

<b>Title of Procurement</b>	<b>RFP for Empanelment of Service Providers for providing Cloud Services on rate contract basis in Life Insurance Corporation of India</b>
<b>Reference No.</b>	<b>Reference number: LIC/CO/IT-DT/2025/Cloud/RFP Dated: 31<sup>st</sup> January, 2025</b>

**Please take note of the following corrigendum I:**

**CORRIGENDUM-1**

Sl. No.	RFP Item	Existing Clause (in brief) of RFP	Modifications / Additions
1	5.2 Eligibility / pre-qualification criteria	<p>The bidder should be MEITY empanelled for providing Cloud Services (as on bid submission date)</p> <p>AND</p> <p>CSP have displayed the prices of their cloud items on their respective CSP's website</p>	<p>The bidder should be MEITY empanelled CSP( Cloud Services Provider) for providing Cloud Services (as on bid submission date)</p> <p>AND</p> <p>CSP have displayed the prices of their cloud items on their respective Public CSP's website</p> <p>AND</p> <p>Provide a marketplace where LIC of India can pick up 1st party &amp; 3rd party applications for ready deployment.</p> <p><b>Note:</b></p> <p><b>1. If CSP is submitting the bid, no ASP (CSP's Authorised Service Partner) can submit the bid for the same CSP.</b></p> <p><b>2. Revised Commercial bid format has been uploaded.</b></p> <p><b>3. Revised MAF format attached (Annexure 9.13)</b></p>

2	5.2 Eligibility / pre-qualification criteria	<p>The bidder must be authorized by a MEITY empanelled CSP.</p> <p>AND</p> <p>CSP have displayed the prices of their cloud items on their respective CSP's website Note: One ASP can submit MAF of one CSP only.</p>	<p>The bidder must be authorized by a MEITY empanelled CSP.</p> <p>AND</p> <p>CSP have displayed the prices of their cloud items on their respective Public CSP's website</p> <p>AND</p> <p>CSP Provide a marketplace where LIC of India can pick up 1st party &amp; 3rd party applications for ready deployment.</p> <p><b>Note: One ASP can submit MAF(s) from multiple CSPs and maximum 3 CSPs. The commercial bid should be submitted for each CSP separately within the same bid.</b></p>
3	5.2 Eligibility / pre-qualification criteria	<p>The bidder should be ISO 9001 certified which should be valid on the date of submission.</p>	<p>The bidder should be ISO 9001/TL9000/ ISO 27001 certification certified which should be valid on the date of submission.</p>
4	9.11 Information and Instruction to the Bidder(s) for using ONLINE ELECTRONIC TENDERING SYSTEM (e-TS) Page 75	<p>(b)The date of opening of Commercial Bid and online reverse auction shall be intimated to the Eligible Bidder(s), who qualify pre-qualification / eligibility criteria as defined in section 5.2 of this RFP.</p>	<p>(b)The date of opening of Commercial Bid shall be intimated to the Eligible Bidder(s), who qualify pre-qualification / eligibility criteria as defined in section 5.2 of this RFP.</p>

5	5.16 Limited Liability clause	5.16 Limited Liability clause	<p>Limitation of Liability</p> <ul style="list-style-type: none"> <li>• Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.</li> <li>• Except in the case of Gross Negligence or Wilful Misconduct on the part of the Bidder/Bidder's Team or on the part of any person or firm acting on behalf of the Bidder executing the work or in carrying out the Services, the Bidder, with respect to damage caused by the Bidder including to property and/or assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds the (A)Contract Value or(B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.</li> </ul> <p>For the purposes of the Clause (B) of this section, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.</p>
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			<ul style="list-style-type: none"> <li>"Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it were acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.</li> </ul>																
6	7.1.5	7.1.5 There should be a minimum 99.9% uptime measured monthly for availability on a 24 x 7 basis of the virtual machines/cloud services.	7.1.5 There should be a minimum 99.5% uptime measured monthly for availability on a 24 x 7 basis of the virtual machines/cloud services.CSP should declare that they will provide 99.5% uptime for individual services.																
7	8.2.1 Penalties for non-adherence to timelines shall be as under:	<p>Penalties for non-adherence to timelines shall be as under:</p> <table border="1"> <thead> <tr> <th>Environment Uptime</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Actual Uptime &gt;= 99.9%</td> <td>No penalty shall be imposed</td> </tr> <tr> <td>Actual Uptime &gt;= 99.0% to &lt;99.9%</td> <td>5% of the quarterly invoice value of that particular payment quarter</td> </tr> <tr> <td>Actual Uptime &gt;=98.0% to &lt;99.0%</td> <td>8% of the quarterly invoice value of that particular payment quarter</td> </tr> </tbody> </table>	Environment Uptime	Penalty	Actual Uptime >= 99.9%	No penalty shall be imposed	Actual Uptime >= 99.0% to <99.9%	5% of the quarterly invoice value of that particular payment quarter	Actual Uptime >=98.0% to <99.0%	8% of the quarterly invoice value of that particular payment quarter	<p>Penalties for non-adherence to timelines shall be as under:</p> <table border="1"> <thead> <tr> <th>Environment Uptime</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Actual Uptime &gt;= 99.5%</td> <td>No penalty shall be imposed</td> </tr> <tr> <td>Actual Uptime &gt;= 99.0% to &lt;99.5%</td> <td>5% of the quarterly invoice value of that particular payment quarter</td> </tr> <tr> <td>Actual Uptime &gt;=98.0% to &lt;99.0%</td> <td>8% of the quarterly invoice value of that particular payment quarter</td> </tr> </tbody> </table>	Environment Uptime	Penalty	Actual Uptime >= 99.5%	No penalty shall be imposed	Actual Uptime >= 99.0% to <99.5%	5% of the quarterly invoice value of that particular payment quarter	Actual Uptime >=98.0% to <99.0%	8% of the quarterly invoice value of that particular payment quarter
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		<p>Actual Uptime &lt; 98.0% 10% of the quarterly invoice value of that particular payment quarter</p> <p>Actual Uptime &lt; 97.0% No payment shall be made for that quarter (Max penalty cap shall not apply in this case)</p>			<p>Actual Uptime &lt; 98.0% 10% of the quarterly invoice value of that particular payment quarter</p> <p>Actual Uptime &lt; 97.0% No payment shall be made for that quarter (Max penalty cap shall not apply in this case)</p>
8	5.12 Performance security	5.12.2 This performance security shall be in the form of NEFT / DD if the value of performance security is less than Rs. 3 lakhs. In case the value of performance security exceeds Rs. 3 lakhs then it may be submitted in the form of PBG also.		5.12.2 This performance security shall be in the form of NEFT / DD / PBG / Insurance Surety Bond (Annexure 9.12)	
9	5.3.6	5.3.6 A contract will be signed with each bidder who qualifies the financial evaluation.		5.3.6 Each bidder who qualifies the financial evaluation and empanelment criteria will be empanelled.	
10	3.1.1.13	3.1.1.13 "Similar Work" means providing services related to cloud services.		3.1.1.13 "Similar Work" means providing services related to cloud services thru a similar empanelment process as required in this RFP by LIC i.e. discount % of CSP's public pricing for all the cloud services available from CSP's portal through their data centres in India.	
11	5.2 Pre-Qualification / Eligibility Criteria	3. The bidder should have successfully completed at least one "Similar Work" in government / PSU / reputed private organizations which involved providing "Similar Work" during		3. The bidder should have successfully completed/Billed for at least 6 months in case of ongoing work , at least one "Similar Work" in government / PSU / reputed private organizations	

		the last three years ending 31st December, 2024	which involved providing “Similar Work” during the last three years ending 31st December, 2024
12	5.21 Additional Empaneled Service Providers	5.16 Additional Empaneled Service Providers	At the end of one year, LIC reserves the right to obtain bids, under the same terms & conditions, from additional Service Providers (CSPs or their partners) to empanel either new partners of the existing empaneled CSPs or new MEITY empaneled CSPs.
13	5.17 Price Refresh	5.17 Price Refresh	<p>LIC understands that there is continuous technological advancement and reasonable price reduction may happen on any of the line items in the commercial bid that can be passed on to LIC.</p> <ul style="list-style-type: none"> <li>• The “Empaneled Service Providers” empaneled through this RFP will be sharing the public pricing available on the CSP website and any downward revisions of public pricing for the services shall be automatically reflected. However, they shall be asked to resubmit the common discount % for all the items every six months as per the financial bid format to be provided by LIC at that point.</li> <li>• CSP can offer the Extra discount (over the discount price quoted by empanelled ASP) through its authorized partner to LIC on work orders when the requirements are floated. The prices quoted should either be the same or can be lower. No upward revision in prices shall be accepted.</li> </ul> <p>LIC may decide to open the price refresh cycle for other partners for the selected CSPs, in case the current partner of any CSP is not able to perform satisfactorily or there’s a need to bring more competency for handling LIC’s workload.</p>

14	5.18 Empanelment Criteria	5.18 Empanelment Criteria	Empanelment Criteria				
			<p>Only those bidders who meet the pre-qualification/eligibility criteria shall be considered for evaluation of their Commercial bid.</p> <p>For each eligible CSP , max of two ASP providing top quotes in terms of Cumulative Cost i.e. (i) Discount % over list price of CSP and (ii) Cost of Managed Services as percentage of monthly bill for the respective CSP and category will be empanelled.</p>				
15	5.3.6	5.3.6 A contract will be signed with each bidder who qualifies the financial evaluation.	5.3.6 Each bidder who qualifies the financial evaluation and empanelment criteria will be empanelled.				
16	5.3.9	5.3.9 Quoted rate will be valid for one year.	5.3.9 Empanelment will be valid for five year subject to price refresh clause.				
17	<b>Sample Commercial Bid</b>						
	5.19 Sample Commercial Bid		Bidder Name	CSP	Service	Rates for No Commitment	Rates for 1 Year Commitment
			ABC	XYX	All Set of Cloud Services – Discount % over list price of CSP	50%	60%
					Managed Services as percentage of monthly bill	10%	12%

		<p>If the List Price of CSP for a Compute VM Per Month is Rs 100/- Rate after Discount Applied : Rs 50/- for No Commitment and Rs 40/- for 1 Year Commitment Managed Services of monthly bill: Rs 5/- for No Commitment and Rs. 4.80 for 1 Year Commitment.</p> <p>For the empanelment evaluation the discount will be considered as Rs 45 for No Commitment and Rs 55.2 for 1 year commitment.</p>	
18	5.20 Work Order – Operating Model	5.20 Work Order – Operating Model	<p>Based on the LIC's Workload Requirement a common SoW will be shared with only eligible empanelled service providers (ESPs).</p> <p>Workload Requirement will be shared only to the specific CSP or their empanelled eligible partners where the SaaS Providers / Application Providers has a requirement for specific CSP .</p> <p>Empanelled Service Provider will provide optimised quotation for Cloud Services and Managed Services along with other Services.</p> <p>LIC will select the best value ESP based on TCO following the below mentioned Technical Commercial Evaluation criteria :</p> <ol style="list-style-type: none"> <li>i. Technical Solution Response from the ESP and Bill of Material.</li> <li>ii. POC to validate technical solution ( Optional )</li> <li>iii. Price Comparison based on qualified technical solution and pricing.</li> <li>iv. Arriving at TCO by applying base discounting by ESP and any additional discounts.</li> </ol>



			<p>LIC will use Total Cost of Ownership (TCO) – Least Cost analysis to identify the ESP for individual project. Based on the individual project requirement LIC may use QCBS for awarding the contract for the respective individual project.</p>
19	7.2.1	<p>7.2.1 It is envisioned by LIC of India that as per MeitY guidelines for DR, for the business-critical application the cloud services would use synchronous/ mode of replication between the DC and DR at least for databases. It is recommended that all the proposed sites used for hosting LIC of India data should be MeitY empaneled</p>	<p>7.2.1 It is envisioned by LIC of India that as per MeitY guidelines for DR, for the business-critical application the cloud services would use synchronous/ asynchronous mode of replication between the DC and DR at least for databases. It is recommended that all the proposed sites used for hosting LIC of India data should be MeitY empaneled</p>

<b>Revised Commercial bid format</b>			<b>Cloud Resource consumption - Discount % over list price of CSP</b>		<b>Marketplace Consumption - Discount % over list price of CSP</b>	
<b>Bidder Name</b>	<b>CSP</b>	<b>Service</b>	<b>Rates for No Commitment</b>	<b>Rates for 1 Year Commitment</b>	<b>Rates for No Commitment</b>	<b>Rates for 1 Year Commitment</b>
		<b>All Set of Cloud Services - Discount % over list price of CSP</b>				
		<b>Managed Services as percentage of monthly bill</b>				

Notes:

- The list price should be all inclusive except GST. GST will be paid as applicable.
- Any conditional commercial bid will lead to disqualification of the entire bid.
- Bidder not quoting discount % against all item will be treated as non-responsive and will lead to disqualification of bid.
- LIC may require the empanelled service providers /cloud service providers to revise their values quoted every six months as per invitation by LIC solely at LIC discretion.
- The commercial bid must be submitted in the proforma given failing which the bid would be treated as unresponsive. Discount must be mention in the commercial bid only. Discount mentioned in any other place of the bid will not be considered.
- It is mandatory for bidder to quote discount % on CSP public list pricing for CSP services.
- Bidder must submit the URL and pricing calculator for CSP public list pricing and should explain the same in the bid taking an example for sample configuration.

Annexure 9.12

## FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE BANK GUARANTEE

(To be executed on Non-Judicial Stamp paper of appropriate value)

(Insurance Surety Bond No.....)

Date.....

Ref: LIC/CO/IT-DT/PVM/ RFP for Empanelment /2024-25/ dated 31.01.2025

To,  
Executive Director (IT/Digital Transformation)  
Life Insurance Corporation of India,  
Central Office, IT Department,  
JeevanSeva Annexe, 3rd Floor, South Wing,  
S.V. Road, Santacruz West,  
Mumbai, Maharashtra – 400054.

Dear Sir,

In consideration of the [Life Insurance Corporation of India] ..... (hereinafter referred to as LIC which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ..... [Bidder's Name] ..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Bidder', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Bidder by issue of LIC's Letter of Acceptance No. .... dated ..... and the same having been acknowledged by the Bidder, for

..... [Bidder sum in figures and words] for ..... [Name of the work] and the Bidder having agreed to provide a Bidder Performance Guarantee for the faithful performance of the entire Bidder equivalent to .....(\*)..... of the said value of the aforesaid work under the Bidder to LIC.

We .....[Name & Address of the Insurance Company] ..... having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay LIC, on demand any and all monies payable by the Bidder to the extent of ..... (\*) ..... as aforesaid at any time upto ..... (@) ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by LIC on the Insurance Company shall be conclusive and binding notwithstanding any difference between LIC and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of LIC and further agrees that the guarantees herein contained shall continue to be enforceable till LIC discharges this guarantee or till .....[days/month/year] whichever is earlier.

LIC shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Bidder by the Bidder. LIC shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Bidder between LIC and the Bidder or any other course or remedy or security available to LIC. The Insurance company shall not be released of its obligations under these presents by any exercise by LIC of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of LIC or any other indulgence shown by LIC or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the .....(name of Insurance Company) as per applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI), and also agrees that LIC at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Bidder and notwithstanding any security or other guarantee LIC may have in relation to the Bidder's liabilities.

- i) Our liability under this Insurance Surety Bond shall not exceed .....(\*).....
- ii) This Insurance Surety Bond shall be valid up to .....(+ ).....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if LIC serve upon Insurance Company a written claim or demand on or before .....@.....

Dated this .....day of ..... 20..... at.....

WITNESS

Signed for and on behalf of the Insurance Company

1.

.....

(Signature)

.....

(Signature)

.....

(Name)

.....

(Name)

Notes:

1. (\*) This sum shall be Five percent (5%) of the Bidder Price denominated in the types and proportions of currencies.
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond.

However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to LIC by the issuing Insurance Company (on behalf of Bidder) under registered post (A.D.). The Bidder can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

Annexure 9.13 (Revised)

### Manufacturer's Authorization Form (MAF)

[On the letterhead of the Cloud service provider MEITY empanelled]

No. Date:

To,

Executive Director (IT-DT),

Life Insurance Corporation of India, Central Office,

Information Technology – Digital Transformation Department, South Wing – “Jeevan Seva Annexe”, S. V. Road, Santa Cruz (W), Mumbai - 400054

Ref: Your Bid Ref. No.: <xxx> dated <xxx>

Dear Sir/ Madam,

We \_\_\_\_\_ (CSP) who are established and reputed cloud service provider , empanelled with MEITY for cloud services having data centre location in India confirm that, M/s \_\_\_\_\_ (Name and address of Authorised service partners) herein after referred as “Partner” wishes to participate in the Bid or Project stated above . The Partner is entitled and authorized to do the following:

- a) Resell and/or distribute \_\_\_\_\_ (CSP) products and/or services in India to end users within that Territory.
- b) Bid, negotiate and conclude a contract with LIC of India for the above products/services supplied by \_\_\_\_\_ (CSP).

\_\_\_\_\_ (CSP) will, within the scope of its agreement with its authorized channels, provide products and/or services and support for CSP products obtained through its authorized channels for a period mentioned in the RFP referred above.



\_\_\_\_\_ (CSP) certify that we have displayed the prices of our cloud items on our website through a public price link mapped with currency (USD/INR-mentioned the currency offered for public pricing to be used)\_\_\_\_\_and the same currency model shall be used by the bidder at the time of invoice. Our public price link is as follows : \_\_\_\_\_( mentioned the url of cloud item pricing)

We confirm that we authorise our Partner \_\_\_\_\_to quote discount rates (in percentage) against the list price (or “Pay as you go” or “No commitment” price) of all the line items mentioned on our CSP’s portal at the time of bidding and the same rate of discount will be valid for all the new line items which may be published on the CSP’s portal in the future. The discount rate for “no commitment” and “one year commitment” shall be against the prices of public “no commitment” prices. We confirm that we will counter sign the commercial bid of successful service providers before the empanelment.

We confirm that we are valid MEITY empanelled CSP vide reference letter (Copy enclosed):

We declare that they will provide 99.5% uptime for individual services.

If you need any additional information, please contact Mr./Ms. \_\_\_\_\_ at \_\_\_\_\_ (Mobile no.) or \_\_\_\_\_ (e-mail ID).

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Yours faithfully,

For and on behalf of: \_\_\_\_\_ (CSP)

Authorized Signatory of the CSP

Name:

Designation:

Office Seal or digital signature:

Place:

Date:

(Name of Cloud Service Provider - CSP) (Seal of the CSP)

**Annexure -**

**Reference number: LIC/CO/IT-DT/2025/Cloud/RFP Dated: 31<sup>st</sup> January, 2025**

To,

Subject: CSP Self-declaration confirming Cloud Services Catalogue

Dear Sir/Mam,

We \_\_\_\_\_ as a CSP confirm that, as on the date of submission of this bid, the below mentioned services meet (or exceed) the requirements for the respective cloud services/specifications provided in the RFP's Cloud Services Bouquet are available in India. The Service Description / Configuration, and Compliance of the respective services are provided here below from our public website. For the AI services offered as on the date of the bid submission and for the purposes of this RFP, we confirm that the a) customer data stays within India (as selected by the MSP / Bidder) or b) we offer self-service capability on our management console that MSP / Bidder can configure to opt-out of any transfer of customer data outside India for such AI service. We acknowledge that in case there is any discrepancy found in either of the services mentioned below (e.g., quoting non-compliant services, services not available in India), the bid is liable to be disqualified at any stage of bid evaluation as per the terms of the RFP

Name of the CSP \_\_\_\_\_

Authorized Signatory \_\_\_\_\_

Date: