

Ref: LICHFL/CO/IT/2018-19/RFP-007

**RFP for Renewal of Annual Technical
Support (ATS) for Oracle License and Web
Logic License**



**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 12, 2019)

Last Date for submission- March 18, 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 12, 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 14, 2019 |
| | Reply to queries | March 14, 2019 |
| 3. | Bid Submission | BIDS TO BE SUBMITTED IN ENVELOPE MARKED AS : <u>Envelope</u> : “BID for Renewal of Annual Technical Support (ATS) for Oracle License”. |
| | Last date & time of submission | March 18, 2019 |
| 5. | Bid opening date, time and venue | March 19, 2019 at 11 am |
| 6. | Reverse Auction | March 22, 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> | | |



PART A INVITATION OF BID

To,

Dear Sir/Madam,

Re: Renewal of Annual Technical Support (ATS) for Oracle License

Offers are invited Renewal of Annual Technical Support (ATS) for Oracle License. The items and their specifications are as detailed in the **ANNEXURE A.4**.

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 Annual Technical Support (ATS) for Oracle License
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. | Eligibility Criteria | Documents to be Submitted |
|-------|--|---|
| 1. | The bidder must be an Indian firm/ organization registered under Indian Companies Act. | Copy of Certificate of Incorporation issued by Registrar of Companies |
| 2. | The bidder should have a minimum average Annual turnover of Rs.20 Crores for last 3 audited Financial Years (2015-2016, 2016-2017,2017-2018) in relevant services. (For MSE entities as per MSE Guidelines) | Copy of the audit Annual Reports and /or certificate of the Chartered Accountant. |
| 3. | The bidder should not be currently blacklisted by any Central/State Govt. dept. /Public Sector Unit. | Certificate from the Chief Executive / Authorized Officer of Company. |
| 4. | The vendor/bidder must be partner of OEM (Original Equipment Manufacturer). | Certificate from the OEM. (MAF) |

Bid Security

1. A Demand Draft / Pay Order/Bank Guarantee of Rs.4,00,000 (Rupees Four Lacs 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 Overview and Scope of Work

B.1 Objective: Renewal of Annual Technical Support (ATS) for Oracle License used for our Core Application.

B.2 Details for Comprehensive Annual Maintenance Contract

1. **Renewal Period:** The contract will be for a period of 1 year from 01-Apr-2019 to 31-Mar-2020 for licenses with CSI No. 15793763, 16024187 and 18525064 and 19545530.
2. **Standard Support:** To be provided by Oracle India which includes product support, free updates, email, telephonic and web based support.
 - a. Software Update : for any updates, patches or releases of existing database version.
 - b. Product Support : for online support in case of any database related issues.

B.3 Full License Details with Usage

| License Details | S.No. | Description | Qty. | License Type | Remarks |
|---|-------|---|------|----------------------|-------------------------------------|
| CSI No. 16024187 8 core Open License | 1 | Diagnostics Pack - Processor Perpetual | 8 | FULL USE | Performance monitoring |
| | 2 | Tuning Pack - Processor Perpetual | 8 | FULL USE | Performance Tuning |
| | 3 | Real Application Clusters - Processor Perpetual | 8 | FULL USE | Required for running Oracle Cluster |
| | 4 | Partitioning - Processor Perpetual | 8 | FULL USE | Required for Partitioning tables. |
| | 5 | Oracle Database Enterprise Edition - Processor Perpetual | 8 | FULL USE | Database Server License |
| CSI No. 18525064 8 core Open License | 1 | Real Application Clusters - Processor Perpetual | 8 | FULL USE | Required for running Oracle Cluster |
| | 2 | Oracle Database Enterprise Edition - Processor Perpetual | 8 | FULL USE | Database Server License |
| CSI No. 15793763 16 core ASFU (Application Specific) | 1 | Diagnostics Pack Processor Perpetual | 16 | Application Specific | Performance monitoring |
| | 2 | Internet Application Server Enterprise Edition Processor Perpetual* | 10 | Application Specific | Oracle AS for Orion |
| | 3 | Oracle database Enterprise Edition Processor Perpetual | 16 | Application Specific | Database Server License |
| | 4 | Partitioning Processor Perpetual | 16 | Application Specific | Required for Partitioning tables. |
| | 5 | Real Application Clusters-Processor Perpetual | 16 | Application Specific | Required for running Oracle Cluster |
| | 6 | Tuning Pack Processor Perpetual | 16 | Application Specific | Performance Tuning |
| CSI No. 19545530 8 core Open License | 1 | Oracle database Enterprise Edition Processor Perpetual | 8 | FULL USE | Database Server License |
| CSI No. 19545530 12 WebLogic Server License | | Web Server Enterprise Edition - Processor Perpetual | 12 | FULL USE | WebLogic Server License |

B.4. As per the guidelines, there is a need to switch the DR and DC site for a day every six months. The vendor has to provide onsite support during that period for the implementation for the same. A call for the same will be logged by LIC HFL one week prior to the activity.

PART C

INSTRUCTIONS TO BIDDERS (ITB)

C.1 Cost of Bidding

C.1.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and Company will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

C.1.2 The Company is not liable for any cost incurred by bidder in replying to this RFP, presentations etc, regardless of the conduct or outcome of the bidding process.

C.2 Content of Bidding Document

C.2.1 The bidding document provides overview of the requirements, bidding procedures and terms & conditions. It includes Introduction, Instruction to Bidders (ITB), Scope of Work and terms & conditions.

C.2.2 The Bidder is expected to examine all instructions, statements, Forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of his bid.

C.2.3 While the Company has made considerable effort to ensure that accurate information is contained in this document, the information contained in this RFP is supplied solely as a guideline for Bidders.

C.2.4 Confidentiality: The contents of this document and the supporting documentation are confidential to Company and are provided solely for the purpose of response to the RFP.

C.2.5 Address for Correspondence: The bidder shall designate the official mailing address, email address, place and fax number to which all correspondence shall be sent by the Company.

C.3. Clarification of Bidding Documents

C.3.1 Bidder requiring any clarification of the bidding documents may notify the Company in writing or by mail. The Company will respond to any request for clarification of the bidding documents which it receives as per the dates mentioned in Schedule A3. Written copies of the

Company's response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all bidders, which have received the bidding documents.

C.3.2 Any questions concerning this RFP must be submitted in writing on or before 14-Mar-2019 to:

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

C.3.3 No requests for clarification will be accepted by telephone.

C.3.4 If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this document, the Bidder should immediately notify the above official of such error and request modification or clarification of the RFP document.

C.4. Amendment of Bidding Documents

C.4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective participant bidder, modify the bidding document by amendment.

C.4.2 All the bidders in this bidding process will be notified of the amendment in writing or by email and will be binding on them.

C.4.3 In order to allow the participant bidders reasonable time in which to take the amendment into account in preparing their bids, the Company, at its discretion, may extend the deadline for the submission of bids.

C.4.4 Company may at any time during the bidding process request the bidder to submit revised Commercial Bids and /or Supplementary commercial bids or some additional documents/submissions without thereby incurring any liability to the affected bidder or bidders.

C.4.5 Please note that prices should not be indicated in the Technical Bid and should only be

indicated in the Commercial Bid. However a blank Commercial Bid, i.e., the commercial bid without prices should necessarily be included with the Technical Bid. This would provide idea about the components for which the commercials are quoted.

C.5. Marking & Sealing of Bidding Documents

C.5.1 The covers containing the Technical Bid and Commercial bid should be marked appropriately with the RFP subject , reference number , due date.

C.5.2 The cover should indicate clearly the name, address and telephone number of the Bidder.

C.5.3 Each copy of the bid should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents (Index) with page numbers.

C.5.4 Technical Bid shall be placed in a sealed envelope clearly marked **Technical Bid** and the Financial Bid shall be placed in a separate sealed envelope clearly marked Financial Bid and warning "**Do not open with Technical Bid**".

C.5.5 The envelopes shall be addressed to the Company at the following address

General Manager (IT)
LIC Housing Finance
Ltd.

45/47, 2nd Floor, Bombay Life Building, V.N. Road, Fort Mumbai – 400001

C.5.6 Telex, Email or fax bids will be rejected.

C.6 Documents Comprising the Bids

The bid prepared by the Bidder shall comprise the following components:

C.6.1 Technical Bid – The Technical Bid shall comprise of the following:

- a. Information about the bidder (Annexure A1)
- b. Letter of Submission (Annexure A2)
- c. Eligibility Criteria with supporting Documents.
- d. Companies should not have been declared ineligible/blacklisted by any State or Central Government or PSU. Certificate from the Company Secretary certifying the same to be submitted

C.6.2 Financial Bid – Financial Bid will comprise of:

- (a) Commercial Bid: Indicative Price Schedule for renewal of Oracle License.
- (b) The applicable tax components should be mentioned in the Commercial bid
- (c) The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, including the description of the proposed solution
- (d) COMPLIANCE STATEMENT (Annexure A.5)
- (e) Letter of Authority for participation in Reverse Auction (Annexure A.6)

C.7 Period of Validity of Bids

C.7.1 Bids shall remain valid for 180 days after the date of Reverse Auction date prescribed by the Company. A bid valid for a shorter period shall be rejected by the Company as non-responsive.

C.7.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by fax). A Bidder granting the request will not be required nor permitted to modify its bid.

C.8 Format and Signing of Bid

C.8.1 The Bidder shall prepare the Technical Bid and Financial Bid separately, clearly marking each "Technical Bid" and "Financial Bid", as appropriate. Bidder should submit well bounded paper copy of response with all annexure.

C.8.2 The bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the terms & conditions of the RFP. The later authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid shall be initialed by the person or persons signing the bid.

C.8.3 COVER LETTER/BIDDER CERTIFICATIONS: Include here any cover letter included with the bid and those certifications required for submittal of a proposal. Proposals submitted in response to this RFP must be signed by the person in the bidder's organization who is responsible for the decision as to the prices being offered in the bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices. Each bid shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof. By submitting a signed proposal, the bidder's signatories certify that in connection with this procurement:

The bidder's organization or an agent of the bidder's organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition,

The prices quoted in the bid have not been knowingly disclosed by the bidder's organization or by any agent of the bidder's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and

No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

C.9 Deadline for Submission of Bids

C.9.1 Bids (Technical and Financial) must be received by the Company at the address specified under ITB Clause C.5.5 no later than 18-Mar-2019. In the event of the specified date for the submission of Bids being declared a holiday for the Company, the Bids will be received up to the appointed next working day.

C.9.2 The Company may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause C.4, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

C.10 Late Bids

C.10.1 Any bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

C.11 Modification and Withdrawal of Bids

C.11.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Company prior to the deadline prescribed for submission of bids.

C.11.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause C.9. A withdrawal notice may also be sent by fax by a signed confirmation copy, post marked not later than the deadline for submission of bids. C.11.3 No bid may be modified subsequent to the deadline for submission of bids.

C.11.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the bid form.

C.12 Changes

If any change becomes necessary due to any clarification, revised bid (Technical or commercial) in a separate sealed cover shall be submitted with prior written permission of the Company.

C.13 Clarification of Bids

C.13.1 During evaluation of bids, the Company may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

C.14. Contacting the Company

C.14.1. No Bidder shall contact the Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Company, it should do so in writing.

C.14.2. Any effort by a Bidder to influence the Company in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

C.15 Opening and evaluation of Initial bids by the Company

C.15.1 The Company will open the Technical bids & indicative commercial bids as per the details mentioned in the Time Schedule. In the event of the specified date of Bid opening being declared a holiday for the Company, the Bids shall be opened at the appointed time and location on the next working day.

C.15.2 The bidder's names, bid modifications or withdrawals and such other details as the Company at its discretion may consider appropriate, will be announced at the opening.

C.15.3 Bids (and modifications sent pursuant to ITB Clause C.4) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

C.15.4 The Bid must be complete in all respect and covering the entire scope of work as stipulated in the RFP Document.

C.15.5 Proposals that do not fully comply with the requirements and specifications will be rejected without further consideration.

C.16 Evaluation Criteria:

C.16.1 The Technical Bids evaluation will be of qualifying nature. The Bid should be responsive and should contain the documents as mentioned at C.6.1 **Technical Bid**.

C.16.2 The Technical Bids not accompanied by the required Annexure may be rejected

C.16.3 All bids submitted must meet the requirements of the RFP document. Incomplete bids will not be considered for further evaluation. An Evaluation Committee will assess all the bids received.

C.16.4 If a bid is not responsive and not fulfilling all the conditions of the Contract and not meeting Technical Specifications/evaluation criteria and Requirement, it will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

C.16.5 At the end of Technical evaluation process (stage 1) the bidders who have qualified will be retained for evaluation of financial bids.

C.16.6 Company reserves the rights to add, delete, or modify above parameters at any time during the bid process, without assigning any reasons whatsoever and without being required to intimate the bidder of any such change.

C.16.7 The bid response should adhere to the Scope mentioned in the RFP. Any deviation from the scope shall be categorically mentioned. Company reserves the right to reject the bid in case of any deviations not acceptable.

C.17 Award Criteria

C.17.1 The financial evaluation committee will select L1 bid as the successful bidder, for the system and services as requested vide this RFP and who satisfy all the conditions of the contract and meet the qualification requirement of the bidding document. The financial evaluation committee of the Company reserves the right to negotiate the price with the successful vendor. The final prices will be mutually agreed. The Company will award the Contract to the successful bidder whose bid has been substantially responsive as per the evaluation criteria defined in the RFP process and has been determined as L1

C.17.2 Company is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part or to reject any or all bids.

C.17.3 The Bid security/ EMD shall be refunded to the vendors to whom the contract is not awarded within 15 working days of opening of Bid.

C.18. Time Line / Critical Dates

C.18.1 Upon request of the Company, the vendor shall provide a detailed work plan, with details of the resources proposed to be deployed, for approval by the Company. The work plan must be satisfactory to the Company and will be approved by the company before going ahead with the activity.

C.18.2 Supplier shall recommend relevant and viable strategies to achieve all the work objectives and requirements contained in this RFP.

C.19. Company's right to accept any Bid and to reject any or All Bids

C.19.1 The Company reserves the right to accept or reject any or all Bids. Bids may be accepted or rejected in total or in any part or items thereof. Any Bid not containing sufficient information, in view of the Company, to permit a thorough analysis may be rejected.

C.19.2 The Company reserves the right to accept a combination of parts of more than one bid and to negotiate with any or all Bidders.

C.19.3 The Company reserves the right to verify the validity of bid information, and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate in the Company's estimation.

C.19.4 The Company shall have the right to determine in its own best judgment, the Bidders whose bids will qualify for the short list, if any, and thereafter, the final selected firm to undertake the work.

C.19.5 Bids not conforming to the requirements of the RFP Document may not be considered by the Company. However, the Company reserves the right, at any time, to waive any of the requirements of the RFP, if, in the sole discretion of the Company, the best interests of the Company would be served.

C.19.6 If , In the opinion of the Company, any Bidder has clearly misinterpreted the Work and /or underestimated the hours and / or value of the Work to be performed as reflected in the bid

content and submitted price(s)/rate(s), then the Company may reject the bid as unbalanced (i.e. not representative of the Work Scope) .

C.19.7 Furthermore, the Company shall have the right to cancel the RFP process at any time prior to contract award ,without thereby incurring any liability to the affected Bidder or bidders . Reasons for cancellation, as determined by the Company in its sole discretion, include, but are not limited to , the following:

- (i) Services contemplated are no longer required;
- (ii) Requirements and terms of reference (scope of work) of the RFP document were not adequately or clearly defined due to unforeseen circumstances and /or factors and /or new developments;
- (iii) The RFP did not allow for consideration of all significant elements of the Company for the work (e.g. new/additional matters have arisen);
- (iv) Proposed price is unacceptable for the Work; and
- (v) The Project ceases to be in the best interest of the Company

C.20 Notification of Award

C.20.1 Prior to the expiration of the period of bid validity, the Company will notify the successful bidder in writing by letter or by fax, to be confirmed in writing by a letter, that its bid has been accepted. C.20.2 The notification of award will constitute the formation of the Contract.

21 Signing of Contract

C.21.1 At the same time as the Company notify the successful bidder that its bid has been accepted, the Company will send the bidder the Contract Form incorporating all agreements between the parties.

C.21.2 Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Company.

C.22 Company's right to vary scope of Contract at the time of award and during the term of the contract. C.22.1 Company may at any time, by a written communication given to the winning bidder, make changes within the scope of the contract as specified.

C.22.2 If any such change causes an increase or decrease in the cost of , or the time required for the supplier's performance of any part of the work under the contract, whether changed or not changed by order, an equitable adjustment shall be made in the Contract Price or time schedule, or both and the Contract shall accordingly be amended. Any claims by the supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the

vendor's receipt of the Company's changed order.

C. Rejection Criteria.

Bids received by the Company after the last date of receipt of bids prescribed. Besides other conditions and terms highlighted in the RFP document, bids may be rejected under following circumstances:

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

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.

C.24 Local Conditions

C.24.1 It will be imperative on each bidder to fully acquaint himself with the local conditions, any limitations, existing systems, network and factors at the respective location of the Company site which would have any effect on the performance of the contract and / or the cost.

C.24.2 The bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at bidder's own cost.

C.24.3 It is the responsibility of the bidder that such factors have been properly investigated and considered while submitting the bid proposal and that no claim whatsoever including those for financial adjustment to the contract awarded under the RFP document will be entertained by the Company and that neither any change in the time schedule of the contract nor any financial adjustment arising thereof shall be permitted by the Company on account of failure of the bidder to appraise themselves of such conditions/limitations.

PART D TERMS & CONDITIONS OF CONTRACT

D.1 Completion of Project

“Completion of Project”: The project shall be deemed to have been completed and accepted by the Company, on the delivery of the Renewed License.

D.2 Payment

D.2.1 Company shall make payments 100% payment only to the subject always to the fulfilment by the vendor of the obligations (delivery of License) and receipt of Demand Invoice. Payment for Services shall be made in Indian Rupees.

D.3 Prices

D.3.1 Prices payable to the vendor as stated in the Contract shall be fixed at the time of finalization of the contract.

D.3.2 Escalation of Costs: The supplier 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. 4. Contract Amendments

D. 4.1 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. 5. Assignment

D. 5.1 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. 6. Delays in the vendor’s Performance

D.6.1 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 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.

D.8.1 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.8.2 Except as provided under conditions of contract clause D.10, 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.8.1 Till the acceptance and subject to conditions of Contract if the vendor fails to deliver or to perform the Services (Licenses) within the period(s) specified in the Contract, the Company shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed part or unperformed Services for each week of delay until actual delivery or installation or performance, up to a maximum deduction of 10%. Once the maximum is reached, the Company may consider termination of the Contract pursuant to conditions of Contract Clause D.9

Penalty would be a maximum deduction of 10%. Once the maximum is reached, the Company may consider termination of the Contract pursuant to conditions of Contract Clause D.9

D.9 Termination for Default

D.9.1 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 B.2 or perform services and obligations within the period(s) specified in the Contract, within any extension thereof granted by the Company pursuant to conditions of contract clause no.D.11.2

D.9.2 In the event the Company terminates the Contract in whole or in part, pursuant to the conditions of contract clause D.13.1 Company may procure, upon such terms and in such manner as it deems appropriate. Systems or Services similar to those undelivered, and the Supplier shall be liable to the Company for any excess costs for such similar systems or Services. However, the supplier shall continue the performance of the Contract to the extent not terminated.

D.10. Force Majeure

D.10.1 Notwithstanding the provisions of conditions of contract clause no. D.6 & D.7 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's 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 Supplier 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 Insolvency

D.11.1 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.12 Indemnification

The Bidder shall indemnify the company (LICHFL) against loss of data / damage to data / any loss arising as a result of any negligence of bidder during project implementation as decided/quantified by the Company.

D.13. Settlement of Disputes/Arbitration

D.13.1 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 endeavour 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.13.2 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.13.3 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.13.4. 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.13.5 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.13.6 Pending reference to arbitration and award thereon, the parties hereto shall make all endeavour 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.13.7 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.13.8 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.13.9 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.13.10 The decision of the arbitrator/s or the presiding arbitrator as the case may be shall be final and binding upon both parties.

D.14 Governing Language

D.14.1 The Contract shall be written in English or Hindi language Subject to condition of contract clause D.15, 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.15 Applicable Law

D.15.1 The Contract shall be interpreted in accordance with the laws of the Union of India. 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.16 Notices

D.16.1 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 Supplier

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

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

.....
.....
.....
.....

D.16.2 A notice shall be effective when delivered or on the notice’s effective date whichever is later.

D.17 Taxes and Duties

D.17.1 Vendors shall be entirely responsible for all taxes, duties, license fees etc. incurred. Any change in the taxes approved by the government will be paid as per rates prevailing at the time of invoice submission.

D.17.2 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. Vendor shall also be reimbursed for payment of any statutory duty/tax/levy and/or new taxes or an increase in the rates of existing

taxes, if any payable in respect of any sales tax and/or any other state or central levy. This will apply as on the date of submission of the invoice.

D.18 Vendor Integrity and Vendor's Obligations

D.18.1 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.18.2 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.18.3 The vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

D.18.4 The vendor will treat as confidential all data and information about the disclosing party, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other third party without the prior written approval of the Company if such information is disclosed in tangible form duly marked as "Confidential Information" or where disclosed orally being confirmed in writing by disclosing party.

These confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data if it:

- a. Is obtained from another source without restriction.
- b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;
- c. Becomes generally known to the public without violation of this Proposal;
- d. Is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information;
- e. Is required to be provided under any law, or process of law duly executed.

D.18.5 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 Supplier 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.

D18.6 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.19 Components of the Contract

D.19.1 The Contract will be based on this RFP document, and Company standard supply agreement; 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.20 Scope of work/Contract

D.20.1 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.21 Reporting Progress

D.21.1 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.21.2 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 Supplier of its obligations/functions in accordance with the standards committed to or required by the

Company.

D.22 Patent Right

D.22.1 In the event of any claim asserted by a third party of infringement of copy right, patent, trademark or industrial design rights the supplier shall act expeditiously to extinguish such claim. If the vendor fails to comply and the Company is required to pay compensation to a third party resulting from such infringement, the vendor shall be responsible for the compensation including all expenses (court costs and lawyer fees). The Company will give notice to the vendor of such claim, if it is made without delay.

Part E Reverse Auction

RFP for Renewal of Annual Technical Support (ATS) for Oracle License Reverse Auction through EProcurement The detailed procedure for Reverse Auction to be followed in the RFP for Renewal of Annual Technical Support (ATS) for Oracle License 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 A.5**. 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 A.5.**
- 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 A.6**

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. 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 A5) 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.7500/- 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 A.1 Information about the Bidder

Dated:

| 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. (2015-2016, 2016-2017,2017- 2018) | 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 | | | |
| <p>9 Provide details of prior relevant experience of two projects</p> <p>Details :</p> <p>Name of the Client:</p> <p>Name of the Implementer :</p> <p>Products /System Implemented.</p> <p>Brief details about the requirement:</p> <p>Implementation completed (Yes/No) :</p> | | | | |

Bidder:

Authorised Signatory:

Name and Address:

Date:



Annexure A.2 Letter of Submission

Dated:

LETTER OF SUBMISSION

To:

General Manager (IT),
LIC Housing Finance
Ltd.

45/47, 2nd Floor, Bombay Life Building,
V.N. Road, Fort, Mumbai – 400001,
India.

Sir,

Being duly authorized to represent and act on behalf of(bidder) and having reviewed and fully understood all the qualifications and requirement and information provided, the undersigned hereby expresses its interest and apply for qualification for Oracle ATS Support in accordance with your RFP dated : 12-Mar-2019. We are hereby submitting our Response with all the desired information and documents. We hereby declare that all the information and statements made in this Response are true and accept that any misrepresentation contained therein may lead to our disqualification.

We understand you are not bound to accept this or any other response that you may receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure A.3 Details of Litigation(s)

Dated:

(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 nondelivery, non-performance in the last three years.

Witness:

Bidder:

Signature:

Authorized Signatory:

Name and Address:

Name and Address:

Date:

Date:

ANNEXURE A.4 Price Schedule (To be Part of Financial Bid)
Date:

| CSI Number | License Description | Unit Cost | Qty | Period of Renewal | Software Update | Product Update |
|---|---|-----------|-----|----------------------------------|-----------------|----------------|
| CSI No. 15793763 16 core ASFU | Diagnostic Pack Processor Perpetual ASFU | | 16 | 01-Apr-2019 To 31-Mar-2020 | | |
| | Internet Application Server Enterprise Edition Processor Perpetual ASFU | | 10 | | | |
| (Application Specific) | Oracle Database Enterprise Edition - Processor Perpetual ASFU | | 16 | | | |
| | Partitioning Processor Perpetual ASFU | | 16 | | | |
| | Real Application Clusters - Processor Perpetual ASFU | | 16 | | | |
| | Tuning Pack Processor Perpetual ASFU | | 16 | | | |
| CSI No. 16024187 8 core Open License (Part 1) | Diagnostic Pack-Processor Perpetual | | 8 | | | |
| | Tuning Pack Processor Perpetual | | 8 | | | |
| | Real Application Clusters - Processor Perpetual | | 8 | | | |
| | Partitioning processor perpetual | | 8 | | | |
| | Oracle Database Enterprise Edition Processor Perpetual | | 8 | | | |
| CSI No. 18525064 8 core Open License (Part 2) | Oracle Database Enterprise Edition Processor Perpetual | | 8 | | | |
| | Real Application Clusters - Processor Perpetual | | 8 | | | |
| CSI No. 19545530 8 core Open License (Part 3) | | | 8 | | | |
| | | | 8 | | | |
| | Oracle Web Logic Server Enterprise Edition | | 8 | | | |
| CSI No. 19545530 12 WebLogic Server License | | | 12 | | | |
| | | | 12 | | | |
| | Oracle Database Enterprise Edition | | 12 | | | |
| | Sub Total | | | | | |
| | GST | | | | | |
| | TCO (Inclusive of All applicable Taxes) | | | | | |

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

Note: Each Tax component, like Service Tax, VAT etc. should be separately mentioned.

Authorized Signatory:

Name and Address:

Date:

Annexure A.5 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 fiancé 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 A.6: 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:

Checklist

| S. No. | Documents to be submitted | Submitted (Yes/ No) |
|---------------|---|--------------------------------|
| 1 | Information about the Bidder (Annexure A.1) | |
| 2 | Letter of Submission(Annexure A2) | |
| 3 | Eligibility Criteria with supporting documents | |
| 4 | 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 – A3) | |
| 5 | Annexure A.4: Commercial Bid | |
| 6 | Annexure A.5 COMPLIANCE STATEMENT (To be submitted by all the vendors participating in Reverse Auction) | |
| 7 | Annexure A.6: Letter of Authority for participation in Reverse Auction | |