



**Tender Document for “Empanelment of Service providers for
E-Tender services (Reverse & Forward Auction)”**

**Life Insurance Corporation of India
Central Office, Mumbai**

Life Insurance Corporation of India

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Activity SCHEDULE		
	Activity	Details
1.	RFP/Bid Date	8th October 2010
2.	Bid Price	Rs. 1000/- by way of Demand Draft drawn on any nationalized Bank/scheduled bank, in favour of "Life Insurance Corporation of India", payable at Mumbai.
3	Address for Receipt/submission of Bid	The Executive Director(IT/BPR), LIC OF INDIA, CENTRAL OFFICE-IT DEPT, 3rd Floor, Jeevan Seva Annexe building, SV Road, Santacruz (W), Mumbai - 400 054 Fax: 022 - 22851915.
4.	BID SUBMISSION	BIDS TO BE SUBMITTED IN SINGLE ENVELOPE MARKED AS : _ "TECHNICAL BID for Empanelment of Service providers for E-Tender services (Reverse & Forward auction) FOR LIC".
5.	Pre-Bid Meeting	15th October 2010, 11.00 AM at the address given in point (3) above.
6.	Last date & time of submission	29th October 2010, 1:30 PM
7.	BID OPENING DATE, TIME & VENUE for Envelope	Date : 29 th October 2010, Time : 3:30 PM Address: LIC OF INDIA, CENTRAL OFFICE-IT DEPT, 3rd Floor, Jeevan Seva Annexe building, SV Road, Santacruz (W), Mumbai - 400 054
8.	Contact Details	Email ID: Etenderbid@licindia.com
9.	Official Website(URL)	http://www.licindia.in
<i><u>The Schedule is subject to change. Notice in writing of any changes will be provided wherever feasible.</u></i>		

1. INTRODUCTION:

Life Insurance Corporation of India (hereinafter referred to as "Corporation" or "LIC") is a major public sector enterprise having its Central Office at Mumbai and is the largest life insurer in India. LIC has been a pioneer in using information technology in enhancing the service experience of its customers.

2. Geographical Spread of LIC:

- Corporate Office: Mumbai
- Zonal Offices: 8 (Bhopal, Kolkata, Chennai, Hyderabad, Kanpur, Delhi, Mumbai, Patna)
- Zonal training Centres: 8 (Bhopal, Kolkata, Chennai, Hyderabad, Agra, Delhi, Pune and Jamshedpur)
- Management Development Centre: 1
- Divisional Offices: 111
- Pension & Group Superannuation offices: 72
- Branch Offices: More than 3000 branches/satellite offices all over the country

As on date, all offices of LIC are networked using leased lines, MPLS and VSAT.

2. OBJECTIVE:

LIC intends to issue this Bid Document, hereinafter called "Request for Proposal" or "RFP" to the bidders to participate in the empanelment process for facilitating e-tender services (with Reverse and forward auction). The requirements comprise of, but not limited to, the hardware, software, processes, certification, licencing, capability knowledge, connectivity, training and conducting e-tender services (with Reverse and forward auction) for online procurement / sale of items to achieve cost and time savings, increase the process efficiencies as well as transparency in the bidding process as well as its evaluation.

After completion of the technical evaluation of the tender, the bidders may be asked to demonstrate the capabilities of their solution at no cost to LIC.

Minimum Eligibility Criteria for bidders

1. The bidder should be:
 - A registered corporate in India, registered under the Companies act 1956 and should be registered under C. S. T. and/or have the sales tax registration in the state where the company has a registered office. The bidder should submit the valid sales tax/VAT registration certificate and Service Tax registration certificate.
 - OR
 - A company/statutory body owned by Central/State Govt.
2. The Bidder should have minimum 3 years of experience in providing e-tender services (with Reverse and forward auction) to Central/State Governments or Public sector Banks or PSUs in India. Bidder shall have experience of having successfully conducted at least 50 such e-tender services (with Reverse and forward auction) in last 3 years with at least 15 cases each for two such customers in last F.Y. 2009-2010. Documentary evidence of successful events must be furnished by the vendor.

The bidder so selected should have the proven capability to perform the entire scope of the assignment without outsourcing the same to any third party. The documentary evidence in respect of above would be essential. Technical bids not accompanied by documentary evidence may be subjected to rejection.

3. Bidder should submit a Non-disclosure and Confidentiality Agreement as per RFP terms and conditions (along with clarifications and modifications, if any) within 7 days of receipt of empanelment letter.
4. The Bidder should have the ability to provide support at locations desired by LIC.
5. The vendor shall have an ISO 9000 or ISO 27001 or equivalent or higher certification. In additions, product/services supplied should be customized as per LIC's business needs within time-frame decided by LIC. The bidder has to furnish the necessary documentary evidence and audited reports in support of the same.
6. The vendor shall have the necessary license for the product/ service/ system/ interface to be supplied/ provided over which the Bidder shall have complete Intellectual property rights.
7. The bidder should submit a forwarding letter agreeing unconditionally to all the terms and conditions (along with clarifications and modifications, if any) of this Bid Document.

BID TERMS AND CONDITIONS**A. Definitions:**

In this Tender document, the following terms shall be interpreted as indicated:

- i. The term "Bid" will mean this tender document.
- ii. The term "Contract" means the agreement entered into between the Corporation and the selected bidder in response to this tender and subsequent modification/clarification and any such or all attachment(s) and annexure(s) thereto and all documents incorporated by reference(s) therein. The contract also covers the terms & conditions and other points mentioned in the tender forms including the accepted deviations (if any).
- iii. The term 'Vendor' or 'Bidder' means the firm or the company participating in this tender.
- iv. The term "Contract Value" means the price payable to the selected Bidder under the contract for full and proper performance of its contractual obligations.
- v. The term "Order/PO" means the Purchase Order issued in favour of the selected Bidder.
- vi. The term "Service" means implementation of all Hardware and Software, testing, maintenance, and such obligations of the bidder as required in this bid.
- vii. The term "Acceptance of Tender" means the letter/fax/e-mail or any memorandum communicating to the Bidder about the acceptance of his tender.
- viii. The term "Principal" in this tender means OEM of various products.
- ix. 'Successful bidder' means the bidder who is found to be qualified for empanelment after the evaluation of their bids.

B. TERMS AND CONDITIONS:

- i. The Bidder shall bear all costs associated with the preparation and submission of its bid and the Corporation, will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the empanelment process. It is also clarified that no binding relationship will exist between any of the Respondents and Life Insurance Corporation of India until execution of a contractual agreement.
- ii. The Bidder is expected to examine all instructions, statements, forms, terms, conditions and specifications in the bid document. Failure to furnish all information required by the bid document or submission of a bid not responsive to the bidding document in every respect will be at the Bidder's risk and may result in rejection of his bid. While the Corporation has made considerable effort to ensure that accurate information is contained in this RFP, the information contained in this RFP is supplied solely as a guideline for bidders. Furthermore, during the RFP process, the Corporation has disclosed or will disclose in the RFP or clarifications as applicable, available information relevant to the work to the extent, details and accuracy allowed by prevailing circumstances. Subject to the proviso in the previous sentence, the Corporation has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the work to facilitate bidders to submit viable proposals. However, the Corporation shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any addenda, nor of its being comprehensive or exhaustive.
- iii. The bidders who do not conform either to the Minimum eligibility criteria or Technical Evaluation or fail to demonstrate their capabilities will not be considered for empanelment. However, the EMD of such bidders will be returned in due course.
- iv. Any notice by one party to the other pursuant to the Contract shall be sent by fax/e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract. All communications shall be addressed to The ED (IT/BPR), LIC OF INDIA, CENTRAL OFFICE-IT DEPT, 6th FLOOR, "Yogakshema", Jeevan Bima Marg, Nariman Point, MUMBAI - 400021 with a Copy to ASST. SECRETARY (IT/Security), LIC Of India, Central Office, IT Department, 3rd FLOOR, Jeevan Seva Annexe, S V Road, Santacruz (w), Mumbai – 400054.

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- v. Non refundable Bid price of Rs. **1000/-** (Rupees one thousand only) will have to be submitted along with the technical bid in the form of Demand Draft drawn in favour of "Life Insurance Corporation of India", payable at Mumbai, issued by a nationalized/Scheduled Bank.
- vi. Bids without proper authorization from the Principal (in case the bidder is not the Principal) shall be treated as rejected.
- vii. No consideration will be given to communications from bidders seeking clarifications for pre-bid queries received or a bid received after the date and time stipulated by LIC and no extension of time will be permitted for the same. However, LIC reserves the right to extend the last date and time for the same at its own discretion.
- viii. Canvassing in any form in connection with bids is strictly prohibited and bids submitted by bidders who resort to canvassing are liable to be rejected.
- ix. The Bidder should not send any communication either in hard-copy/fax/e-mail after submission of the Bid, unless any clarification has been asked for. If this clause is violated, the Bid will be rejected.
- x. To Assist in Technical Evaluation, LIC reserves the right to call for any clarification from any/all bidder during the evaluation of the bids. Such clarifications should be submitted only in writing. No other correspondence on bids will be entertained.
- xi. The Bidder is required to deliver the products and services at the destination as informed in the Purchase Order in the format desired by the Corporation.
- xii. This empanelment shall be valid until 31st March 2012. However, the Corporation may, at its discretion extend the validity period of this empanelment on yearly basis on the same terms and conditions stated in this bid document.
- xiii. The next round of empanelment will happen every year in the month of December at the discretion of LIC.
- xiv. However, the Corporation may, at its discretion, reduce/terminate the validity period of the tender/empanelment at any time by giving one month notice to all empanelled vendors or over its official website.
- xv. Participation in this Bid will imply that the Bidder has accepted all the terms and conditions and subsequent modifications, if any, of this Bid document.
- xvi. If at any future point of time, it is found that the Bidder had made a statement which is factually incorrect or if the bidder does not fulfill any of his contractual obligations, LIC may debar the Bidder from bidding prospectively for a period to be decided by LIC and take any other action as may be deemed necessary.
- xvii. The Corporation has the right to cancel the RFP process at any time without assigning any reason, prior to finalization of this tender, without thereby incurring any liability to the affected Bidder/Bidders. Reasons of cancellation will be determined by the Corporation at its sole discretion.
- xviii. Decision of ED (IT/BPR) in all matters with regard to this tender will be final and binding on all Bidders participating in this Bid.
- xix. The successful bidder shall co-operate with the other vendors appointed by the LIC so that the work shall proceed smoothly without any delay and to the satisfaction of LIC.
- xx. No extra claim shall be entertained on account of all the redo of work on account of bidder's negligence which results into damages/losses during execution of the job. Also, any component(s) required to deliver the solution after release of Purchase Order shall have to be provided by the successful bidder. All such cost shall be borne by the bidder.
- xxi. Soft Copy of all requirements for Technical Bid compliance should be given on a CD. If the CD contains any information regarding Commercial Bid, then the Bid of the vendor will be rejected without seeking any clarification/explanation.
- xxii. No consortium will be allowed to carry out the scope of work defined in the RFP.
- xxiii. Each offer shall specify only a single solution which is cost-effective and meets the tender specifications, and shall not include alternatives.
- xxiv. The offer shall be made in Indian Rupees.
- xxv. LIC shall scrutinize the bids/offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical

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documentation have been furnished, whether the documents have been properly signed/authenticated, and whether items are quoted as per the schedule etc. LIC may, at its discretion, waive any minor non-conformity or any minor irregularity in a bid. This shall be binding on all bidders and LIC reserves the right for such waivers.

- xxvi. To assist in the scrutiny, evaluation and comparison of offers, LIC may, at its discretion, ask some or all vendors for clarification/s of their offer. The request for such clarifications and the response will be in writing. If deemed necessary, the bidder/s may be required to give a presentation on the system offered.
- xxvii. LIC reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the system offered by the short-listed bidders.
- xxviii. Any publicity by the vendor in which the name of LIC occurs shall be done only with the explicit written permission of LIC.
- xxix. All bids and supporting documents should be submitted in English.

C. EARNEST MONEY DEPOSIT (EMD):

- a) The Bidder should submit a Bank guarantee for Rs. 100000.00 (Rupees one lakh only) to LIC along with the technical Bid as per the enclosed Annexure-IV valid for six months from the date of release of the RFP from any Nationalized Bank.
- b) No Interest will be paid on the Bank Guarantee by LIC.
- c) The EMD will be returned to the unsuccessful bidders after the evaluation of the technical bid.
The EMD will be returned to the successful Bidder after they submit Performance bank Guarantee.
- d) The EMD will be revoked/forfeited if :
 - ⇒ The bidder withdraws his bid at any time after submission of the bid but before the issue of empanelment Order.

D. BIDDING PROCESS:

There shall be a two stage bidding process:

- a) Technical bids submitted by the Bidders shall be evaluated first.
- b) Demonstration of the capabilities of solution (at no cost to LIC) of those Bidders who qualify in the technical evaluation process.

A soft copy of the Technical Bid document (without any price/commercial details) shall also be submitted in the technical bid envelope. Any tender not submitted in the prescribed format/s and/or incomplete may be liable for rejection without asking any further reason. LIC is not responsible for non-receipt of bid/clarification/quotation etc. within the specified date and time due to any reason including holidays or delays.

E. Copyright Violation and Patent Rights:

The Bidder shall undertake to indemnify LIC in respect of all claims arising out of violation of any Patents or Copyrights, for all softwares supplied by the successful bidder. The Bidder shall indemnify LIC against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the software packages. The Vendor should have back to back agreement with OEM to safeguard the Corporation's interest with regards to IPR. IF THE BIDDER IS NOT ABLE TO COMPLY WITH THIS CONDITION, THE BID WILL BE TREATED AS NON-RESPONSIVE.

LIFE INSURANCE CORPORATION OF INDIA RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL BIDS WITHOUT ASSIGNING ANY REASONS.

F. Award of PO:

Post-empanelment, LIC will send details of proposed tender to all empanelled vendors under this RFP for quoting their rates for providing e-tender services (with Reverse and forward auction) for that tender. The empanelled vendor quoting the lowest rate for providing e-tender services (with Reverse and forward auction) within stipulated time frame will be awarded PO for conducting e-tender (with Reverse and forward auction). Consent for acceptance of PO will be deemed to have been received from the L-1 bidder once the PO has been released to the L-1 bidder. All empanelled e-tender vendors will have to submit Performance Bank Guarantee of Rs. 1 lakh only valid for the duration of empanelment, issued by any nationalized / scheduled bank within 7 days of issue of empanelment list.

The upper ceiling per e-tender services with full services (with one Reverse/forward auction) shall be Rs. 10,000 plus taxes as applicable and the upper ceiling per additional Reverse/forward auction shall be Rs. 8,000 plus taxes as applicable.

If LIC desires to use only Reverse/forward auction, then the upper ceiling per e-tender services with first Reverse/forward auction shall be Rs. 8,000 plus taxes as applicable and the upper ceiling per additional Reverse/forward auction shall be Rs. 6,000 plus taxes as applicable.

- a) It will be the responsibility of the bidder to take care of all formalities, if any, necessary as per rules / regulations / orders of any government/non-government / regulatory authority in force.
- b) The price quoted shall not be subjected to variations in exchange rate, taxes, duties, levies or variation in labour rates etc.
- c) Bidders are advised to make a detailed study of the requirements of the project and ensure that the prices/rates quoted are all inclusive including the support required from the principal in the execution and continuous monitoring of the project during the Contract period, as no deviation in any of the conditions would be permitted and nor would any increase in prices be allowed during the contract period.
- d) The Bidder should have the capability to implement and maintain the project during the contract period.

G. Terms of Payment:

This empanelment is primarily being done to use for tenders by CO-IT/Security team who will be responsible only for placing PO for tenders pertaining to their unit as well as other activities including payments for services to e-tender vendor for successful e-tender for their unit only.

However, ED (IT/BPR) may allow this service to be used by other units/depts./offices of LIC either on case to case basis or through a general order.

In case ED (IT/BPR) permits other LIC offices/units/depts. to use this list of empanelled vendors for e-tender services, all activities from end-to-end (i.e. from calling quotations to making payments), troubleshooting, responding to queries (including RTI queries), posting of bids, legal issues etc. will be done by the e-tender service user unit/ dept/ office without any dependency on CO-IT/Security team. Accordingly, billing for e-tender services rendered shall be done on the respective LIC units/ offices/ Departments which have issued PO to the e-tender vendor and for which the e-tender services were rendered.

- (a) No advance payment will be made by LIC.
- (b) All payments pertaining to this tender will be made by respective LIC units/ offices/ Departments which have issued PO to the e-tender vendor and for which the e-tender services were rendered.

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(c) Documents to be produced for release of payment: -

- Invoice
- Delivery Challans in original, if any

The contract shall be deemed as incomplete if any event is not completed within the stipulated time period or the event is not successfully completed in the manner as specified by the LIC or if any act/event/incident (including legal) takes place which can be directly or indirectly attributed to bidder, which results in delay/incompletion of an event or which results in a reputational or other loss to the LIC.

H. TIME SCHEDULE FOR DELIVERY AND INSTALLATION

The time-schedules are given as follows:

Sl. No.	Purchase Order/request for	Delivery Schedule (from Date of issue of Purchase Order)
1	Customization of the e-tender services (with Reverse and forward auction) and handing over this platform to LIC for conducting an auction/event	1 Week

If the above time-schedule is not adhered to, the penalty as per SLA shall be applicable.

I. SERVICE LEVEL AGREEMENT (SLA):

The vendor has to ensure adherence to time-schedules given in this RFP. Non-adherence will attract penalties as given below:

Delay in delivery of services (including remote services):

Sr. No.	Description	Penalty
1.	a. If the event is cancelled by LIC	No charge will be payable
	b. Delay up to 4 weeks in customization of the e-tender services (with Reverse and forward auction) and handing over this platform to LIC for conducting an auction/event beyond a period of 1 week from the date of issue of PO for conduct of an e-tender (with Reverse and forward auction) auction /event for reason solely attributed to the Vendor/s.	Half the value of PO for every week of delay or part thereof.
	c. Delay beyond 4 weeks in customization of the e-tender services (with Reverse and forward auction) and handing over this platform to LIC for conducting an auction/event beyond a period of 1 week from the date of issue of PO for conduct of an e-tender (with Reverse and forward auction) auction /event for reason solely attributed to the Vendor/s.	The PO to L-1 bidder will cancelled and fresh PO will be issued to other empanelled bidders beginning with L-2 bidder and so on.

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2.	<i>Failure of e-tender platform provided (including connectivity to the vendor's portal/data centre/servers etc.</i>	<i>Half the value of PO for every failure</i>
3.	<i>Failure of part of e-tender vendor to provide error file, log file and other MIS as needed by LIC within 7 days of such request.</i>	<i>Half the value of PO for every week of delay or part thereof.</i>

The penalty so calculated will either be adjusted against the payments due to the vendor or will be separately realized from the Bidder or from PBG submitted by the vendor. If the penalties cannot be recovered, LIC may remove the vendor from the list of empanelled vendors for e-tender services (with Reverse and forward auction) and/or debar the vendor from participation in any tender/empanelment for a period to be decided by LIC.

EXPECTED DELIVERABLES:

The major work under this tender relates to the conduct of e-tender with forward/reverse auction by the short listed bidders, with the objective of selection of vendor(s) for e-tender with forward/reverse auction for tenders floated by the LIC. Each e-tender with forward/reverse auction shall be a separate event to be supported by the proposed e-tender system. The e-tender (with forward/reverse auction) solution shall be a web enabled system which will provide end-to-end solution from online floating of RFP to the issue of PO to the successful bidder with online tracking of the same in real-time and display of status/results/MIS. Each event shall have a distinct data/audit trails.

The empanelled e-tender vendor/s shall ensure the confidentiality and integrity of any information received in the tendering process of the LIC whether from LIC or the participating bidders in that tender.

The system shall allow the LIC to add multiple items for bidding depending on the project. Bidders to a tender shall be given the system generated user-ids and password. The bidders shall be able to log in to the system from anywhere through the internet and submit their bid/s, post their pre-bid queries and complete all transactions/activities required for the bidding process. The lowest/highest bid at the particular moment will be displayed on the screens of all the participants. A bidder shall not be able to see another participant's bid, but detailed inputs of all the bidders shall be displayed at LIC end. The service provider shall ensure the existence of adequate and secure infrastructure including redundant firewalls, intrusion detection/ prevention systems etc. put in place. The system shall be scalable and shall permit expansion of both the capacity and functionality either with the existing configuration or through the addition of items, details of which shall be furnished by the LIC. The system shall incorporate the necessary requirements to meet the scope and requirements as stated.

LIC should be able to use any module of the solution independently without dependency on any other module. LIC may opt to start with one or few modules but reserves the right to utilize all modules at a later stage.

Transmission of messages:

The following aspects should be incorporated in the software for messages not being routed through the LIC's own net-work.

1. Bidder's site should be secured site duly certified as given in this tender.
2. Secure transmission between server and client. All data should be encrypted when sent over networks.
3. The data should be encrypted using symmetric or asymmetric keys. However, the exchange of keys for symmetric encryption should be conducted using asymmetric keys.
4. There should be provision for dynamically changing the keys used for encryption. If static keys are used they should be changeable periodically.
5. Asymmetric keys should have minimum length of 1024 bit.
6. Encryption algorithms like 3DES, AES with minimum key length of 128 bits should be used.
7. The entire process has to be PKI enabled and digitally signed.

The system requirements are as follows:

- a) The system shall be a web enabled system.
- b) The system shall enable creation of user-ids for different projects/users.
- c) The system shall provide for entry of tender details for each tender. The system shall enable the logged users to key in the price value for each item.
- d) The system shall provide for easy configuration changes as per the project. It

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shall enable multi item auction for a single tender.

- e) The system shall enable the generation of final results based on the total of individual items.
- f) The system shall be designed in a manner as to ensure that the bidder shall not be able to see other participant's bid.
- g) The lowest/highest bid at the particular time shall be displayed on the screens of all participants only after commencement of reverse/forward auction.
- h) At the LIC end, the system shall be enabled to view bid-changes in an online manner.
- i) The system shall provide for various MIS reports, error logs, etc.
- j) The system shall have user-friendly features.
- k) Other characteristics would include extensions, changes as may be warranted with the due process of authentication.

The System shall have following the security features.

- a) Audit Trail: The system shall provide for adequate audit trail including log reports for all the activities, transactions and any changes in configuration, information/ data changes, updations etc.
- b) Data Encryption: The system shall support a minimum of 128 bit encryption for sensitive data, and information while in transfer.
- c) Unauthorized access: The system shall incorporate Data Intrusion system, Firewall, online anti virus scanning that protect it against unauthorized access and hackers, apart from normal requirements relating to prevention of unauthorized access.
- d) Inputs from bidders shall have to ensure non-repudiation.
- e) The system shall provide for storage of all electronic data as per the requirements of LIC, CVC, regulators and conforming to the Information Technology (IT) Act 2000, IT Act 2008, other govt. rules and regulations
- f) The specification for the system shall be as detailed below.

SOFTWARE FEATURES

The software shall at least have the following capabilities/features:

- a) Easy-to-use Menu-driven graphical interface
- b) Online posting of RFP
- c) Online responses to RFP
- d) Online Pre-bid meeting, if required
- e) Online commercial bid submission through reverse/forward auctions
- f) Line item wise bid submission
- g) Registration process with proper access control necessary are to be integrated
- h) User IDs and passwords to be auto-generated without intervention either from the LIC/Service provider.
- i) Web Based application
- j) Secure Log On
- k) User Levels and permissions by Super User / Administrator to ensure authorized usage
- l) Audit Trail Facility
- m) Online Help
- n) Fulfills the provisions of Information Technology Act, 2000 and its amendment in 2008 as well as CVC guidelines on use of e-procurement services.

CONFIGURATION FEATURES

Configuration features includes the following:

- a) Configuration of tender details
- b) Network monitoring tool indicating the status of online bidders in the network
- c) Configuration of up-to 100 items for a reverse bid.
- d) Specific Base value, increment/decrement values
- e) Event task

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- f) Bidder Details
- g) Masking of the bidders so as to ensure confidentiality across all levels.
- h) Other parameters as per business need to facilitate ease-of-change whenever required.

REPORTS

MIS reports in the form of total number of bids with the value for a tender as well as for a particular bidder, Lowest/highest bid with details, bidder details etc. The progression of the tendering process, etc. shall be provided in addition to configurable reports with available data based on actual requirements for a given option/e-auction process.

The vendor providing e-tender services to any LIC offices/units/depts. will have to give soft copies of all documents (including templates), MIS etc. to CO-IT(Security) team within 7 days of after completion of the tendering process.

TRAINING

The e-tender vendor shall provide training and required assistance to LIC officials and bidders at no-extra cost to LIC in order to facilitate the use of e-tender solution/platform at each event of e-tender.

LIC reserves the right to verify any or all statements made by the Bidder in the tender document and to inspect the Bidder's facility or any reference site, if necessary, to establish to its satisfaction about the Bidder's capacity to perform the job.

Documentation:

The empanelled e-tender vendors shall provide at least one set of Documentation with detailed architecture for CO (IT/BPR) covering Operation, System management, Configuration and Troubleshooting for all items etc. within 1 week of empanelment and also whenever they upgrade their systems/process.

General terms and conditions

A. Assignment:

The Bidder shall not assign in whole or in part, the obligations to perform under the contract, except with Corporation's prior express consent.

B. Dispute: In the event of any dispute or disagreement over the interpretation of any of the terms in this bid document or claim of liability, the same shall be referred to a person to be nominated by LIC 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 Conciliation Act 1996. The venue of arbitration shall be Mumbai. Subject hereto the courts in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.

C. Force Majeure: For purposes of this clause, "force majeure" means an event beyond the control of the Bidder excluding those involving supplier's/OEM faults. Such events may include, but are not restricted to, acts of the government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force majeure situation arises, the Bidder shall promptly notify LIC in writing of such condition and the cause thereof within a period of seven calendar days.

Unless otherwise directed by the LIC in writing, the Bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

E. Limitations 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 the Corporation and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract value with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

F. Pre-bid meeting:

A Pre-bid meeting will be held with all the interested bidders on 15th October 2010 at 11.00 AM at the address given in the activity schedule. **The bidders should send their queries in writing so as to reach us latest by 2:00 PM on 13th October 2010** to the e-mail id mentioned in serial number 9 of the activity schedule through e-mail. Queries not received within this time may not be taken up. Responses to clarifications sought by the bidders about the tender document and approved modifications (if any) issued by LIC will become part of the tender document. The modifications (if any) would be notified on the official website of LIC as given in activity schedule.

G. KINDLY NOTE THAT BIDS WHICH ARE NOT ACCOMPANIED BY A DULY SIGNED forwarding letter agreeing to ALL TERMS AND CONDITIONS of the bid WILL NOT BE ENTERTAINED UNDER ANY CIRCUMSTANCES. Each page of the bid response should be serially numbered, signed and stamped (both technical and commercial). LIC will not in any way be responsible for late submission or delivery at any other address other than that mentioned above.

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H. The bidder should submit all the requirements as called for in the form of soft copies on CD (i.e. bidder's documents, annexure etc.) as well as all hard copies (bidder's documents, annexure, certificates etc.) - duly signed and stamped with company seal.

I. Rights reserved by the Corporation :-

- (a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC reserves the right to debar the bidder from bidding prospectively for a period to be decided by LIC and take any other action as may be deemed necessary.
- (b) The Corporation reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.
- (c) Any bid not containing sufficient information, in view of the Corporation, to permit a thorough analysis may be rejected.
- (d) The Corporation reserves the right to verify the validity of bid information, and to reject any bid/quotation where the same appears to be incorrect, inaccurate or inappropriate in the Corporation's estimation.
- (e) Bids not conforming to the requirements of the RFP may not be considered by the Corporation. However, the Corporation reserves the right, at any time, to waive any of the requirements of the RFP, if, in the sole discretion of the Corporation, the best interests of the Corporation would be served. However, this will be done before opening of the commercial tender(s).
- (f) Further, the Corporation shall have the right to cancel the RFP process at any time without assigning any reason, prior to finalization of award of the contract, without thereby incurring any liability to the affected bidder or bidders. Reasons for cancellation will be determined by the Corporation at its sole discretion.
- (g) The decision of LIC in all such matters will be final and binding on all bidders participating in this bid.
- (h) LIC may call for any additional information/document by way of clarification before the finalization of this tender process.

J. **Evaluation criteria:** Evaluation of the responses to the RFP and subsequent selection of the successful bidder(s) will be entirely at the discretion of the Corporation and will be binding on the bidders. Its decision shall be final and no correspondence about the decision shall be entertained by the Corporation.

K. **Confidentiality:** The contents of this RFP and the supporting documentation are confidential to the Corporation and are provided solely for the purpose of response to the RFP.

All documents submitted in response to the RFP become the property of the Corporation on submission. Corporation can use the RFP for all purposes relating to the evaluation of responses and the conduct of any further stages in this staged tender process, including a best and final offer in the RFP stage.

Where a respondent claims confidentiality or seeks to reserve intellectual property rights in respect of any part of its response to this RFP or requests such part should be treated as "confidential" or "commercial in confidence", the respondent must:

- Clearly mark the part of the document in respect of which the claim is made;
- State the basis of the claim for confidentiality for each item marked (A blanket claim cannot be reasonably made); and Satisfy Corporation that such a claim is reasonable

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Despite clause above, respondents should be aware that there are circumstances under which the Corporation will have to divulge respondents' information including where required by law, the Minister or a Committee of Parliament, the RTI Act, etc.

Executive Director (IT/BPR)

LIST OF ENCLOSURES:

Annexure I: Company Details

Annexure II: Details of the Demand Draft

Annexure III: Non-Disclosure Agreement Format

Annexure IV: Performance Bank Guarantee Form

Annexure V: Deviations from Technical Specifications or Terms and Conditions of the Tender

Annexure VI: Compliance to Expected Deliverables

A. Company Details:

Name of the company:	
Type of the company (Govt./PSU/Public Ltd/Pvt.Ltd/Joint venture etc.	
Address of Corporate office (HQ):	
Sales Tax/VAT registration number and date of registration	
Service Tax registration no. & date of registration	
Year of incorporation	
Details about 3 years experience in integrating, supporting and providing e-procurement services/solutions.	
Details about the vendor shall have an ISO 9000 or ISO 27001 or equivalent or higher certification. In additions to that, product supplied should be customized following product development life cycle. The bidder has to furnish the necessary documentary evidence and audited reports in support of the same.	
Vendor shall have the necessary license for the system/interface to be supplied/provided. The Bidder shall have complete Intellectual property rights to the software.	
The proposed software to be provided by the service provider must have the capability to support various E-bidding formats. Please list all the formats included in the software and mention application scenarios eg. domestic, international, etc. Please describe in detail.	
Whether The bidder has submitted a forwarding letter agreeing unconditionally to all the terms and conditions (along with clarifications and modifications, if any) of this technical Bid Document.	
Whether using own product/services or is a licensee	
Brief Description of support service facilities of the vendor. Please fill up relevant Annexure also.	
Whether the Bidder has the BS7799/ISO17799/ISO27001 certified security operation centre in India. Please Furnish the date of certification and validity date and also to define about the SOC operations for 5 Years.	

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Turnover & profit of the company from business in India: Financial Year : 2007-2008	Turnover Rupees in crores	Profit (before tax) Rupees in crores
2008-2009		
2009-2010		
Address for Communication:		
Details of Contact persons for this bid:		
	Name: Designation: Phone No: Fax No.: Mobile No.:	
URL of official Web Site:		
Any other relevant facts not covered in the above points:		

I state that the above mentioned information and the relevant annexure and enclosures are true and correct.

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

Details of Draft and Bank Guarantee

	Rs.1000/- as the cost of bid document (Only as Demand Draft)	EMD of Rs. 100000.00 (One lakh only) in the form of Bank Guarantee only
Demand Draft/Performance Bank guarantee details with date		
Name & address of the Bank:		

I state that the above mentioned information and the relevant annexure and enclosures are true and correct.

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

Non Disclosure: To be included as a part of the Non-Disclosure Agreement to be duly notarized and executed on a Rs. 200/- Stamp Paper.

I. The bidder (and his employees) shall not, unless the Corporation gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Corporation (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

II. The bidder, his employees and agents shall not without prior written consent from the Corporation make any use of any document or information given by the user, except for purposes of performing the contract award.

III. In case of breach, the Corporation shall take such legal action as it may be advised.

I state that the above mentioned information and the relevant annexure and enclosures are true and correct.

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

(Format for Bank Guarantee)

This Deed of Guarantee executed by the ----- (Bank name) a Scheduled Bank within the meaning of the Reserve Bank of India Act and carrying out banking business including guarantee business at Mumbai and other places " having its head office at ----- (hereinafter referred to as "the Bank") in favour of Life Insurance Corporation of India, having its Central Office at Yogakshema, Jeevan Bima Marg, Nariman Point, Mumbai 400021, formed under the act of the Parliament LIC Act ,1956 (hereinafter referred to as the Corporation) for an amount not exceeding Rs. _____/- (Requisite amount/value), at the request of (Vendor's Name & address) ----
----- (hereinafter referred to as the "Vendor").

This guarantee is issued subject to the condition that the Liability of the Bank under this guarantee is limited to a maximum of Rs. _____/- (Requisite amount/value) and the Guarantee shall remain in force for a period up to _____ (date), and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the Bank on or before _____ (date) by the Corporation.

Whereas ----- (Vendor's Name) having its head office at -----
----- has been vendor of the Corporation vide bid dated _____
2009 and subsequent modifications to the tender dated _____ and as per the terms and conditions mentioned in the Tender Document.

And whereas the _____ (name & address of the bank) has agreed to give on behalf of the Vendor a guarantee, therefore we hereby affirm that we guarantee and are responsible to you on behalf of the vendor up to a total amount of Rs. _____/- (Requisite amount/value) and we undertake to pay you , upon your first written demand declaring the Vendor to be in default under the Contract , and without cavil or argument, any sum or sums as specified by you within the limit of Rs. _____(Requisite amount/value) as aforesaid, without your need to prove or show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:

1. 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.
2. Our liability under this guarantee is restricted to a sum of Rs. _____/- (15% contract value).
3. The Bank Guarantee will be valid for a period up to _____.
4. A written claim or demand for payment under this Bank Guarantee is the only condition precedent for payment of part/full sum under the guarantee to the Corporation.
5. The Corporation need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

DATED AT _____ THIS _____ DAY OF _____

SEALED AND SIGNED BY THE BANK

**Deviations from Technical Specifications or Terms and Conditions of the Tender
(to be submitted latest by 2:00 PM on 13th October 2010)**

Sl. No.	Tender Document Clause	Technical Specification or terms and conditions in the Tender document	Deviation offered	Reasons and whether deviation adds to the operational efficiency in case of the systems

Note:

i. The information shall be furnished in case of deviations from any of the terms and conditions of the tender document.

ii. If any deviations from the technical specifications are warranted, reasons for such variations shall be specified.

iii. Whether such variations add to improvement of the overall performance of the systems, if any, shall be specifically mentioned and supported by relevant technical documentation as required above.

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

Compliance to Expected Deliverables

Sl. No.	Description	Compliance (Y/N)	Short description to compliance
SYSTEM REQUIREMENTS			
1.	The system shall be a web enabled system.		
2.	The system shall enable creation of user-ids for different projects/users.		
3.	The system shall provide for entry of tender details for each tender. The system shall enable the logged users to key in the price value for each item.		
4.	The system shall provide for easy configuration changes as per the project. It shall enable multi item auction for a single tender.		
5.	The system shall enable the generation of final results based on the total of individual items.		
6.	The system shall be designed in a manner as to ensure that the bidder shall not be able to see other participant's bid.		
7.	The lowest/highest bid at the particular time shall be displayed on the screens of all the participant.		
8.	At the LIC end, the system shall be enabled to view bid-changes in an online manner. The system shall provide for various MIS reports.		
9.	The system shall have features which would ensure ease of use based, flexible features.		
10.	Other characteristics would include extensions, changes as may be warranted with the due process of authentication.		
SECURITY FEATURES			
1.	Audit Trail		
2.	Data Encryption		
3.	Unauthorized access		
4.	Non-Repudiation		
5.	Compliance to CVC guidelines & IT Act 2000, amended subsequent to 2008.		
6.	The system supports a minimum of 128 bit encryption for sensitive data.		
7.	The system has Data Intrusion system, Firewall, online anti virus scanning that protect it against unauthorized access and hackers.		
SOFTWARE USAGE			
1.	Easy-to-use Menu-driven graphical interface		
2.	Online posting of RFP		

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3.	Online responses to RFP		
4.	Online Pre-bid meeting, if required		
5.	Online commercial bid submission through reverse/forward auctions		
6.	Line item wise bid submission		
7.	Registration process with proper access control necessary are to be integrated		
8.	User IDs and passwords to be auto-generated without intervention either from the LIC/Service provider.		
9.	Web Based application		
10.	Secure Log On		
11.	User Levels and permissions by Super User / Administrator to ensure authorized usage		
12.	Online Help		
CONFIGURATION FEATURES			
1.	Network monitoring tool indicating the status of online bidders in the network.		
2.	Configuration of up-to 100 items for a reverse bid.		
3.	Specific Base value, increment/decrement values.		
4.	Event task.		
5.	Masking of the bidders so as to ensure confidentiality across all levels.		
6.	The system provides log reports for all the activities, transactions and any changes in configuration.		
7.	The System enables Configuration of tender details.		
REPORTS			
1.	Give the details about the reports to be generated.		
2.	MIS reports in the form of total number of bids with the value for a tender as well as for particular bidders, Lowest/highest bid with the details, The details of the bidder etc., the progression of the tendering process, etc shall be provided.		
TRAINING			
1.	Training is provided to LIC officials. For e-auction, the training and assistance will be given for all the bidders of the tender.		

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company