

Ref: LICHFL/CO/IT/2018-19/RFP-005

RFP for Renewal of License for EMC Networker Backup Software



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: March 5, 2019)

Last Date for submission- March 14, 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	March 05, 2019
2	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
	Last date for submission of Queries	March 09, 2019
	Reply to queries	March 11, 2019
3.	Bid Submission	BIDS TO BE SUBMITTED IN ENVELOPE MARKED AS : <u>Envelope</u> : “BID for Renewal of License for EMC Networker Backup Software”.
	Last date & time of submission	March 14, 2019
5.	Bid opening date, time and venue	March 15, 2019 at 11 am
6.	Reverse Auction	March 19, 2019 at 11 am
6.	Bid Validity Period	Bid must be valid for 180 days from the date of opening of the Bids.
7.	Contact Details	Email ID: bids@lichousing.com
<p><u>The Schedule is subject to change. Notice in writing of any changes will be provided wherever feasible.</u></p>		

To,

Dear Sir/Madam,

Re: Renewal of License for EMC Networker Backup Software

Offers are invited Renewal of License for EMC Networker Backup Software. The items and their specifications are as detailed in the **Annexures V**.

All the Annexures and supporting documents should be duly signed with Company seal and should be submitted on or before date required.

Those who do not submit these documents (completed in all respects) in time shall be disqualified from this bidding process.

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.
Registered Office,
45/47, Bombay Life Building,
Veer Nariman Road,
Fort, Mumbai– 400 001

Email id: bids@lichousing.com.

Yours faithfully,

General Manager (IT)
LIC Housing Finance Ltd.

INSTRUCTIONS TO BIDDERS

1. Name of work: Renewal of License for EMC Networker Backup Software
2. Please read the Conditions governing the Quotations and all the Annexure carefully.
3. LIC HFL reserves the right to increase/ decrease the quantities of the items to be covered under AMC.
4. Vendors should submit quotations only after carefully examining the documents/ conditions/ schedule of work.
5. All prices should be quoted net of all discounts and exclusive of all taxes which will be on actuals as applicable.
6. Canvassing in connection with quotations is strictly prohibited and quotations submitted by vendors who resort to canvassing are liable to be rejected.
7. No price escalation, adjustment or any other escalation will be payable.
8. The order will be placed with L1 vendor. 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.
9. LIC HFL reserves the right to accept / reject any bid without assigning any reason.
10. 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.

Eligibility Criteria

S.No	Pre-Qualification Criteria	Required Details
1	Average of Turnover of the bidder should be Rs.25 Cr. each year for the last 3 years (2015-16, 2016-2017,2017-18)	Audited Balance Sheet
2	The bidder and its child 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 Network equipment's with similar organizations etc. With same magnitude and complexity of work	Copies of Work Orders/relevant document as proof, Completion Certificate for relevant submitted order/Purchase order.
4	The bidder should meet all statutory compliances for manpower deployment and service support.	Self-Declaration letter
5	The bidder should have relevant certification for payment of GST.	Details as per Annexure IV
6	The bidder should have partnership with the OEM.	Certificate of Partnership with OEM / Letter from OEM.
7	The bidder 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.

Bid Security

1. A Demand Draft / Pay Order/Bank Guarantee of Rs.50,000 (Rupees One Lacs Fifty 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.

Terms & Conditions:

1. **Payment Terms:** 100% advance on receipt of invoice, confirmation for license from OEM and 10% Bank guarantee.
2. **Renewal Period:** The contract will be for a period of 5 year from **01-April-2019 to 31-March-2024**.
3. The Annual Maintenance Contract will comprise of Enhanced Software Support from EMC directly via web/telephone/email on 24 X 7 X365 basis.
4. In case of any issue in backup LICHFL will raise a call with the system vendor who in turn will coordinate with EMC and get that resolved within the timeline of SLA mentioned. Resolution of the issue will be the responsibility of the SI and penalty will be deducted from the bank guarantee in case of failure to provide timely resolution.

Severity Level*	Response time In Hours	Support Model
Severity Level 1	1	7X24 Basis
Severity Level 2	3	7X24 Basis
Severity Level 3	4	Local Business Hours
Severity Level 4	10	Local Business Hours

5. Vendor shall provide web/telephone/email/onsite support pertaining to the severity of the issue.
6. Vendor shall provide support for installation and configuration as requirement of LICHFL.
7. Vendor shall provide support for upgradation to the latest version as per EMC advisory.
8. In case of Backup Server crash/hardware issue vendor shall reinstall the software and reconfigure the clients as available before on the new hardware provided by LICHFL (OS installation will be taken care by LICHFL).
9. Vendor will have to conduct half yearly preventive maintenance to ensure that the backup server operates without defect. Failure to submit the report will be considered as deficiency of service and penalty at the rate of 500/week will be deducted from the bank guarantee. The maximum cap for the deception of penalty will be 10% of PO value. The scope of the PM will include upgrades, updates and patches applied as per recommendation of EMC received from time to time.
10. Vendor will have to support in case of any issues faced during backup restoration.
11. In case of any issue in backup LICHFL will raise a call with the system vendor who in turn will coordinate with EMC and get that resolved within the timeline of EMC SLA.

12. Upgradation to Disk based backup solution with 6TB backup capacity.

13. Taxes:

- a) Taxes (GST) if applicable to be included in the cost.
- b) The quotation should clearly mention the basic price, Tax Applicable and Total Price per unit. Octroi as applicable will be reimbursed.
- c) Vendors shall be entirely responsible for all taxes, duties, license fees etc. incurred.
- d) 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.

14. **Penalty Charge:** Penalty will be deducted at the final payment. The Penalty for any downtime due to deficiency in support will be charged as under:

S No	Uptime computed on Quarterly basis	Penalty as a percentage of Total AMC Cost computed on quarterly basis
1	98% to 99%	0.50%
2	97% to 98%	1.00%
3	95% to 97 %	2.00%
4	90% to 95 %	5.00%
5	< 90 %	10.00%

The maximum cap for the deception of penalty will be 10% of PO value

15. Force Majeure Condition:

- 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 LICHFL in writing which should be duly acknowledged by LICHFL, of such conditions and the cause thereof within two calendar days and prove that such situation is beyond the control and affect the implementation of the agreement.
- c) Unless otherwise directed by LICHFL 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.
- d) Notwithstanding the above, the decision of LIC HFL shall be final and binding on the Vendor.

16. Settlement of Disputes/Arbitration

- a) 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, 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.
- b) 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.
 - c) 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) 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.
 - e) 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.
 - f) 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.
 - g) 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.
 - h) 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.

- i) 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.
- j) The decision of the arbitrator/s or the presiding arbitrator as the case may be shall be final and binding upon both parties.

Note:

1. Prices should be quoted in Indian Rupees only with no conditions attached like Rs-\$ exchange rate, OEM policy, inflation factor.
2. The Competent authority reserves the right to accept or reject any quotations without assigning any reasons.
3. The decision of the competent authority will be final and binding.
4. Any tenders which are incomplete or not as per the prescribed format i.e. Annexure-C will be summarily rejected.

Reverse Auction

RFP for Renewal of License for EMC Networker Backup Software - The detailed procedure for Reverse Auction to be followed in the RFP for Renewal of License for EMC Networker Backup Software 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 LICHFL in the prescribed format **Annexure III**. 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 LICHFL 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 II**.
- 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 III**

TRAINING:

- LICHFL will facilitate training for participation in Reverse Auction either through the service provider for the Reverse Auction.
- Where necessary, the LICHFL/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 7 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.

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 III) 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.4,500/- 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.

Annexure-I: 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: RFP for renewal of EMC Networker Backup software

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 read together with our deviations. 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 undertake the services 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

Annexure II**COMPLIANCE STATEMENT
(To be submitted by all the vendors participating 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.

DECLARATION

We _____ (name of the vendor/bidder) hereby confirm having submitted our bid for participating in LIC Housing Finance Ltd'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 honour 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:

Annexure III**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 Tender dated _____ for procurement of _____.

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

As per the terms of Quotation 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 LIC HFL and E PROCUREMENT TECHNOLOGIES LIMITED 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. 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:

Annexure IV – GST Details

Sr. No.	Particular	
1	Legal Name of Vendor	
2	Trade Name of Vendor	
3	Status of vendor under GST	
4	Constitution of vendor	
5	GSTIN of vendor	
6	Address of the vendor along with state name and state code	
7	HSN or SAC	
8	Taxable value of goods or service (After taking into account discount or abatement, if any)	
9	Rate of tax (CGST, SGST, UTGST or IGST) or cess	
10	Amount of tax charged in respect of taxable goods (CGST, SGST, UTGST or IGST) or cess	
11	Whether the tax is payable by recipient under reverse charge	
12	Eligibility	

ANNEXURE – V: Commercial Quote for renewal of EMC Networker Backup software

License Description	Qty	Enabler Code	Renewal Period	Product Support & Software update	Price
EMC DATA PROTECTION SUITE FOR BACKUP	6TB	Networker for Windows/Linux, Network Edition (10 client(s) per server)/1 server At IDC – 2923ab-e6d56d-d30473 At DR- d75159-902317-4de59d	01-Apr-19 to 31-Mar-24	Yes/No	
BACKUP AND RECOVERY MANAGER - NETWORKER				Yes/No	
PREMIUM SOFTWARE SUPPORT				Yes/No	
NW FAMILY OF CAPACITY LICENSES				Yes/No	
NW SOURCE CAP 1TB ENTITLEMENT TIER 1=CA 5				Yes/No	
PREMIUM SOFTWARE SUPPORT				Yes/No	
Capacity conversion asper affidavit				Yes/No	
Grand Total					
GST					
TCO					

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)

Note: LIC HFL reserves the right to negotiate the AMC prices after the completion.

Checklist

S.No	Documents that will form a part of Bid for Technical Evaluation	Submitted(Yes/No)
1	Annexure-I: Submission of BID	
2	Audited Balance Sheet Average of Turnover of the bidder should be Rs.25 Cr. each year for the last 3 years (2015-16, 2016-2017, 2017-18)	
3	Submit Certificate of registration The bidder and its child 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.	
4	Copies of P.O/ Certificate for Service The Bidder should have minimum 5 years of experience in the area of IT Facility Management Service and maintaining Network equipment's with similar organizations etc. With same magnitude and complexity of work.	
5	Self-Declaration required The bidder should meet all statutory compliances for manpower deployment and service support.	
6	The bidder should have relevant certification for payment of GST.	
7	Proof of Level of Partnership required The bidder should have partnership with the OEM Letter from OEM regarding support.	
8	Details of NOC present in India The bidder should have a fully operational NOC where LICHFL can log a call through e-mail/telephone. All these modes for call logging should be available.	
9	Earnest money deposit (Demand Draft/Bank Guarantee for Rs.50,000)	
10	Annexure V : Commercial Quotes for renewal of EMC Networker Backup software To be submitted in a separate closed envelope along with the bid	