



SHORT TENDER

**Request for Proposal**

1.	Supply of Apple I-Pads.
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[Ref: LIC/CO/IT-BPR/HW/I-Pad/2019-20/01 Dated 06/05/2019]

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

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## A. Invitation to Bid

The Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory corporation established under section 3 of Life Insurance Corporation Act 1956(**XXXI of 1956**) and having its Corporate Office at “Yogakshema”, Jeevan Bima Marg, Mumbai –400021, hereby invites sealed responses (hereinafter referred to as “Bids”), **from Premium Authorized Vendors/Corporate Resellers /DEP registered partners of Apple Inc. products**, to meet the requirements set out in this RFP document.

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

### 1. Activity Schedule:

#	Activity	Details
1	RFP Reference & date	<b>Ref: LIC/CO/IT-BPR/HW/I-Pad/2019-20/01 Dated 06/05/2019</b>
2	Bid Processing Fee (non-refundable)	Rs. 5,000/- (Rs. Five Thousand Only) by way of Demand Draft, issued in favour of “LIC of India”, drawn on any Nationalized/Scheduled bank payable at “Mumbai” shall be submitted with the Bid.
3	Address for submission of Bid	<b>The Executive Director (IT/BPR), LIC of India, Central Office, IT Department, Jeevan Seva Annexe building, 2nd floor, SV Road, Santacruz (W), Mumbai - 400 054</b>
4	Last Day and time for receiving queries on Bid	<b>On Monday, 13th May 2019 before 5.00 pm</b>
5	Bid Submission Date & Time	<b>On Tuesday, 21<sup>st</sup> May 2019, latest by 3:30 p.m.</b>
6	Eligibility Bid opening date/time/ venue	The Eligibility Bid will be opened by the Tender opening committee of LIC in the presence of the bidders/ representatives who choose to attend, <b>at 4.00 p.m. on Tuesday 21st May 2019</b> at the above mentioned address.
7	Techno-Commercial Bid Opening.	The Techno-Commercial Bids of only those bidders who satisfy the Eligibility conditions will be opened on the notified date by the Tender Opening Committee of LIC in the presence of the bidders/ their representatives who choose to attend. The details of those Bidders will be displayed on our licindia website as detailed below.
8	Mail-Id for correspondence	E-mail ID: <a href="mailto:co_ithw@licindia.com">co_ithw@licindia.com</a>
9	LIC's Official website	<a href="http://www.licindia.in/Bottom-Links/Tenders.aspx">http://www.licindia.in/Bottom-Links/Tenders.aspx</a> .
<b>Important: The above schedule is tentative only and subject to change will be notified on LICs official website <a href="http://www.licindia.in/Bottom-Links/Tenders.aspx">http://www.licindia.in/Bottom-Links/Tenders.aspx</a>.</b>		

### 2. Pre Contract Integrity Pact:

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

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

- a) Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in the RFP and all the terms and conditions of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued will be binding on the bidder and will also form the part of the

purchase orders/any resulting contracts, to be issued to the successful bidder/s as an outcome of this RFP Process.

- b) The responses to this RFP must be complete and the information should be submitted in the same format as per the Annexure(s) attached.
- c) Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.

#### **4. Cost of Bidding:**

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

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

The sealed envelope super-scribed as: “**BID FOR RFP Ref: LIC/CO/IT-BPR/HW/I-Pad/2019-20/01 Dated 06/05/2019, SUBMITTED BY \_\_\_\_\_ (Bidder’s Name)**” should contain the following documents:-

- a) Eligibility Bid Documents as per item 6 (Documents required for the Bid submission) below.
- b) All the envelopes and covers should indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder.
- c) All hardcopies must be spirally bound and serially numbered and flagged else penalty of Rs.2000/- will be deducted from the EMD.
- d) The hardcopies of the bid (all documents and Annexures submitted as a part of bid or called for by the LIC) must be duly signed on each page and stamped on each page. Bid shall be signed by the person duly authorized by the Bidder 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 in wet signature, except for an un-amended printed literature.
- e) The Hard copy of the Techno-Commercial bid as per format given in **Annexure-I** based on Hardware specifications of the I-Pad as mentioned in Annexure-I should be duly stamped and signed by the authorized signatory.
- f) Duly attested photocopy of the Premium/Authorized reseller certificate issued by **M/s Apple Inc** in the name of the Bidder.
- g) EMD of **Rs.500000/- (Rs.Five lacs only)** , in the form of DD from a Nationalized Bank/Scheduled Bank favoring “LIC of India”, payable at Mumbai.
- h) Details of the contact person i.e. Name, Phone Nos., e-Mail ID for escalations;

- i) Bank Details for payments through NEFT, (Bank Name, address, Account No, IFS Code, PAN No.) along with a cancelled cheque.
- j) The envelope should indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder.

## 6. Documents Required for the Bid Submission:

### Eligibility Bid Documents:

<b><u>Empanelment for Supply, Installation and Servicing of I-Pads.</u></b>	
<b>1</b>	<b>Demand Draft of Rs.5000/- as Bid Processing Fee (Non-refundable)</b>
<b>2</b>	<b>Power of Attorney - Authorizing for signing the Bid and the Annexures</b>
<b>3</b>	<b>Principal Authorisation Form: Attested photocopy of the Premium Authorized Corporate Reseller/DEP Registered partners Certificate issued by M/s Apple Inc. in the name of the Bidder alongwith the details of the validity (it should be valid upto/beyond 15 months from the date of Bid Submission).</b>
<b>4</b>	<b>Pre Contract Integrity Pact.</b>
<b>5</b>	<b>Demand Draft towards Earnest Money Deposit (EMD)</b>
<b>6</b>	<b>Manufacturers Authorisation Form (MAF)-Annexure VII-A</b>
<b>7</b>	<b>Non-Disclosure agreement – Annexure-IV</b>
<b>8</b>	<b>Escalation Matrix- Apple Service Centres at various locations where LIC offices are situated (major locations as per the Matrix)</b>

### Techno-Commercial Bid:

<b>1</b>	<b>Annexure-I</b>
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- k) The bid will be treated as legally void and will 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
- l) By submitting a signed bid, the bidder's signatory certifies that in connection with this RFP:
- The bidder's organization or an agent of the bidder's organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition.
  - 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.
  - 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.

## 7. Bid Currencies:

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

## **C. Standard Terms & Conditions:**

### **1. Late Bids**

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

**1.a:** Bids shall remain valid for 180 days after the date of bid opening 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. However, LIC reserves the right to seek bidder's consent for extension of the period of validity any time before the expiry of validity period as stated above. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended by the bidder.

Such extension will not require modification of the bids already submitted.

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

LIC reserves the right to reject any or all bids on the basis of any deviation(s). Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

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

- a) LIC may terminate the RFP process at any time without assigning any reasons whatsoever. LIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP document does not constitute an offer by LIC. The bidder's response to this RFP may result into selection of bidder(s) after completion of selection process as detailed in this RFP document.
- c) LIC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time prior to award of agreement without assigning any reason whatsoever without thereby incurring any liability to the affected Vendor(s) or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action. Reasons for cancellation will be determined by LIC at its sole discretion.
- d) LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.
- e) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f) LIC reserves the right to cancel the order in part or full in the event of serious discrepancy in hardware/software noticed after receipt of the Hardware. In such a case:  
LIC may cancel the entire purchase order and ask the Vendor to take the equipment back at the Vendor's costs and risks; and/or
- g) The Vendor shall have to replace the entire hardware consignment as per the committed specifications; and/or
- h) The Vendor will be required to replace the Hardware supplied with any other technically qualified Models. However, the new hardware should be delivered within delivery period as per the original Purchase order; and/ or
- i) The Performance Bank Guarantee may be invoked to make good the loss or damage and/or.

- j) The Selected Vendor may be blacklisted for future in case serious violations are observed and LIC's decision in this matter will be final and binding on the vendor

#### **4. Modification and Withdrawal of the Bids:**

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

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

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

#### **6. Principal's Authorization form :**

Bidders shall have to compulsorily submit a duly attested photocopy of the Premium Authorized Corporate Reseller/DEP registered partners Certificate issued by M/s Apple Inc. in the name of the Bidder alongwith the details of the validity which should be valid for fifteen months from the date of Bid submission or more.

#### **7. Earnest Money Deposit:**

Bidders shall submit, along with the Bid, EMD of Rs.500000/-(Rs. Five lacs Only) in the form Demand Draft in favor of **LIC OF INDIA** drawn on any Nationalized bank /Scheduled Bank payable at Mumbai. EMD will be refunded to the Selected Vendor only after submission of the Performance Bank Guarantee. No interest will be paid on the EMD. The EMD of those Bidders who do not qualify, will be refunded to them without interest after the procedure of the selection of L1 Vendor is completed.

#### **8. Pricing & Taxes:**

- a. Price shall be **an all-inclusive price** i.e. it shall include excise duty, sales tax and charges for packing, forwarding, freight, transit insurance, loading and unloading etc. (except GST) . GST as applicable will be reimbursed to the successful bidder/s as per the details provide in the Invoice submitted by the Vendor for payment as per the GST rules. Vendor shall be entirely responsible for upfront payment of all applicable taxes and compliance with the respective tax authorities, in connection with delivery of products at site.
- b. The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/taxes/cess/customs duty & excise duty including any newly introduced taxes shall be permitted.
- c. Prices shall be inclusive of all except GST as applicable for the product.
- d. Vendor will be entirely responsible for upfront payment of all applicable taxes like Central / State levies, sales tax, excise duty, license fees, road permits etc. in connection with the delivery of products at the site.
- e. GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. GST wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actual. In case concrete evidence of having paid the appropriate taxes is not submitted within a maximum period of two months from the date of payment of the taxes, the vendor will not be eligible for any reimbursement on this count.

- f. The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC.No price variation relating to increases in Government levies/taxes/cess/customs duty & excise duty including any newly introduced taxes shall be permitted.
- g. However, if LIC decides to extend the validity period of the RFP, during the extended period, in case there is 5% increase or decrease of the Dollar rate, as on the date of placing purchase order, the approved prices can be revised for the purchase orders placed in the extended period, to the extent of 4% of the approved price as illustrated below:

Approved Price	Dollar Variation from the date of Online Reverse Auction.	New Approved Price (in case of increase of Dollar)	New Approved Price (in case of decrease of Dollar)
100.00	5%	104.00	96.00

- i. The dollar rate over which the revision may be considered will be the Dollar Rate as on the date of Online Reverse Auction when the L1 price was discovered. The dollar rate will be fetched from RBI website.
- ii. However, no upward revision in the rate may be considered till the vendor approaches LIC for the same.
- iii. Apart from the above revision in the rates, any other request for change in approved rates shall not be considered.

#### 9. Performance Bank Guarantee (PBG):

A PBG (As per **Part-F of Annexure-VII**) to the tune of 10% of the L1 prices approved of the total cost of the I-pads and accessories as per the Techno Commercial Annexure of all Part-I items grouped for commercial evaluation, shall be submitted by the selected bidder.

The Performance Bank Guarantee shall be submitted within 10 working days from the date of intimation/ letter issued for selection as Vendor.

The PBG should be valid for the period of 18 months from the date of submission of PBG **including the claim period of three months, from the date of submission of PBG**. The PBG / part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP.

In case the selected bidder fails to submit performance bank guarantee even after the elapse of 20 working days from the time stipulated, LIC, at its discretion, may cancel the allotment and it will be treated as vendor has backed out.

#### 10. Evaluation of Bids: (Techno-Commercials):

The Techno Commercial Bid Evaluation will be in two stages 1) Techno Commercial Bid Opening and 2) Online Reverse Auction. The unit quote of the line item will be multiplied by the estimated quantities of that line item for commercial evaluation of the bid of each bidder.

##### Online Reverse Auction:

- i. The lowest quote (Rate) under each Line items will be taken as the (maximum) base for **Online Reverse Auction(ORA)**. Online Reverse Auction will be conducted and the eligible Bidders will be informed about the “Business Rules” and the details of the ORA, subsequently.



- ii. The L1 rate will be discovered and declared as **L1 rate**, based on the outcome of Online Reverse Auction (ORA) where bidding will be on the TCO of all the items mentioned in the Annexure-I only, based on which the final L1 TCO will be arrived. The ORA will be conducted for all the items as per Annexure-I only and the overall TCO will be displayed to the bidder during ORA.
- iii. The selected L1 Bidder will be the overall L1 Bidder and will be supplying I-Pads to the all the LIC offices across the country as defined in the Purchase Order placed with the Vendor.
- iv. If the selected L1 bidder backs out at any stage during the validity period of the RFP and/or also if the L1 bidder backs out from honoring the contract and also the undertaking given as per **Annexure-V**, then fresh RFP will be floated. **EMD of the selected bidder shall be forfeited and the Bidder shall be debarred from participation in any of the future RFPs floated by LIC of India for a period as decided by LIC.**
- v. LIC will take a considered decision in this matter depending on the circumstances and decision of LIC in this matter will be final.

#### 11. Scope of Work:

The selected bidder shall deliver the I-Pads at various locations of LIC offices across the country (LIC has 8 Zonal Office Locations and 113 Divisional Office locations) as per the terms and conditions of the RFP and the Purchase Order provided. Devices shall be supplied in a ready to use condition along with all Cables, Connectors, Manuals, Apple Smart Cover, Lightning to Digital AV Connector etc., preloaded with requisite OS/software/driver and antivirus software. One set of manual to be provided with each supplied I-Pad.

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

Vendor shall register all the supplied devices with Apple Store and install/ synchronize with iTunes.

#### 12. Warranty :

The vendor shall warrant the hardware and software against defects arising out of faulty design, materials and workmanship for a period of one year from the date of acceptance of I-Pad system (hardware/software). The Vendor shall compulsorily submit along with the **I-pad warranty certificate issued by the OEM M/s Apple Inc.** of one year covering carry-in warranty to rectify any issue (both hardware and software) of the supplied I-Pads and if repairs is not possible then replacement of I-pad with a new one of the same or higher configuration.

Defective equipment supplied shall be replaced by the vendor at his own cost, including the cost of transport, if any. The vendor will ensure to provide the replacement against defective I Pad within 10 working days to the user from the date of intimation with a new one of same or higher configuration immediately. If the replacement is not provided within 20 days, then as per the SLAs the cost of the defective I-pads will be recovered from any amount payable to the Vendor or by invoking the Bank Guarantee.

### 13. Validity Period:

#### a. Empanelment

The Empanelment of the Vendors will be valid upto **31/12/2020**. Although the validity of the empanelment will be upto **31/12/2020**, LIC may, at its discretion, extend/reduce the validity period of the empanelment for a maximum period of one year. LIC may also decide, at its discretion, to undertake a fresh empanelment exercise any time before the expiry of validity period.

#### b. Approved rates under the RFP:

The prices of all the line items approved by LIC will be valid up to **30/04/2020**. LIC may place order for any additional requirement arising during this period to the extent of 25% of the originally declared line item wise quantities. LIC may, at its discretion, extend the price validity period upto 90 days upon mutual decision with the Vendor.

### 14. Pre-Dispatch Factory Inspection (PDI):

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

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

### 15. Deliverables and Timelines:

The delivery period will be 21 days from the date of the Purchase Order issued for Mumbai and for locations other than Mumbai it is 35 days. For delay in delivery beyond the above specified days, penalty will be charged as per Table –E above till the date of Delivery on the entire value of the Purchase Order subject to maximum penalty of 10% of the entire value of the Purchase Order.

Table -E			
Item	Delivery period	Penalty for delay in Delivery (per Day of cost of undelivered item)	Maximum Penalty
I-Pads as per Technical Annexure-I	Delivery Period: For Mumbai:21 days Delivery Period: Other than Mumbai:35 days	@ 1% per day for delay beyond 21 days that is from 22nd day, subject to maximum of 10% penalty. @ 1% per day for delay beyond 35 days that is from 36th day, subject to maximum of 10 % penalty.	10.0 % of the entire value of the Purchase Order exclusive of taxes.

The I-Pads are to be delivered as per the below:

- a) In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;
- b) In accordance with all applicable Laws;
- c) In accordance with any reasonable directions given by LIC in relation to the Services;

So as to meet the dates specified, promptly and without delay:

- I. The Vendor, will, in the performance of the Services fully co-operate with LIC's Personnel and any other entity interacting with LIC; and
- II. 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.

If the I-Pads are not delivered within 30 days for Mumbai/45 days other than Mumbai from the date of placing of the Purchase Order, the following action may be initiated.

- I. The order placed may be cancelled and communicated in writing to the Vendor, and even in case such decision for cancellation of order is taken by LIC, the penalty as mentioned above (as applicable) will be recovered from the vendor by invoking the Bank Guarantee.
- II. EMD of the selected bidder shall be forfeited and the Bidder shall be debarred from participation in any of the future RFPs floated by LIC of India.

#### 16. Placing of Orders:

- a) The total quantities to be ordered under this RFP may be subject to variation of up to +/- 25% above or below of the line items as per the Techno-Commercial Annexure, of the originally declared quantities. However, the actual quantities may differ at the time of issuing the Purchase Order, depending on the circumstances prevailing at that time. The decision of LIC in this matter is final.
- b) LIC Central Office at Mumbai will place orders for all I-Pad requirements of all departments of Central Office and MDC. LIC's Zonal Offices will place orders for the I-Pads of all offices in their respective jurisdiction. Purchase Order will be placed **only** through LIC's Purchase Order Module.
- c) The Vendor should point out any discrepancy/ deficiency in the electronically generated Purchase orders within five working days from the receipt of the Purchase Orders by email. Subject to this, the date on which the required information/

correction in the Purchase order is intimated to the Vendor, through mail would be deemed to be the date of acceptance of the Purchase order for the purpose of calculating the delivery period and penalty. The electronically generated Purchase Orders generated through the LIC's Purchase Order Module has to be checked by the Vendor at the Vendor Portal for which access will be provided by LIC. The same has to be checked by the Vendor and ascertain that all the Purchase Orders have been received by them and acknowledged by the Vendor. The date of the Purchase Order will be the date on which the Purchase Order is generated through the PO Module and sent to the Vendor. LIC will not be responsible for non-receipt of the PO due to any mail server/ firewall etc., issues at the Vendor's end. The details of the Purchase Orders have to be regularly monitored by the Vendor in the Vendor Portal. If there is any discrepancy in the Purchase Orders appearing in the Vendor Portal and the one received or not received by the Vendor should be immediately brought to the notice of LIC within five working days.

- a) Purchase Order for any Hardware may be issued by LIC in a staggered manner at any time during the validity period of the RFP depending on the existing situation. Additional requirements may also come up during the year from existing offices for which I-Pad will be purchased. However the decision of LIC in this matter is final.

#### **17. Transportation and Insurance:**

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

#### **18. Road Permit:**

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

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

The Vendor will supply the Services:

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

## 20. Payment Terms:

- a) The payment will be made through NEFT only.
- b) 95% payment will be made on delivery of the I-Pads within 15 working days from the date of submission of invoice along with the proof of delivery, i.e. delivery challan which should clearly indicate the name of the receiving official, location, seal of the LIC Office and date of receipt of the I-Pad alongwith the accessories in the delivery challan.
- c) 5% on successful hands on training imparted to the user. The Vendor has to make atleast three attempts and each attempt is to be made within a span of three days failing which the Vendor may contact the user for training through other methods like sharing a link or video call.
- d) GST, wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed.

## 21. Force Majeure Clause:

- a) The Vendor shall be liable for any delay in execution or failure of their respective obligations under this agreement except for delay caused by occurrence of events beyond control of the Vendor, including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, hostility, acts of public enemy, wars, riots, strikes, sabotage, order/action or regulations of government, local or other public authorities.
- b) In case a Force Majeure situation arises, the Vendor shall immediately notify LIC in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the execution of the Purchase Order.
- c) Unless otherwise directed by LIC in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.

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

## 22. Warranty Terms and Conditions:

The breakdown charges if any, during the warranty period accumulated after release of payment of balance 5% will be recovered by invoking the Performance Bank Guarantee available with LIC or any other payment due to the Vendor from LIC.

Service Levels				
Hardware Type	Per day Breakdown charges up to 5 days	Per day Breakdown charges from 6 <sup>th</sup> day to 10 <sup>th</sup> day	Beyond 10 days.	Maximum Penalty capping for Breakdown of I-Pad
I-Pads procured under the RFP.	0.5% of the cost of hardware per day	1% of the cost of hardware per day.	2% of the Basic cost of hardware per day.	The Basic cost of the I-Pad alongwith the accessories.

## 23. Limitation of Liability:

Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort

or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/Vendor to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

#### **24. Rights Reserved with LIC:**

- a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC will reserve the right to debar the Bidder from participating in future RFP's floated during the empanelment period and / or servicing of hardware for a period to be decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.
- b) LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFP's, at any time prior to award of agreement without assigning any reason what so ever and without thereby incurring any liability to the affected Vendor(s). Reasons for cancellation will be determined by LIC at its sole discretion.
- c) LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.
- d) LIC also reserves the right to call for open RFPs for Hardware equipment/services/ other requirements, if deemed necessary.
- e) During the price validity period, certain situations may arise which are not envisaged in this RFP. LIC will take a considered decision in the matter in the best interest of the LIC. The decision of LIC in all such matters will be final and binding on the Vendor. This also applies to dispute over interpretation of clauses in the RFP.
- f) LIC reserves the sole right to decide on the hardware configuration and the quantity thereof to be ordered as also the locations for purchase of computer systems, Software and/ or peripherals /terms and conditions in individual RFPs during the empanelment period.
- g) A change order will constitute any variation in the Services which will take effect from the date on which the parties execute a Change Order. Any work which has not been specifically mentioned in the scope of work of the RFP, the annexures and the pre-bid queries; b) Any changes in the deliverables post approval by LIC. c) Any additional hardware or software components that is additional to the approved quantity. In such a case, the Purchase Order will be amended to give effect to the Change Order.
- h) In such a case, the additional cost/effort estimated by the bidder and its impact would be discussed and finalized in discussions with the Bidder. The basis of this would be the effort estimates quoted by the bidder or the unit price available to the respective component.
- i) LIC may terminate the agreement if it determines at any time that the Vendors or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that agreement, without

the concerned Vendors having taken timely and appropriate action satisfactory to the LIC to remedy the situation.

## **25. Disputes:**

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

In the event of any dispute or disagreement over the interpretation of any of the terms herein above, clarifications, annexure(s), etc. contained or claim of liability the same will be referred in writing to an arbitrator appointed by mutual consent of both the parties, whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliations Act 1996. The venue of arbitration shall be Mumbai. Subject here to the court in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

## **26. Conflict of interest:**

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

## **27. Fraud and Corrupt Practices:**

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

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

- a) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- b) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- c) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by LIC with the objective of canvassing, lobbying or

in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- d) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition in the Selection Process.

**28. Consequences of Termination of Selected Bidder:**

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

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

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

**EXECUTIVE DIRECTOR (IT/BPR)**



## **Annexure VII-B: Performance Bank Guarantee (PBG)**

This Deed of Guarantee executed by the \_\_\_\_\_ (Bank name) (hereinafter referred to as "the Bank") in favour of Life Insurance Corporation of India, having its corporate office at "Yogakshema", Jeevan Bima Marg, Mumbai – 400021 (hereinafter referred to as "LIC") for an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the request of \_\_\_\_\_ (Supplier's Name & Address) \_\_\_\_\_ (hereinafter referred to as the "Supplier").

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

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

This Bank Guarantee will be valid for a period up to \_\_\_\_\_ (for a period of 18 months from the date of submission)

The Bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise.

This Guarantee shall not be affected by any change in the Constitution of the Bank or the Supplier.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2019

**Sealed & Signed by the Bank**

**Annexure V**  
**Undertaking for Warranty**

**(To be submitted on a stamp paper of Rs. 250/- by the Bidder)**  
**RFP REF: LIC/CO/IT-BPR/HW/I-Pad/2019-20/01 Dated: 06/05/2019**

To,

The Executive Director (IT/BPR),  
Central Office, Life Insurance Corporation of India,  
"Yogakshema", Jeevan BimaMarg,  
Nariman Point, Mumbai – 400021

Dear Sir/Madam,

We hereby accept all the Term & Conditions of the RFP and extend complete warranty for the I-Pad for a period of 12 months from the date of installation as per the terms and conditions stated in the RFP document referred above.

We further hereby undertake that the original equipment's spare parts and components required for maintaining the hardware supplied will be available for a period of 15 months as per the terms and conditions of the RFP.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2019

Authorized Signatory

Signature of the authorized official

**Name:**

**Designation:**

**Name & Address of the company:**

**Seal of the Company**

**Annexure-VII- A Manufacturer's Authorization Form (MAF)**

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

To,  
The Executive Director (IT/BPR),  
Central Office, Life Insurance Corporation of India,  
"Yogakshema", Jeevan Bima Marg,  
Nariman Point, Mumbai – 400021

Dear Sir/Madam,

Manufacturer's Authorization Form (MAF)

We, M/s \_\_\_\_\_ who are established and reputed manufacturers of \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of bidder) who is Apple Authorized Reseller under the terms of an Apple Authorized Reseller Agreement that is valid upto \_\_\_\_\_ to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

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

We also extend our back to back service support and assurance for availability of our equipment, components and parts as per the terms and conditions of the RFP, to M/s \_\_\_\_\_ for a period of 5 years after the product is no longer manufactured.

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2019**

**Signature of the Company Secretary**

**Signature**

**Name:**

**Designation:**

**Name & Address of the company:**

**Seal of the Company:**

**Non-Disclosure Agreement**

**(No deviations in wordings permitted)**  
**(To be executed over Rs.250 Stamp/Franked paper & notarized)**

**Ref: LIC/CO/IT-BPR/HW/I-Pad/2019-20/01 Dated 06/05/2019**

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

BY AND BETWEEN

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

AND

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

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

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

WHEREAS,

the Respondent is aware that while responding to LIC's Request For Proposal **Ref: LIC/CO/IT-BPR/HW/I-Pad/2019-20/01 Dated 06/05/2019**, the Respondent may be gathering information on LIC's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the event that Respondent is required by law in any judicial or governmental proceeding to disclose any Confidential Information, the Respondent will give LIC prompt written notice of such request so that LIC may seek a protective order or appropriate remedy. If, in the absence of a protective order, Respondent determines, upon the advice of counsel, that it is required to disclose such Confidential Information, it may disclose such Confidential Information only to the extent compelled to do so; provided, however, that the Respondent gives LIC written notice of the portion of Confidential Information to be disclosed as far in advance of the disclosure as is

practicable and uses its best efforts, at its own expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.

No license expressed or implied in the Confidential Information is granted to Respondent other than to use the information in the manner as is permitted in RFP or by LIC.

Respondent agree that Confidential Information is and shall at all times remain the property of LIC. Respondent acknowledge that the Confidential Information is confidential and material to the interests, business and affairs of LIC and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of LIC. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the party's intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of LIC and shall be returned upon written request or upon the Respondent's determination that it no longer has a need for such information. Use of such property or licenses without the permission of LIC is strictly prohibited and the respondent will ensure that any of its employee or representative does not violate this condition, and even in the case when they cease to have any relationship with respondent.

No license to the Respondent, under any trade secret or any other intellectual property right, is either granted or implied by the disclosure of information to the Respondent. None of the information which may be disclosed or exchanged by LIC shall constitute any representation, warranty, assurance, guarantee, or inducement by Respondent to LIC of any kind, and in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work rights, or any other intellectual property rights, or other rights of third persons or of LIC.

There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither LIC makes any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of Confidential Proprietary Information or any other information or data related thereto, or with respect to the use thereof by Respondent.

Neither this NDA nor the disclosure or receipt of information from LIC to the Respondent, shall constitute or imply any promise or intention to pursue any business opportunity described in the Confidential Information or make any purchase of products or services by LIC or its affiliated companies or any commitment by LIC or its affiliated companies with respect to the present or future transaction between the parties.

Respondent shall not modify or erase the logos, trademarks etc., of LIC or any third party present on the Confidential Information. The Respondent shall not use or display the logos, trademarks etc., of LIC in any advertisement, press etc., without the prior written consent of LIC.

Upon the request of LIC, the Respondent, will within 7 days of receipt of such request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of Respondent or its Representatives and shall certify the fact of having destroyed the Confidential Information in writing to LIC. Such return, however, does not abrogate the continuing obligations of Respondent under this Agreement.

Respondent agree and acknowledge that monetary damages would not be a sufficient remedy for a breach of this Agreement and that LIC shall be entitled to specific performance or any other injunctive relief as a remedy in equity for any such breach of this Agreement. Any remedy shall not be deemed to be exclusive or all-inclusive and shall be in addition to any and all other remedies which may be available to LIC in law or equity.

Confidential Information provided to the Respondent does not and is not intended to represent an inducement by LIC or a commitment by LIC to enter into any business relationship with the

Respondent or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.

The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of LIC.

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

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

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

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

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

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

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

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

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

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

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

Authorized Signatory

Name:

Designation:

Office Seal:

**PRE CONTRACT INTEGRITY PACT**  
**(To be submitted on a stamp paper of Rs. 250/- by the Bidder)**

**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....2018 , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s ..... represented by Shri..... ( hereinafter called the "BIDDER /SELLER" which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment/item at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-  
Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other



advantage from the BIDDER, either themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

**1.2** The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

**1.3** All the officials of the BUYER will report to the appropriate "CVO" any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

**3.1** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

**3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for

showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

- 3.3** Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4** BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER/Contractor will not commit any offence under the relevant India penal code (IPC) /Provision of corruption (PC) act .Further improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10**The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11**The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12**If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or

alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act 2013.

**3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.

#### 4. Previous Transgression

**4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

**4.2** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. Earnest Money (Security Deposit):

**5.1** While submitting commercial bid, the BIDDER shall deposit an amount Rs. (to be specified in RFP/Tender ) as Earnest Money as applicable/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft of Pay Order in favour of LIC.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP/Tender).

**5.2** The Earnest Money /Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

**5.3** In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

**5.4** No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### 6. Sanctions for Violations:

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

#### 7. Fall Clause:

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

#### 8. Independent Monitors:

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

Name address of the Monitor(s): **1.)** Shri. Shyam Lal Bansal, Ex CMD of Oriental Bank of Commerce, A-1202, 13<sup>th</sup> Floor, La Lagune, Sector-54, Gurgaon-122001. **2.)** Shri. Kata Chandrahas, IRS (Retd), G-1, Reliance Homes, 8-2-647/R, Road no.7, Banjara Hills, Hyderabad-500034.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder /Contractor as confidential.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated\*\* by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings. 8.8 The Monitor will submit a written report to the designated authority\*\* of

BUYER /Secretary in the Department/ within 8 to 10 weeks from the date of reference or

intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

10. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

12. Validity:

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at.....on.....

BUYER		BIDDER	Name of the Officer:
CEO	Designation		Dept./MINISTRY/PSU
Witness			
1.....		1.....	
2.....		2.....	