



Request for Proposal for Implementation of Directory Services for Windows and Linux Endpoints and Servers

**Ref No. LIC/CO/IT-BPR/DS/2019-20
Dated 15.06.2019**

Life Insurance Corporation of India

Central Office, Information Technology Department

Jeevan Seva Annexe 2nd Floor, S.V. Road, Santacruz (W), Mumbai – 400 054

Email: ds.bid@licindia.com

This document is the property of Life Insurance Corporation of India (LIC). It should not be copied, distributed or recorded on any medium, electronic or otherwise, without LIC's written permission. Use of contents given in this document, even by the authorized personnel/agencies for any purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

Contents

Contents	2
1. Definitions & Abbreviations.....	6
1.1 Definitions	6
1.2 Abbreviations.....	8
2. Instructions to Bidders	9
2.1 Invitation to Bid.....	9
2.2 Overview of the RFP	9
2.3 Pre-Contract Integrity Pact.....	10
2.4 Activity Schedule.....	10
2.5 General Instructions.....	11
2.6 Consortium	12
2.7 Issue of Corrigendum	12
2.8 Terms and Conditions	12
2.9 Cost of Bidding	13
2.10 Relationship between LIC and the bidders	13
2.11 Information provided in the RFP	13
2.12 Earnest Money Deposit.....	13
2.13 Pre-Bid Meeting & Clarifications	14
2.14 Instructions for Bid Submission	15
2.15 Non-Disclosure Agreement (NDA)	17
2.16 Language of Bid	17
2.17 Prices	17
2.18 Taxes and Duties.....	17
2.19 Deduction of Taxes at Source.....	17
2.20 Bid Currencies.....	17
2.21 Arithmetical errors.....	17
2.22 Documents Required for the Bid Submission.....	18
2.22.1 Eligibility Bid	18
2.22.2 Technical Bid.....	18
2.22.3 Indicative Commercial Bid.....	18
2.23 Procedure for opening of the bids	18
2.24 Clarification sought by LIC on Bids	19
2.25 Modification and Withdrawal of the Bids	19
2.26 Compliant Bids / Completeness of Response.....	19
2.27 Bid Validity Period.....	19
2.28 Late Bids.....	20
2.29 Evaluation Process.....	20
2.30 Eligibility Criteria Evaluation	20
2.30.1 Stage 1- Eligibility Criteria Evaluation.....	20
2.30.2 Stage 2 – Technical Bid Evaluation.....	21
2.30.3 Stage 3 – Indicative Commercial Evaluation.....	21
2.31 Normalization of Bids.....	22
2.32 Reverse Auction	23
2.33 Notification Criteria	24
2.34 Right to Accept Any Proposal and To Reject Any or All Proposal(s).....	24
2.35 Notification of Award	25
2.36 Contracting.....	25
2.37 Order.....	25
2.38 Performance Bank Guarantee (PBG).....	26
2.39 Signing of Contract	26
2.40 Contacting LIC.....	26

2.41	Right to terminate the Process.....	27
2.42	Disqualifications.....	27
2.43	Fraud and Corrupt Practices.....	27
2.44	Consortiums or sub-contractor.....	28
2.45	Conflict of Interest.....	28
3.	Eligibility Criteria.....	30
4.	Terms and Conditions.....	32
4.1	Contract Period.....	32
4.2	Services Location.....	32
4.3	General obligations of the parties.....	32
4.3.1	Obligations of the selected vendor.....	32
4.3.2	Warranties.....	32
4.3.3	Access to LIC's premises.....	32
4.3.4	Conduct at LIC's premises.....	33
4.3.5	Subcontracting.....	33
4.3.6	Assignments.....	33
4.4	Documentation.....	33
4.4.1	Provision of Documentation.....	33
4.4.2	Documentation requirements.....	33
4.5	Varying the Services.....	33
4.5.1	Variations proposed by LIC.....	33
4.5.2	Effective date of variation.....	33
4.5.3	Change Order.....	33
4.5.4	Change Requests.....	34
4.5.5	Contract Amendments.....	34
4.6	Co-operation with Personnel and entities interacting with LIC.....	34
4.7	Change in Constitution.....	34
4.8	Monitoring progress.....	34
4.8.1	Progress meetings.....	34
4.8.2	Reporting.....	34
4.9	Performance assessment.....	35
4.9.1	Assessment of Services.....	35
4.9.2	Notice of non-compliant Services.....	35
4.9.3	Rectification of non-compliant Services.....	35
4.10	Intellectual Property Rights.....	35
4.11	LIC ownership of Intellectual Property Rights in Contract Material.....	35
4.11.1	Responsibility of the successful bidder.....	35
4.11.2	Liability of the successful bidder.....	35
4.11.4	Remedy for breach of warranty.....	36
4.11.5	Patent Rights and other litigation costs.....	36
4.12	Moral Rights.....	36
4.12.1	Obtaining consents.....	36
4.12.2	Specified Acts.....	37
4.13	Indemnity.....	37
4.14	Liability.....	38
4.15	Confidentiality and privacy.....	38
4.15.1	Confidential Information not to be disclosed.....	38
4.15.2	Exceptions to obligations.....	39
4.15.3	Obligations on disclosure.....	39
4.15.4	Additional confidential information.....	39
4.15.5	Period of confidentiality.....	39
4.16	Protection of personal information.....	39
4.16.1	Application of the clause.....	39

4.16.2 Obligations.....	39
4.17 Conflict of interest.....	40
4.17.1 Warranty that there is no conflict of interest.....	40
4.17.2 Notification of a conflict of interest.....	40
4.17.3 Ambiguities within the Document.....	40
4.18 Roles and responsibilities.....	40
4.19 Security.....	41
4.19.1 Compliance with LIC requirements.....	41
4.19.2 Security clearance.....	41
4.19.3 Removal of LIC Data.....	42
4.20 Books and records.....	42
4.20.1 Vendor to keep books and records.....	42
4.20.2 Costs.....	42
4.21 Force Majeure or Unforeseen events.....	42
4.21.1 Occurrence of unforeseen event.....	42
4.21.2 Notice of unforeseen event.....	42
4.21.3 Termination.....	42
4.21.4 Consequences of termination.....	42
4.22 Dispute Resolution.....	42
4.22.1 Reconciliation Process.....	42
4.22.2 Notification.....	43
4.22.3 Parties to resolve Dispute.....	43
4.22.4 Confidentiality.....	43
4.22.5 Costs.....	43
4.22.7 Breach of this clause.....	43
4.23 Termination.....	43
4.23.1 Right to terminate.....	43
4.23.2 Termination and reduction for convenience.....	44
4.23.3 Termination by LIC for default.....	44
4.23.4 Termination for Insolvency.....	44
4.23.5 After termination.....	44
4.23.6 Survival.....	45
4.23.7 Severability.....	45
4.23.8 Termination does not affect accrued rights.....	45
4.23.9 Consequences of Termination of the Selected Bidder:.....	45
4.23.10 Business continuity beyond contract period.....	45
4.23.11 Knowledge transfer.....	45
4.24 Notices and other communications.....	46
4.24.1 Service of notices.....	46
4.24.2 Effective on receipt.....	46
4.25 Miscellaneous.....	46
4.25.1 Varying the Contract.....	46
4.25.2 Approvals and consents.....	46
4.25.3 Assignment and novation.....	46
4.25.4 Further action.....	46
4.25.5 Waiver.....	47
4.25.6 Relationship.....	47
4.25.7 Announcements.....	47
4.25.8 Governing law and jurisdiction.....	47
4.26 Inspection and Tests.....	47
4.26.1 System & Solution Acceptance.....	47
4.26.2 Acceptance Testing and sign off.....	48
4.26.3 IPv6 Compliance.....	48

4.27	Support to be provided by LIC	48
4.28	Performance Assessment/Penalties	48
4.29	Governance Structure for Review and Acceptance of Bidder's Work	48
4.30	Substitution of Project Team Members	49
4.31	Professionalism	49
4.32	Adherence to Standards	49
4.33	Escalation matrix	49
4.34	Extension of Delivery Schedule	49
4.35	Liquidated Damages	49
5.	Project Timelines	50
6.	Scope of work and Deliverables	51
6.1	Executive Scope of Work	51
6.2	Current Status	51
6.3	Detailed Scope of work	52
6.4	Action Plan for Compliance of Deliverables	56
6.5	Implementation Procedure	56
7.	Service Level Agreement (SLA), Penalties	58
8.	Payments: terms, conditions, schedule, taxes etc.	60
8.1	Payment Terms	60
8.1.1	Payment Terms & Conditions	60
8.1.2	Payment Schedule	60
8.1.3	Incorrect invoices, under/over payment	61
8.1.4	Expenses	62

1. Definitions & Abbreviations

1.1 Definitions

Accounting Year	1st April to 31st March
Agreement	Any written contract between the Life Insurance Corporation of India and the successful bidder with respect to any/all deliverables or services contemplated by this RFP. Any Agreement shall be deemed to incorporate, as schedules, this RFP, all addenda/corrigenda issued by LIC, the Bid of the successful bidder and mutually agreed modifications thereto.
Acceptance of Tender	Means the letter/fax/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.
Authorized Signatory of the bidder	The person authorized by the company's Board/Managing Director/Director through a proper authorization to represent the company for purpose of this bid submission and finalization.
Bid	The Bidder's written submissions in response to the RFP signed by its Authorized Signatory.
Bidder	A firm fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual capacity.
BFSI	Banking, Financial Services and Insurance companies that provide a range of such products/services
Business Day	Shall be construed as a day excluding Sundays, 2nd and 4th Saturdays of a month and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India
Clarifications	Means Addenda, corrigenda and clarifications to the RFP
Contract	An Agreement signed between LIC and the Selected vendor. The "Agreement" includes the RFP, subsequent modifications to the RFP issued by LIC, response of the selected vendor to the RFP and the agreement document itself.
Contract Value	The grand total of the L1 quote after conclusion of commercial evaluation.
Day	Calendar Day
Deliverables & Services	Means all services and deliverables as per the Scope of Work of this RFP
L1 Bidder	Bidder with L1 quote
L1 quote	Lowest price discovered through the commercial evaluation 1. If Online Reverse Auction is held as per the conditions of the RFP- Lowest price discovered through Online Reverse Auction 2. If Online Reverse Auction is not held as per the conditions of the RFP - Lowest price discovered through Commercial Bid
Law	Shall mean any Act, notification, by law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of any state or any other Government or regulatory authority.
LIC	Means without limitation the "Life Insurance Corporation of India " (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Corporate Office at "Yogakshema", Jeevan Bima Marg, Mumbai 400 021
"Solution"/ "Services"/ "Work"/ "System"/ "IT System"	Means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the implementation/ development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training and other obligation of the Supplier covered under this RFP.
Working Day	Shall be construed as a day excluding Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies or State Governments or Central Government of India as applicable to the concerned LIC office.
Eligibility Bid	This tender process is based on two bid procedure (Technical and Commercial). Eligibility conditions are used in this tender in lieu of empanelling process. Where the words "eligibility bid" appears the same should be read and understood as "response to eligibility conditions criteria".

Terms of Reference	Means the section which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Bidder and expected results and deliverables of the assignment.
“Party” and “Parties” Specifications	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the ‘Parties’ and individually as a ‘Party’. Means all the functional, technical, operational, performance or other characteristics required of a Product or Service as mentioned in the RFP document or any of the annexure or clarifications to the RFP document.
Personnel	Professional and support staff deployed by the Vendor on the project to meet the requirements of this RFP within the timelines mentioned herein. The details of all such personnel will have to be shared in the Personnel Deployment Plan.
Requirements	The Capability, Characteristic, Attribute or Quality of systems as per the schedules, details, description, and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable, specified and implicitly necessitated as per this RFP.
RFP	This Request for Proposal Ref: LIC/CO/IT-BPR/DS/2019-20 Dated: 15/06/2019, inclusive of any clarifications/corrigenda/addenda to this RFP that may be issued by LIC.
Specifications	Means all the functional, technical, operational, performance or other characteristics required of a Product or Service as mentioned in the RFP document or any of the annexure or clarifications to the RFP document.
Specified Personnel	Personnel deployed by the Vendor on the project to meet the requirements of the RFP within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan in response to this RFP.
Successful Bidder	The L1 Bidder/s to whom LIC notifies the award of contract L1 bidder after reverse auction. If no reverse auction, L1 bidder as per the commercial bid.
Timelines	Wherever Timelines have been defined as days, weeks, months; they will mean calendar days, calendar weeks and calendar months.
UAT	User Acceptance Testing – The software will be tested for functionality by panel of users to ensure it can handle required tasks in real-world scenarios according to the specifications.
Vendor	Selected/ Successful Bidder as an outcome of the RFP with whom LIC signs the Contract.

1.2 Abbreviations

Abbreviations	Description	Abbreviations	Description
#	Serial Number	MSA	Master Service Agreement with Successful Bidder
AMC	Annual Maintenance Contract	NCZ	North Central Zone
AS (IT)	Assistant Secretary (IT), LIC	NDA	Non-Disclosure Agreement
BG	Bank Guarantee	NZ	Northern Zone
BO	Branch Office, LIC	OEM	Original Equipment Manufacturer
BOM	Bill of Material	OS	Operating System
BOQ	Bill of Quantities	PAN	Permanent Account Number
CD	Compact Disk	PBG	Performance Bank Guarantee
CMMI	Capability Maturity Model Integration	PC	Personal Computer
CO	Central Office, LIC	PO	Purchase Order
CZ	Central Zone	POC	Proof Of Concept
DC	Data Centre	RFP	Request for Proposal
DO	Divisional Office, LIC	RHEL	Red Hat Enterprise Linux
DR	Disaster Recovery	RM (IT)	Regional Manager (IT), ZO, LIC
ECZ	East Central Zone	SCZ	South Central Zone
ED(IT/BPR)	Executive Director(IT/BPR)	SI	System Integrator
EMD	Earnest Money Deposit	SLA	Service Level Agreement
EZ	Eastern Zone	SO	Satellite Office, LIC
GST	Goods and Services Tax	SPOC	Single Point of Contact
INR	Indian Rupee	SRS	Software Requirement Specification
IPR	Intellectual Property Rights	SZ	Southern Zone
ISO	International Organization for Standardization	UAT	User Acceptance Testing
IT	Information Technology	WZ	Western Zone
ITB	Instructions to Bidders	ZO	Zonal Office, LIC
Manager(IT)	Manager (IT), DO, LIC	ZTC	Zonal Training Centre, LIC
MS	Microsoft		



2. Instructions to Bidders

2.1 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 and having its Central Office at 'Yogakshema', Jeevan Bima Marg, Mumbai - 400021, hereby invites proposals from bidders for supply, implementation and maintenance of Directory Services for Windows and Linux Endpoints and Servers to meet the requirements set out in this Request for Proposal (RFP) - in three parts in three separate sealed covers i.e. Part – I (Minimum Eligibility criteria), Part – II (Technical Bid) and Part - III (Indicative Commercial Bid).

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

LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP/agreement entered pursuant to the RFP and may request for additional information, if required, from the Bidder. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof are deemed to be so taken after taking into account the commercial acumen and LIC does not guarantee or warrant suitability hereof or success to Bidder/Bidders or any other person or party. This RFP describes what is required of the Bidder in terms of services, deliverables, performance measures and outcomes, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the bidder.

Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in his Bid. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the Bidders.

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

For all dates/events pertaining to this RFP bidders are requested to refer to section 2.4 Activity Schedule. Bids received after the stipulated time even on the due date or incomplete in any respect are liable to be rejected.

Wherever reference date is not mentioned, the date of RFP shall be taken as the reference date.

2.2 Overview of the RFP

This RFP is for Supply, Implementation and Maintenance of Hardware, Software, Licences for Directory Services for

- Windows Endpoints - 30000
- Linux Endpoints - 65000

The bidder is free to bring in expertise from the respective OEM or service partners. For all purposes LIC will deal with only the bidder irrespective of the partners to the bid. The bidder should in the bid submission clearly declare the partners to the bid.



LIC reserves its right to increase or decrease the quantity or add to or delete from the requirement (maximum 10%) any item on account of increase in number of users, number of offices or any change in solution implementation architecture. Such change if any will be intimated to all the bidders.

2.3 Pre-Contract Integrity Pact

This RFP is issued on the condition that only those bidders who submit a signed Pre-Contract Integrity Pact with LIC on a stamp paper of Rs. 500 would be eligible to participate in the bidding.

The "Pre Contract Integrity Pact" format is given in Annexure XV.

As per CVC Circular No 10/5/09 dated 18.05.2009 of Standard Operating Procedure (SOP) under clause No 2.02. "Integrity pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings."

Only the bidders who meet all the Eligibility Criteria for this RFP, and also submit the Pre-Contract Integrity Pact are eligible to participate in the RFP.

2.4 Activity Schedule

1.	RFP Reference and Date	LIC/CO/IT-BPR/DS/2019-20 dated 15 th June 2019
2.	Earnest Money Deposit	INR 40,00,000 (Rupees forty lakhs only) in the form of Bank Guarantee issued by a nationalized or scheduled bank, having its office in Mumbai and valid for 1 year from the date of RFP.
3.	Last date for sending pre-bid queries	24 th June 2019 (Monday)
4.	Pre-bid meeting date, time and venue	25 th June 2019 (Tuesday) 11:30 am, LIC of India, Central Office, IT Department, Jeevan Seva Annexe 3rd Floor, S V Road, Santacruz(W), Mumbai – 400 054.
5.	Last date and time for receiving queries on bid	26 th June 2019 (Wednesday) 5:30 pm
6.	Address for receipt/ submission of bids	The Executive Director (IT/BPR), LIC of India, Central Office, IT Department, Jeevan Seva Annexe 2nd Floor, S V Road, Santacruz(W), Mumbai – 400 054.
7.	Last date and time for submission of bids	16 th July 2019 (Tuesday), 3:00 pm
8.	Eligibility Bid opening date, time and venue	16 th July 2019 (Tuesday), 3:10 pm Venue: LIC of India, Central Office, IT Department, Jeevan Seva Annexe 2nd Floor, S V Road, Santacruz(W), Mumbai – 400 054.
9.	Technical bid opening date, time and venue	Will be intimated to the eligible bidders.
10	Indicative Commercial bid opening date, time and venue	Will be intimated to the technically qualified bidders.
11	Online Reverse Auction	Will be intimated to the technically qualified bidders.

12	Contact email id	ds.bid@licindia.com
13	Official website (URL)	https://www.licindia.in

LIC reserves the right to extend the last date for the receipt of RFP Bids. LIC reserves the right to cancel the RFP at any time without penalty and without incurring any financial obligation to the Bidder.

Amendments/corrigendum, if any, to this RFP would be hosted on our website only under <https://www.licindia.in/Bottom-Links/Tenders.aspx>.

Reverse Auction schedule will be notified on the LIC website only.

2.5 General Instructions

1. The Bidder may download the RFP documents from the websites mentioned below:
 - a. LIC Website (<https://www.licindia.in/Bottom-Links/Tenders.aspx>)
 - b. Central Public Procurement Portal of GOI (<http://eprocure.gov.in/cppp/>)
2. The information provided in the RFP is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP.
3. The RFP provides an overview of the requirements, bidding procedures and contract terms. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidder must form their own conclusions about the solution keeping in view, LIC's requirements. Information contained in this RFP and corrigenda, if any, should be taken as guidelines for Bidders.
4. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice.
5. LIC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.
6. LIC has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the work in order to submit viable Bids. However, LIC shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any corrigenda, nor of its being comprehensive or exhaustive. Nothing in this RFP or any corrigenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any corrigenda, as applicable.
7. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every aspect will be at the Bidder's risk and may result in rejection of the Bid.
8. Response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.
9. All the terms and conditions and the contents of the RFP along with the Annexure(s), Clarifications, if any, will be contractually binding and will form part of the resulting

agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.

10. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of LIC. Any notification of preferred Bidder status by LIC shall not give rise to any enforceable rights to the Bidder.

11. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

12. Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non-compliant and the Bid may be rejected. Hence, Bidders must:

- a. Include all required Documents, Certificates, etc. specified.
- b. Follow the format provided and respond to each element in the order as set out
- c. Comply with all requirements as set out.

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

2.6 Consortium

No consortium or joint bid or sub-contracting is allowed.

Bidder needs to fulfill all the eligibility criteria and technical evaluation criteria in their individual capacity.

2.7 Issue of Corrigendum

- i. LIC will endeavour to provide timely response to all queries in utmost good faith. However, LIC at its discretion may choose not to respond to the query which is not under purview of this RFP.
- ii. At any time prior to the last date for receipt of Bids, LIC may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP Document by issuing corrigendum.
- iii. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on LIC's website www.licindia.in under Tender section and also on Central Public Procurement Portal of GOI under the link <http://eprocure.gov.in.in/cppp/>.
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. In order to allow Bidders a reasonable time to take the amendments if any, into account in preparing their Bids, LIC, at its discretion, may extend the last date for the submission of Bids.
- vi. Any change in the timelines as decided by LIC will be posted in LIC website. The Bidders, in their own interest are requested to check the website regularly to know the updates.

2.8 Terms and Conditions

Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP along with its Annexure, clarifications, appendices, addenda, corrigenda issued.

All the terms and conditions and the contents of the RFP along with the Annexure(s), clarifications, appendices, addenda, corrigenda issued will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful bidder and any resulting contracts with the vendor/s from time to time as an outcome of this RFP Process.

2.9 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.

2.10 Relationship between LIC and the bidders

No binding relationship exists between any of the bidders and LIC till the execution of a contractual agreement.

2.11 Information provided in the RFP

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

2.12 Earnest Money Deposit

- a. Bidders shall submit, along with the Bid, EMD of Rs. 40,00,000/- (Rs. Forty Lakhs Only) in the form of unconditional and irrevocable Bank Guarantee, payable at Mumbai, which should be executed by a Nationalized/ Scheduled bank as per the format given in Annexure I.
- b. EMD should be valid for a period of 1 year from the date of RFP.
- c. Bids submitted without EMD or submitted with an EMD not conforming to above criteria, will be treated as non-responsive and will be summarily rejected by LIC.
- d. LIC will not pay any interest on the EMD for any period in any case.
- e. EMD will be returned to the issuing Bank under intimation to the selected Bidder in lieu of the performance bank guarantee submitted by it.
- f. The EMD of those Bidders, who do not qualify in the technical evaluation or commercial evaluation, will be returned to the issuing Bank without interest after completion of RFP process.
- g. The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if:
 - i. In the case of a successful Bidder, the bidder qualifies and backs out of the L1 quotes or, if the Bidder fails
 - To sign the Contract; or
 - To furnish unconditional and irrevocable Bank Guarantee towards the Performance Guarantee as mentioned in this RFP or
 - to furnish Non-Disclosure Agreement (NDA) as per LIC's format (Annexure XII).
 - ii. The bidder is found to be indulging in Fraudulent & Corrupt practices as mentioned in this RFP;
 - iii. The Bidder withdraws or amends its Bid during the period of Bid validity; or
 - iv. 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; or
 - v. Bidder does not respond to requests for clarification of its Proposal.
 - vi. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.

- vii. In the case of a successful Bidder being identified, the successful Bidder withdraws its offer
- viii. or if the bidder fails to sign the Contract or to furnish Bank Guarantee towards Performance Guarantee as mentioned in this RFP.
- ix. The soft copies of the item specifications (technical and commercial) are not submitted or not readable or only blank CD is submitted.
- h. In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.
- i. The EMD of the unsuccessful Bidders as per the commercial evaluation, will be returned to the Bank of the Bidder without interest after the process under this RFP is over.
- j. Bids submitted without EMD or EMD not submitted conforming to above criteria, will be treated as non-responsive and will be summarily rejected by LIC.

2.13 Pre-Bid Meeting & Clarifications

- a. LIC shall hold a pre-bid meeting with the prospective bidders as stated in Activity Schedule. The Bidders will have to ensure that all their queries are submitted in one consolidated e-mail in a single excel sheet as per the format mentioned in 'Annexure XIII' – Pre-Bid Queries Template, latest by the date & time mentioned in the Activity Schedule.
- b. Only 2 representatives per bidder will be allowed to attend the meeting/events related to this RFP and the names of the attendees will have to be informed on the mail ds.bid@licindia.com two business days prior to the date of the meeting/event. Representatives of the bidder(s) attending the meeting/event will have to bring their company Identity Cards for verification.
- c. Clarifications, if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document, have to be obtained by the bidder latest by the date & time mentioned in the Activity Schedule. Thereafter, no representations/queries will be entertained in this regard. Later on, if any issue(s) arise, LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.
- d. The queries should necessarily be submitted in the format as per 'Annexure XIII' – Pre-Bid Queries Template to the email id ds.bid@licindia.com.
- e. LIC will endeavor to provide timely response to all queries. However, LIC shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by LIC.
- f. At any time prior to the last date for receipt of bids, LIC may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document through clarifications.
- g. Clarifications will be notified to Bidders through website <https://www.licindia.in/Bottom-Links/Tenders.aspx> only. These clarifications (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document.
- h. In order to provide prospective bidders reasonable time for taking the clarifications into account, LIC may, at any time prior to the date of bid submission, extend the date for the submission of Bids.
- i. Verbal requests for clarification will not be entertained.

2.14 Instructions for Bid Submission

The Bidders should submit their Bid along with required Bank guarantee towards the EMD, Annexures, Certificates and other required documents as stated in the Section “Eligibility Criteria” or elsewhere in the RFP, in sealed envelopes in the following manner:

a. **Envelope 1 - Pre-Contract Integrity Pact**

1. The Hardcopy of the signed Pre-Contract Integrity Pact on a stamp paper of INR 500.
2. Earnest Money Deposit (Bank Guarantee drawn on any Nationalized/scheduled bank payable at Mumbai for Rs. 40,00,000) should be submitted in a sealed envelope super scribed as: “**PRE-CONTRACT INTEGRITY PACT** for RFP Ref: LIC/CO/IT-BPR/DS/2019-20 Dated: 15/06/2019 for Directory Services for Windows and Linux Endpoints and Servers.

SUBMITTED BY _____ (Bidder’s Name)”

- ### b. **Envelope 2 - Eligibility Bid** –The Hardcopy and Softcopy on CD of the Eligibility Documents should be submitted in a sealed envelope super scribed as: “**ELIGIBILITY BID** for RFP Ref: LIC/CO/IT-BPR/DS/2019-20 Dated: 15/06/2019 for Directory Services for Windows and Linux Endpoints and Servers.

SUBMITTED BY _____ (Bidder’s Name)”

- ### c. **Envelope 3 - Technical Bid** – The Hardcopy and Softcopy on CD prepared towards the response of Technical Bid should be submitted in a separate envelope super scribed as: “**TECHNICAL BID** for RFP Ref: LIC/CO/IT-BPR/DS/2019-20 Dated: 15/06/2019 for Directory Services for Windows and Linux Endpoints and Servers.

SUBMITTED BY _____ (Bidder’s Name)”

- ### d. **Envelope 4 - Indicative Commercial Bid** – The Hardcopy and Softcopy on CD prepared towards the response of Indicative Commercial Bid should be submitted in a separate envelope super scribed as: “**INDICATIVE COMMERCIAL BID** for RFP Ref: LIC/CO/IT-BPR/DS/2019-20 Dated: 15/06/2019 for Directory Services for Windows and Linux Endpoints and Servers.

SUBMITTED BY _____ (Bidder’s Name)”

Please Note that Prices must not be indicated in the Technical Bid but should only be indicated in the Indicative Commercial Bid failing which the Bid may be rejected.

- e. All envelopes and CD should then be put in a single bigger envelope/ cover which should be sealed and bear the name, address, and seal of the bidder and RFP reference.
- f. The indicative prices are ONLY to be quoted in the commercial bid.
- g. All hardcopies of the bid must be spirally bound and pages serially numbered.
- h. The hardcopies of the bid (all documents and Annexure submitted as a part of bid or called for by LIC) must be duly signed on each page and stamped on each page. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for unamended printed literature.
- i. The bid may be treated as legally void and may be rejected if:
 - i. Bid is not signed by the duly authorized person or
 - ii. Bid submitted is unsigned or partially unsigned or
 - iii. An image of signature found pasted on pages instead of wet signature or
 - iv. Scanned bid is submitted
 - v. Integrity pact (duly filled and signed) and EMD are not enclosed or
 - vi. Bids are not submitted in respective envelopes as stipulated above.

- j. By submitting a signed bid, the bidder's signatory certifies that in connection with this RFP:
- i. The bidder's organization or an agent of the bidder's organization has arrived at the technical offer and prices in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition,
 - ii. The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor.
 - iii. No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- k. Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the tender document. Sealed Bids should be addressed to The Executive Director (IT/BPR) and should be deposited in the tender box at the address as per the date and time given in the activity schedule.
- l. No consideration will be given to a bid received after the date and time stipulated by LIC and no extension of time will be permitted for submission of bids.
- m. The Corporation will not be responsible for non-receipt of bids within the specified date and time due to any reason.
- n. The hardcopies of the bid (all documents and Annexures submitted as a part of bid or called for by LIC) must be spirally bound, serially numbered, duly signed and stamped on each page of the bid document. Bid shall be signed by the duly Authorised Signatory of the bidder. The person signing the bid shall sign all pages of the bid, except for un-amended printed product literature/technical data-sheet available in the public domain.
- o. Please note that if the sub envelope containing technical bid is found to contain Indicative commercial Bid also, then that bid will be rejected outright.
- p. Please Note that Prices must not be indicated in the Technical Bid, failing which the Bid may be rejected.
- q. The bidder should not respond to this RFP / quote for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected.
- r. Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/ tender and subsequent modification(s) to this tender, if any.
- s. The Bidder should certify that the contents of the CD's are the same as that provided by way of hard copy. The format of the letter to be submitted is given in Annexure IX. In the event of a discrepancy, the hard copy details would prevail.
- t. The Bidders should submit their Bid along with required Bank guarantee towards the EMD, Annexure IX, other required documents and Certificates as stated in the Section – Eligibility Criteria or elsewhere in the RFP.
- u. All hardcopies of the bid must be spirally bound and pages serially numbered.
- v. The successful bidder shall submit, a duly notarized Non-Disclosure agreement on a stamp paper of Rs.500 (Rupees five hundred only) as per the format given in Annexure XII duly signed by the Authorized Signatory of the Company.
- w. Ordinarily the bid shall contain no overwriting. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them. Overwriting/ correction in the commercial bids are not permitted and any such overwriting in commercial bid will lead to its rejection.
- x. The 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 shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.

- y. The contents of the Soft copies submitted in a Read-Only CD/DVD (Separate CD/DVDs for Eligibility & Technical and Indicative Commercial Bid in respective sealed envelopes) and the contents of the Hard copies shall be exactly the same. However, in case of discrepancy between the contents of soft copy and hard copy, contents of hard copy will prevail.
- z. During Bid evaluation, if any deviation is observed, LIC may call for clarifications/ confirmations and may decide to accept any deviation at its discretion and the decision of LIC in this matter will be final. However, this will be done before opening of commercial bids.
- aa. If any compliance or clarification sought by LIC is not submitted within 5 business days of being called for, the bids are liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final and binding.
- bb. During scrutiny of technical bid, if any technical specification/s of any item is/ are changed by mutual consent to meet our requirement, all the Bidders will be informed of the same and asked to submit fresh quotation for that/ those item/s if any, in a separate cover duly sealed and super-scribed "REVISED BID for RFP Ref: LIC/CO/IT-BPR/DS/2019-20 Dated: 15/06/2019 for Directory Services for Windows and Linux Endpoints and Servers".

2.15 Non-Disclosure Agreement (NDA)

The selected bidder shall submit along with the Bid, a duly notarized Non-Disclosure agreement on a stamp paper of Rs.500 (Rupees five hundred only) or of an appropriate value applicable in the relevant state/ Union Territory as per the format given in 'Annexure – XII' which should be duly signed by the Authorized Signatory of the Company.

2.16 Language of Bid

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

2.17 Prices

- a. Prices payable to the vendor will be fixed as derived from the Final L1 quote after Online Reverse Auction and will be exclusive of GST. Prices once fixed will be valid throughout the entire contract period.
- b. Escalation of Costs: The vendor will in no circumstance be entitled to any escalation of costs or price of any material/ items supplied or services tendered under the contract. The prices will not be subject to variation on any account.

2.18 Taxes and Duties

Vendors will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST.

2.19 Deduction of Taxes at Source

LIC will deduct taxes from the amounts due and payable to the vendor wherever applicable. LIC will provide vendor with the statement of any taxes deducted by LIC on payments under the contract. The vendor agrees to reimburse and hold LIC harmless from any deficiency including penalties and interest relating to taxes including recovery of any tax retrospectively that are its responsibility under this clause. For purposes of the contract, taxes shall include taxes incurred on transactions between LIC and the vendor.

2.20 Bid Currencies

Prices for all the components shall be quoted in Indian Rupee (INR) only.

2.21 Arithmetical errors

The 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 shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.

2.22 Documents Required for the Bid Submission

2.22.1 Eligibility Bid

S.No.	Documents
1.	Annexure I – Bank Guarantee for EMD
2.	Annexure II – Minimum Eligibility Criteria & Bidder’s Details & supporting Documents
3.	Annexure III – Format of OEM Undertakings
4.	Annexure IV - Self Declaration Format
5.	Annexure VI A – Project Citation Details
6.	Annexure VI B - Project Experience Details for POs referred
7.	Annexure XV – Pre-Contract Integrity Pact

2.22.2 Technical Bid

S.No.	Documents
1.	Annexure V – Functional and Technical Requirements
2.	Annexure VII - Bill Of Quantities
3.	Annexure VIII - Service Support Details/ Escalation Matrix
3.	Annexure IX – Technical Bid Form (Covering Letter)
4.	Annexure X – Hardware Sizing Details Document
5.	Annexure XVI – Project Plan

2.22.3 Indicative Commercial Bid

S.No.	Documents
1.	Annexure XI - Indicative Commercial Bid Details

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

2.23 Procedure for opening of the bids

- Bids received before the specified closing date and time in the Activity Schedule will be opened in the presence of bidders’ representatives (maximum two representatives per bidder in each of the bid openings) who choose to attend the opening of the bids on the specified date, time and venue as given in the Activity Schedule.
- The date and Venue of the opening of the bids shall be as per the Activity Schedule. The Master Envelope shall be opened by LIC in the presence of the bidders/their authorized representatives who choose to attend, as per the activity schedule.
- The Eligibility Bid along with the Technical bid shall be opened as stated in the activity schedule and after completion of evaluation of eligibility bid, the result of the bidders qualifying for the technical evaluation will be notified on the LIC website.
- On completion of the Technical Bids evaluation, the list of short-listed bidders and the date, time & venue of opening of their Commercial bids will be notified on the LIC website.
- The commercial bids of technically shortlisted bidders will be opened by LIC in the presence of the bidders/ their authorized representatives who choose to attend.
- The representatives of the bidders should carry the organization’s photo identity card or a letter of authority bearing their photograph from the bidder organization to identify

their credentials for attending the opening of the Eligibility, Technical and Indicative Commercial Bids.

2.24 Clarification sought by LIC on Bids

- a. During evaluation of bids, if any deviation is observed, LIC may call for clarifications on its bid from bidders. The request for clarification and the response shall be in writing. LIC may decide to accept any deviation at its discretion. However this will be done before opening of commercial bids.
- b. If any compliance or clarification sought by LIC is not submitted within 7 business days of being called for, the bids are liable to be rejected.
- c. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.

2.25 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.

2.26 Compliant Bids / Completeness of Response

- a. The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.
- b. Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- c. Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant. In such a case, the bid may be rejected.
- d. Bid with insufficient information to permit a thorough evaluation may be rejected.
- 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.
- f. Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid in the best interests of LIC.
- g. If a bid is not responsive and not fulfilling all the conditions of the RFP, it will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- h. 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.

2.27 Bid Validity Period

- a. Bids shall remain valid for one year from the last date of bid submission as prescribed by LIC, in the Activity Schedule. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period.
- b. In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

2.28 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.

2.29 Evaluation Process

- a) LIC will evaluate the Bids submitted in response to the RFP and all supporting documents / documentary evidences as per the requirements stated in the RFP documents and its subsequent modifications (if any).
- b) LIC may ask for meetings with the Bidders to seek clarifications on their bids.
- c) Technicalities or minor irregularities in bids may be waived during evaluation if it is in LIC's best interest. The bidder may either be given an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or the deficiency waived if it is to LIC's advantage so.
- d) Evaluation of the responses to the bids and subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC and will be binding on the bidders. LIC's decision shall be final and no correspondence seeking clarifications about the decision shall be entertained.

2.30 Eligibility Criteria Evaluation

The Bidder needs to comply with all the eligibility criteria mentioned below in Stage 1 of the RFP to be eligible for evaluation in Stage 2. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in "Annexure II - Minimum Eligibility Criteria". Any credential detail mentioned in "Annexure II - Minimum Eligibility Criteria" and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters/ purchase orders/ contract copies should be appropriately bound, labelled and segregated in the respective areas. The Bidder needs to provide the minimum number of credentials mentioned in Annexure VI A, but there is no restriction on the number of credentials a Bidder can provide. The bidder has to provide Project Experience Details for POs referred to in Annexure VI A in the format given in Annexure VI B

The decision of LIC would be final and binding on all the Bidders to this RFP. LIC may accept or reject an offer without assigning any reason whatsoever.

Evaluation Process will consist of following stages:

- a. Stage 1 – Eligibility Criteria Evaluation
- b. Stage 2 – Technical Bid Evaluation
- c. Stage 3 – Commercial Evaluation

The evaluation will be based on:

- a. Ability to meet Minimum Eligibility criteria
- b. Ability to meet detailed Functional and Technical requirements
- c. Implementation capabilities
- d. Support capabilities
- e. Total Cost

2.30.1 Stage 1- Eligibility Criteria Evaluation

- a. The Bidder needs to comply with all the eligibility criteria mentioned below in section 3 of this RFP to be eligible for evaluation in Stage 2. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal.

- b. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in **Annexure II** - Minimum Eligibility Criteria.
- c. Any credential detail mentioned by the bidder in **Annexure II** - Minimum Eligibility Criteria and not accompanied by relevant proof documents may not be considered for evaluation.
- d. All credential letters should be appropriately bound, labeled and segregated in the respective areas. The bidder needs to provide the minimum number of credentials as mentioned in Annexure II, but there is no restriction on the maximum number of credentials a Bidder can provide.
- e. The decision of LIC would be final and binding on all the Bidders to this RFP.
- f. LIC may accept or reject an offer without assigning any reason whatsoever.

2.30.2 Stage 2 – Technical Bid Evaluation

The technical bid submitted by the Bidder will be evaluated only if they qualify the eligibility criteria.

The solution proposed by the bidder should conform to the Functional and Technical requirements listed out in **Annexure- V**.

Technical Presentation

- a. LIC may require the Bidders to make presentations regarding various aspects of the proposed solution which will be a part of bid submission. This process will also enable LIC to clarify issues that may be identified from the Bidders' response to the RFP.
- b. LIC may schedule the presentations and intimate the bidders of the time and location.
- c. Failure of a bidder to complete a scheduled presentation may result in the rejection of that Bidder's proposal.
- d. The agenda for the presentation will be shared along with the exact time and location for the presentation.

Technical Negotiations

- a. Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Bidder to improve the Terms of the RFP.
- b. LIC and the Bidders will finalize the Terms of the RFP, staffing schedule, work schedule, logistics, and reporting. LIC shall prepare minutes of negotiations which will be signed by LIC and the Bidder.
- c. LIC may go for normalization of hardware and software after consultation with all the bidders and accordingly they may have to resubmit BOM/BOQ and/or Indicative Commercial Bids if required.

2.30.3 Stage 3 – Indicative Commercial Evaluation

- a. The indicative commercial bid submitted by the Bidder will be evaluated only if they qualify the technical criteria.
- b. The indicative commercial bid has to be in the format as provided in Annexure XI- Indicative Commercial Bid Details. The indicative commercial Bid details will need to be provided for all requirements of LIC to arrive at TCO (Total Cost of ownership) of the solution.
- c. The total cost to be specified by the Bidder must be as per Annexure XI- Indicative Commercial Bid Details.

2.31 Normalization of Bids

1. LIC may, at its sole discretion, decide to seek more information from the Bidders in order to normalize the Bids. However, Bidders will be notified separately, if such normalization exercise is resorted to.
2. Normalization will be done to the extent possible and feasible to ensure that Bidders are meeting the requirements of the RFP to the extent possible and that the interest of LIC is protected. LIC reserves the right to normalize any or all of the technical bids. If such normalization has a bearing on the price, LIC may at its discretion ask the bidders eligible for technical evaluation to submit the technical and indicative commercial bids once again for scrutiny.
3. The submissions can be requested by LIC in the following two manners:
 - a. Incremental technical bid and/or incremental price submissions in part of the requested clarifications by LIC (or)
 - b. Revised technical and/or price submissions of the part or whole Bid
4. The process of normalization may be iterative till such time LIC is satisfied with the response of the Bidders.
5. Post the normalization process in case any Bidder has not quoted for any of the components, the response would be deemed to conclude that the unquoted components required for meeting the functional and technical requirements including the service levels specified in this RFP have been included in the total cost in the Annexure XI - Indicative Commercial Bid.
6. The Bidder, by participating in this tender, agrees to the normalization process being followed and adopted by LIC and has no reservation on the process adopted. In the event the Bidder has any query on the normalization process the same may be raised by the Bidder as part of the pre-bid queries.
7. This clause is applicable for only those items where the Bidder has quoted inadequately in terms of quantity or description or sizing, in such cases the bidder will provide the additional quantities at the same rates quoted in the price Bid.
8. This clause is not applicable for items where the Bidder has missed out quantities or scope items, in such cases the bidder will have to make good such items or scope at no additional cost to LIC.
9. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to LIC during this process.
10. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

LIC, at its discretion, will go through a process of normalization of the bids to the extent possible and feasible, to ensure that Bidders are more or less on the same technical ground. However, Bidders will be notified separately, if such normalization exercise is resorted to. After the normalization process, if LIC's technical evaluation team feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids, LIC may at its discretion ask all the technically short-listed Bidders to resubmit:

- Incremental Technical and Commercial bids, or
- Complete Technical and Commercial bids once again.

LIC can repeat this normalization process several times at after each submission and subsequent evaluation of the technical submission, till LIC is satisfied. By responding to this RFP, the Bidders have agreed that they have no reservation or objection to the process & conditions of normalization and will participate in the normalization process and extend their cooperation to LIC during this process.

2.32 Reverse Auction

After the opening of Commercial Bids (indicative) of technically qualified bidders, Online Reverse Auction will be held.

- a. There will be an online reverse auction for the proposed solution under RFP.
- b. The Indicative Commercial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- c. Thereafter, the technically qualified bidders will be required to participate in online reverse auction for which web-based e-tender platform will be made available by LIC.
- d. The date, time, platform and process of online reverse auction will be communicated to the bidders by LIC.
- e. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- f. Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder.
- g. During reverse auction, the participating vendors shall input only the total cost that they have to offer.
- h. The bidder with lowest commercial bid at the close of online reverse auction will be declared as L1 bidder.
- i. After the close of online reverse auction, the L1 bidder shall provide a commercial breakup of all the line items along with the working sheet to LIC within 3 business days (excluding Saturdays, Sundays and Holidays under NI Act. as applicable in Maharashtra), failing which LIC reserves the right to reject the bid.
- j. The commercial figure quoted will be an all-inclusive figure – inclusive of out of pocket expenses, traveling, boarding, lodging, all taxes, duties, license fees, road permits and transit insurance etc., except GST. No such expenses will be reimbursed separately.
- k. Any conditional bid may be rejected.
- l. The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency notified by Controller of Certifying Authorities (CCA) as per Information Technology Act, 2000 as amended from time to time.
- m. Bidders will not be required to pay any amount for participating in online reverse auctions related to this RFP, except for digital certificates needed by the bidder.
- n. LIC will determine the Start Price and other parameters for the Reverse Auction on its own and / or by evaluating the price band information available in the commercial bids of the technically qualified bidders.
- o. In case, only one bidder is technically qualified, no reverse auction will take place. However, LIC reserves right to negotiate price with the lone bidder. The price once finalized through online reverse auction or negotiation will be termed as the “approved price”.
- p. LIC will determine the Start Price and other parameters for the Reverse Auction –
 - i. on its own and / or
 - ii. by evaluating the price band information available in the (indicative) commercial bids of the technically qualified bidders
 - iii. Based on the lowest quote received in the (indicative) commercial bids.
- q. Based on the Total Cost of Ownership (TCO) declared by the Bidders during the Reverse Auction, 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 score and so on.)
- r. The bidder with the L1 Quote, post the Online Reverse Auction and Commercial evaluation will be declared L1 Bidder.
- s. The bidders are expected to broadly maintain the proportion of prices for various line items of Bill of Material/ Indicative Commercial bid, even when the total price has reduced in the auction. Any significant reduction in the cost of Expert Services /Professional Support/Training / OEM Services/Manpower deployment is not desired

during reverse auction. LIC may require the bidder to justify and maintain reasonableness of cost of such items. LIC's decision in this matter shall be final and binding.

- t. The final outcome of the bidding process will be published on the LIC website.
- u. The bid price shall be in Indian Rupees.
- v. 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.
- w. The bidder would need to provide all costs in Annexure XI - Indicative Commercial bid.
- x. After the close of online reverse auction, the L1 bidder shall provide a commercial breakup of all the line items along with the working sheet to LIC within three days (excluding Saturdays, Sundays and Holidays under NI Act. As applicable in Maharashtra), failing which LIC reserves the right to reject the bid and forfeit EMD.
- y. In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid and EMD.
- z. The selected L1 bidder will be informed about the selection and the result will be notified on the LIC website and the bidders are advised to visit the above website for any information in reference to this RFP.

Within fifteen business days of notification of award from LIC, the Bidder will furnish Performance Bank Guarantee, valid for the entire contract period. After the submission of Performance Bank Guarantee by the successful Bidder, the Bidder will be required to enter into a contract with LIC.

In case the selected bidder fails to submit performance guarantee within the time and manner stipulated, LIC at its discretion may cancel the notification of award placed on the selected bidder without giving any notice whatsoever.

- In the event the Bidder has not quoted or has omitted any product or service, then it will be deemed that the Bidder shall provide the same product and/ or service at no additional cost to LIC.
- At the end of warranty period, the contract may be renegotiated as mutually agreed by both parties. The Bidder shall not add any conditions/ deviations in the commercial bid. Any such conditions/ deviations may make the bid liable for disqualification.
- At this stage, the bank guarantee of the unsuccessful Bidder(s) shall be returned to their bankers. LIC will send a letter to such Bidders inform them of the returning of bank guarantee.
- The bidder with the lowest quote at the end of the reverse auction process will become the successful bidder.

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 bid after Online Reverse Auction) as successful bidder provided this bidder agrees to match the commercial bid of the L1 bidder.

2.33 Notification Criteria

LIC will award contract to the Successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose bid has been determined to be responsive, and is the lowest price bid at the end of online reverse auction.

2.34 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

LIC reserves the right to accept or reject any proposal and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any

liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for LIC's action.

2.35 Notification of Award

LIC will notify the successful bidder in writing that its proposal has been accepted. After Online Reverse Auction, LIC will notify the successful bidder in writing, that its proposal has been accepted and send the Bidder the Contract Form incorporating all terms and conditions between the two parties. The Bidder, in turn, has to confirm the acceptance for the Offer made by LIC through mail or registered letter. LIC's decision in this matter will be final and binding.

2.36 Contracting

The notified Bidder who submits the Performance Bank Guarantee as above will enter into the contract for the execution of this project with LIC as per the terms and conditions of this RFP.

LIC reserves the right to incorporate standard contract provisions and the contract shall at all times be compliant to:

- “Contract Agreement for Selection of System Integrators/ Implementation Agencies”
<https://www.meity.gov.in/writereaddata/files/implementing-services.pdf>
- Provision of the CVC and GoI on procurements
- General Financial Rules 2017 for contract management
https://doe.gov.in/sites/default/files/GFR2017_0.pdf

LIC reserves the right to incorporate standard contract provisions into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the Bidder, but may not substantially alter the requirements of this RFP. Further, the successful Vendor is to be aware that all material submitted in response to this RFP, as well as the RFP itself, will form a part the final contract. The selected Vendor(s) will sign a contract with LIC to provide the items named in their responses, at the prices listed. The Contract will be subject to review throughout its term. LIC will consider cancellation of contract upon discovery that the selected Vendor is in violation of any portion of the Contract, including an inability by the Vendor to provide the products, support and/or service promised in their response.

LIC reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the LIC.

- a. LIC reserves the right at the time of award of contract and during the term of the contract to vary the quantity of services and goods specified in the RFP without any change in unit prices or other terms and conditions.
- b. LIC, at all times, reserve the right to modify, include or exclude procurement of products under consideration in this RFP if it is to LIC's advantage to do so.
- c. LIC reserves the right to shift/divert the equipment to other locations from where they are. In such cases, the warranty / AMC shall continue to be in force at the new location and the supplier has to continue to extend his support for the same at the new location.

2.37 Order

Methodology for placing orders for implementation/ maintenance of Directory Services Solution:

- a. LIC will identify L1, L2, L3... bidders on the basis of commercial bids quoted by them; the lowest commercial bid being the L1 bid, and so on.
- b. LIC will issue purchase order to the L1 bidder in two phases.

- c. In case the L1 bidder expresses his inability or fails in POC or fails to deliver and implement/maintain the entire solution within the stipulated timeline, LIC may decide to provide opportunity to the L2 bidder for the same, provided L2 bidder agrees to match the price quoted by L1 bidder.
- d. In case L2 bidder refuses to accept this offer within the timeframe provided by LIC, then same opportunity will be provided to L3 bidders to match the price quoted by L1 bidder and deliver and implement the entire solution.

2.38 Performance Bank Guarantee (PBG)

- a. After finalization of the RFP process, the selected bidder should submit an unconditional and irrevocable performance bank guarantee (from a scheduled/ nationalized Bank) within 15 days of being intimated by LIC which should be equal to 20% of the final commercial quote by bidder at the end of online reverse auction for RFP line items.
- b. In case the selected bidder fails to submit performance guarantee within the time stipulated, LIC at its discretion may cancel the notification placed on the selected bidder without giving any notice.
- c. The PBG should be valid for the entire contract period from the date of its submission to LIC.
- d. In case of extension of the contract by LIC, the vendor should submit fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity period of the tender. This should happen within one month prior to the expiry of the earlier PBG, unless otherwise intimated by LIC.
- e. Format for submitting the Bank Guarantee is attached herewith as Annexure I and should be executed by a Nationalized/ Scheduled bank acceptable to LIC and having Branches in Mumbai.
- f. The PBG will not carry any interest.
- g. The PBG may be required to be submitted in multiple numbers, if required by LIC.
- h. The PBG may be invoked for entire amount if the vendor backs-out of his obligations as per this tender or if the fresh PBG is not received by LIC one month prior to the expiry of the earlier PBG; apart from other actions that may be decided by LIC.
- i. The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract:
 - i. The bidder fails to honour expected deliverables or part as per this RFP after issuance of PO
 - ii. Any legal action is taken against the bidder restricting its operations
 - iii. Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder.
 - iv. LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions
- j. The performance guarantee will be discharged by LIC and returned to the issuing Bank with intimation to the Vendor not later than 60 days following the date of completion of the Vendor's performance obligations including any warranty obligations under the contract.
- k. In the event of any contract amendment, the Vendor shall, within seven days of agreeing to such amendment, furnish the amended performance guarantee, valid for the duration of the Contract as amended, including warranty obligations.

2.39 Signing of Contract

Post submission of Performance Guarantee by the successful bidder, LIC shall enter into a contract with the successful bidder, incorporating all clauses of RFP, all clarifications and the response to the RFP of the successful bidder.

2.40 Contacting LIC

No Bidder shall contact through any means of communications LIC or its employees on any

matter relating to this bid, from the date of floating of RFP to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of LIC or has some queries related to the bid, it should do so through the designated email-ID given in the Activity Schedule. Any effort by a Bidder to influence LIC in its decisions on bid evaluation, bid comparison or contract award shall result in rejection of the Bidder's bid.

2.41 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/may not 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, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.
- d. LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. The decision of LIC will be final in this matter.

2.42 Disqualifications

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

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

2.43 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, LIC shall reject a Proposal without being liable in any manner whatsoever to the applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the evaluation Process. In such an event, LIC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to LIC for, inter alia, time, cost and effort of LIC, in regard to the RFP, including consideration and evaluation of such bidder's Proposal.

Without prejudice to the rights of LIC under Clause above and the rights and remedies which LIC may have under the Letter of Notification of Award or the Agreement, if the bidder, as the case may be, is found by LIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Letter of Notification of Award or the execution of the Agreement, such Bidder shall not

be eligible to participate in any IT related tenders or RFP issued by LIC for a period of 3 years from the date of such finding, as the case may be, is found by LIC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

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

2.44 Consortiums or sub-contractor

No consortium bidding is allowed. LIC will not consider joint or collaborative proposals that require a contract with more than one prime Vendor. Bidder need to fulfill all the eligibility criteria and technical evaluation criteria in its individual capacity unless mentioned otherwise.

2.45 Conflict of Interest

2.45.1 Warranty that there is no conflict of interest

The Vendor will warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the contract no conflict of interest exists or is likely to arise in the performance of its obligations under the contract.

- a. Bidder shall not have a conflict of interest that may affect the evaluation process. Any bidder found to have a conflict of Interest shall be disqualified. In the event of disqualification, bidder shall forfeit and LIC shall appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to LIC for, inter alia, the time, cost and effort of LIC including consideration of such bidder’s

Proposal, without prejudice to any other right or remedy that may be available to LIC hereunder or otherwise.

- b. LIC requires that the Bidder provides professional, objective, and impartial advice and at all times hold LIC's interests' paramount, avoid conflict with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to LIC, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC
- c. Without limiting the generality of the above, bidder shall be deemed to have a conflict of Interest affecting the evaluation process, if:
 - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate;
 - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to LIC for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.

2.45.2 Notification of a conflict of interest

The Vendor shall make a disclosure to LIC as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days and any breach of this obligation of disclosure shall be construed as Conflict of Interest. LIC shall, upon being notified by the Vendor under this Clause, decide whether it wishes to terminate this Services or otherwise, and convey its decision to the Vendor within a period not exceeding 15 (fifteen) days.

3. Eligibility Criteria

The response to the Eligibility Criteria (EC) should contain detailed responses to all the conditions mentioned below.

(Bidder to satisfy all the criteria in his individual capacity unless mentioned otherwise.)

Sl No	Criteria	Documents to be submitted
1.	<p>a) The bidder should be a registered entity in India (or) a company/ statutory body owned by Central/ State Government.</p> <p>b) The bidder should be registered for Goods and Services Tax.</p> <p>c) The bidder should have valid PAN.</p>	<p>a) Copies of the Certificate of Incorporation/ registration.</p> <p>b) Valid GST registration certificate.</p> <p>c) Copy of PAN card.</p> <p>Note: For Statutory bodies/ Govt. undertakings proof of ownership by Authorized personnel.</p>
2.	<p>Bidder should have implemented and maintained Directory Services solution for Windows/ Linux in at least three organizations with minimum 5000 endpoints each, in the last five Financial Years in the specific delivery method i.e. on premises, in India. The start date/ Purchase Order Date and the Completion/ Go-Live Date should fall within the five Financial year period.</p>	<p>Copies of either the purchase order or work order or Service Contract and Work Completion Certificate or Sign Off document, along with Client Reference Format (Annexure – VI A) for each organization submitted as reference.</p> <p>The documentary evidence submitted should reflect the contract start date, date of implementation</p>
3.	<p>The proposed Directory Services should have been implemented and be live with 10,000 or more connected Endpoints (Windows and Linux Individually) with at least 5 desktop policies in one organization during the last five Financial Years.</p>	<p>Copies of either the purchase order or work order or Service Contract and Work Completion Certificate or Sign Off document, along with Client Reference Format (Annexure – VI A) for each organization submitted as reference.</p> <p>The documentary evidence submitted should reflect whether the solution is live.</p>
4.	<p>Bidder should be a OEM certified Partner and as such duly authorized to sign Agreement with OEM and to supply OEM's products and should have back to back support agreement with OEM</p>	<p>Bidder should provide a letter from OEM(s), certifying that the bidder is Partner of the OEM and duly authorised to sign Agreement with OEM and to supply OEM's products/ services and has back to back support agreement with OEM. Manufacturer's Authorization Form (MAF) as given in Annexure III is to be provided for Hardware & Software</p>

5.	Bidder must have minimum annual revenue of Rs. 25 crores in each of the last three financial years (2016-17, 2017-18, 2018-19)	<p>Copies of Audited Financial statements to be enclosed.</p> <p>Please enclose a certificate confirming above figures from CA/ statutory auditors of company if, separate final accounts are not available.</p> <table border="1" data-bbox="868 510 1406 689"> <thead> <tr> <th>FY</th> <th>Annual Revenue in Rupees Crores</th> </tr> </thead> <tbody> <tr> <td>2016-17</td> <td></td> </tr> <tr> <td>2017-18</td> <td></td> </tr> <tr> <td>2018-19</td> <td></td> </tr> </tbody> </table>	FY	Annual Revenue in Rupees Crores	2016-17		2017-18		2018-19	
FY	Annual Revenue in Rupees Crores									
2016-17										
2017-18										
2018-19										
6.	The bidder should be profit making in any two out of the last three financial years.	<p>CA/Statutory Auditor certificate or Documentary evidence to the satisfaction of LIC, to prove the profitability</p> <table border="1" data-bbox="868 884 1390 1099"> <thead> <tr> <th>FY</th> <th>Profit After Tax in Rupees Crores</th> </tr> </thead> <tbody> <tr> <td>2016-17</td> <td></td> </tr> <tr> <td>2017-18</td> <td></td> </tr> <tr> <td>2018-19</td> <td></td> </tr> </tbody> </table>	FY	Profit After Tax in Rupees Crores	2016-17		2017-18		2018-19	
FY	Profit After Tax in Rupees Crores									
2016-17										
2017-18										
2018-19										
7.	The bidder should not have been black listed by any Government Authority or Public-Sector Undertaking (PSU) as on the date of the RFP.	Certificate from Authorised Signatory of the bidder.								
8.	Bidder should not have any litigation pending against LIC or any organization which may materially impact the bidders' responsibility to implement the scope of this RFP	Undertaking signed by the Authorized Signatory of the bidder.								
9.	The bidder should have any of the following certifications – CMMI Level 3/ ISO 9001	Latest valid certificates to be provided								
10.	Power of Attorney	Duly executed Power of Attorney by the Company's Board/ Managing Director/ Director or Board resolution in the name of the Authorized Signatory.								

Power of Attorney if any duly authorizing the authorized signatory to act on behalf of the bidder for all legal and financial matters pertaining to this bid and the resulting contract if any. Documentary evidence should be submitted along with Power of Attorney proving that the authority delegating the powers has the necessary powers to do so from the bidders company.

Note: Please submit the responses to eligibility criteria point wise with documentary evidence against each criterion.

4. Terms and Conditions

The Terms & Conditions mentioned in this section will be applicable to the Selected Bidder (Vendor) with whom LIC signs the contract as an outcome of this RFP process.

4.1 Contract Period

Unless terminated in accordance with the terms and conditions of this RFP, the duration of the Contract Period will be 6 years from date of signing of contract between LIC and the selected Bidder. The contract period may be extended for a period agreed upon mutual terms between LIC and the vendor but not extending for a period of three years.

4.2 Services Location

- a. DC at Mumbai and DR location in Mumbai/ Pune/ Bangalore. The actual DR location will be decided at the time of implementation.
- b. The bidder has to implement the solution in all offices of LIC at such locations as may be required by LIC.

4.3 General obligations of the parties

The Selected vendor will, at all times:

- a. Act reasonably in performing its obligations;
- b. Diligently perform its respective obligations ;and
- c. Work together with LIC in a collaborative manner.

4.3.1 Obligations of the selected vendor

- a. The Vendor will supply the Services:
 - i. With due skill and 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, leading practice and guidelines;
 - iii. Using the Specified Personnel;
 - iv. In accordance with all applicable Laws;
 - v. In accordance with any reasonable directions, in relation to the Services to be provided by the Vendor, given by LIC from time to time;
 - vi. So as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay;
- b. The Vendor will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- c. The Vendor will be obliged to work closely with LIC's staff, act within its own authority and abide by directives issued by LIC and undertake implementation activities.
- d. The Vendor will abide by the job safety measures prevalent in India regarding the employees engaged by it for the purposes of this project and will free LIC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated.

4.3.2 Warranties

The Vendor will have to represent and warrant that:

- a. It has the right to enter into the Contract resulting from this RFP;
- b. It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
- c. Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- d. The Services will be complete, accurate and free from material faults; and
- e. It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into LIC's systems or any Deliverables any Harmful Code.

4.3.3 Access to LIC's premises



LIC will provide the Vendor necessary access, to its premises, as and when required and is deemed reasonable.

4.3.4 Conduct at LIC's premises

The vendor will, if using or accessing LIC's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Vendor or as might reasonably be inferred from the circumstances.

4.3.5 Subcontracting

The Vendor will not be allowed to subcontract any portions of the scope of this RFP to any other party.

4.3.6 Assignments

The vendor will not be allowed to assign, in whole or in parts, its obligations under the Contract, to any other entity.

4.4 Documentation

4.4.1 Provision of Documentation

The Vendor will provide LIC the comprehensive and complete documentation of and as specified in the Scope of Work in the format and at the times specified in the Scope of Work.

4.4.2 Documentation requirements

The documentation must at the time of delivery:

- a. Be current and accurate;
- b. Adequately explain key terms and symbols ;and
- c. Be in English.

4.5 Varying the Services

4.5.1 Variations proposed by LIC

LIC reserves the right to initiate any change in the scope of contract. Vendors must factor in a maximum of 10% scope changes within the services cost to be quoted in the commercial bid. Any change in the scope beyond this 10% will be informed to the vendor in writing. If LIC wants to vary the Services:

- a. LIC will request the vendor in writing setting out the proposed variations;
- b. within 15 days after receiving LIC's request or within another period mutually agreed, the vendor must respond in writing to LIC specifying what impact those variations will have on:
 - i. the Service Charges; the Services or Deliverables, including any particular Deliverable;
 - ii. the Vendor's ability to perform its obligations under current Contract (including its ability to meet Milestones) and with respect to the change of scope proposed;
- c. Within 15 days after receiving the Vendor's response, or within another period mutually agreed, LIC will give the Vendor a written notice accepting or rejecting the response.
- d. The contract may be varied only in writing signed by each party.

4.5.2 Effective date of variation

Any variation in the services will take effect from the date on which the parties execute a Change Order. In such a case, the Contract will be amended to give effect to the Change Order.

4.5.3 Change Order

- a. If any such change causes an increase or decrease in the cost of, or the time required

for, the vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the vendor for adjustment under this clause will be asserted within fifteen (15) days from the date of the vendor's receipt of LIC's change order.

- b. It should be understood that payment under this clause will be made only if Change orders are exercised, approved and delivered.

4.5.4 Change Requests

The following would constitute a Change request:

- a. Any work which has not been specifically mentioned in the scope of work of the RFP, the annexure and the pre-bid queries
- b. Any changes in the deliverables post approval by LIC.

In such a case, the additional effort estimated by the vendor and its costs would be discussed and finalized in discussions with the vendor. The basis of this cost would be as quoted by the vendor in the Annexure XI -Indicative Commercial Bid.

It should be understood that payment under this clause will be made only if Change requests are exercised, approved and delivered.

4.5.5 Contract Amendments

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both LIC and the vendors.

Any changes in law, taxes and policies shall be governed through the provision of this RFP.

4.6 Co-operation with Personnel and entities interacting with LIC

The Vendor, will, in the performance of the Services:

- a. Fully co-operate with LIC's Personnel and any other entity interacting with LIC; and
- b. Use its best efforts to coordinate its activities so as to support and facilitate, in LIC's best interests, the timely and efficient completion of all work and other activities to be performed for LIC by any person.

4.7 Change in Constitution

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

4.8 Monitoring progress

4.8.1 Progress meetings

Regular review meeting will be held between vendor and LIC to discuss any issues in relation to the provision of the Services. The frequency of such progress meeting will be weekly during the implementation phase, monthly during next six months and quarterly thereafter unless any other frequency is agreed to by LIC in writing.

4.8.2 Reporting

The Vendor must provide LIC with reports in accordance with the Scope of Work.

4.9 Performance assessment

4.9.1 Assessment of Services

Each element of the Services is subject to assessment by LIC against the relevant Performance Criteria.

4.9.2 Notice of non-compliant Services

- a. If LIC considers that all or part of the Services does not meet the specifications, LIC will notify the Vendor within 7 Business Days of assessing the Services against the specifications
- b. LIC will include reasons for the Services not meeting the specifications in the notice given under clause 'a' above.

4.9.3 Rectification of non-compliant Services

If LIC notifies the vendor that all or part of the Services does not meet the Performance Criteria, the vendor will:

- a. Take all necessary steps to ensure that the Services are promptly corrected;
- b. Give notice to LIC when the Services have been corrected; and
- c. Allow LIC to repeat the assessment of all or part of the Services against the specifications, within five Business Days after the date of the notice or such other time as agreed mutually in writing.

4.10 Intellectual Property Rights

The successful bidder must have ownership or obtain all necessary copyright and other Intellectual Property Right permissions before making any Third Party Material available as Auxiliary Material for the purpose of performance of services under this RFP and resulting contract.

4.11 LIC ownership of Intellectual Property Rights in Contract Material

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

4.11.1 Responsibility of the successful bidder

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

4.11.2 Liability of the successful bidder

The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project. The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against the LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents,



trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

4.11.3 IPR Warranty

The Vendor will warrant that:

- The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 4.9.

4.11.4 Remedy for breach of warranty

If a third party lays a claim for any partial or full ownership of any software or its components supplied by the bidder, which jeopardize, disrupt or endanger the LIC's right of uninterrupted use of the software, the bidder shall at no cost whatsoever to the LIC, (i) regularize the license so that the LIC may continue to use the software in accordance with the terms set out in the RFP and any subsequent Agreement, or (ii) modify the software without affecting the performance or functional aspects of the software in any manner, to avoid the infringement claim, or (iii) replace the software with an alternate, non-controversial and non-infringing product, without compromising the quality and functionality of the software to be replaced.

The Vendor will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Vendor's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC.

The LIC shall not be held liable for and would be absolved of any responsibility or claim/litigation arising out of the use of any third party software or its components or modules supplied by the bidder in terms of requirements of this RFP.

4.11.5 Patent Rights and other litigation costs

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the systems or any parts thereof with relation to the contract deliverables, in LIC's country, the Vendor will act expeditiously to extinguish such claim. If the Vendor fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Vendor will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Vendor of such claim, if it is made, without delay as when received.

In no event shall LIC be liable for any indirect, incidental or consequential damage or liability, under or in connection with or arising out of this RFP, or out of any subsequent agreement relating to any hardware, software and services delivered. For this purpose it would be immaterial how such liability may arise, provided that the claims against customers, users and service providers of LIC are considered as a direct claim

4.12 Moral Rights

4.12.1 Obtaining consents

To the extent permitted by applicable Laws and for the benefit of LIC, the Vendor will:

- Give, and
- Use its best endeavors to ensure that each of the Personnel used by the Vendor in the production or creation of the Contract Material gives,

genuine consent in writing, in a form acceptable to LIC, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

4.12.2 Specified Acts

In this clause, Specified Acts means:

- a. Falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act, 1957);
- b. Materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- c. Reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
- d. Adding any additional content or information to the Contract Material.

4.13 Indemnity

- a. Subject to Clause 4.11 (b) below, Vendor will undertake to indemnify LIC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity attributable to the Vendor's negligence or willful default in performance. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, trade secret or Indian patents of any third party, Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:
 - i. LIC's misuse or modification of the service;
 - ii. LIC's failure to use corrections or enhancements made available by the Vendor;
 - iii. LIC's use of the Service in combination with any product or information not owned or developed by Vendor; or
 - iv. Information, direction, specification or materials provided by LIC or any third party contracted to it

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

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

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

- b. The indemnities set out in Clause 4.11 (a) shall be subject to the following conditions:
 - i. LIC as promptly as practicable informs the Vendor in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - ii. LIC will, at the cost of the Vendor, give the Vendor all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
 - iii. If the Vendor does not assume full control over the defence of a claim as provided in this Article, the Vendor may participate in such defence at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the vendor;
 - iv. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Vendor;
 - v. All settlements of claims subject to indemnification under this Clause will:
 - Be entered into only with the consent of LIC, which consent will not be

- unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
- include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - vi. LIC will account to the Vendor for all awards, settlements, damages and costs (if any) finally awarded in favour of LIC which are to be paid to it in connection with any such claim or proceedings;
 - vii. LIC will take steps that the Vendor may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
 - viii. in the event that the Vendor is obligated to indemnify LIC pursuant to this clause, the Vendor will, upon payment of such Indemnity in full, be subrogated to all rights and defences of LIC with respect to the claims to which such indemnification relates; and
 - ix. if a Party makes a claim under the indemnity set out under Clause 4.11 (a) above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

4.14 Liability

Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC, the Supplier/vendor shall not be liable to LIC, whether in contract tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, and the aggregate liability of the supplier/vendor to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

4.15 Confidentiality and privacy

4.15.1 Confidential Information not to be disclosed

- a. Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding firms or their representatives or to any other person not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its proposal.
- b. The vendor including but not limited to its personnel, agents and associates, is bound by the conditions of the Non-Disclosure Agreement submitted by the vendor in response to the RFP as per Annexure XII - NDA.
- c. During the execution of the project, the vendor will have access to confidential information of LIC such as servers, applications, network design, architecture etc. The vendor shall use the same degree of care to maintain the confidentiality of the information as if the information is its own and shall not disclose information at any point of time to any other person/third party the information so received. The vendor will:
- d. Use the information only for serving LIC's interest and restrict disclosure of information solely to their employees on a need to know basis in order to accomplish the purpose stated in this RFP,
- e. Advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to honour these obligations.
- f. The vendor will treat as confidential all data and information about LIC, obtained in the execution of its responsibilities, in strict confidence and will not reveal such

information to any other party without the prior written approval of LIC.

- g. Violation of NDA will lead to forfeiture of performance Bank guarantee and will additionally lead to legal action and the bidder may not be allowed to participate in the bids floated by LIC for a period of three years.

4.15.2 Exceptions to obligations

The obligations on the parties under this clause will not be taken to have been breached to the extent that Confidential Information:

- a. is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract;
- b. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
- c. is disclosed by LIC;
- d. is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/ Assembly;
- e. is authorized or required by law to be disclosed; or
- f. is in the public domain otherwise than due to a breach of this clause .
- g. is lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential
- h. is independently developed by the Recipient without use or reference to such Confidential Information

4.15.3 Obligations on disclosure

Where a party discloses Confidential Information to another person:

- a. Pursuant to clauses a) and b) of 4.13.2 above, the disclosing party must: notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or
- b. Pursuant to clauses c) and d) of 4.13.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

4.15.4 Additional confidential information

- a. The parties may agree in writing after the date of the contract that certain additional information is to constitute Confidential Information for the purposes of the contract.
- b. Where the parties agree in writing after the date of the contract that certain additional information is to constitute Confidential Information for the purposes of the Contract, this documentation is incorporated into, and becomes part of the contract, on the date by which both parties have signed this documentation.

4.15.5 Period of confidentiality

The obligations under this clause 4.13 will continue, notwithstanding the expiry or termination of the contract for:

- a. Any item of information, for the contract period and one year thereafter; and
- b. Any information which the parties agree in writing after the date of the contract is to constitute Confidential Information for the purposes of the contract, for the period agreed by the parties in writing in respect of that information.

4.16 Protection of personal information

4.16.1 Application of the clause

This clause applies only where the Vendor deals with personal information when, and for the purpose of, providing Services under the contract.

4.16.2 Obligations

The Vendor acknowledges that it will use or disclose personal information obtained during the course of providing Services under the contract, only for the purposes of the contract.

4.17 Conflict of interest

4.17.1 Warranty that there is no conflict of interest

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

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

4.17.2 Notification of a conflict of interest

The Vendor shall make a disclosure to LIC within 7 (seven) days from the date on which any potential conflict comes to their notice and any breach of this obligation of disclosure shall be construed as Conflict of Interest. LIC shall, upon being notified by the Vendor under this Clause, decide whether it wishes to terminate this Services or otherwise, and convey its decision to the Vendor within a period not exceeding 15 (fifteen) days.

4.17.3 Ambiguities within the Document

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

- a) Apart from the clauses where specifically mentioned all other terms and conditions of the RFP are applicable.
- b) as between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- c) as between the provisions of this RFP and its Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures; and
- d) As between any value written in numerals and that in words, the value in words shall prevail.

4.18 Roles and responsibilities

The following presents the roles and responsibilities along with the deliverables of the LIC and the successful bidder during the envisaged phases comprising conceptualization, development, implementation/ support and exit phase.

Role of LIC

- LIC shall provide Data centre space with adequate space, air conditioning, lighting, and electricity.
- LIC shall provide sitting place for 5 persons or for such numbers as agreed jointly with the bidder during the project implementation stage. However, bidder is required

to ensure proper laptops with software tools and other requirements for their team members.

- LIC shall deploy project co-ordinator, to ensure:
 - Availability of review of the existing applications.
 - Meetings with appropriate persons to ensure SRS of the Directory Services solution
 - conduct review meetings, on daily schedule to ensure project progress according to the targeted mile stones.
 - Review of the security measures and documents.
 - Review completeness of SRS, Design, Configurations, manuals , documents, suggest changes to make it more complete and user friendly
 - Review delivery & installation of all supplied hardware & software.
 - Do end user testing (UAT), to see that all requirements are being correctly met.

Role of bidder

- To provide the Directory Services Solution as per requirement of this RFP. The bidder should ensure that all the licenses, peripherals, accessories, sub-components required for the functionality and completeness of the solution, including but not limited to devices, equipment, accessories, patch cords (copper/ fibre), cables, software, licenses, tools, etc. should also be provisioned according to the requirement of the solution. If the bidder has not provisioned some components, sub-components, assemblies, sub-assemblies as part of bill of material in the bid, the bidder will have to provide the same to meet the solution requirements at no additional cost and time implications to the LIC.
- After award of contract, the bidder needs to deploy a project team and a project manager to manage the project at LIC.
- Deploy onsite project and development team with required resources and tools for deploying the Directory Service Solution.
- To do the system study for development of Directory Services Solution to prepare the SRS.
- To integrate the Directory Services Solution with LIC applications.
- To deliver and install the hardware and software as per RFP.
- To deploy the Directory Service solutions, and get the User Application Testing (UAT) done, along with LIC.
- To provide onsite Directory Services Solution hardware and software maintenance, enhancements and modifications.
- To conduct training and knowledge transfer with system overview and solution

4.19 Security

4.19.1 Compliance with LIC requirements

The Vendor will ensure that its Personnel comply with:

- a. All relevant security and other requirements specified in LIC's Information Security Policy;
- b. Any other security procedures or requirements notified, in writing, by LIC to the Vendor. The Vendor must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.
- c. Any regulatory guidelines about IT security issued by Regulator.

4.19.2 Security clearance

- a. LIC may, from time to time, notify the Vendor of the level of security or access clearance applicable to the Vendor's Personnel, and the date from which, or the period during

which, that clearance will be effective and the Vendor must comply with and ensure its Personnel act in accordance with that notice.

- b. Bidder will be responsible for all costs associated with obtaining security clearances.

4.19.3 Removal of LIC Data

The Vendor will not, and will ensure that its Personnel do not:

- a. Remove LIC Data or allow LIC Data to be removed from LIC's premises ;or
- b. Take LIC Data or allow LIC Data to be taken outside LIC's premises.

4.20 Books and records

4.20.1 Vendor to keep books and records

The Vendor will:

- a. Keep adequate books and records, in accordance with Indian Accounting Standards, insufficient detail, to enable the amounts payable by LIC under the contract to be determined;
- b. Also maintain and retain books and records as mandated by any other law and the same would be made available to LIC except internal cost records.

4.20.2 Costs

The Vendor will bear the costs of complying with the clause 4.19.

4.21 Force Majeure or Unforeseen events

4.21.1 Occurrence of unforeseen event

LIC or the vendor is excused from performing its obligations under the Contract to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Vendor only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organization.

4.21.2 Notice of unforeseen event

When the circumstances described as per 4.18.1 above arise or are reasonably perceived by the affected party as an imminent possibility, the affected party will give notice of those circumstances to the other party as soon as possible but within 7 days, identifying the effect they will have on its performance. An Affected Party will make all reasonable efforts to minimize the effects of such circumstances on the performance of the contract.

4.21.3 Termination

If non-performance or diminished performance by the Affected Party due to the circumstances as per 4.18.2 above continues for a period of more than 30 consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice.

4.21.4 Consequences of termination

If the Contract is terminated:

- a. Each party will bear its own costs and neither party will incur further liability to the other;
- b. Where the Vendor is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of termination of the contract.

4.22 Dispute Resolution

4.22.1 Reconciliation Process

- a. If a dispute arises in relation to the conduct of the Contract (Dispute), a party must comply with this clause before starting arbitration or court proceedings (except

proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause.

- b. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

4.22.2 Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

4.22.3 Parties to resolve Dispute

During the 30 days after a notice is given under clause 4.19.2 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then, any such dispute or difference whatsoever arising between the parties to the contract out of or relating to the construction, meaning, scope, operation or effect of the contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction of Mumbai High Court only. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Mumbai only. No interest will accrue on any amount during the arbitration proceedings. Any legal dispute will come under the sole jurisdiction of Mumbai High Court only.

4.22.4 Confidentiality

Any information or documents disclosed by a party under the clause 4.22:

- a. Must be kept confidential; and
- b. May only be used to attempt to resolve the Dispute.

4.22.5 Costs

Each party to a Dispute must pay its own costs of complying with the clause 4.20. The parties to the Dispute must equally pay the costs of the arbitrator.

4.22.6 Termination of process

A party to a Dispute may terminate the dispute resolution process by giving notice to the other party after it has complied with the provision of the clause 4.20. Clauses 4.20.4 and 4.22.5 survive termination of the dispute resolution process.

4.22.7 Breach of this clause

If a party to a Dispute breaches provision of the clause 4.20, the other party does not have to comply with those clauses in relation to the Dispute.

4.23 Termination

4.23.1 Right to terminate

If Vendor fails to comply with the clause 4.8 for Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in

addition to its other remedies) terminate the Contract by giving the Vendor written notice of 90 days.

4.23.2 Termination and reduction for convenience

- a. LIC may, at any time, by a prior written notice of 90 days, terminate the contract or reduce the scope of the Services.
- b. On receipt of a notice of termination or reduction of scope, the Vendor must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect LIC Material and Contract Material; and continue work on any part of the Services not affected by the notice.
- c. If the contract is terminated under the contract, LIC is liable to make payment only for Services rendered before the effective date of termination;
- d. If the scope of the Services is reduced, LIC's liability to pay the Service Charges or to provide LIC Material abates in accordance with the reduction in the Services.
- e. LIC is not liable to pay compensation under clause c) above for an amount which would, in addition to any amounts paid or due, or becoming due, to the Vendor under the contract, exceed the total Service Charges payable under the contract. The Vendor is not entitled to compensation for loss of prospective profits.
- f. The systems that are complete and ready for delivery within 30 days after the Vendor's receipt of notice of termination shall be accepted by LIC at the Contract terms and prices. For the remaining systems, LIC may choose to have any portion completed and delivered at the Contract terms and prices, and/or to cancel the remainder and pay to the Vendor an amount mutually agreed for partially completed systems and for materials and parts previously procured by the Vendor.

4.23.3 Termination by LIC for default

Notwithstanding what has been stated in clause 4.20.2 of this RFP LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part if the Vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Vendor fails to perform any other obligation(s) under the Contract.

In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Vendor shall be liable to LIC for any excess costs for such similar systems or Services. However, the Vendor shall continue the performance of the Contract to the extent not terminated.

Notwithstanding anything contained elsewhere, in all instances of risk purchase, LIC shall first give a prior reasonable notice to the vendor to rectify the default and only if the default continues even after the expiry of the cure period, LIC shall have the right to invoke this clause. In the event of termination, LIC shall pay the vendor for goods delivered and services rendered till the date of termination.

4.23.4 Termination for Insolvency

LIC may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC.

In case of termination under this clause LIC is liable to pay for all the services performed by the Vendor till the effective date of termination.

4.23.5 After termination

On termination of the contract the Vendor must:

- a. Stop work on the Services;
- b. deal with LIC Material as directed by LIC; and

c. return all LIC's Confidential Information to LIC

4.23.6 Survival

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

- a. Intellectual Property Rights;
- b. Indemnity;
- c. Insurance;
- d. Confidentiality and privacy;
- e. Protection of personal information;
- f. Security;
- g. Audit and access ;and
- h. Knowledge transfer
- i. Warranty

4.23.7 Severability

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

4.23.8 Termination does not affect accrued rights

Termination of the contract does not affect any accrued rights or remedies of a party.

4.23.9 Consequences of Termination of the Selected Bidder:

In the event of termination of the selected bidder(vendor) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life 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.

The terminated vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for continuity of the project during the period of transition. This period of transition shall not exceed six months from the effective date of termination.

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

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

4.23.10 Business continuity beyond contract period

At the end of the contract period the vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for business continuity.

4.23.11 Knowledge transfer

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

- a. Transferring to or providing LIC access to all information stored by whatever means held by the Vendor or under the control of the Vendor in connection with the



contract; and

- b. Making Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions will be at the sole discretion of LIC, provided that any matter discussed is not considered to reveal any 'Commercial-in-Confidence' information of the Vendor.
- c. The Parties agree that duration of Knowledge transfer shall in no event exceed 90 days.

4.24 Notices and other communications

Any notice given by one party to the other pursuant to the contract shall be sent to other party in writing or by email.

4.24.1 Service of notices

A Notice must be:

- a. In writing, in English and signed by a person duly authorized person of either party; And
- b. Hand delivered or sent by prepaid post to the recipient's address for Notices, as varied by any Notice given by the recipient to the sender.

LIC's Address for Project specific Technical notices	LIC's Address for Project specific Legal notices:
Executive Director (IT/BPR) LIC of India, Central Office, 2nd Floor, "Jeevan Seva Annexe", Santacruz (W), S. V. Road, Mumbai – 400054	Executive Director (Legal), LIC of India, Central Office 4th Floor, Yogakshema, West Wing, Jeevan Bima Marg, Mumbai 400021.

Notices served at any address other than above shall not be treated as served or delivered.

The successful bidder shall provide the contact details of their officials for similar communication from LIC.

4.24.2 Effective on receipt

A Notice given in accordance with the contract takes effect when it is acknowledged to be received at the respective addresses mentioned above. The notice will be taken to be received:

- a. If hand delivered, on delivery;
- b. If sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside India);

4.25 Miscellaneous

4.25.1 Varying the Contract

The contract may be varied only in writing.

4.25.2 Approvals and consents

Except where the contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under the contract.

4.25.3 Assignment and novation

A party may only assign its rights or novate its rights and obligations under the contract with the prior written consent of the other party.

4.25.4 Further action

Each party must do, at its own expense, everything reasonably necessary (including

executing documents) to give full effect to the contract and any transaction contemplated by it.

4.25.5 Waiver

Waiver of any provision of or right under the contract:

- a. must be in writing signed by the party entitled to the benefit of that provision or right; and
- b. Is effective only to the extent set out in any written waiver.

4.25.6 Relationship

- a. The parties must not represent themselves, and must ensure that their officers, employees, and agents do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise be able to bind or represent the other party.
- b. The contract does not create a relationship of employment, agency or partnership between the parties.

4.25.7 Announcements

- a. The Vendor must, before making a public announcement in connection with the contract or any transaction contemplated by it, obtain LIC's written agreement to the announcement.
- b. If the Vendor is required by law or a regulatory body to make a public announcement in connection with the contract or any transaction contemplated by the contract the Vendor must, to the extent practicable, first consult with and take into account the reasonable requirements of LIC.

4.25.8 Governing law and jurisdiction

The contract shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of Mumbai High Court only.

4.25.9 Performance Guarantee

The proceeds of the performance guarantee shall be payable to LIC as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract.

The performance guarantee will be discharged by LIC and returned to the issuing Bank with intimation to the Vendor not later than 60 days following the date of completion of the Vendor's performance obligations including any warranty obligations under the contract.

4.26 Inspection and Tests

The inspection of the systems shall be carried out to check whether the solution software is in conformity with the technical specifications and quantity attached to the contract. The Vendor will dispatch the systems to the designated office of LIC, after internal inspection and testing.

4.26.1 System & Solution Acceptance

System Acceptance Test will be done Onsite. The System Acceptance Test will be conducted as per process defined in below. If the results of the testing are not acceptable to LIC, it will be the vendors' responsibility to improve the software, implementation and configuration to meet the expected performance at no cost to LIC.

Entire Solution Acceptance Tests for Go-Live is a must and the entire system will be tested:

- for each and every functionality,
- Whether the solution is capable of catering to all the requirements mentioned in the

RFP.

The acceptance-testing period will be mutually agreed upon between LIC and the Vendor, but must cover no less than thirty (30) trouble-free days. If there are any software failures or mis-configurations that occur during this period, the Vendor must take all necessary actions to correct the failure, and then the thirty (30) day trouble free period will restart. More than 3 failures of the same type may be deemed a total failure, and may terminate the acceptance test which may lead to cancellation of the contract. The acceptance test period will be part of the implementation plan. Failure on the part of the Vendor to correct a functional or technical deficiency in the Vendor's Solution shall be deemed to be a total failure and LIC, at its option, may terminate the acceptance test and cancel the contract.

4.26.2 Acceptance Testing and sign off

Entire system will be tested for all its functionalities and also whether the system is capable of catering to all the requirements as per **Annexure V**. After installation of the software, all the features specified in the scope of work/expected deliverables would be tested and acceptance obtained from LIC.

The Solution acceptance test will check for SLA's mentioned in this RFP, in case if the solution is not able to meet the SLA's, vendor is supposed to provide additional/improved software, implementation and configuration so as to meet the defined SLA's.

4.26.3 IPv6 Compliance

The proposed solution covering all Software, Operating System and other related software must be IPv6 compliant and must have capability to secure IPv6 networks. Compliance in this regard should be submitted along with the technical specifications in the technical bid documents. The solution complete in all respects should be either IPV6 Compliant or should be IPV6 supported.

4.27 Support to be provided by LIC

LIC will provide the following support, post the award of the contract to the vendor:

- a. Information on existing IT infrastructure in LIC, relevant to the project
- b. Setup meeting with stakeholders in the project.
- c. Make available any earlier reports or information available with LIC that is relevant.
- d. Provide the information on current IT infrastructure already available
- e. The aspirations / expectation of the system which is planned to be procured
- f. Temporary Desks for four people at LIC, Central Office, IT Department.
- g. Identify the Project Champion to ensure complete involvement from start to finish of the project.

4.28 Performance Assessment/Penalties

Vendor will submit project plan and detailed timelines covering all the phases of all activities listed in the RFP to be completed within the mentioned project duration in the format given in Annexure XVI. This project plan and detailed timelines should be submitted with signed contract; else contract will not be accepted by LIC. Once approved by LIC this plan and timelines will be final.

The vendor shall perform all services and deliver all deliverables in accordance with the milestone schedule. There shall be penalties for non adherence to the milestone schedule, as per SLA. The total penalty for implementation (till the go-live stage) will be capped at 10% of the contract value.

4.29 Governance Structure for Review and Acceptance of Bidder's Work

Executive Director (IT/BPR) will be the authority for Review of Project Phases and Key project deliverables upon recommendation from the stakeholders, major change requests as well as regular and final payments.

The bidder would be required to deploy an appropriate team consisting Project Managers, Technical Specialists and Team members at LIC Central Office, Mumbai (Yogakshema and VileParle Offices) and at DR Site as per the requirements. The bidder should include the number and the level of people to be deployed in along with timeframes as indicated in the Scope of Work.

4.30 Substitution of Project Team Members

During the assignment, the substitution of key staff such as Project Manager, Team Leader, etc., identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the LIC by providing other staff of same level of qualifications and expertise. If LIC is not satisfied with the substitution, LIC reserves the right to terminate the contract and recover whatever payments made by the LIC to the bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, LIC reserves the right to insist the bidder to replace any team member with another (with the qualifications and expertise as required by the LIC) during the course of assignment.

4.31 Professionalism

The bidder should provide professional, objective and impartial advice at all times and hold the LIC's interests paramount and should observe the highest standard of ethics while executing the assignment.

4.32 Adherence to Standards

The bidder should adhere to laws of land and 'rules, regulations and guidelines' prescribed by various regulatory, statutory and Government authorities.

4.33 Escalation matrix

The escalation matrix for LIC will be jointly decided by LIC and the Vendor once the Vendor is on boarded. The successful bidder shall have to set up a Toll Free helpline number or web-based helpdesk with auto-escalations and facility of SMS/Email alerts.

4.34 Extension of Delivery Schedule

If, at any time during performance of the Contract, should the Vendor encounter conditions impeding timely delivery of the hardware, software and services, the Bidder shall promptly notify LIC in writing of the fact of the delay, it's likely duration and its cause(s). As far as practicable after receipt of the Bidder's notice, LIC shall evaluate the situation and may at its discretion extend the Bidder's time for performance against suitable extension of the performance guarantee for delivery. Likewise, in the event of delay due to reasons contributed from LIC's side, LIC shall extend the delivery schedule accordingly.

4.35 Liquidated Damages

- a. The delivery & installation of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the systems and/or Services, the Vendor shall promptly notify LIC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, LIC shall evaluate the situation and may, at its discretion, extend the Vendor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- b. The Vendor will ensure that all services and systems perform without defect or interruption as per the SLAs specified in the RFP. The vendor will make all-out effort to ensure that all systems perform without defect or interruption.

5. Project Timelines

The bidder will be required to provide all necessary assistance to ensure successful implementation of the project from the time of engagement. LIC may place separate purchase orders for Hardware, Software licenses, Onsite support services and Annual Maintenance Charges

All the hardware components and the software , implementation , migration ,onsite resources as mentioned in the RFP are expected to be delivered as per schedule given below. Non-adherence to the time schedule ,would invite application of penalty as per SLA.

Milestone Schedule

Sr.No.	Activity	Delivery Schedule
1	The details of information required from LIC	Within 1 week from the date of Purchase Order or Contract
2	Submission of Detailed Scope of Work and Detailed Project Implementation Plan	Within 1 week from the receipt of information required from LIC
Phase 1 - <u>Implementation of Directory Services for Windows</u>		
3	Delivery of Hardware - For Windows	6 weeks from the date of Purchase Order or Contract - Phase 1
4	Delivery of Software - For Windows	6 weeks from the date of Purchase Order or Contract - Phase 1
5	Implementation, Migration, Project completion period for Windows Directory Services	12 weeks from the date of Purchase Order or Contract
6	Deployment of 3 on-site Engineers in Mumbai	At Go-live of Phase 1
Phase 2 - <u>Implementation of Directory Services for Linux</u>		
7	Delivery of Hardware - For Linux	6 weeks from the date of Purchase Order or Contract - Phase 2
8	Delivery of Software - For Linux	6 weeks from the date of Purchase Order or Contract - Phase 2
9	Implementation, Migration, Project completion period for Linux Directory Services	20 weeks from the date of Purchase Order or Contract
10	Deployment of 4 more on-site Engineers in Mumbai	At Go-live of Phase 2

6. Scope of work and Deliverables

6.1 Executive Scope of Work

LIC wishes to implement Directory Services to manage domain, group policies, access control, etc. including procurement of hardware, software, implementation and maintenance for a period of six years.

The scope of work includes the following:

- Supply, Implementation and Maintenance of Hardware, Software including all licences which may be required in **Centralised Architecture on Premises in Capex Model with HA and DR for Directory Services for Windows and Linux Endpoints and Servers.**
- Migration from existing Active Directory 2008 to the new Directory Services Solution, along with the current policies implemented.
- Renaming the AD Domain from licindia.com to licindia.in
- Blocking of USB ports based on device and any other new policies which may be required to be implemented during the project period.

6.2 Current Status

Windows desktops/laptops in LIC are domain joined using Active Directory 2008 and are applied with Group Policies including password policy for users and Windows desktops through the Active Directory.

Active Directory Servers: There are two Active Directory servers one of which is the root Domain Controller and it is installed at Vile Parle. There are total 14 Active Directory Servers. User ids, desktops and servers are added to the domain licindia.com. All Windows desktops are domain joined and group policies GPO are implemented. Multiple applications use the Active Directory for LDAP authentication.

AD Policies implemented

- Disable CD-ROM autorun and the drive
- Firewall GPO - Disable Windows firewall and enable CAV firewall to prevent conflict
- Hide Games
- Hide Network Places from desktop
- Internet Explorer - Maintenance
- Provide Local Admin Rights to Administrators
- Software Restriction Policy
- Remote Desktop enable policy
- Screen lock if the system remains idle for 10 minutes
- User Account lockout for 30 minutes, after 5 wrong password attempts
- Password Policy – Complexity, Change password after two days, password expiry after 60 days, disallow last 5 passwords

Present architecture

- There is a Root Domain Controller at Vile Parle and there are additional domain controllers placed at several sites for local user authentication and mailing CAS servers.
- There is no trust with any other domain to licindia.com.
- Both Domain and forest functional level is windows server 2003
- All FSMO roles owned by Root Domain Controller
- Domain licindia.com-Active Directory structure: Windows 2008 Server Std; Single domain, single forest, Zone wise OU of email users objects, 1 RDC replicated to 10 ADCs.
- Backup: Netvault Backup Software using LTO3 tapes.
- Number of desktops connected to Active Directory – 30000
- Total number of devices (Windows and Linux) including the above = 95000

- The existing Desktops are installed with RHEL versions 5.4 and 5.9 (32 bit and 64 bit), Windows 10, Windows 8, Windows 7, Windows Vista, Windows XP.
- Servers are installed with RHEL 5.4, 6.6, 6.7, 7.3

6.3 Detailed Scope of work

6.3.1 Design the Solution

Design solution with 99.5% uptime with following considerations:

- Centralized Architecture
- At LIC Data Centre CO – Vile Parle with High Availability, Automatic Failover and Disaster Recovery at a location to be specified.

The architectural diagram, implementation plan, responsibilities of the bidder and the company etc., as a separate document should be submitted with the technical bid for the solution proposed.

The project will be implemented in two phases:

- Phase 1 – Supply, Installation and Implementation on Windows endpoints and servers
- Phase 2 – Supply, Installation and Implementation on Linux endpoints and servers

Work under Phase 2 (including supply of hardware and software) must begin only after successful receipt of Final Acceptance Report for Phase 1.

6.3.2 Supply and Installation of Hardware required for the proposed solution

Assess the requirement, supply and install, configure the Hardware for the implementation of the Directory Services Solution based on following

- 30000 Windows endpoints and servers and 65000 Linux endpoints and servers.
- Size the hardware to suit the requirement of the Directory Services Solution and the Operating System.
- High availability and Disaster Recovery to be maintained for Directory users. The proposed solution should offer near zero RPO and maximum 4 hours RTO.
- Scalability - The Hardware supplied should be scalable with reference to memory, storage space, processor etc.
- Implementing operating system security, performance tuning and hardening as per security standards and guidelines of LIC.
- The hardware should conform to best practices to give 99.5% uptime.
- The hardware supplied by the vendor should be of latest versions and should reach end of support only after 6 years.
- Configuration of the RAID or Virtualisation etc. should be as per best industry practices.
- Hardware to be supplied should include Rack, Rack Mounting kits and KVM switches, network devices, cables etc.
- Hardware proposed should be enterprise grade and should be under warranty of five year with OEM and should be covered under back to back support. MAF, as given in Annexure-III, is to be submitted as part of eligibility bid.

Server Specifications:

The servers proposed in the Solution should be 1U or 2U Servers.

6.3.3 Supply and Installation of Software and software licenses for the Directory Services Solution

The installation should take the following into consideration:

- Software and software licenses should be supplied for Directory Services Solution having basic capabilities, Additional Directory Services if required, Operating Systems, and any

other software and software licenses required for implementing the Directory Services solution.

- Software and Software licenses supplied and its numbers should take into consideration the Hardware, number of existing user ids and number of devices such that it should be fully compliant with regards to licensing policy of OEM

The Software for Directory Services Solution should be compliant to the Technical and Functional Specifications of each of the above components as given in **Annexure V**.

All Software supplied should be of latest version. Commercial bid should contain bill/ list of software with quantity and cost and a separate list without cost with version, end of support and life date, should be part of Technical bid.

Bidder should provide updates, patches; rollups for all software supplied including operating system and should update the same immediately after its release. Back to back OEM support for all Software and updates to current Version is required to be provided. OEM authorization, partner status and back to back support document is to be submitted as part of eligibility bid.

Operating system security and hardening as per LIC cyber security guidelines and industry standards should be ensured

The proposed solution should offer near zero minutes RPO and maximum 4 hours RTO. There should be failover and load balancing at all levels like Directory Services servers, Database and Storage.

Software and software licenses when being proposed should take into consideration software licenses already procured by LIC as given below which can be used for implementation of this project:

- Windows Server 2012 Std R2 – 12 in number
- RHEL Server licenses – Enterprise license (Perpetual)

Software Warranty:

All software to be supplied/ delivered and installed should form part of the OEMs current product line.

The technology providers, including OEM will be required to submit a written undertaking, explicitly stating their commitment to provide spares, full technical, operational and maintenance support to LIC during the warranty period.

6.3.4. Implementation

The implementation should be done in two phases:

Phase 1: Directory Services for Windows – 30000 endpoints

Phase 2: Directory Services for Linux – 65000 endpoints

The bidder shall be responsible for renaming the AD licindia.com domain to licindia.in.

The bidder shall be responsible for joining all the endpoints to the Directory Services. The endpoints should be configured to authenticate using the proposed Directory Services. The bidder shall be responsible for migration of current solution i.e., Microsoft Active Directory 2008 (for Windows Desktops), along with the AD policies implemented, to the proposed solution. Migration will include shifting of all users to the new solution. During migration of database the bidder shall ensure that end user impact is minimized. The migration plan has to be submitted and discussed by bidder with LIC and carry out the plan accordingly with



LICs approval. Migration of user Data and Directory Services server Configuration should not involve any Data Loss. During Migration activity, the existing Directory Server 2008 system should be up and working and users should be migrated seamlessly.

If the solution includes Microsoft Active Directory, it has to be implemented on **Windows 2012 R2**.

The Directory Services solution should be configured to provide audit trail of changes made to the system for various parameters assigned and for all the communication happening within and outside by all the users of these system

The Directory Services Solution should be configured with or migrated with security policies, filtering, user groups, attributes, etc as is already configured on existing servers or as per LIC requirements.

The solution should be modular and integrated on industry standard platforms to match the Functional and Technical requirements specified in **Annexure V**. After configuration and migration phase-wise, the implementation is to be tested phase-wise as well as for end-to-end solution.

Implementation of solution in live environment is to be done phase wise, after testing is satisfactory and after obtaining LIC approval.

Bidder should provide updates, patches, rollups for all software supplied including operating system and should update the same immediately after its release.

The solution should be able to support all existing applications for LDAP authentication.

The Bidder shall be responsible for generation and submission of necessary documents required during various phases of the project viz. Planning, Installation, Commissioning, Roll Out, Acceptance and periodic reporting.

The Bidder is required to get prior approval of all the project plans and process from LIC before commencement of the project.

The Bidder should provide a detailed PERT/ activity chart with project plan in terms of activity & phase wise timelines (no. of days required) required for executing the project with the details of deliverables and milestones including the delivery of components for the solution.

The Bidder will be responsible for implementing any new policies which may be required by LIC.

The Bidder should inform the name of the project manager who would be the single point of contact during the complete project implementation.

Bidder has to provide the reports for monthly review.

6.3.5 Annual Maintenance Contract

AMC Time Period & Maintenance Charges:

The rate for providing all inclusive Comprehensive Annual Maintenance Service for the Hardware applicable for the period of one year, after the expiry of the five year warranty period should have to be mentioned in the commercial bid. These rates shall remain firm and valid for a period of one year from the date of expiry of the warranty period. Annual Maintenance Service Contract Amount shall be paid on rendering satisfactory services.

The bidder shall guarantee the availability of spares for a period of 6 years including warranty period in respect of all the hardware and hardware accessories.

6.3.6 Support

Deployment Of Onsite Support Resources: The successful Bidder has to provide throughout the contract period

- (i) Beginning at Go-live of Phase 1, the services of **three** onsite engineers
- (ii) Beginning at Go-live of Phase 2, the services of **four** onsite Engineers at CO-Vile Parle with the qualifications and experience as defined below:
 - Good Knowledge on Windows operating systems and Linux operating systems, Proposed Directory services, Management/monitoring, etc.
 - Having MCSA covering Windows Server 2016 Administration and Implementation certifications in case of Microsoft/ RHCE (RedHat certified Engineer) or equivalent Expert Level certification in Proposed Directory Services solution and operating system.
 - Should have 2 years' experience in managing a Directory service set-up of at least 10,000 user ids in the specific delivery method i.e. on-premises.
 - Should be on the pay-roll of the vendor i.e. not outsourced.
 - For seamless integration of the entire solution, the onsite resource will have to co-ordinate with the various projects and resolve the problem in regards to LDAP authentication or integration.
 - The person should have a backup resource who will complement the person during routine jobs and supplement, if he is on leave. The backup resource should be accountable for providing the technical support to LIC.
 - The onsite resource may have to be changed, if LIC so requests, if the performance is not upto the satisfaction of LIC. LIC reserves the right to increase or decrease the number of resources as per the needs by giving a notice of one month at the proportionate cost per resource as per the final commercials.

Support Process: The Bidder should provide a detailed plan on the support for the Directory services solution including back to back support with OEM to maintain the uptime of 99.5% and adhere to the following conditions:

- The bidder shall provide an escalation matrix in consultation with the LIC for different categories of support calls.
- The onsite support resources provided should be conversant with the regular system administration tasks, patch management, user management.
- The on-site support resources should be able to trouble shoot the problems raised and should maintain a log of them, also report it to LIC.

The bidder has to provide an interface for the central directory service administrators of LIC to carry out the routine, monitoring and administrative job on the server some of which are as follows and may be changed as per the business needs ensuring compliance to LIC Security policies.

Responsibilities of onsite resource:

- Bringing desktops in Domain, Add/maintain group policies
- Change & reset of password of E-mail ids, change of attributes, shutdown & restart of the server, giving access rights, support for LDAP user/ group provisioning, taking backup, etc.
- Server Health check-up.
- Monitoring logs
- Patching
- DR Drills
- Any other activity related to the project

The onsite support resources at the Central Office should be present on all LIC working days during LIC working hours. However, the above hours may be extended whenever required.

Backup resources have to be provided by bidder in absence of onsite resources. Absence of Onsite resources or late reporting will attract penalty as per SLA.

6.4 Action Plan for Compliance of Deliverables

Successful Bidder has to give action plan for compliance to each of the deliverables listed in this bid document on following basis.

- The Bidder will have to review the current architecture and infrastructure and suggest steps to ensure smooth installation, migration and updation of patches.
- The Bidder will have to study the security policies of LIC and recommend best practices to implement and roll out the same in the Organization at no extra cost.
- The necessary configuration changes are to be carried out within a specified maximum time period of 15 days from the date of release of latest update by OEM at no extra cost for which a configuration/update implementation plan is to be provided.

6.5 Implementation Procedure

Plan for Project Implementation:

The selected bidder should develop the detailed implementation architecture for the Directory Services Solution. It should include the following details:

- Hardware Specifications for Directory Services Solution to be installed in LIC for carrying out the above project scope
- Software Specifications for Directory Services Solution to be installed in LIC for carrying out the above project scope
- Detail report to be submitted regarding design of database, design of process, migration of data in phases and configuration , deployment, testing & Roll-out
- Project Implementation plan (Graphical representation as well as details) Project Team Composition
- Escalation Matrix
- Migration of existing Active Directory users and devices
- Ensure integration with applications such as Messaging solution, automated mails, Antivirus, Email gateway etc.

The Bidder shall nominate a project manager at Mumbai who shall be responsible for the entire execution and implementation of this project. He will be a single point of contact for LIC for any problem related to services procured under this RFP.

Documentation:

The bidder shall provide Documentation/ updated documentation related to changes made, at every instance of such changes in the application and integration parameters.

Bidder shall supply detailed "As Installed Drawings" after the completion of the project. This will also include a Printout of important configuration settings.

Training:

Bidder shall train specified LIC employees for Operational Management of the system. Training shall be provided on each of the following modules to specified LIC officials. Training shall be provided for minimum 4 working days duration through authorized agencies/ faculty for 10 persons, in LIC premises at Mumbai.

- Server management and Administration: 1 working day



- Creation of user ids, groups, Group Policies and administration, attributes: 1 working day
- Report generation using scripts and other aspects: 1 working day
- Monitoring and troubleshooting: 1 working day

Final Acceptance Testing

After installation of the software, all the features specified in the scope of work/ expected deliverables and Technical and Functional features should be tested by the bidder and acceptance obtained from LIC.

7. Service Level Agreement (SLA), Penalties

Successful vendor(s) will have to agree to SLA and penalty clauses as given below. It will form part of the contract.

The penalty so calculated will either be adjusted with the payments or will be separately realized from the bidder.

The timelines will start from the date of Purchase Order for the respective phase.

Sl. No.	Description	Penalty, if not resolved within the Resolution time
1	Delay in request for details of information from LIC beyond 1 week from the date of receipt of LIC's letter about his selection as successful bidder	0.01 % of the Contract Value for every week of delay
2	Delay in submission of Details Project Plan	0.01 % of the Contract Value for every week of delay
3	Delivery of hardware, software, licences	
	a) Delay in Delivery of all hardware, software, licenses etc. within 6 weeks from the date of receipt of contract/purchase order	0.02 % of the contract value per week of delay
	b) Delay in project implementation period beyond 12 weeks (for Windows) and 20 weeks (for Linux) from the date of respective purchase order	0.1 % of the contract value per week of delay
	c) Acceptance Test has not been met by the applicable Acceptance Date beyond 2 weeks after the Acceptance Date that, by reason of the Party's failure to correct any performance defects revealed during Acceptance Testing, the Acceptance Test is not met	0.01 % of the contract value per week of delay
	d) Delay in posting of on-site Support Engineers at Go-live	3 % of the contract value of the annual on-site charges per week of delay
4	Uptime	
	>= 99.5% uptime calculated quarterly	-Nil-
	>=98% and < 99.5%	5% of AMC Invoice Amount for the quarter
	>=95% and < 98%	15% of AMC Invoice Amount for the quarter
	< 95% uptime	25% of AMC Invoice Amount for the quarter
5	On-site Support	
	a) Default in carrying out Preventive Maintenance once in a quarter	Rs. 500/- per Server per default

	b) If the on-site support resources leaves before expiry of 2 years' service	10 % of the on-site charges for every occurrence
	c) Failure of The on-site support resources to submit the reports and provide services as defined in the Support Process /Contract	Any type of adverse reporting about the on-site engineer at C.O. will attract a penalty of Rs. 20000 per quarter on the charges of on-site engineer. The Engineer may have to be changed, if LIC so requests.
	d) The on-site support resources should be present in LIC's premises as per the RFP conditions on onsite timings. Late attendance will be taken as one day leave.	INR 2500/- per day per resource will be deducted for any non-compliance.
	Absence without replacement or delay in posting of new onsite resources will attract penalty.	

Project Team: Vendor(s) has to deploy an appropriate Project Team at LIC Central Office, Mumbai (Vile Parle Office) as per the requirements.

Substitution of Project Team Members: During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, vendor(s) can do so only with the concurrence of the LIC by providing other staff of same level of qualifications and expertise. If the LIC is not satisfied with the substitution, LIC reserves the right to terminate the contract and recover whatever payments made by the LIC to vendor(s) during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, LIC reserves the right to insist vendor(s) to replace any team member with another (with the qualifications and expertise as required by the LIC) during the course of assignment.

8. Payments: terms, conditions, schedule, taxes etc.

8.1 Payment Terms

8.1.1 Payment Terms & Conditions

- a. No advance payment or interest will be made by LIC.
- b. Payments will be made only on vendor completing all activities for that Phase as per the agreed project plan and phase completion sign off for the same from LIC.
- c. LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines.
- d. LIC shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties and applicable taxes at source from the agreed price.
- e. Payment related objections have to be raised in writing and any such objection, if raised after 3 months from the date of release of payment, will not be entertained.
- f. The vendor is also duty bound to report to LIC about any short recovery of taxes, cess, etc. at source. Such reporting to LIC should also happen at the earliest. In case, vendor fails to inform LIC about such short recoveries of tax, cess, etc. at source, LIC will have the right to recover from the vendor all short recoveries of tax, related cess and surcharges, including interest and penalties as per the demand note of Income Tax dept. or any other govt. body or regulator.
- g. The vendor shall be solely responsible to make payment to OEM Vendors.
- h. Payment towards any additional/Change orders for onsite will be due only if any change order is exercised & approved by LIC and delivered by the Vendor.
- i. The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Vendor OR from performance Bank Guarantee.
- j. All payments will be made only through NEFT.
- k. Following documents will be required to be submitted for release of payment:
 - i. Invoice printed on Vendor's own letterhead (with reference of Purchase order, description of goods/ services delivered, quantity, unit price, total amount)
 - ii. Sign-off from LIC for completion of each phase
- l. No other payment of any kind will be made other than the Contract Value.
- m. Expenses: It may be noted that LIC will not pay any amount/ expenses/ charges/ fees/ travelling expenses/ boarding expenses/ lodging expenses/ conveyance expenses/ out of pocket expenses other than the "Agreed Contract Value".

8.1.2 Payment Schedule

The payment schedule will be as given below:

Payment for Hardware:

- No advance payment will be made by LIC.
- The payment will be released by IT/BPR dept at CO.
- If hardware deliveries including installation of OS and all Software are received within 6 weeks from the date of Purchase Order, 80% of total cost of hardware will be paid. The balance 20% will be paid after final acceptance report after Go-live.
- If hardware is not delivered within 6 weeks, penalties will be applicable as per SLA.

Following documents will be required to be submitted for release of first payment.

- Invoice for the 80% cost as the case may be (with reference of Purchase Order for delivered, quantity, unit price, total amount).
- Delivery Challans "Proof of Delivery" in original
- Certificate by the bidder indemnifying the Corporation against Violation of Copyright and Patents.
- Certificate duly signed by Asst. Secretary (or a higher ranking official) for installation of the OS and Directory Services Software

Following documents will be required to be submitted for release of second payment after the complete implementation of the solution and Go-live.

- Invoice for the balance 20% cost as the case may be (with reference of Purchase Order for execution, description of services delivered, quantity, unit price, total amount).
- Final Acceptance report duly signed by Assistant Secretary (or a higher ranking official) at CO(IT/BPR) Mumbai and by the vendors authorized representative.

Payment for Software and Implementation Charges :

- The payment will be released by Central Office, Mumbai.
- No advance payment will be made by LIC.
- Eighty (80) % of the cost of software or license cost shall be released against full delivery and installation of the Operating System and Directory Services Solution, of all the latest Versions/updates of software and other related items like accessories and manuals (If any). Following documents are required to be submitted for release of payment
- Invoice for 80% cost (with reference of Purchase Order/Contract for execution, description of services delivered, quantity, unit price, total amount).
- Delivery Challans “Proof of Delivery” in original.
- Certificate by the bidder indemnifying the Corporation against Violation of Copyright and Patents.
- Installation Certificate of OS and Directory Services duly signed by Assistant Secretary (or a higher ranking official) at CO(IT/BPR) Mumbai and by the vendors authorized representative
- The Balance Twenty (20) % Software licenses and 100% of Implementation Charges cost shall be paid on successful migration and complete implementation and go-live to proposed Directory Services Solution

Following documents will be required to be submitted for release of payments

- Final Acceptance report duly signed by Assistant Secretary (or a higher ranking official) at CO(IT/BPR) Mumbai and by the vendors authorized representative.

The Payment against Onsite Services (after Go-live):

Payment for the Onsite Services will be done on quarterly basis at the end of each quarter on production of the following:

- Invoice for the amount payable quarterly
- Performance report from duly signed by Assistant Secretary (or a higher ranking official) at CO(IT/BPR) Mumbai.

Payment against Annual Maintenance Contract and Support Charges

Payment for the Annual Maintenance Contract will be by IT dept at CO on quarterly basis at the end of each quarter on production of the following:

- Invoice for the amount payable quarterly.
- Breakdown Report from Central office

The Amount against Penalties if any will be recoverable from the Performance Guarantee OR from any other payment due to the Vendor.

No advance payment before Go-live or interest will be paid by LIC.

LIC reserves the right to temporarily withhold payment and impose penalty, if it is not satisfied with progress made during that period or if there is delay in activity timelines.

LIC shall make payments in Indian Rupees (INR) on receipt of invoice, after deduction of penalties and applicable taxes at source from the agreed price to the selected Vendor.

8.1.3 Incorrect invoices, under/over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment



or overpayment will be recoverable by or from the Vendor, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by LIC to the Vendor under the contract in case of over payment.

8.1.4 Expenses

The Vendor will not be entitled to charge LIC for any other fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges, etc.) in addition to the Charges mentioned in the Payment Schedule.

LIC is under no obligation to pay any amount in excess of the Charges mentioned in the Payment Schedule.

Executive Director (IT/BPR)

Enclosures:

Annexure I	Bank Guarantee Format
Annexure II	Minimum Eligibility Criteria and Bidder's Details
Annexure III	Format for OEM Undertaking
Annexure IV	Self Declaration Format
Annexure V	Functional and Technical Requirements
Annexure VI A	Project Citation Details
Annexure VI B	Project Experience Details for POs referred
Annexure VII	Bill Of Quantity
Annexure VIII	Personnel Deployment Plan
Annexure IX	Technical Bid Form (Covering Letter)
Annexure X	Hardware Sizing Details Document
Annexure XI	Indicative Commercial Bid Details
Annexure XII	Non Disclosure Agreement
Annexure XIII	Pre bid Queries Template
Annexure XIV	Details of LIC Offices
Annexure XV	Pre-Contract Integrity Pact
Annexure XVI	Format for Project Plan

Last Page