

Ref: LICHFL/CO/IT/2019-20/RFP-002

RFP for Purchase of Laptops



**LIC Housing Finance Ltd.
45/47, 2nd Floor, Bombay Life Building,
V.N. Road, Fort
Mumbai – 400001**

PHONE: +91-022-22049919

FAX: +91-022-22178777

EMAIL: bids@lichousing.com

(Dated: 04th Jun 2019)

Last Date for submission- 14th Jun, 2019

(Participation in this Bid will imply that the Bidder has accepted all the terms and conditions of this Bid document)

Time SCHEDULE		
	Activity	Details
1.	Release of RFP	June 3, 2019
2.	Bid Price	Not Applicable
3	Address for submission of Bid document	General Manager (IT), LIC Housing Finance Ltd. 45/47, 2nd Floor, Bombay Life Building, V.N. Road, Fort Mumbai – 400001
4.	Bid Submission	BIDS TO BE SUBMITTED IN ENVELOPE MARKED AS : <u>Envelope</u> : “RFP for Purchase of Laptops for LIC HFL”.
5.	Last date for Receipt of Queries	June 7, 2019
6.	Pre-Bid Meeting	June 11, 2019
7.	Last date for Reply of Queries	June 11, 2019
5.	Last date of submission	June 14, 2019
6.	Bid opening date and venue	June 17, 2019 at 11 am LIC Housing Finance Ltd. Corporate Office, 13 th Floor, ‘F’ Wing, Maker Towers, Cuffe Parade, Mumbai– 400 021
7.	Reverse Auction	June 19, 2019
8.	Bid Validity Period	Bid must be valid for 180 days from the date of opening of the Bids.
9.	Contact Details	Email ID: bids@lichousing.com
<i><u>The Schedule is subject to change. Notice in writing of any changes will be provided wherever feasible.</u></i>		

To,

Dear Sir/Madam,

Re: Purchase of Laptops

Offers are invited for the supply, installation and commissioning of Laptops at our offices. The items and their specifications are as detailed in **Annexure VII**.

The vendors will have to participate in the online reverse auction and they will have to abide by the e-business rules framed by LIC Housing Finance Ltd.

All the Annexures should be duly signed with Company seal and should be submitted on or before date required. The makes and models of the equipments should be specified as per Annexure VII. Those who do not submit these documents (completed in all respects) in time shall be disqualified from this bidding process and EMD deposited will be forfeited.

Any notice by one party to the other pursuant to the Contract shall be sent by fax/e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract.

All communications shall be addressed to

The General Manager (IT),
LIC Housing Finance Ltd.
2nd Floor, Bombay Life Building,
45/47, Veer Nariman Road,
Fort, Mumbai-400001

Email id: bids@lichousing.com.

Yours faithfully,

General Manager (IT)

INSTRUCTIONS TO BIDDERS

1. Name of work: Supply and installation of Laptops at various offices of LIC HFL.
2. Please read the Conditions governing the Quotations and all the Annexure carefully.
3. The vendors will have to participate in the online reverse auction to be conducted after opening of commercial bids. Vendors will have to abide by the e-business rules framed by LIC HFL.
4. LIC HFL reserves the right to increase/ decrease the quantities of the items.
5. **Vendors should submit quotations only after carefully examining the documents/ conditions/ schedule of work. Only price quotations may be submitted as per Annexure VI. The initial commercial bid by each vendor will give the item-wise breakup and the total value. The start bid of the e-bidding process will be decided by LIC HFL. While e-bidding will involve only the total value, all the vendors will have to give the item-wise breakup for the last lowest bid made by them within 24 hours from the close of reverse auction**
6. No amount should be quoted as charges during warranty period. Violation of these instructions would entail disqualification.
7. All prices should be quoted net of all discounts and exclusive of all taxes which will be on actuals as applicable.
8. Canvassing in connection with quotations is strictly prohibited and quotations submitted by vendors who resort to canvassing are liable to be rejected.
9. No price escalation, adjustment or any other escalation will be payable.
10. The order will be placed with L1 vendor after the Reverse Auction. Service support is critical in a Core Business environment. In case LIC HFL finds that the service support of the L1 vendor is not available or is not satisfactory at any particular centre / city, LIC HFL may at its discretion place the order with some other vendor whose service support is satisfactory and who matches the L1 rates.
11. LIC HFL reserves the right to accept / reject any bid without assigning any reason.
12. The bidder should submit a forwarding letter agreeing unconditionally to all the terms and conditions (along with clarifications and modifications, if any) of this bid document in the Technical Bid document.

S.No	Pre-Qualification Criteria	Required Details
1	Average of Turnover of the bidder should be Rs.10 Cr. each year for the last 3 years (2016-17, 2017-18, 2018-19)	Audited Balance Sheet
2	The bidder and its subsidiary should be a registered company as per Companies Act, 1956, in operation continuously for the last 5 years. Copy of registration certificate should be enclosed in support of the above.	Attach Copy of Certificated for Registration No. , PAN , TAN, GST certificate
3	The Bidder should have minimum 5 years of experience in the area of IT Facility Management service & maintaining IT equipment's with similar organization etc. With same magnitude and complexity of work. The bidder should have experience in working with Laptops and Server Operating Systems.	Copies of Work Orders/relevant document as proof, Completion Certificate for relevant submitted order/Purchase order.
4	The bidder shall have relevant Quality Certification of ISO 9001 for Computer Systems.	Copies of Work Order/certifications.
5	The bidder should meet all statutory compliances for manpower deployment and service support.	Proof for Salary slips, PF, ESIC, Bonus, etc to be submitted confirming the compliance
6	The Bidder/OEM should have a fully operational NOC where LIC HFL can log a call through e-mail/telephone. All these modes for call logging should be available.	Copy of the details of NOC.
7.	The bidder should have partnership with the OEM and OEM should be supporting for bidding in this tender.	Letter from OEM required as per Annexure X
8.	The Specifications/Data Sheet should be available publically on OEM's website.	Printed copy of the web page containing Specifications/Data Sheet

Bid Security

1. A Demand Draft / Pay Order of Rs.25,000 (Rupees Twenty five Thousand only) towards bid security/ EMD in favour of LIC Housing Finance Limited payable at Mumbai. The name of the vendor and the purpose of RFP should be written on the back of the Demand Draft.
2. The Bid security/ EMD shall be refunded to the vendors to whom the contract is not awarded within 45 working days of opening of Bid.
3. If it is found that the Bidder had made a statement which is factually incorrect / does not meet the eligibility criteria or is incomplete the will be rejected and bid security deposited by the bidder will be forfeited.

Exemption in EMD for MSME company as per below guidelines

MSE Guidelines

Registration of Micro, Small and Medium Enterprises for two types of Companies:

Manufacturing Entity The enterprises engaged in the manufacture or production of goods pertaining to any industry specified in the first schedule to the industries (Development and regulation) Act, 1951). The Manufacturing Enterprise are defined in terms of investment in Plant & Machinery.

Service Entity The enterprises engaged in providing or rendering of services and are defined in terms of investment in equipment.

No.	Type of Enterprise	Manufacturing Enterprises (Investment in Plant and Machinery)	Service Industry (Investment in equipment)
1.	Micro	Does not exceed Rs. 25 Lakh	Does not exceed Rs. 10 Lakh
2.	Small	Exceeds Rs. 25 Lakh but does not exceed Rs. 5 Crore	Exceeds Rs. 10 Lakh but does not exceed Rs. 2 Crore
3.	Medium	Exceeds Rs. 5 Crore but does not exceed Rs. 10 Crore	Exceeds Rs. 2 Crore but does not exceed Rs. 5 Crore

Presently EMD/Tender Fee exemptions and price preference are applicable to only Micro and Small Industries . View above, if you are claiming EMD/Tender Fee exemptions , you should meet above criteria for Micro and Small Industries. You have to submit your supporting documents like NSIC registration certificate, MSE registration certificate issued by competent Govt bodies to become eligible for the above exemption. Also your certificate (NSIC) / MSE shall cover the items tendered to get EMD/Tender fee exemptions. NSIC certificate shall be valid as on due date / extended due date of the tender. This is not applicable if you are non NSIC unit.

Note :In case the bid is submitted as an **Indian arm of a foreign bidder** (refer clause 3(b) of Bidder qualification criteria) and the eligibility criteria conditions were met thru foreign company, then the EMD Exemption cannot be claimed under the MSME status of Indian arm / subsidiary. Thus a Bidder who solely on it's own, fulfils each eligibility criteria condition as per the tender terms and conditions and who are having MSE status, can claim EMD exemption/tender fee.

Part B

Scope of Work

1. Delivery: The Laptops along with peripheral should be supplied, within four weeks and should be installed, tested and commissioned within Six weeks from the date of issue of the Purchase Orders.

Vendor has to submit a detailed list consisting of delivery locations with their serial nos, delivery date and MAC no. of the laptops as per below format. No payments will be processed if the details are not submitted.

Invoice no	Invoice Date	Location	Location code(provided by LIC HFL)	Serial No	Delivery date

2. Installation: Prompt installation after delivery at various locations should be done within Six weeks from the date of issue of the Purchase Orders.
 - a. THE VENDOR shall be responsible for installing the Operating system and validating the Windows 10 licenses. The vendor will also be responsible for updating the O/s patches released time to time during the warranty / AMC period.
 - b. THE VENDOR shall be responsible for installing Software, like MS OFFICE 2013/2016, Antivirus Client, Google Chrome and Adobe Acrobat Reader. LIC HFL will provide necessary Media & License key.
 - c. The vendor will be responsible for enabling windows defender as the antivirus.
 - d. THE VENDOR shall be responsible for configuring Microsoft Outlook. THE VENDOR shall be responsible for taking back up of the old Laptop (if any) and transfer the data/ mails to the new system being installed.

3. Warranty: The vendor shall provide to LIC HFL warranty of 5 years from the date of installation of equipment. This shall include repair/ replacement and free provision of spares, parts, kits as and when necessary from the date of satisfactory installation of the EQUIPMENT by the vendor. The vendor shall particularly ensure that the systems by the vendor are VIRUS free. During the warranty period the vendor shall be responsible for the following:
 - a. In case of reinstallation of OS the vendor shall be responsible for installing the Operating system and validating the Windows 10 licenses. The vendor will also be responsible for updating the O/s patches released time to time during the warranty / AMC period.
 - b. THE VENDOR shall be responsible OS installation if any need may arise in case of hardware failure or any other issue like OS crash, slow performance of the system etc. for which call is logged
 - c. THE VENDOR shall be responsible for installing Software, like MS OFFICE 2013/2016, Antivirus Client, Google Chrome and Adobe Acrobat Reader. LIC HFL will provide necessary Media & License key.
 - d. The vendor will be responsible for enabling windows defender as the antivirus.
 - e. THE VENDOR shall be responsible for configuring Microsoft Outlook. THE VENDOR shall be responsible for taking back up of the old Laptop (if any) and transfer the data/ mails to the new system being installed.

4. Payment Schedule:
 - (a) 80% on delivery of the equipment at offices on submission of delivery challan by the vendor.
 - (b) 20% after successful installation and on submission of Installation Report by the vendor.

5. On-Site Repair and Maintenance Services: The vendor shall arrange for services of qualified service engineers having knowledge of both hardware and software, acceptable to LIC HFL at the time of installation and during warranty period for trouble shooting, repair and replacement of all kits or parts and spare parts and to render such other support services, as may be necessary for satisfactory functioning of the EQUIPMENT, as stipulated

in the CONDITIONS GOVERNING REPAIR AND MAINTENANCE SERVICES. No charges, fees accommodation, boarding, etc., shall be paid or provided by LIC HFL to the service engineer or his assistants, if any.

CONDITIONS GOVERNING THE BIDS

1. Signatures: The person authorized to sign on behalf of the Company should sign bid document. Those who do not submit the same shall be debarred from the bid process.
2. Equipment: The vendor should supply hardware to the LIC HFL and commission these at SITE. Unless otherwise specifically referred, all the items of Computers, Peripherals, Software, and other items and work are referred to as EQUIPMENT in this document.
3. Installation: The Equipment is being procured for the LIC HFL Offices. Prompt installation after delivery at various locations should be done.
4. Delivery:
 - (i) The computer systems, equipment should be supplied, within four weeks and should be installed, tested and commissioned within Six weeks from the date of issue of the Purchase Orders.
 - (ii) In case the vendor awarded the contract is unable to deliver the hardware, LIC HFL may levy penalties as stipulated hereinafter and/ or cancel the order and award it to any other vendor. Penalty amounting to 2% per month of the item cost will be levied per week of delay beyond 4 weeks of date of issue of purchase order (PO) or any part thereof subject to the total penalty not exceeding 10% of the item cost. The amount of penalty so calculated shall be deducted at the time of making any payment to the vendor. In the event of such cancellation of order, the vendor shall not be entitled to any compensation. Date of delivery will be date of last item delivered pertaining to a purchase order.
 - (iii) In case the vendor awarded the contract is unable to install the hardware supplied within the period of 6 weeks. Penalty amounting to 2% per month of the item cost will be levied per week of delay beyond 4 weeks of date of issue of purchase order (PO) or any part thereof subject to the total penalty not exceeding 10% of the item cost.
5. Procedure for Quoting Rates: The vendor must quote his rates ONLY on Annexure-VI in round rupees. The amount for each item should be worked out in figures only for the quantities specified.
6. Quantities liable to vary:
 - (a) The quantities furnished in Annexure VII are only probable quantities which are liable to alteration by omission, deduction or addition and it should be clearly understood that the contract is not a lumpsum contract. Payment shall be regulated on the actual quantities of supply made or work done at the accepted rates.
7. Vendor not to make any alterations in document: No alterations which are made by the vendor in the specifications or quantities accompanying this notice shall be recognized, and if any such alterations are made the quotation shall be invalid. Any quotation which purports to alter, vary or omit any of the conditions herein is liable to be rejected.
8. Vendor to gather all information for /bear cost for submitting quotations
 - i) The vendor must obtain for himself on his own responsibility and at his own expense all information necessary including risks, contingencies and other circumstances to enable him to prepare a proper quotation and to enter into a contract with LIC HFL.
 - ii) The vendor should also bear all the expenses in connection with the preparation and submission of his quotation.
 - iii) The vendor whose quotation is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted.

9. Quotation to be complete, adequate and cover contingent costs including transit insurance:
Prices should be quoted exclusive of taxes. Prices quoted must be valid as per Annexure-VI and shall not be subject to escalation under any circumstances. No extra payment will be made for freight etc.
10. Quoted rates not subject to escalation: No escalations in rates will be allowed on account of prices of components, basic material, exchange rates, freight and labour rates, etc.
11. The Price must be valid for 180 days and any future order placed should be with the same rate irrespective of the quantity of additional orders within 6 months
12. Rights of LIC HFL:
 - i) LIC HFL does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations received, without assigning any reason thereof.
 - ii) While placing the Purchase Order, LIC HFL further reserves the right to delete or reduce any item or section of the schedule of work without assigning any reason thereof. The deliveries will have to be made as per schedule of implementation which will be advised to vendor accordingly.
13. Assigning works: The work or any part of it should not be transferred, assigned or sublet without the written consent of LIC HFL.
14. Warranty: The vendor shall provide to LIC HFL warranty from the date of installation of equipment. This shall include repair/ replacement and free provision of spares, parts, kits as and when necessary from the date of satisfactory installation of the EQUIPMENT by the vendor. The vendor shall particularly ensure that the systems by the vendor are VIRUS free.
15. Payment Schedule:
 - (c) 80% on delivery of the equipment at offices on submission of delivery challan by the vendor.
 - (d) 20% after successful installation and on submission of Installation Report by the vendor.
16. On-Site Repair and Maintenance Services: The vendor shall arrange for services of qualified service engineers having knowledge of both hardware and software, acceptable to LIC HFL at the time of installation and during warranty period for trouble shooting, repair and replacement of all kits or parts and spare parts and to render such other support services, as may be necessary for satisfactory functioning of the EQUIPMENT, as stipulated in the CONDITIONS GOVERNING REPAIR AND MAINTENANCE SERVICES. No charges, fees accommodation, boarding, etc., shall be paid or provided by LIC HFL to the service engineer or his assistants, if any.
17. Subcontracting : The vendor shall not without the prior written consent of LIC HFL subcontract or permit anyone other than the vendor's own personnel to perform any of the work, services or other performance required of the VENDOR. Provided, however, that the personnel of the vendor's authorized service and support franchisees may be permitted to perform the repair and maintenance services as laid down in Clause 16 of this bid.
18. Equipment Attachments: LIC HFL shall have the right to make changes and attachments to the EQUIPMENT provided such changes or attachments do not prevent proper maintenance from being performed, or unreasonably increase the cost of performing repair and maintenance service.
19. The VENDOR shall warrant that the repair and maintenance service/ products offered for sale do not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity.

The VENDOR shall indemnify LIC HFL from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

The vendor shall further explicitly absolve LIC HFL of any responsibility/ liability for use of Systems/ Software delivered along with the equipment and of all cases of possible litigation/ claims directly or indirectly arising out of any breach/ claimed breach of patent copyright/ license/ trade secret or other property right of any other person or other entity for the equipment and software(s) sourced either from third parties or from themselves.

20. All disputes and differences of any kind whatsoever arising out of or in connection with the Purchase Order shall be referred to arbitration.

The arbitrator may be appointed by both the parties or in case of disagreement, each party may appoint an arbitrator and the decision of the arbitrator(s) shall be final. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act 1996.

21. The Vendor should point out any discrepancy/ deficiency in the Purchase Orders within four days of its receipt. The date on which the required information / correction in Purchase Order is intimated to the Vendor would be deemed to be the date of acceptance of the Purchase Order for the purpose of calculating the delivery period, and penalty thereof.

22. LIC HFL may, at its discretion, increase/reduce the validity period of the tender.

23. If at any future point of time, it is found that the Bidder had made a statement which is factually incorrect or if the bidder does not fulfill any of his contractual obligations, LIC HFL may debar the Bidder from bidding prospectively for a period to be decided by LIC HFL and take any other action as may be deemed necessary.

24. Decision of the competent authority in all matters with regard to this tender will be final and binding on all Bidders participating in this Bid.

25. The successful bidder shall co-operate with the other bidders appointed by the LIC HFL & other business partners of LIC HFL, so that the work shall proceed smoothly without any delay and to the satisfaction of LIC HFL.

26. No extra claim shall be entertained on account of all the redo of work on account of bidder's negligence which results into damages/losses during execution of the job. Also, any component(s) required to deliver the solution after release of Purchase Order shall have to be provided by the successful bidder. All such cost shall be borne by the bidder.

27. In the event that LIC HFL wishes to terminate services, 30 day written notice will be sent to the bidder for termination of services without assigning any reason. In the case of termination / cancellation of the order, the bidder will not be entitled to or recover from LIC HFL any amount by way of damages, loss or otherwise. In such a situation, Bidder will be paid the balance amount, after calculating on pro-rata basis, till the date of termination of the contract. In the event of cancellation of agreement or termination of the order, the bidder will assist in smooth migration to new bidder.

28. LIC HFL reserves the right to place purchase orders in phased manner.

29. Limitations of liability: Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/bidder to pay liquidated damages to the Corporation and the aggregate liability of both the parties whether under the Contract, in tort or otherwise,

shall not exceed the total Contract value with LIC HFL under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Evaluation of Bids: Commercial Bids of those bidders who satisfy & submitted the bidding document as per requirement minimum technical specifications will be opened and then all bidders will be asked to participate in online reverse auction on the date decided by LIC HFL. The bidder quoting the lowest quote at the end of online reverse auction in response to this tender will be selected.
31. KINDLY NOTE THAT BIDS WHICH ARE NOT ACCOMPANIED BY A DULY SIGNED forwarding letter agreeing to ALL TERMS AND CONDITIONS of the bid WILL NOT BE ENTERTAINED UNDER ANY CIRCUMSTANCES. Each page of the bid response should be serially numbered, signed and stamped.

LIC HFL will not in any way be responsible for late submission or delivery at any other address other than that mentioned above.

32. Participation in this tender will mean that the bidder has accepted all clauses of this tender and subsequent modification(s) to this tender, if any.
33. LIC HFL reserves the right, at any time, to waive any of the requirements of the RFP, if, in the sole discretion of the Corporation, the best interests of the Corporation would be served. However, this will be done before opening of the commercial tender(s).
34. All documents submitted in response to the RFP become the property of the Company on submission. Company can use the RFP for all purposes relating to the evaluation of responses and the conduct of any further stages in this staged tender process.

35. **DISCLAIMER:**

Subject to any law to the contrary, and to the maximum extent permitted by law, LIC HFL and its officers, employees, contractors, agents and consultants etc. disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentations on the part of LIC HFL or any of its officers, employees, contractors, agents or advisors.

PART-C

CONDITIONS GOVERNING INSTALLATION, REPAIR AND MAINTENANCE SERVICES

During installation & warranty, THE VENDOR shall agree to maintain the EQUIPMENT in good working order and for this purpose shall provide the following repair and maintenance services.

- a) THE VENDOR shall be responsible for installing the Operating system and validating the Windows 10 licenses. The vendor will also be responsible for updating the O/s patches released time to time during the warranty / AMC period.
- b) THE VENDOR shall be responsible for installing Software, like MS OFFICE, Antivirus Client, Adobe Acrobat Reader and SCCM Client. LIC HFL will provide necessary Media & License key, centrally to the selected vendor in Mumbai. It will be vendor's responsibility to ensure that the support engineers carry the necessary media to the locations.
- c) The vendor shall be responsible for configuring the system in domain and blocking the access to admin user.
- d) THE VENDOR shall be responsible for configuring Microsoft Outlook. THE VENDOR shall be responsible for taking back up of the old system and transfer the data/ mails to the new system being installed.
- h) THE VENDOR shall correct any faults and failures in the EQUIPMENT and shall repair and replace worn out defective parts of the EQUIPMENT immediately. In case where unserviceable parts of the EQUIPMENT need replacement THE VENDOR shall replace all such parts, at no extra cost to LIC HFL with brand new parts or those equivalent to new parts in performance. THE VENDOR in effecting any such replacement shall not remove the equipment or any part thereof until the vendor is ready to move in substitute equipment or part or parts to replace it. If the replaced part or parts are not identical in all respects to the part replaced, THE VENDOR shall inform LIC HFL in writing at the time of such replacement. LIC HFL in such case has the right to request THE VENDOR to replace the parts with the original compatible parts only and THE VENDOR will comply with such request forthwith.

THE VENDOR shall ensure that faults and failures intimated by LIC HFL as above are diagnosed and repaired within 1 day. If the repair work is expected to take more than 2 days, as the case may be, the vendor shall replace the defective EQUIPMENT with STAND BY EQUIPMENT immediately, and restore operations.

The vendor has to provide the call log no of all the complaints registered.

- i) Performance Bank Guarantee of 10% of PO with validity till THREE months after expiry of Warranty period to be submitted by the winning bidder.

j) Penalty clause will as mentioned below:

Resolution: The call logged before 12 PM will be attended and resolved on the same day, it being a working day and for call logged after 12 PM the same will be done on next working day. (Either it will be repaired or a stand by unit will be given).

In case of major replacement like SMPS/Hard disk/Motherboard additional one day for resolution will be provided.

Penalty: Deviation on the above commitment would attract penalty of Rs.100/- per day delay in resolution.

Penalty will be calculated on a quarterly basis and will be shared with the vendor. In case of non-compliance / satisfactory resolution of complaint within the timelines mentioned above penalty will be levied. The penalty thus calculated will be accumulated and will be deducted annually (every April end) based on consolidated data upto every March end from the PBG submitted by the winning bidder.

PART D**TERMS & CONDITIONS OF CONTRACT****D.1 Responsibility**

D.1.1 The LICHFL intends the contractor/vendor appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

D.1.2 The Vendor is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.

D.2 Rejection Criteria.

Besides other conditions and terms highlighted in the RFP document, bids may be rejected under following circumstances:

1. Bids received by the Company after the last date of receipt of bids prescribed.
2. Bidder not qualifying the Eligibility criteria mentioned in A.2
3. Any effort on the part of the bidder to influence the Company's bid evaluation, bid comparison or contract award decisions.
4. Bids without power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
5. Revelation of prices in any form or by any reason before opening of commercial bids.
6. Failure to furnish all information required by the RFP document or submission of a bid not substantially responsive to the RFP Document in every respect or submission of incorrect / misleading information.
7. Incomplete price bid or Financial bid.
8. Total lump sum price quoted by the bidder does not include all statutory taxes and levies applicable
9. Bidder not quoting for the applicable complete scope of work as indicated in the RFP document
10. Bidder hiding/misquoting any information in the documents submitted.

The EMD deposited will be forfeited if the bids submitted by the bidder are rejected due to any one or more of the rejection reasons mentioned above.

D.3 Payment

D.3.1 Company shall make payments only to the vendor at the times set out in the Payment Schedule subject always to the fulfillment by the vendor of the obligations herein. The vendor must accept the payment terms proposed by LICHFL. The financial bid submitted by the vendor must be in conformity with the payment terms proposed by LICHFL. Any deviation from the proposed payment terms would not be accepted. Payment Schedule:

- (a) 80% on delivery of the equipment at offices on submission of delivery challan by the vendor.
- (b) 20% after successful installation and on submission of Installation Report by the vendor.

D.4 Prices

D.4.1 Prices payable to the vendor as stated in the Contract shall be fixed at the time of finalization of the contract.

D.4.2 Escalation of Costs: The vendor shall in no circumstance be entitled to any escalation of costs or price of any material / items supplied or services mentioned under the contract.

D.5 . Contract Amendments

D.5.1 Subject to Scope of work, no variation in or modification of the terms of the contract shall be made except by written amendment signed by both the parties.

D.6 Assignment

D.6.1 The vendor shall not assign, in whole or in parts its obligations to perform under the Contract, except with the Company's prior written consent.

D.7 Delays in the vendor's Performance

D.7.1 If at any time during performance of the Contract the vendor should encounter conditions impeding timely delivery and performance of Services, the vendor shall promptly notify the Company 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 the Company shall evaluate the situation and may, at its discretion , extend the vendor time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

D.7.2 Except as provided under conditions of contract clause D.9, a delay by the vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages.

D.8 Liquidated Damages and Penalties.

- a. In case the vendor awarded the contract is unable to deliver the hardware, LIC HFL may levy penalties as stipulated hereinafter and/ or cancel the order and award it to any other vendor. Penalty amounting to 2% per month of the item cost will be levied per week of delay beyond 4 weeks of date of issue of purchase order (PO) or any part thereof subject to the total penalty not exceeding 10% of the item cost. The amount of penalty so calculated shall be deducted at the time of making any payment to the vendor. In the event of such cancellation of order, the vendor shall not be entitled to any compensation. Date of delivery will be date of last item delivered pertaining to a purchase order.
- b. In case the vendor awarded the contract is unable to install the hardware supplied within the period of 5 weeks. Penalty amounting to 2% per month of the item cost will be levied per week of delay beyond 4 weeks of date of issue of purchase order (PO) or any part thereof subject to the total penalty not exceeding 10% of the item cost.

- c. Deviation in resolution of issue beyond stipulated time would attract penalty of Rs.100/- per day delay in resolution.

D.9 Termination of Contract

1. Either party may terminate the contract without assigning any cause by giving 120 days written notice. Further, any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by both the parties during the period of termination notice and the same must be satisfied before this agreement is terminated.
2. The Contract in whole or part can be terminated at the option of the LIC HOUSING FINANCE LTD., if the LIC HOUSING FINANCE LTD. for any reason whatsoever does not require the whole or part of the job thereof as specified in the tender to be carried out and in the said event the LIC HOUSING FINANCE LTD. shall give notice of one month in writing of the fact with reason to the Tenderer / Bidder, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of termination of contract by the LIC HOUSING FINANCE LTD. and of any alterations having been made by the LIC HOUSING FINANCE LTD. in the original specification or the designs and instruction which shall involve any curtailment of the work contemplated.
3. The Company without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case he fails to honour his bid / contract without sufficient grounds or found guilty for breach of condition /s of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff or in case there are more than 3 penalties on Service Provider in any month.

D.10 Force Majeure

D.10.1 Notwithstanding the provisions of conditions of contract clause no. D.6, D.7 & D.8 the vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

D.10.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Company either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

D.10.3 If a Force Majeure situation arise the vendor shall promptly notify the Company in writing of such conditions and the cause thereof. Unless otherwise directed by the Company in writing, the vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

D.11 Termination for Default

D.11.1 The Company may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

If the vendor fails to deliver any or all of the deliverables mentioned in scope Part B or perform services and obligations within the period(s) specified in the Contract, or within any extension thereof granted by the Company pursuant to conditions of contract clause no.D.9.2

D.11.2 In the event the Company terminates the Contract in whole or in part, pursuant to the conditions of contract clause D.11.1 Company 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 the Company 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.

D.11.3 The Company will issue a notice 30 days in advance in case of Termination for Default.

D.12 Termination for Insolvency

D.12.1 The Company 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 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 the Company.

D.13 Termination for Convenience

D.13.1 The Company, by written notice sent to the vendor may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Company's convenience, the extent to which performance of the vendor under the Contract is terminated, and the date upon which such termination becomes effective.

D.13.2 The Company will issue a notice 90 days in advance in case of Termination for Convenience.

D.14 Settlement of Disputes/Arbitration

D.14.1 All disputes or differences of any kind, whatsoever, arising out of or in connection with this contract or in discharge of any obligation arising out of this Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), the Parties to this contract shall endeavor to settle such disputes and/or difference amicably. If both the parties fail to reach such amicable settlement, either party(the Company or the vendor) may within 30 days of such failure, give a written notice to the other party clearly setting out there in the specific dispute/s and/or difference/s, which require to be arbitrated upon. Such dispute/s and/or

difference/s shall be referred to a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the Request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed/made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.

D.14.2 Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

D.14.3 The arbitration shall be covered by the provision of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time.

D.14.4. In the event of the arbitrator or any of the arbitrators, as the case may be, dying or resigning or being unable to act by reason of physical disability or as the case may be, it shall be lawful for the appointing party of such arbitrator(s) to appoint another arbitrator in the place of the said arbitrator in the manner provided herein above.

D.14.5 The arbitrator or the arbitrators, appointed under this contract, shall have the power to extend the time to make the award with the consent of the Parties hereto.

D.14.6 Pending reference to arbitration and award thereon, the parties hereto shall make all endeavor to complete all the items of work, obligations etc. under this Contract in all respects and disputes/differences, if any, shall be finally settled in arbitration.

D.14.7 Upon every or any such reference to arbitration, as provided herein, the cost of the incidental to the reference and award respectively shall be at the discretion of the arbitrator or the arbitrators and the presiding arbitrator, as the case may be. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

D.14.8 In case, during the arbitration proceeding, the parties hereto mutually settle, compromise or compound their dispute/s or difference/s, the reference to the arbitrator and the appointment of the arbitrator or the arbitrators or the presiding arbitrator, as the case may be, shall stand withdrawn or terminated with effect from the date on which the parties hereto file a joint memorandum of settlement thereof with the arbitrator or the arbitrators and the presiding arbitrator, as the case may be.

D.14.9 The arbitrator/s or the presiding arbitrator, as the case may be, shall give detailed reasons in respect of each claim or counter claim, irrespective of the amount, while passing the award.

D.14.10 The decision of the arbitrator/s or the presiding arbitrator as the case may be shall be final and binding upon both parties.

D.15 Governing Language

D.15.1 The Contract shall be written in English or Hindi language Subject to condition of contract clause, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

D.16 Applicable Law

D.16.1 The Contract shall be interpreted in accordance with the Laws of India.

D.16.2 Governing laws / Jurisdiction all matters relating to this activity shall be governed by the laws of India. Courts at Mumbai shall have the jurisdiction to decide or adjudicate on any matter, which may arise.

D.17 Notices

D.17.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Fax and confirmed in writing to the other Party's address. For the purpose of all notices, the following shall be the address of the Company and vendor

Company: General Manager (IT)
LIC Housing Finance Ltd.
45/47, 2nd Floor, Bombay Life Building,
V.N. Road, Fort
Mumbai – 400001

Vendor: (To be filled in at time of Contract signature)

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D.17.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.

D.18 Taxes and Duties

D.18.1 Vendors shall be entirely responsible for all taxes, duties, license fees etc. incurred.

D.18.2 If there is any reduction in taxes/ duties due to any reason whatsoever, after Notification of Award, the

same shall be passed on to the Company.

D.19 Vendor Integrity and Vendor's Obligations

D.19.1 The vendor is responsible for and obliged to conduct all contracted activities in accordance with the contracts using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

D.19.2 The vendor is obliged to work closely with the Company's staff, act within its own authority and abide by directives issued by the Company.

D.19.3 The vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

D.19.4 The vendor will treat as confidential all data and information about the Company, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Company.

D.19.5 The vendor shall perform the activities/services and carry out its obligations under the contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The vendor shall always act, in respect of any matter relating to this Contract, as faithful advisor to the Company and shall, at all times, support and safeguard the Company's legitimate interests in any dealings with third parties.

D.19.6 The vendor is to abide by the job safety measures prevalent in India and will free the Company 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 the Company responsible or obligated.

D.20 Components of the Contract

D.20.1 The Contract will be based, on response to this RFP document, the Bidder(s) response to the questions in the RFP document; clarifying questions raised in writing by Company and the response in writing to those questions; clarifying questions raised in writing by the bidder(s) and the responses in writing to those questions.

If any of the terms and conditions under this Contract is held invalid, illegal or unenforceable, this will not affect the validity, legality or enforceability of the other terms and conditions under this Contract.

D.21 Scope of work/Contract

D.21.1 Scope of the Contract shall be as defined in PART B of this RFP document and any addenda, corrigendum and Annexes thereto of this RFP document.

D.22 Reporting Progress

D.22.1 Vendor shall monitor progress of all the activities related to the execution of this contract and shall submit to the Company, at no extra cost, progress reports with reference to all related work, milestone and their progress during the implementation phase on a weekly basis.

D.22.2 The Company reserves the right to inspect and monitor the progress/performance of the work/services at any time during the course of the Contract. At any time during the course of the Contract, the Company shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance of the vendor of its obligations/functions in accordance with the standards committed to or required by the Company.

D.23 Indemnification

The Bidder hereby covenants and agrees to indemnify and shall at all times keep indemnified the LIC HOUSING FINANCE LTD. against any loss or damage that the LIC HOUSING FINANCE LTD. may sustain as a result of the failure or neglect of the Bidders to faithfully carry out its obligations under this tender / agreement. The bidder shall pay for all losses, damages, costs, charges and expenses which the LIC HOUSING FINANCE LTD. may incur or suffer as a result of the failure or neglect of the Bidders to faithfully carry out its obligations under this tender / agreement and the bidder shall indemnify and keep indemnified the LIC HOUSING FINANCE LTD. in all respects.

Indemnity of breach: Subject to the Limitation of Liability below, bidder agrees and undertakes to indemnify LIC HFL against loss of data/ damage to data / any loss arising as a result of any negligence/ of bidder or arising out of any proven misuse of any or any disruption of services owing to breach of contract by the bidder.

D.24 Limitation of liability

Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum liability of vendor under this agreement for any claim under any purchase order regardless of the form of claim, damage and legal theory shall be restricted to 10% of the annual contract value of relevant purchase order.

D.25 Terms of Payment

- a) The contract price shall be paid in the manner specified in the bid document. No invoice for extra work/change order on account of change order will be submitted by the bidder unless the said extra work/change order has been authorized/ approved by the LIC HOUSING FINANCE LTD. in writing.
- b) Final Payment on the supplied goods and services shall be made after supply, physical acceptance, successful installation and commissioning of the goods and services (i.e. acceptance test" imply running of goods and services for 15 days) on the bills submitted duly authenticated by an authorized officer of the Company. Purchase/work Order will be issued by the LIC HOUSING FINANCE LTD. indicating therein the details of the goods & services and the delivery schedule.
- c) The bidder's request for payment shall be made to the LIC HOUSING FINANCE LTD. in writing, accompanied by invoices describing, as appropriate, the goods and Related Services performed and delivered, accompanied by the supporting documents.

- d) Payments shall be made promptly by the LIC HOUSING FINANCE LTD., no later than forty five (45) days after submission of an invoice or request for payment by the bidder, and the LIC HOUSING FINANCE LTD. has accepted it.
- e) If any excess payment has been made by the LIC HOUSING FINANCE LTD. due to difference in quoted price in proposal and bidder's invoice, the LIC HOUSING FINANCE LTD. may without prejudice to its rights recover such amounts by other means after notifying the bidder or deduct such excess payment from any payment subsequently falling due to the LIC HOUSING FINANCE LTD..
- f) Bidder has to ascertain that the Performance Bank Guarantee has been submitted before issue of any invoice. No payment will be processed if the PBG is not submitted.
- g) The currency in which payment shall be made to the supplier under this contract is Indian Rupees (INR).
- i. No payment separately towards taxes & duties etc. other than the quoted in the price schedule for each item of work shall be payable by the LIC HOUSING FINANCE LTD.
 - ii. It may be noted that all taxes, duties, levies, Inspectorate charges and other charges are to be included in the unit / total contract price and LIC HOUSING FINANCE LTD. is not liable to pay any taxes, duties, levies over and above the unit contract value. Also the bidder has to include all types of freight and insurance charges in the unit/total contract value and LIC HOUSING FINANCE LTD. is not liable to pay any charges towards insurance or freight.
 - iii. "Service Level Agreement" (SLA) shall mean the Service Level Agreement entered into between the LIC HOUSING FINANCE LTD. and the successful bidder.
 - iv. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of the Contract and the right to ownership and registration of these rights.

The work as detailed in this tender shall be executed and completed within the period stipulated in the Work Order that will be issued in accordance with the Tender documents. Technical Specifications, Bill of Quantities and Drawings are required to the satisfaction of LIC HOUSING FINANCE LTD. The work shall however be carried out and completed in phases for which start date and completion date shall be mutually discussed and agreed upon before the award of work order. The work shall not be considered as completed until LIC HOUSING FINANCE LTD. certifies in writing that the same has been completed.

D.26 SLA Signing

The successful bidder has to sign a SLA with the Company within 10 days of issuing the LOA for the provision and execution of services as per the tender terms.

D.27 Performance Bank Guarantee

The bidder needs to supply the Performance Bank Guarantee for an amount of 10% of the value of purchase order (inclusive of taxes), within 15 days of release of Purchase Order. The PBG will be applicable for the period of 5 years. The Performance Bank Guarantee shall be invoked if the bidder fails to complete the implementation within stipulated period and if the bidder fails to provide the uptime provided under SLA.

D.28 Other Terms

- a) The Bidder will not have any direct interaction with any third party agency on behalf of the Company.
- b) All communications to the employees or third party agencies would be through designated channels as directed to by the Company.
- c) The bidder shall not use or disclose any Confidential Information of the Company except as specifically contemplated herein. For purposes of this tender / contract "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

Part E
Reverse Auction**RFP for Purchase of Laptops**

The detailed procedure for Reverse Auction to be followed in the RFP for Purchase of Laptops is given below:

The response to the present tender will be submitted by way of submitting the Technical offer & Indicative Commercial offers in separate in sealed covers. The technical details with the relevant information/documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted by the Vendors. The Indicative commercial bids submitted by the vendors who are short listed in the technical bid evaluation process will be opened and those vendors will be invited to participate in the online Reverse Auction to be conducted by the company selected by the Company. Vendors who are short listed from Technical evaluation will be trained by the Reverse Auction Company for this purpose, and they will have to abide by the E-business rules framed by the Company in consultation with Reverse Auction Service provider. The e-business rules are furnished hereunder in this document. Further, please note that the vendor(s) who do not qualify in the technical bid processes will not be considered for participation in Reverse Auction.

BUSINESS RULES FOR REVERSE AUCTION

APPLICABILITY: Reverse Auctions are carried out under the framework of rules that are called Business Rules. All vendors participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the LIC HFL in the prescribed format **Annexure IV**. Any vendor not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

ELIGIBILITY: Only vendors who are technically qualified and who submit the prescribed undertaking to the LIC HFL alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

COMPLIANCE/CONFIRMATION FROM VENDORS: The vendors participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP:

- Acceptance of Business Rules for Reverse Auction and undertaking as per format in **Annexure IV**.
- Agreement between service provider and vendor. (This format will be given by the service provider prior to announcement of Reverse Auction.)
- Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in **Annexure V**

TRAINING:

- LIC HFL will facilitate training for participation in Reverse Auction either through the service provider for the Reverse Auction.
- Where necessary, the LIC HFL/service provider may also conduct a “mock reverse auction” to familiarize the vendors with Reverse Auction process.
- Any vendor/bidder not participating in training and/or “mock reverse auction” shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

TOTAL COST OF OWNERSHIP (TCO): TCO refers to the aggregate amounts payable by the Company for transfer of ownership. TCO shall encompass but not be limited to the Cost of the equipment/product or services, License fee, Annual Maintenance Charges and Taxes as applicable for the period as specified in the RFP.

TCO, however, shall not include variables of Octroi and entry tax. These shall be paid as per actual and on

production of receipts. However, no penalties respecting Octroi or entry tax shall be paid by the LICHFL and the vendor shall bear such expenses.

- The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.
- The Company shall Endeavour to fix such Date/Time at mutual convenience to the vendor/s, service provider and the Company.
- No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the LICHFL might result in any avoidable delay to either the Reverse Auction or the whole process of selection of vendor.

DATE/TIME OF REVERSE AUCTION: The Date and Time of commencement of Reverse Auction as also Duration of “Reverse Auction Time” shall be communicated at least 3 working Days prior to such auction Date. Any force majeure or other condition leading to postponement of auction shall entitle LICHFL to postponement of auction even after communication, but, the Company shall be obliged to communicate to all participating vendors the „postponement“ prior to commencement of such “Reverse Auction”.

CONDUCT OF REVERSE AUCTION: The Reverse Auction shall be conducted on a specific web portal meant for this purpose. The Reverse Auction may be conducted by LICHFL itself or through a service provider specifically identified/appointed/empanelled by the LICHFL.

SERVICE PROVIDER’S ROLE & RESPONSIBILITIES: In all Reverse Auctions conducted by the company through a Service Provider, the Company shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction. For creating necessary obligations and rights, the service provider will also enter into an agreement with each vendor as per a format designed by him for this purpose. The Company shall resolve any points/issues concerning such agreement of vendor and service provider. While a Service Level Agreement (SLA) by the Company with the service provider is an arrangement for smooth and fair conduct of the Reverse Auction, the Company shall be directly responsible to vendors for fair and transparent conduct of Reverse Auction. The service provider at the end of each Reverse Auction shall provide the company with all details of the bids and reports of reverse auction. The service provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.

TRAINING AND AUCTION:

Service provider / auctioneer is responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.

- Each vendor / bidder shall participate in the training at his / their own cost.
- Wherever it is considered necessary and asked by the bidders or as decided by the auctioneer or by Company a mock auction may also be conducted for the benefit of all concerned.
- Authorized representatives of the bidders named in the authorization letter given by the vendor (Annexure IV) shall be given unique user name, password by the service provider / auctioneer.
- Each bidder shall change the password and edit the information in the registration page after receipt of initial password.
- All the bids made from the log-in ID given to bidder shall ipso-facto be considered bid made by the vendor / bidder to whom log-in ID and password were assigned by the service provider / auctioneer.
- Any bid once made through registered log-in ID / password by the vendor / bidder cannot be cancelled. The bidder, in other words, is bound to sell the “Offering” as per the RFP at the bid price of TCO.
- Every successive bid by the bidder / vendor being detrimental bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.

- The Company shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different vendors. In other words, there shall never be a "Tie" in bids.

PROXY BID:

A proxy bid is one where vendor can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

When proxy bid amount is reached, the vendor has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.

Since it is an English auction with no ties, two vendors submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

During training, the issue of proxy bidding will be clarified in detail by the service provider.

TRANSPARENCY IN BIDS: All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

MASKING OF NAMES: Names of bidders/ vendors shall be anonymously masked in the Reverse Auction process and vendors will be given suitable dummy names. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Company with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

START PRICE: LICHFL shall determine the start price either on its own or through asking for information of price band on TCO from each vendor at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by vendors, Company would determine the start price for reverse auction.

DECREMENTAL BID VALUE The vendors shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.150/- or 0.25% of the Start price of the Reverse Auction, whichever is higher. The bid decrement value shall be rounded off to the nearest thousands of rupees. For the sake of convenience of vendors, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of vendors to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level.)

COPY OF BUSINESS RULES The Company shall supply copy of the Business rules to any vendors / bidders, wishing to participate in the reverse auction. Such request shall be made in writing to the Company by an authorized representative of the vendor.

- The Company shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Company.
- For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Company for the reference of reverse auction process will alone be considered final and binding.

SPLITTING OF ORDERS: The Company shall also be entitled to award the contract to L2, L3 or L4 etc. bidders in the event of L1 bidder backing out to honour the commitment, or for that matter not in a position to supply the offering as per RFP.

REVERSE AUCTION PROCESS: In order to reduce the time involved in the procurement process, Company shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Company shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP. The Company shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Company. The successful vendor shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

EXPENDITURE ON REVERSE AUCTION: All expenses of reverse auction shall be borne by LICHFL. Vendors, however, shall attend the training or mock auction at their own cost.

CHANGES IN BUSINESS RULES: Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a Committee of senior / top executives of the Company.

- Any / all changes made in Business Rules shall be uploaded in the Website immediately.
- If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each vendor/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Company.

DON'TS APPLICABLE TO THE BIDDER/VENDOR:

- No vendor shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Company shall disqualify the vendor / bidders concerned from the reverse auction process.
- Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Company to any other third party without specific permission in writing from the Company.
- Neither Company nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Company shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

ERRORS AND OMISSIONS: On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Company shall be final and binding on all concerned.

Submission of BID

General Manager (IT),
LIC Housing Finance Ltd.
45/47, 2nd Floor, Bombay Life Building,
V.N. Road, Fort,
Mumbai – 400001

Dear Sir,

Sub: Request for Proposal (RFP) for Purchase of Laptops

We have examined the RFP and subsequent pre-bid clarifications/ modifications / revisions furnished by LIC HFL and we offer to supply, install, commission, and maintain the hardware and software as per the terms and conditions of this RFP. We shall participate in online reverse auction to be conducted on the date advised to us.

While submitting this bid, we certify that:

- (a) Prices submitted by us have been arrived at without agreement with any other bidder of this RFP for the purpose of restricting competition.
- (b) The prices submitted by us have not been disclosed and will not be disclosed to any other bidder responding to this RFP.
- (c) We have not induced or attempted to induce any other bidder to submit or not to submit a bid for restricting competition.
- (d) We agree that the rates/ quotes, terms and conditions furnished in this tender will be applicable to LIC HFL.
- (e) The rate quoted in the commercial bid for hardware and software are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by LIC HFL in writing, without any exception.

If our offer is accepted, we undertake to complete the delivery, installation, and commissioning & operationalize the equipment as per the terms and conditions of the RFP. We agree to abide by this offer as defined in this RFP from the date of submission of the bid, and our offer would remain binding upon us and may be accepted by LIC HFL any time before the expiry of the validity period.

Until a formal contract is prepared and executed, this offer, together with LIC HFL's written acceptance thereof and LIC HFL's notification of award would constitute a binding contract between us. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, LIC will have the right to disqualify us from the bid.

We undertake to comply with the terms and conditions of the RFP.

We understand that LIC HFL may reject any or all of the offers without assigning any reason whatsoever.

Yours faithfully,
Authorized Signatory
Name:
Designation:
Date:
Place:
Seal of the company

Information about the Bidder

No.	Information	Particulars/Response		
1	Company Name			
2.	Date of Incorporation/Nature (Pvt/PUB/PSU/Govt.)			
3.	Company Head Office / Registered Office and Addresses Contact Person(s) Phone Fax E-mail Web-site			
4.	Name, designation and contact details of the person authorized to make commitments to the Corporation.			
6.	Please mention audited annual turnover for the last three years. (2016-17, 2017-18, 2018-19)	Year	Turnover	Profit/Loss
7.	Technical Professional Strength(under permanent employment with the Organization)			
8.	Whether the Firm/Company has widely accepted certifications. If yes, provide details			
9	Provide details of prior relevant experience of two projects Details : Name of the Client: Name of the Implementer : Products /System Implemented. Brief details about the requirement: Implementation completed (Yes/No) :			

Bidder:

Authorized Signatory:

Name and Address:

Date:

Details of Litigation(s)

(A) Details of litigation(s) the Bidder is currently involved in, or has been involved in for the last three years:

1. Party in dispute with :
2. Year of initiation of dispute:
3. Detailed description of dispute:
4. Resolution / Arrangement arrived at (if concluded) :

(B) Blacklisted by any Govt./PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance in the last three years.

Witness:

Signature:

Name and Address:

Date:

Bidder:

Authorized Signatory:

Name and Address:

Date:

COMPLIANCE STATEMENT

Date:

(To be submitted by all the vendors participating in Reverse Auction)

To:

General Manager (IT),

LIC Housing Finance Ltd.

45/47, 2nd Floor, Bombay Life Building,

V.N. Road, Fort, Mumbai – 400001.

DECLARATION

We _____ (name of the vendor/bidder) hereby confirm having submitted our bid for participating in LICHFL's RFP dated _____ for procurement of _____.

We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process. We hereby undertake and agree to abide by all the terms and conditions stipulated by LIC Housing Finance Limited in the RFP document including all annexures and the Business Rules for Reverse Auction.

We shall participate in the on-line auction conducted by _____ Ltd. (Auction Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.

We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the company may debar us from participating in future tenders.

We confirm having nominated Mr. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction. We undertake to submit the confirmation of last bid price by us to the auction company/LICHFL within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Authorized Signature with company seal

Name and Title of Signatory:

Name of the Company / Organization –

Address:

Letter of Authority for participation in Reverse Auction

Date:

To:
General Manager (IT),
LIC Housing Finance Ltd.
45/47, 2nd Floor, Bombay Life Building,
V.N. Road, Fort, Mumbai – 400001.

We _____ (name of the company) have submitted our bid for participating in Company's RFP dated _____ for procurement of _____.

We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.

As per the terms of RFP and Business rules, we nominate Mr. _____, designated as _____ of our company to participate in the Reverse Auction.

We accordingly authorize LIC Housing Finance Limited and / or the Auction Company to issue user ID and password to the above named official of the company.

Both LICHFL and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction. The contact details are as below:

Email: -

Mobile:-

We, hereby confirm that we will honour the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that LIC Housing Finance Limited may debar us from participating in future tenders for any such failure on our part.

Authorized Signature with company seal

Name and Title of Signatory:

Name of the Company / Organization –

Address:

Price Bids for Purchase of Hardware

S. No.	Hardware/ Peripheral	Mention Make and Model	Unit Cost	Qty.	Total	GST	Total Price
1	Laptop			19			

Separate sheet with full specification of the Laptop quoted for should be provided.

I/We hereby declare that the taxes mentioned/charged in the annexure are as per the tax laws applicable in India.

Authorized Signature:

Name and Title of Signatory:

Name and Address of Firm/Company:

(With Company Seal)

The Successful bidder for the Laptop will be the lowest bidder for each item.

Laptop Specifications - Please ensure to quote Make & Model

Enter Make:			Enter Model:		
Details	Configuration	Whether complied (Yes/ No) (A)	If Yes in column A, whether specs details available in data sheet/ brochure (B)	If NO in Column A, whether specs are equivalent/ higher and evidence of same is provided in form of brochures/ document, if so mention the evidence & relevant page no. of the document. (C)	
				Document	Page No
CPU	7th Generation Intel® Core™ i5-7200U Processor (3M Cache, up to 3.1 GHz) or higher				
Chipset	Integrated with the Processor				
Display	14-inch HD (1920x1080) Anti-Glare LED-Backlit Display				
Memory	8 GB Dual Channel DDR4 2400MHz (8GBx1) or (4GBx2); 2 slots supporting up to 16 GB				
Graphics	Intel® HD Graphics				
Hard disk	500GB 5400 rpm Hard Drive or higher				
Optical Drive	Tray load DVD RW Drive (Reads and Writes to DVD/CD)				
Wireless connectivity	802.11ac + Bluetooth 4.1, dual Band 2.4&5Ghz, 1x1				
Key Board	Standard Backlit/waterproof keyboard				
Ports	VGA & HDMI out, RJ-45, power, headphone/microphone combo jack, (2) USB 3.0, (1) USB 2.0				
Multimedia	Integrated stereo speakers (2W x 2), HD audio enhanced with Integrated 720p HD camera with microphones				
Network Facility	10/100/1000 Ethernet				
Operating system	Windows 10 Pro 64 Bit				
Security	Physical security – Kensington Cable chassis security slot, TPM 2.0 (software or hardware), Fingerprint reader				
Carry Case	Professional Carry Case				
Expansion Slot	SD Card Reader (SD, SDHC, SDXC)				
Power Adapter	45 Watt Adapter				
Battery Options	40 WHr, 4-Cell Battery				
Certification	ENERGY STAR® 6.1 certified, EPEAT Silver certification & ErP Lot 3, Lot 6 & UL/FCC Certified				
Warranty	5 Yrs. Onsite Warranty with labor and spare				

GENERAL NOTES:

(a) The successful bidder must furnish a list of all the license numbers of the pre-loaded OS supplied by the vendor, along with a CoA (Certificate of Authority) from Microsoft for the same. This must be submitted along with the invoices.

(b) Hard disks must be one of the following makes:

(i) Seagate (ii) Quantum (iii) Samsung (iv) Western Digital (v) Hitachi (vi) TEAC

(c) All Laptops should support 64-bit Windows 10 professional OS.

Warranty includes Installation/ Re-installation of Operating system, Installation of MS OFFICE, Antivirus, Adobe Acrobat Reader. Configuring Microsoft Outlook. Taking back up of the old system data and transferring the same to the new system being installed.

ANNEXURE - XII

MANUFACTURER'S/PRODUCER'S AUTHORIZATION FORM

No. _____

Date:

To:

Dear Sir:

Ref: RFP No.: LICHFL/CO/IT/2019-20/RFP002 DATED June 4, 2019

We _____ who are established and reputable manufacturers / producers of _____ having factories / development facilities at _____ (*address of factory / facility*) do hereby authorize M/s _____ (*Name and address of Agent*) to submit a Bid, and sign the contract with you against the above Bid Invitation.

2. We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor:

- (a) Such Products as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and
- (b) In the event of termination of production of such Products:
 - (a) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - (i) Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

4. We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacture / Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Document Submission Checklist

1. Eligibility Criteria

S. No	Pre-Qualification Criteria	Required Details	Submitted(Yes/No)
1	Average of Turnover of the bidder should be Rs. 10Cr each year for the last 3 years (2016-17, 2017-18, 2018-19)	Audited Balance Sheet	
2	The bidder and its subsidiary should be a registered company as per Companies Act, 1956, in operation continuously for the last 5 years. Copy of registration certificate should be enclosed in support of the above.	Attach Registration No. MOA and Articles of Associations	
3	The Bidder should have minimum 5 years of experience in the area of IT Facility Management Service and maintaining IT equipment's with similar organizations etc. With same magnitude and complexity of work. The bidder should have experience in working with Laptops and Server Operating Systems.	Copies of Work Orders/relevant document as proof, Completion Certificate for relevant submitted order/Purchase order.	
4	The bidder shall have relevant Quality Certification of ISO 9001 for Computer Systems.	Copies of Work Order/certifications.	
5	The bidder should meet all statutory compliances for manpower deployment and service support.	Proof for Salary slips, PF, ESIC, Bonus, etc to be submitted confirming the compliance	
6	The bidder should have relevant certification for payment of GST.	Copies of the Certification to be submitted	
7	The Bidder/OEM should have a fully operational NOC where LIC HFL can log a call through e-mail/telephone. All these modes for call logging should be available.	Copy of the details of NOC.	
8.	The Bidder should have support offices spread all over India.	List of offices required.	
9.	The bidder should have partnership with the OEM and OEM should be supporting for bidding in this tender.	Letter from OEM as per ANNEXURE - X	
10.	The Specifications/Data Sheet should be available publically on OEM's website.	Printed copy of the web page containing Specifications/Data Sheet	
11.	Earnest money Deposit	Demand Draft/bank Guarantee	

2. Annexures

S. No.	Documents to be submitted	Submitted (Yes/ No)
1	Letter of Submission (Annexure I)	
2	Information about the Bidder (Annexure II)	
3	Letter from Chief Executive Certifying Companies should not have been declared ineligible/blacklisted by any State or Central Government or PSU. Details of Litigations – (Annexure – III)	
4	Annexure IV COMPLIANCE STATEMENT (To be submitted by all the vendors participating in Reverse Auction)	
5	Annexure V: Letter of Authority for participation in Reverse Auction	
6	Price Bid in Specified Format (Annexure VI)	
7	Specification Details (ANNEXURE – VII)	