



## **RFP for Supply of iPad (Qty-18) and iPad Pro (Qty-4)**

**[Ref: LIC/CO/IT/HW/I-Pad/2025-26/01 Dated 11.04.2025]**

**Life Insurance Corporation of India,  
Central Office, Information Technology Department,  
Jeevan Seva Annexe building, 2nd floor,  
S.V. Road, Santacruz (West), Mumbai - 400 054**

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## 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 (31 of 1956) and having its Central Office at "Yogakshema", Jeevan Bima Marg, Mumbai –400021, hereby invites online bids through online e-tendering portal <https://www.tenderwizard.com/LIC> from **Authorized Vendors/ Resellers of Apple Inc. products/ Hardware Supply and Service Vendors empaneled by LIC**, to meet the requirements set out in this RFP document.

## B. General Information and Instructions to the Bidders:

### 1. Activity Schedule

Activity	Details
RFP Reference & date	Ref: LIC/CO/IT/HW/I-Pad/2025-26/01 Dated 11.04.2025
Bid Processing Fee	INR 2,360 (INR 2000 + GST @ 18%) Bid Processing Fee must be deposited through online NEFT/RTGS to Account of "Life Insurance Corporation of India". The bank details are given in <b>Annexure-III</b> .
Address for submission of Bid	The Secretary (IT/Digital Transformation) Jeevan Seva Annexe Building, 2nd Floor, SV Road, Santacruz West, Mumbai –400054
Last date and time for Bid Submission	24 <sup>th</sup> April 2025, latest by 3:30 p.m.
Mail-Id for correspondence	<a href="mailto:co_ithw@licindia.com">co_ithw@licindia.com</a>

**\*\*Bid Processing Fee and EMD must be deposited through online NEFT/RTGS to the Account of Life Insurance Corporation of India. The bank details are given in Annexure-III. Exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy (MSEs) order 2012, issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/ NSIC certificate to LIC.**

**Important: The above schedule is tentative only and subject to change. Any change in the activity schedule will be notified through LIC's official website.**

### 2. Earnest Money Deposit (EMD):

The bidders shall submit, along with the Eligibility Bid, Earnest Money Deposit (EMD) of Rs. 45,000 (Rupees forty five thousand only). The EMD will be submitted by way of NEFT/RTGS.

1. EMD will be refunded to the selected vendor only after submission of Performance Bank Guarantee (PBG) by the selected vendor. No interest will be paid on the EMD.
2. 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.
3. Relaxations to MSEs regarding submission of EMD will be applicable as per government guidelines, as given above. 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 must be uploaded by the bidder for evaluation.
4. The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if:
  - The bidder qualifies and backs out of the L1 quotes.
  - In case the bidder is found to be indulging in fraudulent and corrupt practices as defined in the relevant clause mentioned in this RFP.
5. Bids submitted without EMD or EMD not submitted conforming to the above criteria will be treated as non-responsive and will be summarily rejected by LIC if

- The bidder withdraws or amends its bid during the period of bid validity; or
- The bidder makes any written statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of Contract;
- The bidder does not respond to requests for clarification of its proposal.
- The bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- If, on selection, the vendor fails to: sign the contract; or to furnish unconditional and irrevocable Performance Guarantee as mentioned in this RFP; or furnish Non-Disclosure Agreement (NDA) as per LIC's format.

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

- a) 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 the RFP and all the terms and conditions of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued will be binding on the bidder and will also form the part of the purchase orders/any resulting contracts, to be issued to the successful bidder/s as an outcome of this RFP Process.
- b) The responses to this RFP must be complete and the information should be submitted in the same format as per the Annexure(s) attached.
- c) Failure to comply with the requirements as set out within 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.

### **4. 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.

### **5. Instructions for Bid Submission**

This is an E – Tender and hence Bids must be submitted “ON LINE”. The bidders should submit their Eligibility and Technical bids Online i.e. through <https://www.tenderwizard.com/LIC>. The vendor must register for submission of their bid as specified in this document (Annexure-V).

Bid Processing Fee as mentioned in the Activity Schedule must be deposited through online NEFT/RTGS to Account of “Life Insurance Corporation of India”. The bank details are given in Annexure-III. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of “final online bid submission”.

The RFP response without the accompanying amount towards Bid Processing Fee is liable to be rejected. Registered MSEs are exempted from payment of bid processing fee, on submission of relevant documents to prove their eligibility for exemption.

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.

The following documents have to be submitted:

#### **Eligibility and Technical bid:**

- a) Duly certified copy of the Board resolution appointing the authorized signatory or Power of Attorney authorizing the signatory for signing the Bid.
- b) Bid Processing Fee (scanned copy of receipt for Rs 2,360.00 to be uploaded)
- c) EMD (scanned copy of receipt for Rs 45,000.00 to be uploaded)
- d) Land Border declaration, as per format given in **Annexure-I**.
- e) Manufacturer's Authorization Form from OEM, Apple.
- f) Attested photocopy of the Premium Authorized Corporate Reseller/ DEP Registered

partners Certificate issued by M/s Apple Inc. in the name of the Bidder along with the details of the validity. The validity period of the Certificate should be up to/ beyond the price validity period.

- g) Bank Details for payments through NEFT, as per format given in **Annexure-II** along with a cancelled cheque.
- h) **Escalation Matrix** comprising of Details of the contact person i.e. Name, Phone Nos., e-Mail ID for escalations;

**Commercial bid:**

Commercial bid should be as per format given in **Annexure-V**. All documents submitted shall be signed by the authorized signatory.

**6. Bid Currencies:**

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

**C. Standard Terms & Conditions:**

**1. 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.

**2. Rejection of non-compliant bid**

LIC reserves the right to reject any or all bids on the basis of any deviation(s). 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.

**3. 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 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 prior to award of agreement without assigning any reason whatsoever without thereby incurring any liability to the affected Vendor(s) or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action. Reasons for cancellation will be determined by LIC at its sole discretion.
- d) 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.
- e) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.

**4. 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.

**5. Pricing & Taxes:**

- a. Price shall be **an all-inclusive price** exclusive of GST. Applicable GST will be reimbursed to the successful bidder in proof of having paid the said taxes on behalf of LIC. Vendor shall be entirely responsible for upfront payment of all applicable taxes and compliance with the respective tax authorities, in connection with delivery of products at site.

- b. 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.
- c. Vendor will be entirely responsible for upfront payment of all applicable taxes like Central/ State levies, sales tax, excise duty, cess, license fees, road permits, service tax etc. in connection with the delivery of products at the site.
- d. GST shall be mentioned in the Invoices and shall be reimbursed as per actual on production of the original receipt in proof of having paid the said taxes on behalf of LIC.

## **6. Evaluation of Bids**

The evaluation shall be done in two stages:

- ▶ Stage 1 – Eligibility Cum Technical Bid evaluation
- ▶ Stage 2 – Commercial Bid evaluation

### **Eligibility cum Technical Bid Evaluation:**

The bidders submitting all the required documents will be eligible for commercial bid evaluation, only if all the documents are found to be in order.

During evaluation of the Tenders, the LIC, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted

The LIC reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the LIC shall be final and binding on all the vendors to this document and LIC will not entertain any correspondence in this regard.

### **Commercial Bid Evaluation:**

The estimated quantities are mentioned in **Commercial Bid Annexure-V**. The quantities are indicative and may vary to the extent of **+/- 25%** under each line item. The actual quantities will be as reflected in the Purchase Orders placed by LIC.

- a) The quotes, as stated above, have to be submitted in the Commercial bid format. The bidder should note that quotes should be in integer only (i.e. non decimal).
- b) The bidder will have to compulsorily quote price for each line item for the exact specifications called for.
- c) The L1 bidder will be selected on the basis of the commercial bids submitted. There will be no Reverse Auction.
- d) Based on the total amount quoted by the bidders in the commercial bid, the bidders will be categorized as L1, L2, L3 etc. (In the ascending order, i.e. L1 being the bidder with the lowest TCO, followed by L2 with the next lowest quote and so on).
- e) In case the L1 bidder fails to fulfill any of the obligations under the RFP within the timelines defined, LIC reserves the right to cancel his selection and declare the L2 bidder (bidder with the second lowest commercial) as successful bidder provided this bidder agrees to match the commercial bid of the L1 bidder.
- f) Errors & Rectification: Arithmetical errors will be rectified on the following basis: If there is a discrepancy 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 will prevail.

## 7. Scope of Work:

The selected bidder shall supply the following quantities of iPad and iPad Pro:

Sr. No.	Description of Hardware & Part Code	Qty
1	iPad 11" (A16) – Apple(IN) 256 GB Wi-Fi + Cellular - Silver (Part Code MD7K4HN/A)	18
2	Magic Keyboard Folio for iPad 11" (A16)	18
3	iPad Pro 13" (M4) 512 GB Wi-Fi + Cellular - Silver (Part Code MVXV3HN/A)	4
4	Apple Magic Keyboard for iPad Pro 13" (M4) - Black (Part Code MWR53HN/A)	4
5	Apple Pencil Pro (Part Code MX2D3ZM/A)	4

The selected bidder shall deliver the iPads at the following locations of LIC.

Location	No.
CO Mumbai	13
ZO Patna	1
ZTC Gurgaon	1
ZTC Bhopal	1
MDC Mumbai	1
ZTC, Akurdi	1
<b>Total</b>	<b>18</b>

Devices shall be supplied in a ready to use condition along with all cables, connectors, manuals and smart cover, preloaded with requisite software/ drivers. One set of manual is to be provided with each supplied I-Pad.

If the I-Pad supplied is found to be faulty/ defective within 10 days of delivery, the bidder shall replace the same with a new I-Pad of same or higher configuration within 7 working days from the date of intimation.

Vendor shall register all the supplied devices with Apple Store and install/ synchronize with iTunes, if desired by the user.

## 8. 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.

## 9. Warranty:

The Product shall be under comprehensive onsite warranty for a period of one year from the date of acceptance of the I-Pad.

Defective equipment supplied shall be replaced by the vendor at his own cost. The vendor shall ensure to provide replacement against defective I- Pad within 7 working days from the date of intimation, with a new one of same or higher configuration. If the replacement is not provided within 15 days, then the cost of the defective I-pads will be recovered from any amount payable to the Vendor or invoking the Bank guarantee.



## **10. Validity Period:**

### **a) Empanelment:**

All the bidders fulfilling the eligibility and technical criteria as mentioned in the RFP will be deemed to be empaneled vendors for supply and servicing of I-Pads. The Empanelment of the Vendors will be valid up to 31.12.2027. LIC may, at its discretion, extend/ reduce 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 the validity period.

### **b) Approved rates under the RFP:**

The prices of all the line items approved by LIC will be valid up to 31.12.2025. LIC may place order for any additional requirement arising during this period to the extent of 25% of the originally declared line item wise quantities. LIC may, at its discretion, extend the price validity period up to 90 days with mutual agreement with the Vendor.

## **11. Non-Disclosure Agreement (NDA):**

**(To be submitted by the Successful Bidder Only):** Successful bidder shall submit a duly notarized Non-Disclosure agreement on a stamp paper of INR 500/- (Rupees five hundred only) as per the format given in Annexure-V duly signed by the Authorized Signatory of the Company. **NDA is not required to be submitted at the bid submission stage.**

## **12. Obligations of the Selected Vendor:**

The Vendor will supply the Services:

- i. With due care and to the best of the Vendor's knowledge and experience;
- ii. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;
- iii. In accordance with all applicable Laws;
- iv. In accordance with any reasonable directions given by LIC in relation to the Services;
- v. So as to meet the dates specified, promptly and without delay.
- vi. At Mumbai and other locations as required by LIC.

## **13. Placing of Orders:**

- a) The total quantities to be ordered under this RFP may be subject to a variation of up to +/- 25% of the originally declared quantities for all line items of this RFP. However, the actual quantities may differ at the time of issuing the Purchase Order, depending on the circumstances prevailing at that time.
- b) LIC Central Office at Mumbai will place orders under this RFP for all locations. Purchase Orders will be placed **only** through LIC's Purchase Order Module.
- c) The date of the Purchase Order will be the date on which the Purchase Order is generated through the PO Module and sent to the Vendor. The electronically generated Purchase Orders generated through the LIC's Purchase Order Module has to be checked by the vendor at 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 three 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. It has to be ascertained by the vendor that all the Purchase Orders have been received by them as per details available on the Vendor Portal. LIC will not be responsible for non-receipt of the PO due to any issue at the Vendor's end.
- d) Purchase Orders may be issued by LIC in a staggered manner at any time during the price



validity period of the RFP depending on the prevailing situation. However the decision of LIC in this matter is final. Any additional requirements may also come up during the price validity period.

#### **14. Deliverables and Timelines:**

The delivery period will be 30 days from the date of the issue of the Purchase Order for Mumbai and 35 days for locations other than Mumbai, beyond which a penalty equal to 1% of the cost of item not delivered will be charged per day subject to a maximum of 10% of the cost of item not delivered. If the I-Pads are not delivered within 30/ 35 days, as applicable, from the date of placing of the Purchase Order, the following action may be initiated.

- a) The order placed may be cancelled and communicated in writing to the Vendor, and even in case such decision for cancellation of order is taken by LIC, the penalty as mentioned above will also be recovered from the vendor by invoking the Bank Guarantee.
- b) The Bidder shall be blacklisted for participation in any of the future RFPs floated by LIC of India.

#### **15. Transportation and Insurance:**

- a) The Vendor is required to deliver the I-Pads to the various locations of LIC across the country as specified in the Purchase Orders. Transportation and Insurance of I-Pads shall be arranged and paid for by the Vendor. The transit insurance cover shall be valid till 10 days beyond the delivery date.
- b) Should any loss or damage occur during this period, the Vendor shall:
  - i. Intimate and pursue claim with the Insurance Company till settlement and
  - ii. Make arrangements for replacement of any damaged I-Pad, within 10 days, irrespective of the settlement of claim by the Insurance Company.

#### **16. Road Permit:**

Road permit etc. which may be required for supply of the equipment to the locations mentioned in the Purchase Orders shall be obtained by the Vendor, without any additional cost to LIC. The Vendor shall make necessary arrangements for obtaining any document required from LIC and submitting the same and liaison with authorities as required.

#### **17. Pre-Dispatch Factory Inspection (PDI):**

The Vendor shall conduct a Pre-Dispatch Factory Inspection for all 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 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 provided by LIC).

#### **18. Payment Terms:**

- a) The payment will be made through NEFT only.
- b) 100% payment will be made on delivery and installation of the I-Pads and hands-on training to the user, within 15 days from the date of submission of complete set of invoice along with the proof of delivery, i.e. delivery challan along with all the other requirements which should clearly indicate the name of the receiving official, location, seal of the LIC Office and date of receipt of the I-Pad.
- c) GST, wherever applicable, shall be mentioned in the Invoices submitted and shall be

reimbursed as per actual on production of the original receipt in proof of having paid the said taxes on behalf of LIC.

#### **19. 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, hostility, acts of public enemy, wars, riots, pandemic, strikes, sabotage, order/ action or regulations of government, local 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 one week and prove that such is beyond the control and affect the execution of the Purchase Order.
- 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.**

#### **20. Warranty Terms and Conditions:**

The breakdown charges if any, during the warranty period accumulated after release of payment for I-Pad will be recovered by invoking the Performance Bank Guarantee available with LIC or any other payment due to the Vendor.

#### **21. Service Levels:**

Per day Breakdown charges up to 6 days	Per day Breakdown charges from 7 <sup>th</sup> day to 12 <sup>th</sup> day	Beyond 12 days.	Maximum Penalty capping for Breakdown of I-Pad
0.5% of the cost of hardware	1% of the cost of hardware	2% of the cost of hardware per day.	20% of the cost of the I-Pad.

#### **22. 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.

#### **23. 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:

In the event of any dispute or disagreement over the interpretation of any of the terms herein above, clarifications, annexure(s), 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.

#### **24. Conflict of interest:**

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.

#### **25. Fraud and Corrupt Practices**

The Vendors, their employees 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.

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

- a) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- b) "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;
- c) "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
- d) "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.

#### **26. 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 Service(s) 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 forfeit the PBG 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.

## **27. 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, as per format given in Annexure-I.

## **28. 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

**Secretary (IT/BPR)**

## **Annexure-I: Declaration pertaining to Land Border clause**

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

**Subject: Ref: LIC/CO/IT/HW/I-Pad/2025-26/01 Dated 11.04.2025**

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 on 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 fulfills 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-II: NEFT Mandate Form**

**RFP Ref. No: LIC/CO/IT/HW/I-Pad/2025-26/01 Dated 11.04.2025**

PAYMENT DETAILS FOR ACCOUNT TRANSFER / RTGS

### **BENEFICIARY DETAILS:-**

**Name of the Firm:**

1	IFSC No.	
2	Beneficiary Account No.	
3	Beneficiary Name	
4	Beneficiary Bank Name	
5	Branch/ Location	
6	Contact Person	
7	PAN Card No.	

**Authorized Signatory**

**Encl. Copy of cancelled cheque and PAN card**



### **Annexure-III: LIC Bank Account Details**

**For Bid Processing Fees and EMD: VAN- LIC9CW02**

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
Email-Id	co_ithw@licindia.com

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

**(To be submitted by the successful bidder)**

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

**(No deviations in wordings permitted)**

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 **RFP for Supply of I-Pads [Ref: LIC/CO/IT/HW/I-Pad/2025-26/01 Dated 11.04.2025]**, 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, proforma 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-V- Commercial Bid

RFP REF: LIC/CO/IT/HW/I-Pad/2025-26/01 Dated 11.04.2025				
Name of the work : Request for Proposal for Supply of I-Pads				
Name of the Bidder		QTY	Amount in Rs.( Exclusive of GST)	
S/N	Item		Price per Unit	Total Cost
1	I-Pad 11" (A16) (2025)-256GB-Silver Wi-Fi + Cellular Part Code-MD7K4HN/A and Magic Keyboard Folio for iPad (A16) Part Code-MQDP3HN/A	18		
2	I-Pad Pro 13"-M4-256GB-Silver Wi-Fi + Cellular Part Code-MVXT3HN/A, Magic Keyboard for iPad Pro 13" (M4) Part Code-MWR53HN/A and Apple Pencil Pro Part Code-MX2D3ZM/A	4		
Total				