/LIC> before the Tender closing date & time mentioned in the e-Tender floated.

**Submission of online bids:**

**(These may be clarified from M/s Antares (Tenderwizard) as required)**

- The bidders are required to prepare their bids on online e-Tendering Portal as mentioned above. During bid preparation, the bidders have to send their Public Key of DSC hence they are advised to procure DSCs at earliest to participate in the e- Tender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also, bidders are required to scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) and digital sign the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. They should view and note down or take a printout the Bid Hash submitted and ensure that it matches during “Re- Encryption of Bids” stage. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.
- **Generation of Super Hash:** After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "Digitally signed tender Super-Hash" will be generated by concerned LIC Department official. This is equivalent to sealing the tender box.
- **Re-Encryption of Bids:** Once the Generation of Super Hash stage is completed the Contractors/bidders have to decrypt their bids as they are in encrypted mode by their DSC and re-encrypt with Department user’s Public Key which will be included in the e-Tender. During this process they need use their DSC for decryption of Bids and signing of Bid Hash once again for security. The electronic bids of only those Contractors/bidders who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Contractor who does not submit his bid seal (hash) within the stipulated time will not be allowed to submit his bid (Re-Encryption). This stage could be considered as transfer of control to LIC Department user.
- Pre-bid discussion with all applicants as per key dates to clarify doubts of potential bidders in respect of this RFP. Any prospective bidder may, in writing seek clarification

in respect of the bidding documents, However, last date of submitting clarification request shall be 2 (two) days before the schedule Pre-bid meeting

**Opening of Tender (Electronic offers):**

- a. Eligibility and Technical Bid shall be opened on the mentioned dates.
- b. The date of opening of the Indicative Commercial Bid shall be intimated to the Eligible Bidders.

## **Annexure-XVIII - Business Rules, terms & conditions of Online Reverse Auction**

### **Reverse Auction Terms and Conditions**

#### **A. Introduction:**

Consequent to the release of **RFP for Supply, Installation and Servicing of Laser/ Inkjet Printers, MFPs, Scanners [RFP Ref: LIC/CO/IT-BPR/HW/2024-25/05 Dated: 18.10.2024]** and the evaluation of the Eligibility and Technical Criteria of the bidders and opening of Commercial Bids of eligible bidders, Online Reverse Auction will be carried out among the Bidders who are found eligible for ORA, by providing opportunity to the Bidders to quote the price dynamically for the said RFP.

#### **Online Reverse Auction Price Basis:**

Pricing basis shall be as per the RFP.

The objective of the ORA is to derive the lowest price, i.e. the Total Cost of Ownership (TCO) for the project.

#### **B. Definitions:**

- 1) "LIC" means Life Insurance Corporation of India.
- 2) "Service Provider" means the third party, Antares Systems Limited. which has been selected by the Life Insurance Corporation of India for conducting the Online Reverse Auction.
- 3) "Bidder" means the eligible bidder participating in the Online Reverse Auction.
- 4) "L1" means the Bidder who has quoted prices with lowest TCO in the Online Reverse Auction process.
- 5) "L2" means the Bidder who has quoted prices with second lowest TCO in the Online Reverse Auction process.
- 6) "L3" means the Bidder who has quoted prices with second lowest TCO in the Online Reverse Auction process.
- 7) "Current Lowest Bid" means the bid of L1 bidder at a particular time.

#### **C. Eligibility of Bidders to participate in Online Reverse Auction:**

- 1) Bidders, who have qualified as per the Terms and Conditions of the RFP and accept the Business Rules, Terms and Conditions of the Online Reverse Auction and submit an undertaking, can only participate in Online Reverse Auction. Bidders not submitting the undertaking or submitting with deviations/ amendments thereto will be disqualified from further evaluation/ participation in the process of this procurement.
- 2) Bidders should ensure that they have valid class 2 or class 3 Digital Certificate well in advance, to participate in the Online Reverse Auction. LIC and/ or Service Provider will not be responsible in case any bidder could not participate in the Online Reverse Auction due to non-availability of valid digital certificate.

#### **D. Bidding Currency:**

Bidding will be conducted in Indian Rupees (INR). All bidders are required to quote the Total price only.

#### **E. Base Price and Decrement Bid Value:**

1. Opening Base Price for Online Reverse Auction will be available to the bidders on their bidding screen at the start of the Reverse Auction.

2. The bidders must start with an amount equal to or lower than the Opening Base Price. Any subsequent bid modification should be allowed only when the quoted price is lower than the earlier one quoted by the respective bidder.
  3. The minimum bid decrement shall be available to the Bidders at the start of the auction. The bidder can bid lower than the last bid amount a decrement, which shall either be the minimum allowed bid decrement/ multiple of the minimum bid decrement resulting in a bid which is lower than the current lowest bid.
- F. Conduct of Online Reverse Auction event:
1. Online Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by LIC.
  2. Service Provider will make all necessary arrangement for fair and transparent conduct of Online Reverse Auction like hosting the web portal, imparting training to eligible Bidders, etc., and finally conduct of Online Reverse Auction.
  3. Bidders will be participating in Online Reverse Auction event from their own office/ place of their choice. Internet connectivity and other paraphernalia shall have to be ensured by the bidders themselves.
  4. Bidders are advised to make all the necessary arrangements/ alternatives such as back-up power supply, etc. so that they are able to circumvent any untoward situation and still be able to participate in the Online Reverse Auction successfully. However, the bidders are requested to not wait till the last moment to quote their bids to avoid problems. Failure of internet connection, power at the premises of bidders during the Online Reverse Auction cannot be the cause for not participating in the Online Reverse Auction. On account of this, the time for the auction shall not be extended and LIC is not responsible for such eventualities.
  5. LIC and/ or Service Provider will not have any liability to the bidders for any interruption or delay in access to the site of Online Reverse Auction, irrespective of the cause.
  6. For making the process of Online Reverse Auction and its result legally binding on the participating Bidders, the Service Provider will enter into an agreement with each eligible Bidder, before the start of the Online Reverse Auction event. Without this, Bidder will not be eligible to participate in the event..
  7. Bidders' name will be masked in the Online Reverse Auction screen and will be given random dummy names by the Service Provider.
  8. Bidder/ his authorized representative will be given a unique login id and password by the Service Provider. Bidder/ his authorized representative will change the password after the receipt of initial password from the Service Provider to ensure confidentiality. All bids made from the login id given to a bidder will be deemed to have been made by the concerned bidder/ his company. Only one login id will be provided to each bidder.
  9. Online Reverse Auction will be conducted as per English Reverse Auction with no tie, where more than one bidder cannot have identical bid price.
  10. Once a bid is made by a bidder through his registered login id, the same cannot be cancelled. The Bidder is bound to supply the requisite product/ service under the RFP at the bid price quoted by the bidder in the Online Reverse Auction.
  11. If a Bidder places a bid price in last 5 minutes before closing of the Online Reverse Auction, the auction period shall get extended automatically for another 5 minutes. In case a bidder places another quote within the next 5 minutes, the auction period shall extend for another 5 minutes. These further extensions of 5 minutes each shall

continue till such scenario when there is no bid during the 5 minutes extension. In case there is no bid in the last 5 minutes of closing of Online Reverse Auction, the auction shall get closed automatically without any extension.

12. The time period of Online Reverse Auction and extension time are subject to change and will be advised to eligible bidders before the start of the Online Reverse Auction event.
13. Bidder will be able to view the following on their screen along with the necessary fields in Online Reverse Auction:
  - Opening Price
  - Current lowest bid in the auction
  - Last bid price placed by the respective bidder.

Sample screen is shown below (**Figures mentioned below are for illustration only and may be used during the bidder training process**)

Item	Bid Category	Opening Price	Bidder Price (INR)	Minimum Decrement Value (INR)
A	Opening Base Price	5,00,000	-	1000 <i>(Non-Editable values)</i>
B	Current Lowest Bid	4,80,000		1000 <i>(Non-Editable values)</i>
	Bidder's Quotes			
C	Quote for <b>RFP for Supply, Implementation and Maintenance of Power Saving Solution for Desktops.</b>		4,60,000	1000 <i>(Non-Editable values)</i>
D	Footnote: <b>ORA will be conducted for Total Cost of Operations (TCO)</b> <i>All Prices are excluding GST.</i> <i>Only lowest Quote among all bidders shall be shown during the bidding.</i> <i><u>Bidding in the last minutes and seconds should be avoided in the bidder's own interest. Neither the Service Provider nor LIC of India will be responsible for any lapses/ failure on the part of the bidder, in such cases.</u></i>			

**Please note that the above footnote in RED will appear in full below the bidding screen.**

- During Online Reverse Auction, if no bid price is received within the specified time, LIC, at its discretion, may decide to scrap or re-conduct the Online Reverse Auction process.
- The actual value of Opening Base Price under item "A" shall be informed to the e-procurement Vendor on the day of the bidding process at least one hour before the scheduled time of the start of the bidding process.

**G. Conclusion of Online Reverse Auction Process**

1. At the end of Online Reverse Auction event, the Service Provider will provide LIC with all the necessary details of the bid prices and reports of Online Reverse Auction.
2. Upon receipt of the above information from the Service Provider, LIC will evaluate the same and will decide the successful bidder.
3. All participating bidders have to submit the duly filled-in and signed format



confirming the lowest price quoted in the Reverse Auction by email to LIC within 24 hours of Online Reverse Auction without fail. The Original signed document should be submitted in person to LIC before 5:00 pm the next working day.

4. Any variation between the Online Reverse Auction bid price and the signed document will be considered as sabotaging the tender process and will invite disqualification of the bidder from conducting business with LIC.
5. The successful Bidder is bound to supply/ execute the deliverables as per the scope of work defined in the RFP at their final lowest bid price of Online Reverse Auction. In case of backing out from the reverse auction process or not agreeing to supply as per the rates quoted, LIC will take appropriate action against such bidder and may blacklist/ debar him from participating in any tenders in future.

H. Bidder's Obligation:

1. Bidder will not involve himself or any of his representatives in price manipulation of any kind directly or indirectly with other suppliers/ bidders.
2. Bidder will not divulge either his bid details or any other details of LIC to any other party without written permission from LIC.

I. Change in Business Rules, Terms & Conditions of Online Reverse Auction:

1. LIC reserves the right to modify/ withdraw any of the Business Rules, Terms & Conditions of Online Reverse Auction at any point of time.
2. Modifications of Business Rules, Terms & Conditions of Online Reverse Auction will be conveyed through email immediately.
3. Modifications, if any, made during the running of Online Reverse Auction event will be advised to participating bidders immediately.

## **Annexure XVIII: Format of Agreement**

**(To be signed by the selected vendor with LIC)**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between

**LIFE INSURANCE CORPORATION OF INDIA**, a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (Act 31 of the LIC Act, 1956) and having its Central Office at “Yogakshema”, JB Marg, Mumbai - 400021, (*hereinafter referred to as “LIC” and shall include its successors or permitted assigns*) of the First Part,

and

\_\_\_\_\_ a company registered under the Indian Companies Act, 1956, having its registered office at \_\_\_\_\_, (*hereinafter referred to as “the vendor” and shall include its heirs, successors or permitted assigns*) of the Second Part

LIC and \_\_\_\_\_ are hereinafter individually referred to as “Party” and collectively as “Parties”)

WITNESSETH:

WHEREAS

- A. LIC had issued a Request for Proposal (hereinafter referred to as “RFP”) inviting bids from eligible bidders for “Request for Proposal for Supply of PCs and AIOs” bearing Reference **Ref: LIC/CO/IT-BPR/HW/2024-25/05 dated: 18.10.2024**, and subsequent clarifications/ corrigenda and addenda issued by LIC, for the purposes specified in the RFP.
- B. The vendor being desirous of taking up the project submitted their bid in response to the above referred RFP and for that purpose has submitted its eligibility, technical and commercial bids vide their proposal dated \_\_\_\_\_ and subsequent documents.
- C. LIC has evaluated the proposals submitted by the bidders and selected \_\_\_\_ as the supply vendor under the RFP.

NOW, THEREFORE, in consideration of the aforesaid premises, and mutual rights and obligations, it is proposed to enter into an Agreement, which shall set forth the mutually agreeable terms and conditions under which LIC shall procure from the vendor, and the vendor shall supply and/or provide to LIC, the services and deliverables for the said project.

NOW, THEREFORE, in conclusion of the foregoing and other good and valuable consideration, as well as the covenants and understanding hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows :

### **1. Project Reference Documents:**

The following documents shall be read as forming part of this Agreement:

- a) The Request for Proposal for **Supply, Installation and Servicing of Laser/ Inkjet Printers, MFPs, Scanners** RFP Ref: **LIC/CO/IT-BPR/HW/2024-25/05 dated 18.10.2024** and all Annexures.
- b) Clarification and any Corrigenda/ Addenda to the RFP
- c) Non-Disclosure Agreement submitted by Vendor \_\_\_\_\_.

### **2. Empanelment Duration, Scope of Work and Timelines:**

- a) The Empanelment will be valid upto 31.03.2027. LIC may, at its discretion, extend/ reduce the validity period of the empanelment for a maximum period of one year.

- b) LIC may also decide, at its discretion, to undertake a fresh empanelment exercise any time before the expiry of validity period.
- c) All existing RFPs and extension, if applicable/ Warranty, Annual Maintenance Contract (AMC), if any, will continue to be valid till the validity period of respective RFPs/ agreements/extension period, irrespective of this empanelment exercise.
- d) The scope of work and timelines will be as per the RFP and corrigenda and clarifications published by LIC.
- e) The vendor shall deliver all the requirements as specified in the RFP.

**3. Miscellaneous:**

- a) Neither party shall publicize nor disclose to any third party, without the consent of the other party, the terms and conditions of this Agreement, except as may be necessary to comply with any laws or other obligations in this Agreement.
- b) This Agreement together with the project reference documents as stated in paragraph number 1 constitutes the entire agreement between LIC and the vendor.
- c) No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by both the parties. Neither party's failure to exercise any of its rights under this Agreement shall constitute or be deemed a waiver or forfeiture of those rights.

“IN WITNESS WHEREOF” the party of the First part and party of the Second part have hereunto set and subscribed their hand and seals hereunto affixed the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

By \_\_\_\_\_

\_\_\_\_\_

Of the within named Life Insurance Corporation of India, The party of the first part above named

Dated at Mumbai, on the \_\_\_day of \_\_\_\_\_ 20\_\_.

In the presence of:

- 1)
- 2)

SIGNED, SEALED AND DELIVERED

By \_\_\_\_\_

The constituted and authorized representative of \_\_\_\_\_, the party of the second part above named

Dated at \_\_\_\_\_, on the \_\_\_day of \_\_\_\_\_ 20\_\_.

In the presence of:

- 1)
- 2)