

25th November 2021

To,

**The Supply and Servicing Vendors for Interactive Touch Screen Self Service KIOSKS.
Mumbai.**

Commercial quotes are invited for the procuring Interactive Touch Screen Self Service KIOSKS to be taken on rent as detailed in **Annexure-A** attached. The rates should be in Indian rupees.

TERMS & CONDITIONS

1. Order for rental will be placed by our Corporate Office at Mumbai and the KIOSKS will be delivered at Mumbai only. The bidder has to submit the Technical Brochures of the product in the form of hard copies with required information properly highlighted along with the submission of the Rental Quote. The KIOSKS will be taken on rent for twelve months.
2. The Product shall not be end of life for 12 months from the date of submission of Quotes.
3. Delivery and installation of the KIOSKS should be within 20 days from the date of placing of the Rental Order at the desired location in Mumbai. Installation of the KIOSKS is to be done at the LIC premises along with the installation of drivers of the connected peripherals. Decision of LIC in this matter will be final and will be updated to the Vendor from time to time.
4. The no of KIOSKS to be taken on rent may increase to a total quantity of 4 depending on the prevailing situations. However the current requirement is for only Quantity 2 KIOSKS.
5. Rental Quote should be inclusive of all taxes and exclusive of GST only which will be paid by us on production of valid rental invoice.
6. Rent Payment Terms: The rental period of the KIOSKS will be for a period of twelve months. The rent for the first month will be 80% rent on delivery of the KIOSKS and 20% rent payment on successful installation of the KIOSKS in the first month of delivery. After the first month the payment of rentals in the subsequent months will be 100% payable in advance at the beginning of each month only. There may be an extension in the rental period for 6 months after the twelve month period at the existing rental price which will be paid to the rental Vendor.
7. The formulation of the Evaluation criteria, the conduct of the evaluation of the responses to the Rental Quote and the subsequent selection of the successful bidder will be entirely at the discretion of LIC and its decision shall be final and no correspondence about the decision shall be entertained.
LIC may reject any of the quoted model without assigning any reason and LIC's decision in this matter will be final.
8. Maintenance Support and breakdown support for the maintenance of KIOSKS during the rental period will be provided by the rental Vendor at no additional cost to LIC.
9. Penalty for breakdown during the servicing period of one year and in the extension period thereafter is as under:

Chart of Penalties: SLAs during the Rental period is comprehensive covering all parts and peripherals of the KIOSK.	
Hardware Type	Per day Breakdown charges without any capping for any functional issues.
KIOSK	5% per day of the per monthly rental cost of each KIOSK

10. Duly signed bid in Annexure- A in a sealed envelope superscribed "Quote for the Rental of Qty 2, Interactive TOUCH Screen Self Service KIOSKS" should be submitted to:

**The Executive Director (IT/BPR),
LIC of India, Central Office, NEW PROJECTS Department,
Jeevan Seva Annexe building, 2nd floor,
SV Road, Santacruz (W), Mumbai – 400054**

not later than 5:00 p.m on 01/12/2021.

11. An NDA is to be executed by the Vendor as per the attached format on a Rs.100/- Stamp Paper.

The Vendors are requested to quote their most competitive rental prices.

EXECUTIVE DIRECTOR (IT/BPR)

Annexure –A: Techno-Commercial Rental Quote for the following Specifications of KIOSK

Product Specification		Technical Compliance (YES/NO) If not technically complied as per specifications then mention the details of the deviation or proposed specifications	Qty	Total Rental Quote (exclusive of GST) per month for 2 Interactive Touch Screen KIOSKs.
Usage/Application	Indoor			
Size/Dimension	21.48"x12.84"x1.58" or higher upto 24"			
Monitor Type	LED and Glass with ITO Coating			
Material	MILD STEEL FRAME WITH IMPORTED COATING			
Color	ANY COLOR			
Screen Size	21" to 24"			
Voltage	230			
Warranty	ONE YEAR			
CPU	Dual core higher processor, i3 Intel 4th gen onwards.			
Aspect Ratio	YES			
Ram	4 GB DDR4			
Processor	Dual core i3 6100U processor @2.3GHz or higher.			
Power	120 watt			
Brightness	250 nits			
HDD Storage	256 GB SSD			
Max Resolution	1920 x 1080			
Connectivity	HDMI, VGA, LAN port , USB HUB			
Memory	4 GB DDR4 RAM			
Humidity	90%			
Industrial Reliability	Industrial grade			
Mounting	Floor mount			
Multi Touch Point	Yes			
Response Time	5 millisecond			
Touch Screen	ir , capacitive			
Usb Ports	4			
Features	QMS			
Active Screen Area	20.81 to 23.81			
Audio	yes			

Available Applications	ANY			
Browser	ANY			
Buttons	NO			
Development Tools	NO			
Display	21" to 24"			
Electrical Safety	Yes			
Ethernet	Yes			
Front Camera	NO			
Integrated Scanner	NO			
Laser Safety	YES			
Operating Platform	FLOOR MOUNT			
Operating System	Windows			
Scanner Capability	YES			
Screen Resolution	1920 * 1080			
Video	NO			
Weight	65 Kg or lesser.			
Printing Facility	No			
Country of Origin	Made in India			
Minimum Order Quantity	2			
KIOSK Stand	42 " to 65"			

Non-Disclosure Agreement

(No deviations in wordings permitted)

(To be executed over Rs.100 Stamp/Franked paper & notarized)

Re: Rental of KIOSKs at LIC

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 for rental, 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 Rental Proposal, 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 proposal; 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 proposal for rent.

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 the proposal 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: