



Request for Proposal (RFP)

**Selection of SDK Based Runtime Application Self -
Protection (RASP) & API Security Solution for LIC
Mobile Applications as SaaS.**

Ref: LIC/CO/IT/PORTAL/2024-25/RFP/RASP

Date: 04.10.2024



**Life Insurance Corporation of India,
Central Office, Information Technology - SD Department,
2nd Floor, South Wing, "Jeevan Seva Annexe",
Santacruz (W), S.V.Road, Mumbai – 400054.**



co_ittenders@licindia.com



**<https://licindia.in/Bottom-Links/Tenders>
<https://www.tenderwizard.com/LIC>**

Table of Contents

1.1	DEFINITIONS	5
1.2	ABBREVIATIONS	9
1.3	DISCLAIMER	10
3.	GENERAL INFORMATION.....	11
3.1	INVITATION TO BID (E-Tender)	11
3.2	ACTIVITY SCHEDULE	12
3.3	OBJECTIVE	13
3.4	BID FEE	13
3.5	EXEMPTION FROM BID FEE	13
3.6	CURRENCY	13
3.7	GOVERNING LAWS/JURISDICTION.....	13
4.	INSTRUCTIONS TO BIDDERS	13
4.1	GENERAL INSTRUCTIONS	13
4.2	CONFIDENTIALITY OF THE DOCUMENT.....	15
4.3	ISSUE OF CORRIGENDUM.....	15
4.4	RFP TERMS AND CONDITIONS.....	15
4.5	Information Provided in the RFP.....	15
4.6	Contacting LIC.....	16
4.7	Right to Terminate the Process	16
4.8	Disqualifications	16
4.9	Fraud and Corrupt Practices.....	17
4.10	BID DOCUMENT PRICE	18
4.11	EARNEST MONEY DEPOSIT	18
4.12	BID SUBMISSION	18
5.	BID EVALUATION PROCESS	20
5.1	ELIGIBILITY AND TECHNICAL EVALUATION.....	20
5.2	PROCEDURE FOR OPENING OF THE BIDS.....	20
5.3	BID VALIDITY PERIOD	22
5.4	LATE BIDS.....	22
5.5	COST OF BIDDING	22
5.6	RELATIONSHIP BETWEEN LIC AND THE BIDDERS.....	22
5.7	ONLINE COMMERCIAL BID SUBMISSION.....	22
5.8	TECHNICAL AND COMMERCIAL BID	22

5.9	Government Guidelines and Preference to Make in India. Guidelines on Public Procurement (Preference to Make in India), Order 2017.....	23
5.10	AWARD CRITERIA	25
5.11	REQUEST TO EXTEND VALIDITY PERIOD BY LIC	25
5.12	RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BID(S).....	25
5.13	COMMERCIAL BID EVALUATION PROCESS.....	25
5.14	ONLINE REVERSE AUCTION:.....	26
5.15	NOTIFICATION OF AWARD	28
5.16	PERFORMANCE GUARANTEE AND CONTRACTING.....	29
6.	TERMS AND CONDITIONS.....	30
6.1	PROJECT DURATION	30
6.2	OPTION TO EXTEND PROJECT DURATION AND SCOPE	30
6.3	SERVICES LOCATION	30
6.4	GENERAL OBLIGATIONS OF THE PARTIES	30
6.5	SUBCONTRACTING.....	31
6.6	ASSIGNMENTS	32
6.7	RFP AMENDMENTS.....	32
6.8	MONITORING PROGRESS.....	32
6.9	PERFORMANCE ASSESSMENT	33
6.10	PERSONNEL	33
6.11	INTELLECTUAL PROPERTY RIGHTS.....	34
6.12	MORAL RIGHTS	35
6.13	PAYMENT TERMS.....	36
6.14	PRICES AND TAXES	38
6.15	INDEMNITY.....	39
6.16	LIABILITY.....	41
6.17	NORMALISATION OF BID	41
6.18	CONFIDENTIALITY AND PRIVACY	42
6.19	PROTECTION OF PERSONAL INFORMATION	44
6.20	CONFLICT OF INTEREST.....	44
6.21	SECURITY.....	46
6.22	Removal of LIC Data	47
6.23	FORCE MAJEURE OR UNFORESEEN EVENTS	47
6.24	DISPUTE RESOLUTION	48
6.25	TERMINATION.....	49
6.26	NOTICES AND OTHER COMMUNICATIONS	52

6.27	MISCELLANEOUS.....	53
6.28	PERFORMANCE GUARANTEE.....	54
6.29	VERIFICATION.....	54
6.30	SUPPORT TO BE PROVIDED BY LIC	55
6.31	POWERS TO VARY OR OMIT WORK.....	55
6.32	RIGHT TO AUDIT	55
6.33	Privacy and Security Safeguards	55
6.34	Confidentiality	55
6.35	VALIDITY OF AGREEMENT.....	56
6.36	Compliance to Rule 144 (xi) in GFRs 2017	56
7.	SCOPE OF WORK	57
7.1	SERVICE LEVEL AGREEMENT (SLA).....	58
7.2	Penalties.....	60
7.3	Pre-Contract Integrity Pact.....	60
	ANNEXURE A: COVERING LETTER WITH CORRESPONDENCE DETAILS	61
	ANNEXURE B: DETAILS OF THE BIDDER'S OPERATIONS.....	62
	ANNEXURE C: BID SECURITY DECLARATION	63
	ANNEXURE D: FORMAT FOR NON-BLACKLISTING/NON-LITIGATION/LAND BORDER CLAUSE	64
	ANNEXURE E: ELIGIBILITY CRITERIA.....	65
	ANNEXURE G: COMMERCIAL BID COVERING LETTER	70
	ANNEXURE H: COMMERCIAL BID.....	71
	ANNEXURE I: PRE-CONTRACT INTEGRITY PACT FORMAT	73
	ANNEXURE J- Online Tendering Guidelines	79
	ANNEXURE K: Technical Requirement Annexure	83

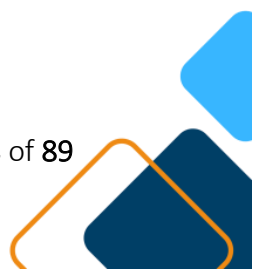
1.1 DEFINITIONS

AGREEMENT	Any written contract between the Life Insurance Corporation of India and the successful bidder with respect to any/all deliverables or services contemplated by this RFP. Any Agreement shall be deemed to incorporate, as schedules, this RFP, all addenda/corrigenda issued by LIC, the Bid of the successful bidder and mutually agreed modifications thereto.
ACCEPTANCE OF TENDER	Means the letter/fax/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.
AUTHORIZED SIGNATORY OF THE BIDDER	The person authorized through a valid Power of Attorney by the company's Board/ Managing Director/ Director for signing the bid documents on behalf of the company
BID	The Bidder's written submissions in response to the RFP signed by his Authorized Signatory
BIDDER	An eligible firm/Company i.e. firm/Company fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual capacity.
BUSINESS DAY	Shall be construed as a day excluding Saturdays and Sundays of a month and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India.
CLARIFICATIONS	Means Addenda, corrigenda and clarifications to the RFP.
CONTRACT	An Agreement signed between LIC and the Selected vendor and all the attached documents. The Agreement includes the RFP, subsequent modifications to the RFP issued by LIC, response of the selected vendor to the RFP and the agreement document itself.
CONTRACT VALUE	The grand total of the L1 prices of the Successful Bidder
DAY	Calendar Day.
DEFAULT NOTICE	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof
DELIVERABLES	Means all services and deliverables as per this RFP Scope of Work.

LAW	Shall mean any Act, notification, bylaws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of any state or any other Government or regulatory authority.
L1 QUOTE	1. If Online Reverse Auction is held as per the conditions of the RFP -Lowest price discovered through Online Reverse Auction. 2. If Online Reverse Auction is not held as per the conditions of the RFP - Lowest price discovered through Commercial Bid and Price negotiation.
L1 BIDDER	Bidder with L1(Lowest) Quote after the evaluation of commercial bids. If Online Reverse Auction is held as per the conditions of the RFP Lowest price discovered through Online Reverse Auction.
LIC	Means without limitation the Life Insurance Corporation of India (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act 31 of 1956) having its Central Office at 'Yogakshema, Jeevan Bima Marg, Mumbai 400 021.
SOLUTION/ SERVICES/ WORK/ SYSTEM/ IT SYSTEM	All services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the implementation/ development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training and other obligation of the Supplier covered under this RFP.
WORKING DAY	Shall be construed as a day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies or State Governments or Central Government of India as applicable to the concerned LIC office.
ELIGIBILITY BID	This tender process is based on two bid procedure (Technical and Commercial). Eligibility conditions are used in this tender in lieu of empanelling process. Where the words "eligibility bid" appears the same should be read and understood as "response to eligibility conditions criteria".
TERMS OF REFERENCE	The section which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Bidder and expected results and deliverables of the assignment.
'PARTY' & 'PARTIES'	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the Parties and individually as a Party.
PERSONNEL	Means professionals and support staff provided by the Bidder to meet the requirements of this RFP and assigned to perform the Services or any part thereof within the timelines mentioned herein. The details of all such personnel will have to be shared in the Personnel Deployment Plan.

PROJECT	Selection of SDK Based Runtime Application Self - Protection (RASP) & API Security Solution for LIC Mobile Applications as SaaS (Ref: LIC/CO/IT/PORTAL/2024-25/RFP/RASP dated 04.10.2024)
REQUIREMENTS	Shall mean statements which identify a necessary capability, characteristic, attribute or quality of a system and include schedules, details, description, and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified and implicitly necessitated in the RFP.
RFP	This Request for Proposal inclusive of any clarifications/corrigenda/addenda that may be issued by LIC.
SPECIFICATIONS	Means all the functional, technical, operational, performance or other characteristics required of a Product or Service as mentioned in the RFP document or any of the annexure or clarifications to the RFP document.
SUCCESSFUL BIDDER/VENDOR/SERVICE PROVIDER	Successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest price bid) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by LIC.
TERMS OF REFERENCE	Means the section which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Bidder and expected results and deliverables of the assignment.
TIMELINES	Wherever Timelines have been defined as days, weeks, months; they will mean calendar days, calendar weeks and calendar months.
VENDOR	Selected/Successful Bidder as an outcome of the RFP with whom LIC signs the Contract.
“Must”, “mandatory” or “required”	“Must”, “mandatory” or “required” means an absolute minimum function or capacity, which, if not satisfied in the proposal, may result in disqualification in the final evaluation;
“Should”, “may” or “is desirable”	“Should”, “may” or “is desirable” means desirable but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot. However the final decision shall rest with LIC.
Open Source	means pertaining to or denoting software whose source code is available free of charge to the public to use, copy, modify, sub-license or distribute

Hybrid App	ExtJS Framework with Cordova.
-------------------	-------------------------------



1.2 ABBREVIATIONS

ABBREVIATIONS	DESCRIPTION
#	Serial Number
AAU	Annual Active Users
AML	Anti-money Laundering
EMD	Earnest Money Deposit
GST	Goods and Services Tax
INR	Indian Rupee
IPR	Intellectual Property Rights
ITB	Instruction to Bidders
IT /DT	Information Technology / Digital Transformation
Ipv6	Internet Protocol Version 6
KYC	Know your Customer
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
No.	Number
OEM	Original Equipment Manufacturer
OS	Operating System
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
POC	Proof of Concept
RASP	Runtime Application Self-Protection
RFP	Request for Proposal
SaaS	Software as a Service
SDK	Software Development Kit
SIT	System Integration Testing
SLA	Service Level Agreement
UAT	User Acceptance Testing

1.3 DISCLAIMER

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.
4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP. Subject to any law to the contrary and to the maximum extent permitted by law, LIC and its Directors, Officers, employees, agents disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document and any addendum/corrigendum to it or conduct ancillary to it whether or not the loss or damage arised in connection with any omission, default, lack of care or misrepresentation on the part of LIC or any of its officers, employees or agents. All information processed by the Bidder during solution deployment and maintenance belongs to LIC. By having the responsibility to maintain the infrastructure, the Bidder does not acquire implicit access right to the information or right to redistribute the information.

3. GENERAL INFORMATION

3.1 INVITATION TO BID (E-Tender)

The Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (**Act 31 of 1956**) and having its Central Office at "Yogakshema", Jeevan Bima Marg, Mumbai -400021, invites sealed tender offers (technical offer and commercial offer) for selection of a company to provide Selection of SDK Based Runtime Application Self - Protection (RASP) & API Security Solution for LIC Mobile Applications as SaaS.

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

Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Annexure E-Eligibility** of this RFP and willing to provide the Services as required in this RFP. The interested entities are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Consortium bidding is not permitted under this RFP.

The Bidder can be the System Integrator of the Solution.

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

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

The Bidder must try to submit the Bid well before the last date and time in order to avoid any inconvenience at the last moment.

3.2 ACTIVITY SCHEDULE

1.	RFP Reference	Ref: LIC/CO/IT/PORTAL/2024-25/RFP/RASP Date: 04.10.2024
2.	RFP for	Selection of SDK Based Runtime Application Self-Protection (RASP) and API Security Solution for LIC Mobile App as SaaS.
3.	Bid Fee (Non-refundable)	Nil
4.	EMD	Bid Securing Declaration as per format
5.	Performance Security in the form of Bank Guarantee by Successful Bidder	5% of Total Contract Value.
6.	Date of Issue of RFP	04.10.2024 at 15:00 Hrs.
7.	Last date of submission of Pre-Bid Queries	09.10.2024.
8.	Date of Virtual Pre-Bid meeting	10.10.2024 at 11:00 Hrs. (IST)
9.	Last date and time for Bid Submission	25.10.2024 Up to 15:00 Hrs. (IST)
10.	Opening of Technical Bid	25.10.2024 at 15:30 Hrs. (IST)
11.	Opening of commercial Bid	<To be communicated later >
12.	Address for communication	Life Insurance Corporation of India, Portal Section, Central Office, IT/DIGITAL TRANSFORMATION Department, "Jeevan Seva" Annexe, II Floor, S V Road, Santacruz (W), Mumbai – 400054.
13.	Contact Numbers	022- 67090422/ 67090427/ 67090510
14.	Email Id	co_ittenders@licindia.com
15.	Mode of Bid Submission	Online (https://www.tenderwizard.com/LIC)
16.	Contact Person	Mr. Saurav Ganguli : 9831386250 / 022-67090427 Mr. Yashwant Sharma : 9649928101/022-67090422

Pre Bid Meeting Credentials:

Meeting Link:

<https://licindiasampark.webex.com/licindiasampark/j.php?MTID=m627792e571dfa293a089b5f238b51819>

Meeting number: 2511 874 7488

Meeting Password: 0910

3.3 OBJECTIVE

The Objective of this RFP is to inform potential Service Integrators for LIC's requirement and to solicit proposals for providing SDK Based RASP & API Security Solution for LIC as SaaS.

3.4 BID FEE

Refer ACTIVITY SCHEDULE.

3.5 EXEMPTION FROM BID FEE

Micro, Small & Medium Enterprises (MSME) units and MSME Start-ups are exempted from payment of bid fee, provided the Services they are offering, are rendered by them. Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption NSIC Certificate/ Udyog Aadhaar Memorandum should cover the items tendered to get processing fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without processing fee will be summarily rejected and no queries will be entertained.

3.6 CURRENCY

All monetary values in the proposals in response to this invitation of RFP shall be in Indian Rupees (INR) only.

3.7 GOVERNING LAWS/JURISDICTION

The validity, performance, construction and effect of this RFP shall be governed by the substantive laws of India. Any controversy or claim arising out of or in relation to this RFP, or breach, hereof, shall be finally settled under the jurisdiction of Mumbai High Court only.

4. INSTRUCTIONS TO BIDDERS

4.1 GENERAL INSTRUCTIONS

4.1.1 The information provided in the RFP is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP.

- 4.1.2 The RFP provides an overview of the requirements, bidding procedures and contract terms. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidder must form their own conclusions about the solution keeping in view, LIC's requirements. Information contained in this RFP and corrigenda, if any, should be taken as guidelines for Bidders.
- 4.1.3 Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice.
- 4.1.4 LIC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.
- 4.1.5 LIC has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the work in order to submit viable Bids. However, LIC shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any corrigenda, nor of its being comprehensive or exhaustive. Nothing in this RFP or any corrigenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any corrigenda, as applicable.
- 4.1.6 Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every aspect will be at the Bidder's risk and may result in rejection of the Bid.
- 4.1.7 In response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.
- 4.1.8 All the terms and conditions and the contents of the RFP along with the Annexure(s) , Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.
- 4.1.9 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of LIC. Any notification of preferred Bidder status by LIC shall not give rise to any enforceable rights to the Bidder.
- 4.1.10 This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- 4.1.11 Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non-complaint and the Bid may be rejected. Hence, Bidders must:
- Include all required Documents, Certificates, etc. specified.
 - Follow the format provided and respond to each element in the order as set out
 - Comply with all requirements as set out.
- 4.1.12 LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP entered pursuant to the RFP and may request for additional information, if required from the Bidder. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof will be deemed to have been taken after considering commercial acumen and also taking into account that LIC does not guarantee or warrant suitability hereof or success to the bidder or any other person or party.

4.2 CONFIDENTIALITY OF THE DOCUMENT

This document is meant for the exclusive purpose of bidding as per the specification, terms and conditions and scope and shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

4.3 ISSUE OF CORRIGENDUM

- i. LIC will endeavour to provide timely response to all queries in utmost good faith. However, LIC at its discretion may choose not respond to the query which is not under purview of this RFP.
- ii. At any time prior to the last date for receipt of Bids, LIC, may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP Document by issuing corrigendum.
- iii. The corrigendum (if any) and clarifications to the queries from all Bidders will be issued only on the mentioned website. No separate notification shall be issued in the press. Bidders are requested to regularly visit the mentioned website to keep them updated.
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. LIC, at its discretion, may extend the last date for the submission of Bids in order to allow Bidders a reasonable time to take into account the amendments if any, in preparing their Bids.
- vi. Any change in the timelines as decided by LIC will be communicated by email to the eligible bidders.

4.4 RFP TERMS AND CONDITIONS

This RFP document along with its Annexure/Appendices/ clarifications/addenda/corrigenda states the terms and conditions of this RFP. Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP and these will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure/Appendices/ clarifications/addenda/corrigenda issued will form the part of the purchase orders and any resulting contracts with the vendor/s from time to time as an outcome of this RFP Process.

4.5 Information Provided in the RFP

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

4.6 Contacting LIC

No Bidder shall contact through any means of communications with LIC or its employees on any matter relating to this 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 LIC, it should do so through the designated email-id as given in the Activity Schedule or in writing till the evaluation process is over. Any effort by a Bidder to influence LIC in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

4.7 Right to Terminate the Process

- i. LIC may terminate the RFP process at any time without assigning any reasons whatsoever. LIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This RFP document does not constitute an offer by LIC. The bidder's response to this RFP may result into selection of bidder(s) after completion of selection process as detailed in this RFP document.
- iii. LIC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.
- iv. LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. The decision of LIC will be final in this matter.
- v. Exit option and contract re-negotiation:

LIC reserves the right to cancel the purchase order and terminate the contract in the event of (i) failure of the selected bidder to accept the order within the time stipulated (ii) delay/failure in executing the contract (iii) failure to furnish the performance bank guarantee (iv) failure to maintain the uptime and SLAs (v) breach of the terms and condition of the contract. LIC also has the right to cancel the contract without cause by giving 30 days advance notice.

4.8 Disqualifications

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

- i. Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements;
- ii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- iii. Submitted a proposal that is not accompanied by required documentation or is nonresponsive;

- iv. Failed to provide clarifications related thereto, when sought;
- v. Submitted more than one Proposal;
- vi. Declared ineligible by the Government of India/State/UT Government/ PSUs for corrupt and fraudulent practices or blacklisted.
- vii. Submitted a Proposal with price adjustment/variation provision.
- viii. Exhibited a record of poor performance in the service delivery.

4.9 Fraud and Corrupt Practices

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

Without prejudice to the rights of the LIC under Clause above and the rights and remedies which the LIC may have under the Letter of Notification of Award or the Agreement, if Bidder, as the case may be, is found by the LIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Letter of Notification of Award or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by LIC during a period of 3 years from the date such Bidder, as the case may be, is found by LIC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

a) “Corrupt practice” means

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of LIC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of LIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process);

or

(ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOI or after the execution of the Agreement, as the

case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical adviser of LIC in relation to any matter concerning the Project;

b) “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts or suppression of facts, in order to influence the Selection Process;

c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process;

d) “Undesirable practice” means

(i) establishing contact with any person connected with or employed or engaged by Life Insurance Corporation of India with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process;

or

(ii) Having a conflict of Interest; and

e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.10 BID DOCUMENT PRICE

As mentioned in the Activity Schedule.

4.11 EARNEST MONEY DEPOSIT

As mentioned in the Activity Schedule.

4.12 BID SUBMISSION

This is an E – Tender and hence Bids must be submitted “ON LINE”. Tender is to be submitted online through e procurement portal. No hardcopy of the tender will be accepted.

All documents are to be scanned and uploaded. Bids should be submitted well before the closing time. **Submitting the bid online in the last few hours before the bid closing time should be avoided in the bidder’s own interest.** Neither the Service Provider nor LIC will be responsible for any lapses /failure on the part of the bidder, in such cases.

E-Tendering

Online bids are hereby invited for the works mentioned through online e-Tendering System portal <https://www.tenderwizard.com/LIC> from the intending bidders.

Submission must be made as per the provided formats/templates. Any material deviations in the formats/templates may result in the rejection of the Bid. Please note that any deviations mentioned in the bid will not be considered and evaluated by the LIC.

The bid may be treated as legally void and will be rejected if Bid is not signed by the duly authorized person, Pre-contract Integrity Pact (not duly filled and not signed).

- a) By submitting a signed bid, the bidders' signatory certifies that in connection with this RFP:
- The bidder's organization or an agent of the bidder's organization has arrived at the technical offer and prices in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition,
 - The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor.
 - No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- b) **Non-Disclosure Agreement (NDA)**
(To be submitted by Successful Bidder Only): Successful bidder shall submit, a duly notarized Non-Disclosure agreement on a stamp paper of **INR 500/- (Rupees five hundred only)** as per the format (to be given by LIC before issuance of purchase order) duly signed by the Authorized Signatory of the Company. **Not required at the Proposal submission stage.**
- c) **Language of Bid:** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and LIC shall be in English language. As far as numbers are concerned the same should be in Hindu-Arabic Numerals
- d) **Bid Currencies:** Prices for all the components shall be quoted in Indian Rupee (INR). The Bids in currencies other than INR will be rejected.
- e) **Arithmetical errors:** The Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected.
- f) The original Bid shall be typed for 8.27" X11.69" (A4 size) paper in English.
- g) If any compliance or clarification sought by LIC is not submitted within 1 business days of being called for, the bids are liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.
- h) The specifications (Commercial Bid format) shall be submitted in the spread sheets / word files as per respective Annexure specified in this RFP.

(This space is left intentionally blank)

5. BID EVALUATION PROCESS

5.1 ELIGIBILITY AND TECHNICAL EVALUATION

- 5.1.1 Eligibility and Technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the “Activity Schedule”. LIC may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of the Buyers and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. In case, 03 (three) or more bids are not received within originally stipulated time; the end date of bid submission shall be extended by 4 days. If, even after 4 days extension, less than 03 (three) bids are received, bid shall be opened without further extension. In case no offer is received, RFP will be cancelled.
- 5.1.2 In the first stage, only eligibility and technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP and its subsequent corrigendum/corrigenda will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with eligibility and technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.
- 5.1.3 LIC will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee (if applicable) for the desired amount and validity period is available and the Bids are generally in order. LIC may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- 5.1.4 LIC will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP, without any deviation. Determination of a Bid’s responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 5.1.5 After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.

5.2 PROCEDURE FOR OPENING OF THE BIDS

Bids received before the specified closing date and time given in the “**Activity Schedule**” will only be opened online in the presence of bidders’ representatives (maximum two representatives per bidder) who choose to attend the virtual opening of the bids on the specified date and time.

5.2.1 Clarification sought by LIC on Bids

During evaluation of bids, LIC may, at its discretion, ask the Bidder for clarifications on its bid. The request for clarification and the response shall be through the designated mail. If any compliance or clarification sought by LIC is not submitted within 7 business days or the time as communicated by LIC of being called for; the

bids are liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.

5.2.2 Modification and Withdrawal of the Bids

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

5.2.3 Compliant Bids / Completeness of Response

- a. The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.
- b. Bidders are advised to study all instructions, clarifications, terms, requirements, Annexures and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- c. Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.
- d. Bid with insufficient information to permit a thorough evaluation may be rejected.
- e. LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f. Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid, in, the best interests of LIC. If a bid is not responsive and not fulfilling all the conditions of the RFP and not meeting technical specifications and requirement, it will be rejected by the Corporation and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- g. If a bidder includes the commercial bid together with the technical bid, it will be considered a violation of the bidding process guidelines. As a result, the bidder will be disqualified from further participation in the process, ensuring fairness and adherence to the stipulated procedures. This measure is in place to maintain the integrity and separation of the technical and commercial evaluation phases.
- h. Rejection of non-compliant bid:
 - i. LIC reserves the right to reject any or all bids on the basis of any deviation(s).
 - ii. Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final

5.3 BID VALIDITY PERIOD

Bids shall remain valid for 180 days after the submission of Bids as prescribed by LIC, in the “**Activity Schedule**”. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period.

In exceptional circumstances, LIC may solicit the Bidder’s consent for an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

5.4 LATE BIDS

Bids received after the date and time specified in the “**Activity Schedule**” will not be considered and will be rejected. LIC may, at its sole discretion change the date/time of submission and LIC’s decision in this matter will be final. LIC will not be responsible for non-receipt of Bids within the specified date and time due to any reason.

5.5 COST OF BIDDING

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

5.6 RELATIONSHIP BETWEEN LIC AND THE BIDDERS

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

5.7 ONLINE COMMERCIAL BID SUBMISSION

The Commercial Bids is to be uploaded on the online platform along with the eligibility and technical bid .The Commercial Bids of technically qualified bidders will be opened online on the platform provided.

5.8 TECHNICAL AND COMMERCIAL BID

Any material deviation to the terms and conditions of the RFP document, to the scope of work and deliverables, SLAs will not be accepted. Proposals with such deviations may be rejected. LIC may provide the bidder an opportunity to unconditionally withdraw conditions, assumptions, deviations if it is in the interest of LIC.

- a. The commercial bid has to be in the format as provided in **Annexure G: Indicative Commercial Bid Form**. The commercial Bid details will need to be provided for all requirements of LIC to arrive at TCO (Total Cost of ownership) of the solution.

- b. Based upon the review and evaluation of proposals offered in response to this RFP, LIC may at its sole discretion negotiate and enter into contracts with the successful bidder.
- c. There will be no volume commitment for the transactions under this RFP to the shortlisted bidder. LIC may shortlist more successful Bidders thereby creating a provision for obtaining subscription from such additional bidders in a situation where the qualified bidder fails to meet the requirement in a timely manner or to meet some specific legacy requirements.
- d. The Indicative Commercial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. Eligible bidder will then be required to participate in an Online Reverse Auction Process. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered. The commercial figure quoted will be an all-inclusive figure. No other expenses will be reimbursed separately. Any conditional bid would be rejected. Based on the Total Cost of Ownership (TCO) submitted by the Bidders, the Bidders will be categorized as L1, L2, L3 etc. (In the ascending order, i.e. L1 being the Bidder with the lowest TCO, followed by L2 with the next lowest score and so on.) . The final outcome of the bidding process will be published on the LIC website. The bid price shall be in Indian Rupees.
- e. **Errors & Rectification:** Arithmetical errors will be rectified on the following basis:
–If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- f. The bidder would need to provide all costs in Annexure.
- g. The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.
- h. Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India, for predatory pricing and abnormally low bids evaluations. And, any conditional bid would be rejected.

The bidder with L1 (Lowest) Grand Cost will be eligible for award to provide the services for all the three items.

5.9 Government Guidelines and Preference to Make in India. Guidelines on Public Procurement (Preference to Make in India), Order 2017

LIC will follow all the guidelines/notifications for public procurement by Government of India and CVC.

Preference to Make in India. Guidelines on Public Procurement (Preference to Make in India), Order 2017;

(PPP-MII Order) and revised order issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P45021/2/2017(BE-II) dated 04.06.2020 will be applicable for this RFP.

Detailed guidelines and notifications are available at

- a. https://www.meity.gov.in/writereaddata/files/PPP_MII_Order_dated_16_09_2020.pdf
 - b. <https://www.meity.gov.in/esdm/ppo#:~:text=The%20margin%20of%20purchase%20preference,the%20purpose%20of%20purchase%20preference.>
 - c. [https://www.meity.gov.in/writereaddata/files/Public_Procurement_\(Preference_to_make_in_India\)_order_2019_for_Cyber_Security_Products.pdf](https://www.meity.gov.in/writereaddata/files/Public_Procurement_(Preference_to_make_in_India)_order_2019_for_Cyber_Security_Products.pdf)
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 is not a 'Class-I local supplier', the lowest bidder among the 'Class I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-1 local supplier' with next higher bid within the margin of purchase preference shall be invited to match the L1 Price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price; the contract may be awarded to the L1 bidder.
 - iv. "Class-II local supplier" will not get purchase preference in any procurement.

5.9.1 Definitions

- a. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percentage.
- b. "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- c. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
- d. "Margin of purchase preference" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

5.9.2 Verification of local content

The 'Class-I local supplier'1 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

5.10 AWARD CRITERIA

LIC will notify the successful bidder in writing through a letter of Notification of Award.

- a. LIC shall reserve the right to negotiate with the bidder whose proposal has been ranked as the best value bid on the basis of Technical and Financial Evaluation to the proposed Project.
- b. After LIC notifies the successful bidder that its proposal has been accepted, LIC shall enter into a contract or issue a purchase order, incorporating all clauses, pre-bid clarifications and the proposal of the bidder(s) between LIC and the successful bidder.
- c. Prior to the expiration of the validity period, LIC will notify the successful bidder in writing or through email, that its proposal has been accepted. The notification of award will constitute the formation of the contract, upon the successful bidders" furnishing of Performance Bank Guarantee (PBG).
- d. Within 10 days of notification of award from LIC, the Bidder shall accept the letter of intent and LIC may subsequently issue the purchase order.
- e. In the event the Bidder has not quoted or has omitted any product/features or service, then it will be deemed that the Bidder shall provide the same product feature and/or service at no additional cost to LIC.

5.11 REQUEST TO EXTEND VALIDITY PERIOD BY LIC

In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid.

5.12 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BID(S)

LIC reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for LIC's action.

Any provisions not covered in the RFP will be guided by the provisions of the Manual for procurement of Goods 2017

Issued by Department of Expenditure and as amended from time to time and the provision of General Financial Rules 2017

5.13 COMMERCIAL BID EVALUATION PROCESS

- a) Only those Bidders who qualify in Eligibility and Technical evaluation would be

shortlisted for commercial evaluation via Online Reverse Auction.

- b) The Bidder has to specify both in figures & words for all price quoted in Commercial Bid (indicative).
- c) The bidder should quote the prices for all the items in Commercial bid (Indicative Price) format as per **Annexure-H**.
- d) Arithmetical errors will be rectified on the following basis:
 - a. If there is a discrepancy between the total price quoted in the bid and the total price that is obtained by multiplying unit price and quantity, the unit price shall prevail. The total price will be corrected accordingly.
 - b. If there is discrepancy between the amount in words and figures, the amount in words will prevail.

e) **Reverse Auction Process and Elimination clause:**

Reverse Auction will be conducted if two or more bidders are technically qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified Bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference {Presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time}.

It is bidder responsibility to provide satisfactory documentary evidence for consideration by LIC as MSE or qualifying under PPP-MII, Order 2017 and LIC decision in this matter will be final.

In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-MII, Order 2017, who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

The total Bid Price for this clause will be indicative bid price exclusive of all taxes.

The specifications (Indicative Commercial Bids format) shall be submitted in the formats as per the respective Annexures specified in this RFP.

5.14 ONLINE REVERSE AUCTION:

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

- a) LIC shall provide web based E-tender system for reverse auction.
- b) The Eligible bidders subject to provisions of **Reverse Auction Process and Elimination clause** (refer point 5.13(e) above), are required to participate in online reverse auction for which web-based e-tender platform will be made available by LIC. The date, time, platform and process of online reverse auction will be communicated to

- the bidders by LIC.
- c) LIC shall conduct the 'Online Reverse Auction Process' for the L1 Bid Price determination. During reverse auction, the participating bidders shall input only the total cost that they have to offer. This amount shall be arrived at by the bidders themselves off-line.
 - d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
 - e) Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote of that bidder.
 - f) The bidder with lowest commercial bid at the close of online reverse auction will be declared as L1 bidder.
 - g) After the close of online reverse auction, the L1 bidder shall provide a commercial breakup of all the line items along with the working sheet to LIC within 3 business days (excluding Saturdays, Sundays and Holidays under NI Act. as applicable in Maharashtra), failing which LIC reserves the right to reject the bid.
 - h) The commercial figure quoted will be an all-inclusive figure including out of pocket expenses, traveling, boarding, permits and lodging, but excluding all applicable taxes such as local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc.
 - i) The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000 as amended from time to time, to participate in the Online Reverse Auction.
 - j) In case only one bidder is found eligible after technical evaluation , no reverse auction will take place. However, LIC reserves the right to negotiate price with the lone bidder. The price once finalized through online reverse auction or negotiation will be termed as the "approved price".
 - k) LIC will determine the Start Price and other parameters for the Reverse Auction –
 - a. on its own and / or
 - b. by evaluating the price band information available in the (indicative) commercial bids of the Eligible bidders
 - c. Based on the lowest quote received in the (indicative) commercial bids.
 - l) Based on the Total Cost of Ownership (TCO) declared by the Bidders during the Reverse Auction, the Bidders will be categorized as L1, L2, L3 etc. (In the ascending order, i.e. L1 being the Bidder with the lowest TCO, followed by L2 with the next lowest score and so on.)
 - m) **The bidder with the L1 Quote, post the Online Reverse Auction and Commercial evaluation will be declared L1 Bidder. However, if the prices discovered as a part of the Online Reverse Auction are felt to be unrealistic for the products offered or beyond LICs budget estimates, to give a fair chance to the bidder, LIC shall call the bidder along with the OEM for a price negotiation. Post this only, the commercial bid process will be termed as complete.**
 - n) The bidders are expected to broadly maintain the proportion of prices for various line items of Bill of Material, even when the total price has reduced in the auction. Any significant reduction in the cost of Expert Services /Professional Support/Training / OEM Services/Manpower deployment is not desired during reverse auction. LIC may require the bidder to justify and maintain reasonableness of cost of such items. LIC's decision in this matter shall be final and binding.
 - o) **The final outcome of the bidding process will be published on the LIC website.**

- p) The bid price shall be in Indian Rupees.
- q) The bidder would need to provide all costs in **Annexure-H** Commercial bid details.
- r) After the close of online reverse auction, the L1 bidder shall provide a commercial breakup of all the line items along with the working sheet to LIC within 3 days (excluding Saturdays, Sundays and Holidays under NI Act. As applicable in Maharashtra), failing which LIC reserves the right to reject the bid.
- s) In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid.
- t) The selected L1 bidder will be informed about the selection and the result will be notified on the LIC website www.licindia.in and the bidders are advised to visit the above website for any information in reference to this RFP.
- u) In the event the Bidder has not quoted or has omitted any product or service, then it will be deemed that the Bidder shall provide the same product and/or service at no additional cost to LIC.
- v) At the end of warranty period, the contract may be renegotiated as mutually agreed by both parties. The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.
- w) The bidder with the lowest quote at the end of the reverse auction process will become the successful bidder.

5.15 NOTIFICATION OF AWARD

After Online Reverse Auction, LIC will notify the successful bidder in writing, that its proposal has been accepted and send the Bidder the Contract Form and/or issue Purchase Order incorporating all terms and conditions between the two parties. The Bidder, in turn, has to confirm the acceptance for the Offer made by LIC through mail or registered letter.

a) Contracting

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

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

b) Signing of Contract/issue of Purchase Order

LIC may enter into a contract with the successful bidder and/or issue Purchase Order to the successful bidder, incorporating all clauses of RFP, all clarifications and the response to the RFP of the successful bidder.

5.16 PERFORMANCE GUARANTEE AND CONTRACTING

5.16.1 Performance Guarantee

The prospective bidder is required to furnish an EMD Bank Guarantee for 5% of the contract value as per the format in Annexure-C. No interest shall be payable on the EMD Bank Guarantee amount. The required PBG should be submitted to LIC within 15 days from the date of letter issued by LIC for selection as the “selected bidder / vendor”. The PBG shall be valid for a period of 42 months (including six months of claim period) from the date of submission of PBG to LIC. The PBG may be invoked for entire amount (or the portion as deemed fit by LIC to make good its losses) if the vendor backs-out of his obligations as per the contract, including refusal to execute PO or excessive delay in execution of Purchase order or vendor does not provide onsite / offsite support etc. required as per this RFP.

5.16.2 Failure to Submit Performance Bank Guarantee

If the bidder fails to submit the performance bank guarantee within 15 business days from the date of issue of letter of Intent to award the tender/contract, LIC shall have the right to terminate the tender/contract and seek damages from the bidder. The bidder shall be liable for any and all costs, expenses, losses, or damages incurred by LIC as a result of such failure to submit the performance bank guarantee. This shall be without prejudice to any other rights or remedies available to LIC under this RFP or at law.

5.16.3 Validity of Performance Bank Guarantee

The PBG shall be valid for the duration of the agreement/contract/purchase order and for any additional period of days as decided by LIC from the date of completion of the obligations specified in this tender. The PBG shall not be cancelled or withdrawn by the issuing bank during the validity period without the prior written consent of the LIC. The bidder shall be responsible for renewing the PBG if necessary, in accordance with the terms of this RFP. If the PBG is not renewed or if the PBG expires before the completion of the obligations specified in this RFP, LIC shall have the right to call upon the PBG for the full amount. This shall be without prejudice to any other rights or remedies available to the LIC under this RFP or at law.

5.16.4 Purchase Order

The notified Bidder will be issued a purchase order upon acceptance of the letter of intent to award the bid by LIC as per the terms and conditions of this RFP.

LIC reserves the right to issue the purchase order in compliance with:

- Provision of the CVC and Government of India on procurements
- General Financial Rules 2017 for contract management
- a. LIC reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the LIC.
- b. LIC, at all times, reserve the right to modify, include or exclude procurement of products under consideration in this RFP if it is to LIC's advantage to do so.

5.16.5 Issue of Purchase Order

Post submission of Performance Guarantee by the successful bidder, LIC shall issue a purchase order to the successful bidder, incorporating all clauses of RFP, all clarifications and the response to the RFP of the successful bidder.

6. TERMS AND CONDITIONS

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

6.1 PROJECT DURATION

The initial project duration will be for a period of **3 Years (36 months) from the date of Go Live with the services**.

The charges must be valid for duration of project and no enhancement will be permitted.

LIC reserves the right to terminate or reduce scope of services for convenience as per Clause 6.25.

6.2 OPTION TO EXTEND PROJECT DURATION AND SCOPE

The project duration may be extended by LIC for duration of 1 year each on mutually agreed terms and conditions. Any extension exercised in accordance with the purchase order takes effect from the end of the then project duration.

LIC may also avail services for additional mobile application and users as per business requirements.

6.3 SERVICES LOCATION

Delivered as Software As a Service (SaaS) on Meity Empanelled Cloud at Data Center in India.

6.4 GENERAL OBLIGATIONS OF THE PARTIES

The Selected vendor will, at all times:

- i. Act reasonably in performing its obligations;
- ii. Diligently perform their respective obligations' and work together with LIC in a collaborative manner.
- iii. The Vendor will supply the services:
 - a. With due skill and care and to the best of the Vendor 's knowledge and experience;
 - b. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, leading practice and guidelines;
 - c. Using the Specified Personnel;
 - d. In accordance with all applicable Laws;
 - e. In accordance with any reasonable directions in relation to the services to be provided by the vendor, given by LIC from time to time;

- f. So as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay;
- iv. The Vendor will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- v. The Vendor will be obliged to work closely with LIC's staff (if required), act within its own authority and abide by directives issued by LIC and undertake implementation activities.
- vi. The Vendor will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated.

6.4.1 Warranties

The Vendor will have to represent and warrant that:

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

6.4.2 Access to LIC's Premises

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

6.4.3 Conduct at LIC's Premises

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

6.5 SUBCONTRACTING

- a. NO Subcontracting is permitted for the scope of work to be provided to LIC pursuant to this RFP; however, the Bidder being a System Integrator is allowed to avail services of

OEM for meeting the Scope of Work under this RFP and its subsequent corrigendum/corrigenda.

- b. As per scope of the RFP, the subcontracting may be explicitly prohibited or permitted. If there is no mention of subcontracting in the RFP, Bidder has to obtain written permission from LIC before contracting any work to subcontractors and obtain LIC's authorization to sub-contract for areas in the scope of work to be provided to LIC pursuant to this RFP. LIC at its own discretion may permit or deny the same.
- c. The bidder is responsible for all the services provided to LIC regardless of which entity is conducting the operations. The contracting Vendor (bidder/system integrator) is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and LIC can obtain independent audit report for the same.
- d. The bidder should provide subcontracting details to LIC and if require, LIC may evaluate the same.

6.6 ASSIGNMENTS

The vendor will not be allowed to assign, in whole or in parts, its obligations under the Contract/RFP, to any other entity except to the OEM and with Corporation's prior express consent.

6.7 RFP AMENDMENTS

No variation in or modification of the terms of the RFP shall be made except by written amendment signed by both LIC and the vendor. Any changes in law, taxes and policies shall be governed through the provision of clause 6.14.

6.7.1 Change in constitution

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

6.8 MONITORING PROGRESS

6.8.1 Progress Meetings

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

6.8.2 Reporting

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

6.9 PERFORMANCE ASSESSMENT

6.9.1 Assessment of Services

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

6.9.2 Notice of non-compliant Services

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

6.9.3 Rectification of non-compliant Services

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

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

6.10 PERSONNEL

6.10.1 Use of Specified Personnel

- a) The Vendor will provide the Services or any part of the Services to which their particular experience relates, with the active involvement of, and using the skill of the Specified Personnel
- b) Ensure that each of the Specified Personnel is aware of and complies with the Vendor's obligations in providing the Services.

6.10.2 If the Specified Personnel are not available

Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the Vendor will notify LIC immediately.

The Vendor will:

- a) If requested by LIC, provide a replacement person of suitable ability and qualifications, having appropriate technical qualifications and experience equivalent or more than the replaced person, at no additional charge and at the earliest opportunity; and
- b) Obtain LIC's written consent prior to appointing any such replacement person.

6.10.3 LIC may Request Replacement of Personnel

LIC may at any time request the Vendor to remove from work any of the Specified Personnel. The Vendor must promptly arrange for the removal of such Personnel and their replacement.

6.11 INTELLECTUAL PROPERTY RIGHTS

6.11.1 Third Party Material

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

6.11.2 Rights in Vendor's Pre-existing IPR

All IPR including the existing documents and materials developed or otherwise obtained independent of the efforts of a party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that party.

During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the term of this Agreement.

Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Vendor should grant LIC a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to LIC as a part of the service or deliverables only for its internal business operations.

Under such license, either of the parties will have no right to sell, assign or transfer the pre-existing work of the other party to a Third Party. LIC's license to pre-existing work is conditional upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with LIC at the conclusion of performance of the services.

6.11.3 IPR Warranty

The Vendor will warrant that:

- a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- b. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 6.11.

6.11.4 Remedy for breach of warranty

If someone claims, or LIC reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Vendor will, in addition to the indemnity under clause 6.15 and to any other rights that LIC may have against it, promptly, at the Vendor's expense:

- a. Use its best efforts to secure the rights for LIC to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- b. Replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.
- c. The Vendor will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Vendor's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC.
- d. LIC shall not be held liable for and would be absolved of any responsibility or claim/litigations arising out of the use of any third party software or its components or modules supplied by the bidder in terms of requirements of this RFP.

6.11.5 Patent Rights and other litigation costs

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

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

6.12 MORAL RIGHTS

6.12.1 Obtaining consents

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

- i. give, where the Vendor is an individual; and
- ii. Use its best endeavours to ensure that each of the Personnel used by the Vendor in the production or creation of the Contract Material gives, genuine consent in writing, in a form acceptable to LIC, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

6.12.2 Specified Acts

In this clause, Specified Acts means:

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

6.13 PAYMENT TERMS

6.13.1 Change in Tax structure at the time of actual invoicing:

While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of the quotation/rates shall be borne by LIC, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to LIC in its favour. This will remain applicable throughout the project tenure.

6.13.2 Payment Terms & Conditions

- a. Payment for the actual transactions will be made **quarterly in arrears for actual no of Active Annual Users**.
- b. Payment for the one time Implementation, Configuration & Training items (Item 2 and 3) will be upon the Successful deployment and post 30 day of go live of application.
- c. Bidder will not be entitled to charge any additional cost on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc. during the initial implementation or on further troubleshooting support services.
- d. No advance payment or interest will be made by LIC. Payment for the actual successful transactions will be made quarterly in arrears.
- e. Payments will be made only on vendor completing all activities as per the agreed project plan and phase completion sign off for the same from LIC.

- f. LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines.
- g. LIC shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties and applicable taxes at source from the agreed price to the selected Vendor.
- h. The payment will be released by the LIC, Central Office. Payment related objections, if raised after 3 months from the date of release of payment, would not be entertained. Such objection must be raised in writing.
- i. The vendor is also duty bound to report to LIC about any short recovery of taxes, cess, etc. at source. Such reporting to LIC should also happen at the earliest. In case, vendor fails to inform LIC about such short recoveries of tax, cess, etc. at source, LIC will have the right to recover all short recoveries of tax, related cess and surcharges, interest and penalties as per the demand note of Income Tax dept. or any other govt. body or regulator.
- j. LIC will not consider any other payment terms even if it is mentioned in the bidder's proposal.
- k. The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Vendor OR from performance Bank Guarantee.

Following documents will be required to be submitted for release of payment:

- i. Invoice printed on Vendor 's own letterhead (with reference of Purchase order, description of goods/ services delivered, quantity, unit price, total amount).
- ii. Proof of payment of Goods & Services Tax (wherever applicable).
- iii. Sign-off from LIC for delivery of services.
- iv. No other payment of any kind will be made other than the Contract Value.
- v. Expenses: It may be noted that LIC will not pay any amount/ expenses/ charges/ fees/ travelling expense/ boarding expenses/ lodging expenses/ conveyance expenses/ out of pocket expenses/cloud hosting expenses other than the –Agreed Contract Value.

6.13.3 Obligation to pay

LIC will pay to the Vendor for the deliverables & Services, subject to:

- a. Subject to the clause 6.13; and
- b. The deliverables & Services meeting the SLA.

6.13.4 Liquidated Damages

The delivery of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the systems and/or Services, the Vendor shall promptly notify LIC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor 's notice, LIC shall evaluate the situation and

may, at its discretion, extend the Vendor 's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

If the bidder fails to deliver and install the Solution or to perform the services within the time period(s) specified in the contract, LIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price (as mentioned for the Performance Guarantee) for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price.

There shall be a penalty for non-adherence to the time schedule as per Service Level Agreement. The total penalty will be capped at 10 % of the total contract value. Once the maximum deduction is reached, LIC may consider termination of the Agreement.

6.13.5 Incorrect Invoices, under/over Payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or over payment will be recoverable by or from the Vendor, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by LIC to the Vendor under the contract.

6.13.6 Due Date for Payment

LIC will make payment of a correctly rendered invoice on undisputed work within 30 working days after receiving the invoice.

6.13.7 Expenses

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

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

6.14 PRICES AND TAXES

6.14.1 Prices

Prices payable to the vendor will be fixed as derived from the submitted L1(lowest) quote and will be exclusive of GST. Prices once fixed will be valid throughout the entire contract period of three years.

Escalation of Costs: The vendor will in no circumstance be entitled to any escalation of costs or price of any material / items supplied or services tendered under the contract for the first 3 years.

The prices will not be subject to variation on any account during this duration.

6.14.2 Taxes and Duties

Vendors will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST, incurred until delivery of the contracted services to LIC.

Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.

Prices quoted **should be exclusive of GST (Central / State Government taxes/duties and levies)** but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc.

The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified separately. **GST will be reimbursed at actual.**

All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

6.14.3 Deduction of Taxes at Source

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

6.15 INDEMNITY

6.15.1 Subject to Clause 6.15.2 below, Vendor will undertake to indemnify LIC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including LIC) attributable to the Vendor's negligence or wilful default in performance or non-performance under the contract. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, trade secret or Indian patents of any third party, Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:

- a. LIC 's misuse or modification of the service;
- b. LIC 's failure to use corrections or enhancements made available by the Vendor;
- c. LIC 's use of the Service in combination with any product or information not owned or developed by Vendor;
- d. LIC 's distribution, marketing or use for the benefit of third parties of the Service; or

- e. Information, direction, specification or materials provided by LIC or any third party contracted to it.

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

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

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

6.15.2 The indemnities set out in Clause 6.15.1 shall be subject to the following conditions:

- i. LIC as promptly as practicable informs the Vendor in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii. LIC will, at the cost of the Vendor, give the Vendor all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;
- iii. If the Vendor does not assume full control over the Defence of a claim as provided in this Article, the Vendor may participate in such Defence at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the vendor;
- iv. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Vendor;
- v. All settlements of claims subject to indemnification under this Clause will:
 - a. Be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vi. LIC will account to the Vendor for all awards, settlements, damages and costs (if any) finally awarded in favour of LIC which are to be paid to it in connection with any such claim or proceedings;
- vii. LIC will take steps that the Vendor may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii. in the event that the Vendor is obligated to indemnify LIC pursuant to this Article, the Vendor will, upon payment of such Indemnity in full, be subrogated to all rights

and defences of LIC with respect to the claims to which such indemnification relates; and

- ix. if a Party makes a claim under the indemnity set out under Clause 6.15.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

6.16 LIABILITY

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

The bidder's aggregate liability in connection with obligations, undertaken as a part of this project regardless of the form or nature of the action giving rise to such liability, shall be limited to the Total Cost of Ownership (TCO) of the project. The bidder's liability in case of third-party claims against the LIC resulting from breach of confidentiality, Wilful Misconduct or Gross Negligence of the bidder, its employees and subcontractors or from third party claims resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights shall be unlimited.

6.17 NORMALISATION OF BID

LIC, at its discretion, will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible, to ensure that Bidders are more or less on the same technical ground. After the normalization process, if LIC's technical evaluation team feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids, LIC may at its discretion ask all the technically short-listed Bidders to resubmit incrementally or totally the technical and commercial bids once again for scrutiny or to bid in the ORA accordingly based on the outcome of normalization process. LIC can repeat this normalization process at every stage of technical submission or before the commercial evaluation till LIC is satisfied. By responding to this RFP, the Bidders have agreed that they have no reservation or objection to the normalization process and all the bidders shortlisted for technical proposal evaluation will agree to participate in the normalization process and extend their cooperation to LIC during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

LIC reserves the rights to add, delete, or modify requirements /components/technical parameters/specifications at any time during the bid process, without assigning any reasons

whatsoever and without being required to intimate the bidder of any such change. During technical evaluation LIC may decide not to procure some components, in such circumstances the price of such components would not be considered for commercial evaluation. LIC may at its discretion when so needed, require all or few of the bidder/OEM to do a workingPoC at no cost to LIC for duration of 3 months to assess the commercial implication of their proposal.

6.18 CONFIDENTIALITY AND PRIVACY

6.18.1 Confidential Information not to be disclosed

Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding firms or their representatives or to any other persons not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its proposal.

The Bidder including but not limited to its personnel, its partners, agents and associates is bound by the conditions of the Non-Disclosure Agreement submitted by the Bidder in response to the RFP before release of purchase order by LIC.

During the execution of the project, the successful bidder will have access to confidential information of LIC such as servers, applications, network design, and architecture etc. The bidder shall use the same degree of care to maintain the confidentiality of the information as if the information is their own and shall not disclose at any point of time to any other person/third party the information so received. The bidder will:

- i. Use the information only for serving LIC's interest and restrict disclosure of information solely to their employees on a need to know basis in order to accomplish the purpose stated in this RFP,
- ii. Advise each such employee, before he or she receives access to information, of the obligation of bidder under this agreement and require such employees to honour these obligations. The Bidder will treat as confidential all data and information about LIC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of LIC.

Violation of NDA will lead to forfeiture of performance Bank guarantee and additionally will lead to legal action and blacklisting.

6.18.2 Exceptions to obligations

The obligations on the parties under this clause 6.18 will not be taken to have been breached to the extent that Confidential Information:

- a) is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract;
- b) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;

- c) is disclosed by LIC;
- d) is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/ Assembly;
- e) is authorized or required by law, including under the contract, under a license or otherwise, to be disclosed; or
- f) Is in the public domain otherwise than due to a breach of this clause 6.18.
- g) Lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential;
- h) Independently developed by the Recipient without use or reference to such Confidential Information.

6.18.3 Obligations on disclosure

Where a party discloses Confidential Information to another person:

- a. Pursuant to clauses a) and b) of 6.18.2 above, the disclosing party must: notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or
- b. Pursuant to clauses c) and d) of 6.18.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

6.18.4 Additional confidential information

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

6.18.5 Period of confidentiality

The obligations under this clause 6.18 continue, notwithstanding the expiry or termination of the contract:

- a. Any item of information, for the contract period and one year thereafter; and

- b. In relation to any information which the parties agree in writing after the date of the contract is to constitute Confidential Information for the purposes of the contract, for the period agreed by the parties in writing in respect of that information

6.19 PROTECTION OF PERSONAL INFORMATION

6.19.1 Application of the clause

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

6.19.2 Obligations

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

6.20 CONFLICT OF INTEREST

6.20.1 Warranty that there is no conflict of interest

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

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

6.20.2 Notification of a conflict of interest

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

6.20.3 Ambiguities within the Document

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

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

6.20.4 Roles and responsibilities

Role of LIC

- a. Providing required inputs for the service enablement.
- b. Payment as per schedule.
- c. Monitoring and reviewing as per RFP.

Role of Vendor

- a. To ensure that the services are delivered as per scope of work and time lines are adhered to.
- b. Regular monitoring, MIS to LIC regarding progress of project.
- c. Proper liaison with LIC officials for smooth implementation of project.

6.20.5 Disqualifications:

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

- a. Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements;
- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c. Submitted a proposal that is not accompanied by required documentation or is nonresponsive;
- d. Failed to provide clarifications related thereto, when sought;
- e. Submitted more than one Proposal;

- f. Been declared ineligible by the Government of India/State/UT Government/ PSUs for corrupt and fraudulent practices or blacklisted.
- g. Submitted a Proposal with price adjustment/variation provision.

6.21 SECURITY

The selected Bidder must ensure the security of the application and the data throughout the project lifecycle. The System should be compliant with the latest IT Act and Security Guidelines issued by Govt. Agencies. The outcome of this task must include, but not limited to, the following information on:

- a. Approach to establishing and maintaining security responsibility and accountability
- b. Granting or restricting access to all the application and data, auditing security events, auditing security configurations and changes, generating security reports, and monitoring the application for vulnerabilities and intrusions.
- c. Managing user creation, assignment of new User ID (User Identification)/password/personal identification numbers (PINs), role assignments, and activity monitoring.
- d. Compliance, including the approach to maintaining compliance with law, standards, best practices and LIC's enterprise security requirements.

6.21.1 Compliance with LIC requirements / Regulatory Compliance

The Vendor will ensure that its Personnel comply with:

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

6.21.2 Security clearance

LIC may, from time to time, notify the Vendor of the level of security or access clearance applicable to the Vendor's Personnel, and the date from which, or the period during which, that clearance will be effective and the Vendor must comply with and ensure its Personnel act in accordance with that notice.

6.22 Removal of LIC Data

The Vendor will ensure removal and erasure of the LIC Data in its entirety when so required by LIC or upon the termination of the engagement and will provide a third party audit report of the same as confirmation of removal of LIC Data .

6.23 FORCE MAJEURE OR UNFORESEEN EVENTS

6.23.1 Occurrence of unforeseen event

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

6.23.2 Notice of unforeseen event

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

6.23.3 Termination

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

6.23.4 Consequences of termination

If the Contract is terminated:

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

6.24 DISPUTE RESOLUTION

SETTLEMENT OF DISPUTES, ARBITRATION:

- 1) Any dispute and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of work (whether during the progress of the work or after its completion and whether before or after determination, abandonment or breach of contract) shall be referred through Contract Executing Authority to a three members committee to be constituted by LIC of India. All disputes / representations are to be placed before the committee and the committee after due diligence and hearing both the parties will submit the report to LIC of India. The report will be shared with contractually agreed parties for their acceptances / non-acceptance. In case of non-acceptance by any of the party, the matter shall be referred to the arbitration tribunal which will be constituted by ED (IT) only after receipt of specific request from either of the aggrieved party. The arbitration tribunal prescribed herein above with shall comprise of a three members Arbitral Tribunal, one of each will be appointed by either party and both the appointed Arbitrator by either party will appoint the 3rd Arbitrator who will act as a Presiding Arbitrator. The processing of arbitration will be as per Arbitration and Conciliation Act 1996 or any statutory modifications or Amendment to it from time to time.
- 2) Any disputes or differences that the employer may have with the contractor shall also be referred to Arbitration.
- 3) All disputes between the parties to the contract (other than those for which the decision of the Chief-IT or any other person is by the contract expressed to be final & binding i.e. issues pertaining to EXCEPTED MATTERS) shall after written notice by either party to the contract to the other of them be referred.
- 4) If the arbitrator so appointed resigns his appointment or vacates his office or is unable or unwilling to act due to any reason whatsoever, the appointing authority shall appoint a new arbitrator in his place.
- 5) The Arbitral Tribunal shall determine all matters in disputes other than EXCEPTED MATTERS as below:
 - a. Scope of Work
 - b. Technical and Functional Specifications
 - c. Discrepancies (varying or conflicting provisions among documents, agreement).
 - d. Suspension or discontinuation of work
 - e. Acceptance of deliverables

In the above EXCEPTED MATTERS, the decision of the Executive Director (IT) will be final, conclusive and binding on the parties hereto and shall be without appeal.

- 6) The references to arbitration by contractor on the matter of withholding by the Employer the certificate for interim payment can take place during the currency of the contract. However, on other kinds of disputes, unless both the parties agree in writing, reference of such disputes to arbitration shall not take place until after

the completion or alleged completion of the work or termination or determination of contract.

- 7) It is a term of the contract that the person invoking Arbitration shall state the facts supporting his claim, the points at issue and the relief or remedy sought.
- 8) It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claims within 120 days of receiving the intimation from the Corporation that the final bill is ready for payment, the claims if any received after 90 days period shall be absolutely barred from reference to the Arbitrator.
- 9) The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or Amendment to it from time to time.
- 10) In all cases Arbitration shall give separate award for each dispute or difference referred to him. The Arbitration shall decide each dispute in accordance with term of the contract and give a reasoned award. The venue of arbitration shall be in accordance with Arbitration Act. However, it may preferably be at L.I.C. of India, Central Office or Place of Work Site in Mumbai only.
- 11) The work under contract shall continue during the Arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- 12) The Arbitration is deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- 13) Any fees payment/ reimbursements payable to the Arbitrator shall be shared equally by both the parties.
- 14) The bidder hereby also agrees that Arbitration under this Clause shall be a condition precedent to any right of action in Law Courts under the Contract.
- 15) No interest will accrue on any amount during the arbitration proceedings.
- 16) Any legal dispute will come under the sole jurisdiction of Mumbai High Court Only.
- 17) Any information or documents disclosed by a party under this clause must be kept confidential and may only be used to attempt to resolve the dispute.

6.25 TERMINATION

6.25.1 Right to terminate

If Vendor fails to comply with the clause 6.9 for Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract immediately by giving the Vendor written notice of 30 days.

6.25.2 Termination and reduction for convenience

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

6.25.3 Termination by LIC for default

Notwithstanding what has been stated in clause 6.4 of this Agreement LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the purchase order in whole or part if the Vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Vendor fails to perform any other obligation(s) under the RFP.

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

6.25.4 Termination for Insolvency

LIC may at any time terminate the Contract by giving written notice to the Vendor, if the

Vendor becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC.

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

6.25.5 After termination

On termination of the contract the Vendor must:

- a. Stop work on the Services;
- b. deal with LIC Material as directed by LIC; and
- c. return all LIC's Confidential Information to LIC

6.25.6 Survival

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

- a) Clause 6.11 (Intellectual Property Rights);
- b) Clause 6.11.3 (IPR Warranty)
- c) Clause 6.15 (Indemnity);
- d) Clause 6.18 (Confidentiality and privacy);
- e) Clause 6.19 (Protection of personal information);
- f) Clause 6.21 (Security);
- g) Clause 6.25.9 (Knowledge transfer)

6.25.7 Severability

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

6.25.8 Termination does not affect accrued rights

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

a. Consequences of Termination of the Selected Bidder:

In the event of termination of the selected bidder(vendor) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be

obliged to comply with and take all available steps to minimize loss resulting from that termination/breach.

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

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

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

b. Business continuity beyond contract period

At the end of the contract period the vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for business continuity. Vendor will provide an export facility to obtain the data /knowledge in a usable format.

6.25.9 Knowledge transfer

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

- a) Transferring or providing access to LIC to all information stored by whatever means held by the Vendor or under the control of the Vendor in connection with the contract; and
- b) Making Specified Personnel and Vendor Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions will be at the sole discretion of LIC, provided that any matter discussed is not considered to reveal any Commercial-in- Confidence' information of the Vendor.
- c) The Parties agree that duration of Knowledge transfer shall in no event exceed for more than the project duration.

6.26 NOTICES AND OTHER COMMUNICATIONS

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

6.26.1 Service of notices

A Notice must be:

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

LIC's Address for notices:

Executive Director (IT/DIGITAL TRANSFORMATION)
Life Insurance Corporation of India,
Central Office, IT Department,
6th Floor, West Wing, "Yogakshema",
Nariman Point, Mumbai – 400021.

Notices served at any address other than above shall not be treated as served or delivered. The successful bidder shall provide the contact details of their officials for similar communication from LIC.

6.26.2 Effective on receipt

A Notice given in accordance with the contract takes effect when it is taken to be received (or at a later time specified in it) and is taken to be received:

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

6.27 MISCELLANEOUS**6.27.1 Varying the Contract**

The contract may be varied only in writing signed by each party.

6.27.2 Approvals and consents

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

6.27.3 Assignment and Novation

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

6.27.4 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to the contract and any transaction contemplated by it.

6.27.5 Waiver

Waiver of any provision of or right under the contract:

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

6.27.6 Relationship

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

6.27.7 Announcements

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

6.27.8 Governing law and jurisdiction

The contract shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction specified in an item of the RFP/Contract details and hence any legal dispute will come under the jurisdiction of Mumbai High Court Only.

6.28 PERFORMANCE GUARANTEE

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

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

In the event of any contract amendment the Vendor shall within seven days of receipt of such amendment furnish the amendment to the Performance guarantee rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including warranty obligations.

6.29 VERIFICATION

LIC reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

6.30 SUPPORT TO BE PROVIDED BY LIC

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

Subject Matter Expert (SME) shall provide information / FAQ regarding services and Business Requirements.

- a. The aspirations / expectation of the system which is planned to be procured
- b. Setup meeting with stakeholders in the project.
- c. Make available any earlier reports or information available with LIC that is relevant.

6.31 POWERS TO VARY OR OMIT WORK

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by LIC.

LIC shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract.

6.32 RIGHT TO AUDIT

The Selected Bidder (Service Provider) may be subject to annual audit by internal/ external Auditors appointed by the LIC / IRDAI or any regulatory authority.

6.33 Privacy and Security Safeguards

- i. The bidders must ensure to report forthwith in writing of information security breaches to the Bidder by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information.
- ii. The bidders need to ensure to treat information passed on to them under the agreement with the bidder as classified. Such Information will not be communicated / published / advertised by the CSP to any person/organization without the express permission of the bidder.

6.34 Confidentiality

The bidders must ensure that

- a) The CSP/Service Provider shall execute non-disclosure agreements with the bidder with respect to this Project. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - i. information already available in the public domain;

- ii. information which has been developed independently by the Service Provider;
- iii. information which has been received from a third party who had the right to disclose the aforesaid information;
- iv. Information which has been disclosed to the public pursuant to a court order.

The Subcontractors will be permitted to obtain project specific data only to deliver the services the CSP has retained them to provide and will be prohibited from using project specific data for any other purpose. The CSP remains responsible for its subcontractors' compliance with CSP's obligations under the Project.

6.35 VALIDITY OF AGREEMENT

The Agreement/ SLA will be valid for the initial period of 3 Years. LIC reserves the right to terminate or extend the Agreement as per the terms of RFP/ Agreement and as extended as per provision of this RFP.

6.36 Compliance to Rule 144 (xi) in GFRs 2017

Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India.

Bidder to submit a Declaration as per Annexure D provided.

(This space is left intentionally blank)

7. SCOPE OF WORK

The scope of work for this RFP includes selecting an eligible technical service provider to deliver a robust, ready-to-use SDK Based Runtime Application Self-Protection (RASP) & Mobile API Security solution. The provider will be tasked with delivering a solution that integrates seamlessly into our diverse application ecosystem, enabling developers to embed runtime self-protection capabilities. The solution should be versatile and compatible with various programming languages and frameworks commonly used in our environment. The selected vendor will be expected to enhance the security of our applications by incorporating adaptive and dynamic self-protection features.

One critical issue that the SDK Based RASP & API Security solution must address is the misuse of APIs by third-party applications when user IDs and passwords are shared by agents with such applications. The SDK Based RASP & API Security solution must include mechanisms to ensure that API access is only granted to trusted applications and sources. Even when user credentials are compromised, the solution should prevent unauthorized access.

The proposed SDK Based RASP & API Security solution should offer a range of security functionalities, including but not limited to protection against injection attacks, cross-site scripting, and other common application-layer threats. It should provide developers with easy-to-use APIs and libraries for incorporating security controls without compromising the agility and performance of our applications. Additionally, the solution should integrate seamlessly with existing development workflows and support continuous integration/continuous deployment (CI/CD) practices. The bidder is expected to provide thorough documentation and training resources to ensure a smooth integration process and effective utilization of the solution by our development teams.

Scalability and flexibility are key considerations for this RFP. The SDK Based RASP & API Security solution should be scalable to accommodate the evolving nature of our application portfolio. The vendor should outline how the solution can be effectively applied across various application types, both on-premises and in cloud environments. Compatibility with different operating systems and deployment models is crucial to ensure the solution meets the diverse needs of our organization. Bidders are encouraged to provide information on their experience with security solutions and demonstrate how their offering can adapt to the evolving threat landscape and technological advancements.

Evaluation criteria for selecting the vendor will include the comprehensiveness of the SDK Based RASP & API Security solution, ease of integration, developer-friendly features, scalability, and the overall value proposition as mentioned in Annexure K (Technical Requirement Annexure).

7.1 SERVICE LEVEL AGREEMENT (SLA)

7.1.1 Service Level Objectives

- A. Availability
- B. Performance
- C. Security
- D. Support Channel- Incident and Helpdesk

A. Availability:

Availability may be described as the quality of being accessible and usable upon demand by an authorized entity. It is a key service level objective, since it describes whether the cloud service is actually usable / functioning. It is typically necessary to specify numeric values for availability for the service consumer to identify which services/resources are to be monitored under availability and indicate the measure of availability.

B. Performance:

This aspect covers the common service level objectives that relate to the performance of the solution for the desired requirements.

C. Security:

Security incidents could consist of any kind of Malware attacks / Denial of services / Intrusion and any kind of security breach including data theft/ loss/ corruption. Security being one of the most important aspects would be governed by stringent standards. All security incidents leading to disruption in availability of the Service would be penalized heavily.

D. Support Channel- Incident and Helpdesk:

Support is an interface made available by the Service provider to handle issues and queries raised by the service consumer. The parameters to measure the performance of the support service does include responsive and timely resolution and reporting of the issues.

Table A: SLA Matrix

Severity	Details	Service Levels	Response Time	Resolution Time
Minor Errors	Issue doesn't affect the Business and Functionality of the Solution	L-1	8 Hours	24 Hours
Technical Errors	Issue affects the Business and Functionality of the Solution	L-2	4 Hours	8 Hours
High Impact on BAU(Business As Usual)	High impact on the Business	L-3	2 Hours	4 Hours

7.1.2 Uptime Levels

LIC expects that the Bidder shall be bound by the Service Levels described in this document. The Bidder shall abide by the "Service Levels" with LIC covering all terms and conditions of this RFP while providing the service support.

The maximum penalty in a given year on all the occasions put together shall not exceed 10% of the annual payments due and exceeding the limit is liable to cancellation of the contract.

If the successful bidder/vendor fails to meet the Service Levels within the Target

Time limit as specified, the Purchaser shall without prejudice to its other remedies under the Contract, deduct the amount from the Contract value, as liquidated damages.

The successful bidder must enter into service level agreement with LIC and SLA should cover the following:

- i. Bidder will have to guarantee a minimum uptime of 99% calculated on a monthly basis. Application (As whole/any module of the Application) availability will be 99% on 24x7x365.
- ii. The penalty will be calculated as per the details given below.
 - a. **Uptime percentage**- 100% less Downtime Percentage
 - b. **Downtime percentage**- Unavailable Time divided by Total Available Time, calculated monthly basis.
 - c. **Total Available Time**- 24 hrs. Per day for seven days a week excluding planned downtime.
 - d. **Unavailable Time**- Time involved while the solution is inoperative or operates inconsistently or erratically or with unacceptable performance (response time).

Table B: Calculation of Penalty	
Uptime Percentage	Penalty Details
99% and above	No Penalty
<99% up to 98%	1% of the Annual Total Cost
<98% up to 97%	2% of the Annual Total Cost
<97%	5% of the Annual Total Cost
<95%	10% of the Annual Total Cost

The uptime percentage would be calculated on a monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 10% of the bill and thereafter, LIC has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99% for three (3) consecutive quarters, LIC may have the right to terminate the contract. In case if there are no pending invoices to be paid by LIC to the vendor, the vendor has to submit a pay order/ cheque payable at Mumbai in favour of Life Insurance Corporation of India for the same within 15 days from the notice period from LIC. LIC reserve the right to recover the penalty due amount from the performance bank guarantee also.

7.2 Penalties

The bidder must strictly adhere to the implementation schedule, as specified in this document and also specified in the contract, executed between the Parties for performance of the obligations, arising out of the contract and any delay in completion of the obligations by the Bidder will enable LIC to resort to any or both of the following:

- a) Claiming Liquidated Damages.
- b) Termination of the service agreement fully or partly and claim liquidated damages.

7.3 Pre-Contract Integrity Pact

This RFP is issued on the condition that only those bidders who submit a signed Pre-Contract Integrity Pact to LIC on a stamp paper of INR 500/- (Rupees Five Hundred Only) would be eligible to participate in the bidding. The "Pre-Contract Integrity Pact" as per Annexure - I is to be submitted.

As per CVC Circular No 015/VGL/091 dated 14.06.2023 of Standard Operating Procedure (SOP) for Adoption of Integrity Pact under clause No 2.02/2.04 provides "Integrity pact, in respect of a particular contract, shall be operative from the date of IP is signed by both the parties till the completion of contract. After award of work, the IEM shall look into any issue relating to execution of contract, if specifically raised before them." To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP). The pact essentially envisages an agreement between the prospective bidders/vendors and LIC committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure I.

Signing of the Integrity Pact with LIC would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process.

Executive Director (IT/DIGITAL TRANSFORMATION)

ANNEXURE A: COVERING LETTER WITH CORRESPONDENCE DETAILS

To be submitted on Bidder's Letterhead

To,
The Executive Director (IT/DIGITAL TRANSFORMATION),
Life Insurance Corporation of India, Central Office,
Information Technology - DT Department, 2nd Floor, South Wing,
"Jeevan Seva Annexe", Santacruz (W), S.V.Road, Mumbai – 400054.

<Location, Date>

Dear Sir,

We, the undersigned, hereby submit our response to the RFP Ref: LIC/CO/IT/PORTAL/2024-25/RFP/RASP as per requirements and scope mentioned in this RFP document.

Our correspondence details with regard to this RFP are:

S.No	Information	Details
1	Name of the Contact Person	<Insert Name of Contact>
2	Address of the Contact Person	<Insert Address>
3	Name, designation and contact, address of the person to whom, all references shall be made, regarding this RFP.	<Insert Name of Contact>
4	Telephone number of the Contact Person.	<Insert Phone No.>
5	Mobile number of the Contact Person	<Insert Mobile No.>
6	Fax number of the Contact Person	<Insert Fax No.>
7	Email ID of the Contact Person	<Insert Email.>
8	Corporate website URL	<Insert Website URL.>

We are here by submitting our Request for Proposal. We understand you are not bound to accept any Proposal you receive.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favours our company in the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project.

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[Bidder's Name with seal+

<Applicant's Name with seal>

Name: <<Insert Name of Contact>>

Title: <<Insert Name of Contact>> Signature: <<Insert signature>>

ANNEXURE B: DETAILS OF THE BIDDER'S OPERATIONS

To be submitted on Bidder's Letterhead

SI No.	Information Sought	Details to be Furnished
1	Name and address of the Bidder	
2	Incorporation status of the firm (Public limited/private limited, etc.)	
3	Year of Establishment	
4	Date of registration	
5	ROC Reference No.	
6	Details of company registration	
7	Details of registration with Appropriate authorities for service tax	
8	Name, Address, email, Phone nos. And Mobile Number of Contact Person	
9	Recent Awards and Recognitions	
10	Website	
11	Turnover/Revenue (2023-2024)	
12	Profits (2023-2024)	
13	Net worth (2023-2024)	
14	Information Security Certification ISO 27001:2013 Sl No and validity date , Enclose Copy of Certification.	
15	OEM Details	

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____ 2024.

ANNEXURE C: BID SECURITY DECLARATION

(Notarized on stamp paper of INR 500/-)

RFP Ref: LIC/CO/IT/PORTAL/2024-25/RFP/RASP

Date:

To,
The Executive Director (IT/DIGITAL TRANSFORMATION),
LIC of India, Central Office,
2nd Floor, Jeevan Seva Annexe,
Santacruz (W), S V Road,
Mumbai - 400 054

Sir,

I/We understand/declare that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - i. fail or reuse to execute the contract, if required, or
 - ii. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- i. the receipt of your notification of the name of the successful Bidder; or
- ii. Thirty days after the expiration of the validity of my/our Bid.

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____ 2024.

ANNEXURE D: FORMAT FOR NON-BLACKLISTING/NON-LITIGATION/LAND BORDER CLAUSE

To be submitted on Bidder's Letterhead

Eligibility Criteria (Pre-Qualification)	Bidder should not have any litigation against LIC or any other organizations which may materially impact the bidders' responsibility to implement the scope of this RFP
	Blacklisting Bidder should not have been blacklisted or debarred by Govt. of India and/or any State Government and/or any Central/State PSU at the time of bid submission date

Details of Litigation(s)

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

1. Party in dispute with :
2. Year of initiation of dispute:
3. Detailed description of dispute:
4. Resolution / Arrangement arrived at (if concluded) :
(B) Under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid. YES / NO
C) I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. I certify that this bidder/OEM is not from such a country or, if from such a country, has been registered with the competent authority, I certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

Bidder:

Signature:

Name and Address:

Date:

ANNEXURE E: ELIGIBILITY CRITERIA

A.1 Compliance to Eligibility Criteria:

Bidder's Eligibility Criteria and Submission Requirements and Format

- a. Bidders meeting the following criteria are only eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.
- b. Bidder must make the payment towards the Bid Fee and the EMD as eligibility submission unless exempted.
- c. Non-compliance to any of the eligibility bid requirements will result in the rejection of the Bid.
- d. Please provide your compliance, below each mentioned item and also reference to the Page Number of submissions for the supporting documents and references.
- e. The bidder's response to the required capabilities, including all mandatory requirements specified in Annexure K (Technical Requirement Annexure), must be strictly compliant. Any non-compliance with mandatory requirements will result in disqualification based on the eligibility criteria. Bidders who provide a "No" response to any mandatory requirement will be disqualified during the eligibility evaluation phase.

Table A: Eligibility Criteria

#	Criteria	Documents to be submitted	Bidders Compliance
For Bidder			
1	<p>Bidder has to be a Legal Entity:</p> <p>Any of the following:</p> <ul style="list-style-type: none"> i. Company incorporated in India under the Companies Act 1956/2013 and subsequent amendments there to or ii. Registered as a partnership firm (registered under the Partnership Act, 1932) or iii. A limited liability partnership (under the Limited Liability Partnership Act, 2008) in India. or iv. Companies registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date or v. Start-up company recognized from the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) 	<ul style="list-style-type: none"> a. Copy of Certificate of Incorporation and/or b. Copy of Certificate of LLP Identification and/or c. Copy of Registration Certificate and/or d. Copy of MSME/UDYAM Certificate and/or e. Proof of being registered as Start up as per Department of Industrial Policy and Promotion (DIPP), under the Union Ministry for Commerce and Industry notifications (for Start-ups only). 	<p>Mention Nature of Entity, Date of Incorporation.</p> <p>MSME/UDYAM/ Start-up Certificate (if applicable)</p>
2.	Bidder must be Registered with the Tax Authorities	Copy of PAN & GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.	<p>PAN No:</p> <p>GSTIN No:</p> <p>Enclose Copy of PAN /GSTIN.</p>
3.	Bidder should not have been debarred / black-listed by Indian Government/PSU/Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Self-declaration to this effect on the company's letterhead should be submitted. (Refer Annexure D)	

Table A: Eligibility Criteria

#	Criteria	Documents to be submitted	Bidders Compliance
4.	Bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted. (Refer Annexure D)	
5.	Bidder must be an Indian OEM/OSD (Original Equipment Manufacturer /Original Software Developer)/ SI (Service Integrator). The solution must be a Make in India product as per Preference to Make in India. Guidelines on Public Procurement (Preference to Make in India), Order)	OEM/OSD/SI Submission.	
7	Bid Securing Declaration	As per Annexure C	
8	The Solution is to be provisioned as Software as a Service on MEITY Empanelled Data Center. There should be no requirement / dependency on procurement of License for any Proprietary Commercial Software, Licensed Database or Framework) for deployment at LIC.	Bidder Submission with Solution Architecture and Software Components.	
9	Compliance : a. ISO 9001 b. ISO 27001:2013 OR ISO 27001:2017 OR ISO 27001:2018 OR ISO 27001:2022	Valid Documentary Evidence Submission.	
10	Pre Contact Integrity Pact	Signing of the Integrity Pact with LIC as per Prescribed Format. (As per Annexure I)	

Additional Eligibility for OEM/OSD

Table A: Eligibility Criteria

#	Criteria	Documents to be submitted	Bidders Compliance
1	<p>OEM has to be a Legal Entity:</p> <p>Any of the following:</p> <ul style="list-style-type: none"> i. Company incorporated in India under the Companies Act 1956/2013 and subsequent amendments there to or ii. Registered as a partnership firm (registered under the Partnership Act, 1932) or iii. A limited liability partnership (under the Limited Liability Partnership Act, 2008) in India. or iv. Companies registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date or <p>Start-up company recognized from the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion)</p>	<ul style="list-style-type: none"> a. Copy of Certificate of Incorporation and/or b. Copy of Certificate of LLP Identification and/or c. Copy of Registration Certificate and/or d. Copy of MSME/UDYAM Certificate and/or <p>Proof of being registered as Start up as per Department of Industrial Policy and Promotion (DIPP), under the Union Ministry for Commerce and Industry notifications (for Startups only).</p>	
2	<p>OEM should not have been debarred / black-listed by Indian Government/PSU/Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.</p>	<p>Self-declaration to this effect on the company's letterhead should be submitted. (Refer Annexure D)</p>	
3	<p>OEM should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.</p>	<p>Self-declaration to this effect on the company's letterhead should be submitted. (Refer Annexure D)</p>	

Table A: Eligibility Criteria

#	Criteria	Documents to be submitted	Bidders Compliance
4	The OEM must provide reference of 5 active BFSI clients in India (out of which 2 must be Insurance Companies) using the RASP solution and 1 active BFSI Client must be with a minimum of 10 Million Active users . (LIC Reserves the right to verify the reference for satisfactory performance)	Client Recommendations / Copy of PO/any other relevant documents to be submitted. And Client contact details for Reference Verifications	Client 1 , Name , Transaction Volumes, PO Date. Client 2 , Name , Transaction Volumes, PO Date. Client 3 , Name , Transaction Volumes, PO Date. Client 4 , Name , Transaction Volumes, PO Date. Client 5 , Name , Transaction Volumes, PO Date.
5.	OEM should have minimum of 2 Implementation and Support Centre in India	Self-declaration to this effect on the company's letterhead should be submitted	
6.	OEM should have MEITY Empanelled India Hosted Security Cloud for SaaS offering. The Cloud offering of RASP should be proven with at least 3 BFSI clients.	Self-declaration to this effect on the company's letterhead should be submitted	
7.	Mobile App RASP solution must be SDK based and there should not be dependency on Service provider for App version upgrades	Self-declaration to this effect on the company's letterhead should be submitted	
8.	Mobile App RASP Solution must support Native and Hybrid (ExtJS /Cordova) Mobile Application .	Self-declaration to this effect on the company's letterhead should be submitted	

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____ 2024.

ANNEXURE G: COMMERCIAL BID COVERING LETTER

(To be submitted on the Bidder's letter head)

**To,
The Executive Director (IT/DIGITAL TRANSFORMATION)
Life Insurance Corporation of India,
Central Office, Information Technology - SD Department,
2nd Floor, South Wing, "Jeevan Seva Annexe",
Santacruz (W), S.V. Road, Mumbai – 400054.**

Subject: REQUEST FOR PROPOSAL Selection of SDK Based Runtime Application Self - Protection (RASP) & API Security Solution for LIC Mobile Applications as SaaS (Ref: LIC/CO/IT/PORTAL/2024-25/RFP/RASP dated 04.10.2024)

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services in conformity with the said Bidding documents for the sum mentioned in the commercial bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, that service mentioned as per the items proposed for, will be provided as specified in the Schedule of Requirements / purchase orders issued from time to time. If our Bid is accepted, we will provide the guarantee of a sum equivalent to prescribed amount, for the due performance of the Contract in the form prescribed by the LIC.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the LIC up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any Bid you may receive.

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____ 2024.

ANNEXURE H: COMMERCIAL BID

(To be submitted on the Bidder's letter head)

Request for Proposal Selection of SDK Based Runtime Application Self - Protection (RASP) & API Security Solution for LIC Mobile Applications as SaaS (Ref: LIC/CO/IT/PORTAL/2024-25/RFP/RASP dated 04.10.2024)

Name of The Bidder :			
S. No.	Products / Services	Total Annual Cost (exclusive of GST)	Total Cost for 3 Years (exclusive of GST)
1.	Mobile App based RASP Security Solution - Annual SaaS based Subscription License for 10 Mobile Applications and 1 Crore Cumulative Annual Active Users (AAU)* with Cloud Hosting.		
2.	Implementation , SDK Integration and Setup Cost (For 10 Apps)		
3.	Comprehensive OEM Training (One Time) & Production Support Cost <ul style="list-style-type: none"> a) OEM Training b) Solution Advance Training c) Production Support for Android, iOS & Portal as per SLA. d) 24*7 Application Support e) Mobile App new version launch support 		
4.	API Security Package		
Total Cost of Ownership			
Total Cost of Ownership in Words			

- a. Applicable GST % (GST Payable as applicable):
- b. ****Annual Active User (AAU)** on the LIC Mobile Application refers to a unique user, typically identified by a unique user ID, who opens or interacts with the app on a device at least once during the year. Each user is only counted once, regardless of how many times they interact with the app over the year. Repeated interactions by the same user are not double-counted, ensuring an accurate count of distinct users engaging with the app annually.
- c. No minimum number of users is guaranteed by LIC. No of users mentioned in this RFP and its subsequent corrigendum/corrigenda is indicative only and not guaranteed. **Payment will be based on the actual number of annual active users on quarterly basis in arrears.** Cost for Annual Active Users and Apps above the mentioned quantity will be subject to price negotiation by LIC.
- d. We understand that LIC reserve the right not to procure services for any or all the items at its discretion. LIC also reserve the right to procure the services from multiple services provides as per its discretion and in the interest of LIC. Mentioned quantity/transaction is indicative only and any payment would be purely on the actual transactions. We understand that LIC reserve the right to negotiate with the bidder whose proposal has been ranked as the best

value bid on the basis of Technical and Financial Evaluation to the proposed Project before the award of the contract.

We also take note of the following:

- a. If the cost for any line item is indicated as zero then it will be assumed by LIC that the said item is provided to LIC without any cost.
- b. All prices to be in Indian Rupee (INR) only. Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals.
- c. Payment will be after TDS and GST under TDS (if applicable) as per income tax rules.
- d. LIC may at its discretion require the replacement of the onsite resource if the services are not found satisfactory.
- e. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the LIC up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake, if our Bid is accepted, that service mentioned as per the items proposed for, will be provided as specified in the Scope of Work, Schedule of Requirements / purchase orders issued. If our Bid is accepted, we will provide the guarantee of a sum equivalent to prescribed amount, for the due performance of the Contract in the form prescribed by the LIC.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the LIC up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated at this..... Day of.....2024.

(Authorised Signatory)

(Name, Designation, seal of the company)

Duly authorized to sign Bid for and on behalf of the company

Mobile No/Email ID

Company Name and Seal.

ANNEXURE I: PRE-CONTRACT INTEGRITY PACT FORMAT

(To be submitted on plain paper and signed by the bidder on each page)

PRE-CONTRACT INTEGRITY PACT

General:

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2024, between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (31 of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg, Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... (Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Service) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and WHEREAS the BIDDER/Seller/Service Provider is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS/Sellers/Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the "Chief Vigilance Officer" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

3. Commitments of BIDDERS

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/Contractor will not commit any offence under the relevant Indian Penal Code (IPC)/Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes

of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed. The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14 The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

6. Independent Monitors:

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

Name address of the Monitor(s):

1. Shri Arun Chandra Verma, IPS (Retd.)
Flat No. C – 1204, Amrapali Platinum Complex,
Sector - 119, NOIDA, Uttar Pradesh
Email address: acverma1@gmail.com
Mobile No. – (+91) 8130386387
 2. Shri Jose T. Mathew, IFS(Retd.),
House No. 37/930, Ebrahim Pillai Lane,
Via Kakkanad, Thrikkakara-682021, Dt. Ernakulam, Kerala.
Email: jtmat507@gmail.com
- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Executive Director (E&OS), LIC.

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

The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, LIC and recues himself / herself from that case.

6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the Chairperson, LIC within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

6.9 If the Monitor has reported to the MD & CEO, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. Changes and supplements as well as termination notices need to be made in writing

10. Validity:

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

BUYER Bidder

Executive Director (IT-SD) CEO
Life Insurance Corporation of India

Witness Witness

1. 1.

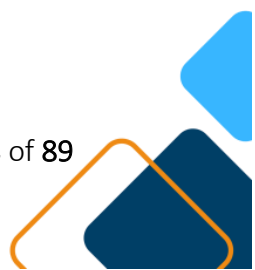
2. 2.

(Note: Bidder/Seller/Service Provider/Stores/equipment/item/service Bidding process/ bid evaluation/process of availing services.

All pages must be signed and numbered.

Appropriate word may be used where ever applicable without altering the purpose /desired intention of the clause.)

-----This space is left intentionally blank-----



ANNEXURE J- Online Tendering Guidelines

Information and Instruction to the Bidders for using ONLINE ELECTRONIC TENDERING SYSTEM (e-TS)

Special Conditions & instructions for using online Electronic Tendering System (eTS) through portal (website) <http://www.tenderwizard.com/LIC> adopted by Life Insurance Corporation of India (LIC), Central Office, Mumbai as given in the subsequent pages will over-rule the conditions stated in the Bid documents, wherever relevant and applicable.

- **Registration of the Contractors/Bidders:** All the Contractors intending to participate in the Bids floated online using Electronic Tendering System (eTS) are required to get registered on the e-Tender Portal (website) <http://www.tenderwizard.com/LIC>. After successful Registration on the above mentioned portal, the bidder will get a User ID and Password to access the website.
- **Viewing of Online Tenders:** The contractors/bidders can view tenders floated on online Electronic Tendering System (eTS) hereinafter referred as “e-Tendering System” through portal (website) at <http://www.tenderwizard.com/LIC>. They can view the details like Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download through, they need to login on to the above portal and can download the tender documents of an e-Tender.
- **Key Dates:** The contractors/bidders can view the Online Scheduled dates of e-tendering System (time schedule) hereinafter referred as “Key Dates” for all the tenders floated using the online electronic tendering system on above mentioned portal (website) <http://www.tenderwizard.com/LIC>

The bidders are strictly advised to follow dates and time as mentioned in Key Dates of a particular Bid/tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule (Key Dates) to continue their participation in the Bid/tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined.

The bidder should ensure that the status of a particular stage should be shown as “Completed” before the expiry date and time of that particular stage and they should possess a copy of receipt of completion of each stage to be performed from their end which should match with the status with their offer on online portal. It will be the sole responsibility of the bidder if the status of a particular stage is “Pending” till the expiry date and time of that stage and he is not able to proceed further in the e-Tendering process. The Key dates are subject to change in case of any corrigendum / amendment in schedule due to any reason stated by the Department.

Obtaining a Digital Certificate and its Usage:

- On e - Tendering System, the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The

Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.

- The contractors may obtain Class III digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic Tendering System (ETS):

E-Tender helpdesk	
Address	#24, Sudha Complex, 03rd Stage, 04th Block, Basaveshwaranagara, Bangalore - 560079.
email	dscprocessingunit@yahoo.com

Help Desk Contact Details:
E-mail& Mobile Numbers: sushant.sp@antaressystems.com -- +91 9731468511 lokesh.hr@antaressystems.com -- +91 9686115304

- The Bid (Online Offer) for a particular e - Tender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission. In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.
- In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of agency for LIC of India, Central Office, Mumbai as per Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an "Authorization Certificate for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.

- The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website) through <http://www.tenderwizard.com/LIC>.

Submission of Tender Fees: (When Applicable)

- The Contractors have to submit a Demand Draft /Banker's cheque of requisite amount as mentioned in the particular e-Tender (against the Tender fee) of any of the Nationalized / Scheduled Banks drawn in favour of the "Life Insurance Corporation of India" payable at "Mumbai" only, and not in favour of any other Authority or Location.
- The scanned copy of the Demand Draft / Banker's cheque against Tender Fees should be uploaded mandatorily during "Bid Hash Submission" stage (as per the due date mentioned in Key Dates of e-Tender and original DD should be submitted to the Executive Director (IT.), Central office, Life Insurance Corporation of India, 'Yogakshema',6thFloor West wing, J B Marg, Mumbai -400021 in a sealed envelope on or before the due date mentioned in Key Dates of respective e-Tender, otherwise your Tender will not be scrutinized.
- If the tenders are cancelled or recalled on any grounds, the tender document fees will not be refunded to the agency.

Submission of Earnest Money Deposit: (When applicable)

- Contractors have to deposit EMD of required amount in the form of BANK GUARANTEE of any of the Nationalized / Scheduled Banks drawn in the favour of the "Life Insurance Corporation of India" payable at "Mumbai" only, and not in the favour of any other Authority or Location.
- A scanned copy of Bank Guarantee against EMD should be uploaded mandatorily alongwith Bid submission stage (as per the Key Dates mentioned in e-Tender and Tender document) and original Bank Guarantee(B.G) should be submitted to the Executive Director, IT- SD Department, Central office, Life Insurance Corporation of India, Yogakshema, 6thFloor West wing, J B Marg, Mumbai - 400 021 in the sealed envelope (BID I) within the time &date as mentioned in Key Dates of e-Tender, otherwise your BID will not be evaluated / scrutinized.
- Refund of Earnest Money Deposit to the unsuccessful bidders will be made through RTGS/NEFT or Guarantee returned as applicable.

Tender Download:

- The Eligible Bidders can download the Tender Document online from above e - Tendering Portal <http://www.tenderwizard.com/LIC> before the Tender closing date & time mentioned in the e-Tender floated.

Submission of online bids:

(These may be clarified from M/s Antares (Tenderwizard) as required)

- The bidders are required to prepare their bids on online e-Tendering Portal as mentioned above. During bid preparation, the bidders have to send their Public Key of DSC hence they are advised to procure DSCs at earliest to participate in the e-Tender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also, bidders are required to scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) and digital sign the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. They should view and note down or take a printout the Bid Hash submitted and ensure that it matches during "Re-Encryption of Bids" stage. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.
- **Generation of Super Hash:** After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "Digitally signed tender Super-Hash" will be generated by concerned LIC Department official. This is equivalent to sealing the tender box.
- **Re-Encryption of Bids:** Once the Generation of Super Hash stage is completed the Contractors/bidders have to decrypt their bids as they are in encrypted mode by their DSC and re-encrypt with Department user's Public Key which will be included in the e-Tender. During this process they need use their DSC for decryption of Bids and signing of Bid Hash once again for security. The electronic bids of only those Contractors/bidders who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Contractor who does not submit his bid seal (hash) within the stipulated time will not be allowed to submit his bid (Re-Encryption). This stage could be considered as transfer of control to LIC Department user.
- Pre-bid discussion with all applicants as per key dates to clarify doubts of potential bidders in respect of this RFP. Any prospective bidder may, in writing seek clarification in respect of the bidding documents, However, last date of submitting clarification request shall be 2 (two) days before the schedule Pre-bid meeting

Opening of Tender (Electronic offers):

(a) Eligibility and Technical Bid shall be opened on the mentioned dates.

(b) The date of opening of Price Bid shall be intimated to the Eligible Bidders.

ANNEXURE K: Technical Requirement Annexure
Requirement of SDK Based RASP (Runtime Application Self Protection) & API Security Solution for Mobile App

S. No.	Specifications of required Capabilities	Compliance (Yes/No)	Mandatory/Desirable (M/D)	Remarks(If Any)
Device & OS Risk Detection				
1	Mobile App Security to prevent the mobile app from running on Emulators & Simulators		M	
2	Mobile App Security to detect if the mobile app is running on a Jail broken (for iOS) or Rooted (for Android) device		M	
3	Mobile App Security SDK to detect Elevation of Privileges by the attacker		D	
4	Mobile App Security SDK to detect if the mobile app is running on an outdated operating system		M	
5	Mobile App Security SDK to identify if an android device has third party app store access enabled		D	
6	Mobile App Security SDK to detect if USB Debugging Mode and/or Developer Options are enabled on the android device		M	
7	Mobile App Security SDK to detect Hooking Frameworks on Devices		M	
8	Mobile App Security SDK to detect Device Screen Lock enablement		D	
9	Mobile App Security SDK to enforce Device Policy as per business needs		D	
Network Threat Detection				
10	Mobile App Security SDK to detect if the mobile app is running on an unsecure Wi-Fi network		M	
11	Mobile App Security SDK to identify a Rogue Access Point (RAP) when it is connected to the device		M	
12	Mobile App Security SDK to detect MiTM attacks		M	

Requirement of SDK Based RASP (Runtime Application Self Protection) & API Security Solution for Mobile App

S. No.	Specifications of required Capabilities	Compliance (Yes/No)	Mandatory/Desirable (M/D)	Remarks(If Any)
13	Mobile App Security SDK to monitor and prevent SSL Stripping		M	
14	Mobile App Security SDK to detect fake certificates used for SSL decryption		M	
15	Network threat detection function should be able to work without internet connectivity to app hosting servers		D	
16	Mobile App Security SDK to detect Proxy & VPN connections		D	
Application Threat Detection				
17	Mobile App Security SDK to prevent reverse engineering of the mobile app		M	
18	Mobile App Security SDK to detect if the mobile app is being tampered		M	
19	Mobile App Security SDK to prevent the attackers from decoding or modifying the business logic		M	
20	Mobile App Security SDK to detect runtime recompilation or modification of an application		M	
21	Mobile App Security SDK to detect if the App is not downloaded from trusted source - Play store and App Store		M	
22	Mobile App Security SDK to detect if the App is in Debug Mode		D	
23	Mobile App Security SDK to detect if any blacklisted application is present on the mobile device		M	
24	Mobile App Security SDK to prevent Screen shot capturing		M	
25	Mobile App Security SDK to prevent APK file De-compilation		M	
26	Mobile App Security SDK to detect active screen mirroring during App usage		D	
Malware Detection				

Requirement of SDK Based RASP (Runtime Application Self Protection) & API Security Solution for Mobile App

S. No.	Specifications of required Capabilities	Compliance (Yes/No)	Mandatory/Desirable (M/D)	Remarks(If Any)
27	Mobile App Security SDK to detect App Spoofing Attacks when the App is launched		D	
28	Mobile App Security SDK to detect side loading when the mobile app is launched		D	
29	Mobile App Security SDK should not collect any personal information from customer devices while protecting the Mobile App from malware. Therefore, malware protection should be based on behavior methodology and not on signature methodology		M	
30	Mobile App Security SDK to identify any overlay during App usage		D	
31	Mobile App Security SDK should work all the time as long as App is alive and active to protect from Malware threats, not just on the launch of the App		M	
32	Mobile App Security SDK to prevent Picture-in-Picture (PIP) Attacks and Draw over other App		M	
33	Mobile App Security SDK to identify Admin & Accessibility permission for Side loaded Apps		D	
Code Obfuscation				
34	Through Obfuscation technique, protect sensitive information or personal data. Encryption and data masking techniques to be used to obfuscate data.		M	
35	To Provide Native Binary DEX Obfuscation of APK & Bundles for Android Platform. Encrypt the source code of app for Native and Hybrid app.		M	
36	To Provide Pre-Compilation obfuscation on source code for iOS Platform. Encrypt the source code of app		M	
Other Security Requirements				

Requirement of SDK Based RASP (Runtime Application Self Protection) & API Security Solution for Mobile App

S. No.	Specifications of required Capabilities	Compliance (Yes/No)	Mandatory/ Desirable (M/D)	Remarks(If Any)
37	Mobile App Security SDK should comply with OWASP Mobile Top 10		M	
38	Mobile App Security SDK should support minimum Android version 6 and iOS version 11		D	
39	Mobile App Security SDK should be able to support any device model having minimum Android version 6 or iOS version 11		D	
40	Mobile App Security SDK to notify the host application through callbacks in the event of device, network or malware-based threat detection		D	
41	Mobile App Security SDK should provide the API's to query the security state of the device by additional reference IDs already available with parent App system.		M	
42	Mobile App Security SDK should not collect any PII data from device or app		M	
43	Mobile App Security SDK should be able to allow for the usage of custom device identifiers and labels		M	
44	Mobile App Security SDK should be capable to execute detection of threats even if its System Control Portal is not reachable. Explain your approach on workings of detection and how threat data will be sent to console		M	
45	Mobile App Security SDK to support React Native framework		D	
46	Mobile App Security SDK should provide the means of mapping the threat data detected with the actual user session or user id		M	
47	Mobile App Security SDK should comply with the security policies of Play Store and App Store, etc		M	
Integration Capabilities				

Requirement of SDK Based RASP (Runtime Application Self Protection) & API Security Solution for Mobile App

S. No.	Specifications of required Capabilities	Compliance (Yes/No)	Mandatory/Desirable (M/D)	Remarks(If Any)
48	Management Console Should integrate with SIEM/SOC platforms and provide all detailed threat forensic information		M	
49	Management Console should integrate with Fraud Prevention System		M	
50	Management Console should support Rest API's for integration with backend system		D	
Forensic				
51	Mobile App Security SDK to provide unique ref. or message ID on detection of each threat		D	
52	Mobile App Security SDK should have the capability to collect information of applications and processes running at the time of threat detection		D	
Management Platform				
53	The Management Platform should be available on SaaS platform.		M	
54	The SaaS solution should have the capability of multi-tenant architecture deployment.		D	
55	The SaaS solution should have data localization with DC and DR hosted in India.		M	
56	Management Platform should have option to deploy in High-Availability mode		M	
57	Mobile App RASP solution must be SDK based and there should not be dependency on Service provider for App version upgrades		M	
System Control Portal				
58	System Control Portal should be a web-based solution for configuration, integration and reporting of Mobile App RASP Solution		D	

Requirement of SDK Based RASP (Runtime Application Self Protection) & API Security Solution for Mobile App

S. No.	Specifications of required Capabilities	Compliance (Yes/No)	Mandatory/ Desirable (M/D)	Remarks(If Any)
59	System Control Portal should provide Role based access to console with proper segregation of group of users and functions.		D	
60	System Control Portal should provide details of No. of devices on which App is running on with breakup of Android and iOS devices.		M	
61	System Control Portal should include details such as device OS version details, OS level threats detected, etc.		M	
62	System Control Portal should provide customizable Threat Policy configuration for different Apps		M	
63	System Control Portal should provide over the air updates for rule upgrades and configuration		M	
64	System Control Portal should provide statistics on Daily, Monthly, Quarterly, Yearly Active devices		M	
65	System Control Portal should provide Dashboards highlighting change in trend of threats		M	
Service Provider Responsibility				
66	Service Provider should perform Annual App Assessment as per OWASP Mobile Top 10 Guidelines		M	
67	Service Provider should provide quarterly version updates		D	
68	Service provider should assist to close any code related vulnerabilities identified during VAPT or Code Review		D	
69	Service provider should undertake detailed Threat Modelling exercise before implementation of Mobile RASP solution		D	
70	Service provider should not take more than M weeks for implementation		D	

Requirement of SDK Based RASP (Runtime Application Self Protection) & API Security Solution for Mobile App

S. No.	Specifications of required Capabilities	Compliance (Yes/No)	Mandatory/Desirable (M/D)	Remarks(If Any)
Mobile App API Security Control				
71	To detect and mitigate API abuse, including anti-piracy capabilities		M	
72	To identify and eliminate replay attacks, ensuring each API request is unique and legitimate		M	
73	Create and verify signed tokens to ensure the integrity of each API call from the server side, preventing tampering and unauthorized access		M	
74	Ensure the solution is completely Mobile App built-in with zero cross-server communication		M	
75	Use NONCE and digital identity techniques to validate the uniqueness of each API request		M	
76	Deploy a combination of symmetric and asymmetric encryption algorithms to secure data transmission and storage		M	
77	To allow API requests from trusted mobile application, to ensure the authenticity of the app making the request		M	
78	Prevent Man-in-the-Middle (MitM) attacks and session hijacking by implementing secure Communication protocols and session management practices		D	

Note: The bidder's response to the required capabilities, including all mandatory requirements, must be strictly compliant. Any non-compliance with mandatory requirements may result in disqualification based on the criteria. Bidders who provide a "No" response to any mandatory requirement may be disqualified during the evaluation phase.

-----End of Document-----