Life Insurance Corporation of India Central Office, IT Department, Mumbai



Request for Proposal (RFP) / Tender Document

	Procurement of Multi-Factor Authentication, Contextual Access Solution and Remote
1.	connectivity solution

[Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023]

Life Insurance Corporation of India, Central Office, Information Technology Department, Jeevan Seva Annexe building, 2nd floor, S.V. Road, Santa Cruz (West), Mumbai - 400 054

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	Online Reverse Auction: Contacting LIC: Right to terminate the Process: Consortiums or sub-contractor Assignment / Sub contracting: Signing of contract: Change in Constitution. Intellectual Property Rights Responsibility of the successful bidder Itability of the successful bidder N-D: TERMS AND CONDITIONS Terms and Conditions regarding bidding: Other / General Terms and Conditions: Assignment: Non-Disclosure Agreement (NDA): Performance Bank Guarantee (PBG): Signing of contract: Transportation and Insurance: Transportation and Insurance: Road Permit: Dispute: Consequences of Termination of the Selected Bidder: Force Majeure Condition: Limitation of liability: Copyright Violation and Patent Rights: Fraud and Corrupt Practices: Ambiguities within the Document: Conflict of interest: Rights reserved by LIC: E: SCOPE OF WORK. Details of MFA requirement Hardware requirements Process and System Study. Decision Document Design and Architecture Preparation of System Requirement Specification Document



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Section-A: INTRODUCTION

1. <u>Definitions :</u>

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 XXXI of 1956) having its Corporate Office at "Yogakshema", Jeevan Bima Marg, Mumbai - 400 021.	
Agreement	The contractsigned between the LIC and the Selected vendor and all the attached documents. The "Agreement" includes the RFP, subsequent modifications to the RFP, response of the selected vendor to the RFP and the contract document itself.	
Authorized Signatory	The person Authorized by the company's Board/ Managing Director/ Director for signing the bid documents on behalf of the company	
Acceptance of Tender	Yender Means the letter/fax/e-mail or any memorandum communicating to the bidder about acceptance of this tender.	
Bid	The Bidder's written submissions in response to the RFP signed by his Authorized signatory	
Bidder/Vendor	Means the Firm or the company fulfilling eligibity criteria and submitting a proposal in response to this RFP, in its individual capacity.	
Contract An Agreement signed between the LIC and the Selected vendor and all the attache documents. The "Agreement" includes the RFP, subsequent modifications to the R issued by LIC, response of the selected vendor to the RFP and the agreement documitself.		
Cost of Hardware / Software item	Cost of the Hardware and its peripheral /Software quoted by bidder should be inclusive of all the charges/duties/levies etc. but, Exclusive of VAT/CST/GST/Octroi/ Entry Tax/LBT and Service tax (for software) etc.	
Clarifications Means Addenda, corrigenda and clarifications to the RFP		
Day	Calendar Day	
L1 quote	Lowest price discovered through Commercial Bid <u>and /or</u> through Online Reverse Auction	
L1 Bidder/Successful	Means the Bidder who is found to be the L1 (lowest) quote bidder after the evaluation of	
bidder/Vendor	commercial bids.	
H1 Bidder	Bidder with H1 (highest) quote	
Order/PO	Means the purchase order issued in favour of the selected bidder.	
Contract Value	The value of lowest commercial bid made by the successful vendor during online reverse auction and/or price negotiation if applicable.	
"Solution"/ "Services"/ "Work"/ "System"/ "IT System"	Means 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".	



2. <u>Abbreviations:</u>

Abbreviation	Description	Abbreviation	Description
#	Serial Number	NI ACT	Negotiable Instrument Act
AD	Active Directory	NIC	Network Interface Card
AS (IT/BPR)	Assistant Secretary (IT/BPR), LIC	NPV	Net Present Value
BFSI	Banking Financial Services & Insurance	OEM	Original Equipment Manufacturer
BG	Bank Guarantee	OSD	Original Software Developer
BPR	Business Process Reengineering	OSO	Original Software Owner
CCA	Comptroller of Certifying Authority	OS	Operating System
CCR	Customer Call Report	PAN	Permanent Account Number
CD	Compact Disk	PBG	Performance Bank Guarantee
со	Central Office	РС	Personal Computer
CV	Curriculum Vitae	PDCA	Plan Do Check Act
DC	Data Centre	РО	Purchase Order
DD	Demand Draft	POST	Power-On Self-Test
DOA	Dead On Arrival	PSU	Public Sector Unit
ED (IT/BPR)	Executive Director, Department of Information Technology /BPR	RAM	Random Access Memory
EMD	Earnest Money Deposit	RBI	Reserve Bank of India
GOVT	Government	RFP	Request for Proposal
GST	Goods and Services Tax	RW	Read Write
HA	High Availability	SI	System Integrator
HLD	High Level Design	SLA	Service Level Agreement
HQ	Head Quarter	SOP	Standard Operating Procedure
INR	Indian National Rupee	SOW	Scope of Work
IPR	Intellectual Property Right	SRS	System Requirement Specification
IT	Information Technology	тос	Tender Opening Committee
JV	Joint Venture	UAT	User Acceptance Testing
L1	Level 1	URL	Uniform Resource Locator
L2	Level 2	VPN	Virtual Private Network
LBT	Local Body Tax		
LLD	Low Level Design		
MAF	Manufacturer Agreement Form		
MEC	Minimum Eligibility Criteria		
MFA	Multi-factor authentication		
MSA	Master Service Agreement		
NDA	Non-Disclosure Agreement		
NDR	Near Disaster Recovery		



3. Invitation to Bid

The Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its Corporate Office at "Yogakshema", Jeevan Bima Marg, Mumbai –400021, hereby invites sealed tenders (*hereinafter referred to as "Bids"*) in two bid system, to this Request for Proposal ("RFP") from all eligible bidders **Procurement of Multi-Factor Authentication , Contextual Access Solution and Remote connectivity solution** in the LIC's Network setup at various offices/locations of LIC spread all across the country for a period of five years . The requirements and terms and conditions have been set out in the respective sections of this Request for Proposal (RFP).

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.

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

For all dates/events pertaining to this RFP bidders are requested to refer to section 4 below Time schedule of various bid related events. Bids received after the stipulated time even on the due date or incomplete in any respect are liable to be rejected.

RFP ReferenceRef: LIC-CO/IT-BPR/NW/RFP/2022-23/01		
Release of RFP	28/02/2023	
Bid Processing FeeNon-refundable Rs.11,800/- (Rupees Eleven Thousand Eight Hundred way of Demand Draft drawn on any nationalized Bank/scheduled bank, s of "Life Insurance Corporation of India", payable at Mumbai. Bid Processing Fee exemption will be given for Micro and Small Enter defined in MSE Procurement Policy issued by the Department of MSM registered with the Central Purchase Organization or the concerned Mi Department. Bidders should submit relevant MSME/NSIC certificat envelope as mentioned in this RFP document.		
Pre-bid queries on the RFP (through e-mail) :	h 13/03/2023 by 03:30 PM	
Pre-Bid Meeting	21/03/2023 at 11:00 AM	
Last Date for Bid Submission	21/04/2023 latest by 03:30 PM	
Eligibility and Technical Bid opening date & time	21/04/2023 at 04:00 PM	
Earnest Money Deposit (EMD)	 By way of BG : Rs.1,00,00,000 (Rupees One Crore only) Total EMD : Rs.1,00,00,000 (Rupees One Crore only) EMD exemption will be given for Micro and Small Enterprises as defined in 	

4. Activity Schedule

	MSE Procurement Policy issued by the Department of MSME or are registered		
	with the Central Purchase Organization or the concerned Ministry or Department.		
	Bidders should submit relevant MSME/NSIC certificate in the envelope as		
	mentioned in this RFP document.		
Commercial Bid opening date & time Will be intimated to the Technically qualified Bidders at a later date.			
Address of	The Executive Director (IT/BPR),		
Communication/Receipt/submission/o LIC of India, Central Office, IT/BPR Department,			
pening of Bids	2 nd Floor, Jeevan Seva Annexe Building,		
	S.V. Road, Santa Cruz (W), Mumbai – 400 054		
Contact details	Deputy Secretary (IT/BPR)		
	Telephone No.: 022 – 67090462		
	E-mail ID: <u>co_itnetworkrfp@licindia.com</u>		
Web page Address	Web page Address Please refer to the Tenders Section of http://www.licindia.in		
Note: All Demand Drafts should be drawn on Nationalized/Scheduled bank in favour of "LIC of India" payable at Mumbai			

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The above schedule is tentative only and subject to change. Any changes will be notified through website. 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(s) will be entirely at the discretion of LIC and its decision shall be final and no correspondence seeking clarifications on the decision shall be entertained.

5. <u>Current Setup:</u>

The Corporation is currently providing the VPN access to its users across the country and selected locations outside the country through a central infrastructure based out of Mumbai.

6. Brief on the Scope of Work:

The scope of work for this tender is of **Procurement of Multi-Factor Authentication, Contextual Access Solution and Remote connectivity solution** at LIC's corporate office, Mumbai .The scope of work includes complete responsibility for providing and maintenance of the multi factor authentication along with other secure remote access features, according to the technical specifications provided for in the RFP, its end to end maintenance, warranty and on-site facility management. **Detailed scope of work for each area is mentioned in the respective sections**

Section-B: ELIGIBILITY CRITERIA

1. Minimum Eligibility Criteria (MEC):

LIC will use the following as the Minimum Eligibility Criteria (MEC) for this RFP and evaluating bidders. The bidder fulfilling the following criteria only should respond to the RFP/Tender:

Sl. No	Eligibility Conditions	Documentary Evidence Required	
1		a) Certificate of incorporation/registration	
	a) The bidder should be a registered entity in India.	b) Valid GST registration certificate	
	or		
	b) A company/statutory body owned by Central/State Govt.	Note: For Statutory bodies/Govt. undertakings	
		proof of Govt. ownership.	
2	Bidders shall be the Original Equipment Manufacturer	Bidder should submit Company Profile as per	
	(OEM)/Original Software Developer (OSD)/Original	Annexure-II and Annexure-III.	
	Software Owner (OSO) of the proposed		
	Software/Hardware/Solution	Documentary proof (purchase order/customers	
		certificates, etc.) should be submitted along with	
	(OR)	the bid.	
	System Integrator in the business of providing multi factor	If the bidder is a System Integrator, an	
	authentication services for VPN setup since last 5 years	Authorization letter from the OEM/OSD/OSO to	
	preceding the date of this RFP.	/market their product in India and it should be	
		valid for a minimum period of six years from the	
		date of RFP.	

3	The bidder should have direct support with the respective OEM/OSD/OSO proposed. Bidder should not be a mere reseller but a systems integrator. Bidder must have prime and direct (selling, support, upgrade and service) partnership with the solution / technology provider. (Applicable only for system Integrators)	Bidder should provide a letter from OEM/OSD/OSO, issued to them after the date of this tender and should be valid for six years mentioning their direct support agreement with OEM/OSD/OSO. LIC wants enterprise and direct OEM/OSD/OSO support/contract .It should be the highest level of support which could come under different names for different OEM/OSD/OSO Refer Annexure-XI.
4	 The bidder must have supplied, integrated, implemented and supported the proposed solution in this RFP to at least three clients in India for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India in the last three financial years preceding the date of this RFP. Out of the three orders mentioned above at least two orders should be for ten thousand concurrent users and the order value should be at least Rupees (INR) Ten crores 	Details to be submitted in Annexure-V along with the documentary evidence like copy of the purchase order(s) or certificate from the customers etc. duly mentioning the proposed solution with make & model
5	Bidder must have had a minimum turnover of Rs. Two Hundred Crores in each of their last three financial years preceding the date of this RFP.	Details to be submitted in Annexure-II and attested copies of Audited Financial Reports for the relevant years, duly signed by Authorized signatory of the Company along with Name and Seal. Rs. in Crores with 3 decimals.
6	Bidder should have made profit (before tax) in the last three financial years preceding the date of this RFP	Details to be submitted in Annexure-II and copies of Audited Financial Reports for the relevant years, duly signed by authorized signatory of the Company along with Name and Seal.
7	The Bidder/OEM/OSD/OSO should be capable for providing support for a minimum of six years after receipt of successful completion certificate of the project	The Bidder/OEM/OSD/OSO has to provide self-declaration on the letter head.
8	The bidder should not been black-listed/de-barred by any Govt./ PSU/ BFSI organization/ Government Departments in India, including LIC, as on date of submission of the bid	Annexure-IV
9	The bidder should have their Support Office in India for 24x7 supports.	Bidder to submit the details of contact person, email id, mobile number, and address of Support Office as Annexure XIII .
10	The OEM/OSD/OSO should have office and service center in India for more than five years.	Declaration from the OEM/OSD/OSO on its letterhead, providing the detailed address and contact person of the office and service center in India.
11	The bidder should submit an Authorization for the signatory nominated for signing of all the documents submitted in response to this RFP.	Power of Attorney or the copy of Board resolution appointing the authorized signatory.
12	The bidder has to provide details of Top 2 customers being serviced by them for the proposed solution as stated in point no (4).	The details should be submitted in Annexure-V LIC may verify the facts and bidder has to facilitate the meetings.
13	Integrity Pact duly filled and signed	Attached as Annexure- A.

14	Submission of MAF duly filled and signed	Proforma attached as Annexure XI .
15	Land Border Agreement	Annexure - X.

Note- The bidders are not permitted to authorize their dealers/distributors/partners/ franchisees / subsidiaries / sister concerns etc., (including individuals and third party firms/companies) to either collect or submit the tender-related documents on their behalf. LIC will summarily reject such requests and arrangements.

All the documents/proforma(s) /Certificates should be signed/attested by the Signatory of the Company authorized as per the Power of Attorney or as per the copy of the Board resolution appointing the authorized signatory duly authorizing the authorized signatory to act on behalf of the bidder for all legal and financial matter pertaining to this Bid and the resulting contract if any. Documentray evidence should be submitted along with power of Attorney proving that the authority delegating the powers has the necessary powers to do so from the bidder's company.

2. <u>List of enclosures with Eligibility bid :</u>

The Eligibility bid document should contain the following:

- a) Bid processing fee, in form of Demand Draft of Rs.11, 800/-.
- b) Letter for Authorized Signatory/Power of Attorney.
- c) Covering letter, application form and details asked as per Annexure-I and II.
- d) Copy of Certificate of registration/incorporation.
- e) Copy of GST registration certificate.
- f) Attested & authenticated copies of audited Balance sheet and Profit and Loss account for the last three financial years preceding the date of this RFP. (*Please do not attach annual report booklets*).
- g) Self-declarations as per Annexure-III
- h) Manufacturer Authorized Form (MAF) and declaration about back-to-back support from respective OEM/OSD/OSO as per Annexure-XI.
- i) Declaration about non-blacklisting as per Annexure-IV
- j) List of support centers as per Annexure-XIII.
- b) Documentary evidence like certificate from customers or copies of Purchase Orders etc. or certificate as per Annexure-V
- 1) EMD: Rs.1,00, 00,000/- (Rupees One Crore only) in form of a Bank Guarantee as per Annexure-VI.
- m) Soft copy of the entire eligibility-bid document and all supporting documents on one READ-ONLY CD/DVD.
- n) Pre-contract Integrity Pact as per enclosed format.
- o) This list is not exhaustive but only indicative. The bidder should refer to the bid document for all requirements to be submitted with the eligibility bid. The annexures should be as per format only. The bid may be rejected in case of non-adherence to above instructions.
- p) Bid may be rejected if bids are not signed by the Authorized signatory and designated official(s), as asked in the respective clauses/annexure of the RFP or if instructions are not followed.
- q) Annexure-X Land Border Clause (LBC)

Section-C: INSTRUCTIONS TO BIDDERS

1. Qualification Criteria

Only the bidders who meet all the qualifications mentioned in Section B "Eligibility Criteria" of this RFP are eligible to participate in the RFP.

2. Terms and Conditions

The terms and conditions for the bidders who participate in this RFP are specified in the Section named "Terms and Conditions". 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 document and the contents of the RFP along with the Annexure(s), clarifications/modifications issued, if any, will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/modifications issued.



will form the part of the purchase orders/any resulting contracts, to be issued to the successful bidder/s from time to time as an outcome of this RFP Process.

3. 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.

4. Relationship between LIC and the bidders

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

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 obtain independent 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.

6. Bid Processing Fee

Eligible and interested bidders shall download the soft copy of the bid document containing all the Annexures from <u>www.licindia.in</u> and submit the Bid Processing Fee (non-refundable) of Rs.11, 800/- (Eleven Thousand Eight Hundred Only) inclusive of GST in the form of a Demand Draft drawn on Nationalized/Scheduled LIC in favour of "LIC of India" payable at Mumbai, along with the bid. Any bid submitted without Bid Processing Fee will be summarily rejected. If the tender process is cancelled due to any reason by LIC, the bid processing fee will be refunded without any interest to the technically qualified bidders.

Pre Contract Integrity Pact:-

This RFP is issued on the condition that only those bidders who submit a signed Pre-Contract Integrity Pact with LIC, on a stamp paper of Rs. 500/- would be eligible to participate in the bidding. The Pre Contract integrity Pact" is attached as Annexure- A.

As per CVC Circular No. 015/VGL/091 dated 13.01.2017 of Revised Standard Operating Procedure (SOP) under clause No. 2.02 "Integrity Pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealing"

Only the bidders who meet all the Eligibility Criteria for this RFP and submit the Pre-Contract Integrity Pact are eligible to participate in the RFP

7. Pre-Bid Clarifications:

- a) Clarifications if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document have to be obtained by the bidder through the pre-bid queries only. Thereafter, no representations/queries will be entertained in this regard. Later on if any issue(s) arise, LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.
- b) The queries for pre-bid meeting should necessarily be submitted 3 days prior to pre-bid meeting in the following format to the email id <u>co_itnetworkrfp@licindia.com</u>, the file size per e-mail should not exceed 1MB. No other form of communication shall be entertained.

	[Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023]					
Sl. No	RFP Document Reference(s) (Section & Page Number)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause			
1.						
2.						

c) LIC shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by LIC.

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- d) No consideration will be given to communications from bidders seeking clarifications for pre-bid queries received after the date and time stipulated by LIC and no extension of time will be permitted for the same. However, LIC reserves the right to extend the last date and time for the same at its own discretion.
- e) 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 clarifications requested by prospective Bidders, modify the RFP Document.
- f) Clarifications/Corrigendum (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document and would be notified on the official webpage of LIC http://www.licindia.in (Tender Section).
- g) In order to provide prospective bidders reasonable time for taking the modifications into account, LIC may, at its discretion, any time prior to the date of bid submission extend the date for the submission of Bids.
- h) Requests for clarification on telephone will not be entertained.

8. Pre-bid meeting:

A Pre-bid meeting will be held with all the interested bidders as per the details given in the activity schedule.

9. Earnest Money Deposit:

The bidder should submit to LIC a total of Rs.1, 00, 00,000/- (Rupees One Crore only) as EMD along with the Technical-Bid document. The amount of Rs.1, 00, 00,000/- (Rupees One Crore only) should be submitted in form of a unconditional and irrevocable Bank Guarantee (*as per* Annexure-VI) valid for one year from the last date of submission of this tender. Non-submission of EMD along with Eligibility-Bid document may disqualify the Bidder.

- a) EMD, without interest, will be refunded to the qualified vendor after acceptance of Purchase Order and/or Signing of the Contract(s) by the vendor and submission of required Performance Bank Guarantee (PBG). No interest will be paid on the EMD.
- **b**) EMD, without interest, will be refunded to the unsuccessful bidders, within 45 days of publication of the result.
- c) The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if:

i. The successful bidder backs out after declaration of the result of the RFP.

ii. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP.

10. Instructions for Bid Submission

- a) The bidder should not respond to this RFP / quote for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected.
- b) Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/tender and subsequent modification(s) to this tender, if any.
- c) The original Bid shall be typed on 8.27" by 11.69" (A4 size) paper in indelible ink.
- d) All the envelopes and covers should indicate the name, address, telephone & mobile number, E-mail ID and fax number of the bidder clearly.
- e) Two-bid system (Eligibility-Technical and Commercial) will be followed by LIC for this RFP.
- f) Eligibility and Technical bid documents should be submitted in a separate envelope (along with CD/DVD for technical bid) which should be sealed and super-scribed as "ELIGIBILITY & TECHNICAL BID for Procurement of Multi-Factor Authentication, Contextual Access Solution and Remote connectivity solution Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023.
- g) Commercial bid should be submitted in a separate envelope (along with CD/DVD for commercial bid) which should be sealed and super-scribed as "COMMERCIAL BID for Procurement of Multi-Factor Authentication, Contextual Access Solution and Remote connectivity solution Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023.
- h) The above two envelopes containing the Eligibility, Technical-Bid and Commercial-bid should be placed inside another (third) envelope with the superscription as "BID for Procurement of Multi-Factor Authentication , Contextual Access Solution and Remote connectivity solution Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023.
- i) The Bid processing fee, EMD, MSME/NSIC Certificate and Pre-contract Integrity Pact (duly filled and signed) should be submitted separately in a sealed envelope bearing the name and address of the bidder.



- j) Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the tender document. Sealed Bids should be addressed to <u>THE EXECUTIVE DIRECTOR (IT/BPR)</u> and should be deposited in the tender box at the address and date as given in the activity schedule.
- k) No consideration will be given to a bid received after the date and time stipulated by LIC and no extension of time will be permitted for submission of Bids.
- 1) The Corporation will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason.
- m) The hardcopies of the bid (all documents and Annexure submitted as a part of bid or called for by the LIC) must be spirally bound, serially numbered, duly signed and stamped on each page of the bid document. Bid shall be signed by the duly Authorized signatory of the bidder. The person signing the bid shall sign all pages of the bid, except for an un-amended printed product literature/technical data-sheet available in the public domain.
- n) The bid may be rejected if:
 - i. Bid is not signed by the duly Authorized signatory or
 - ii. Bid submitted is unsigned or partially unsigned or
 - iii. An image of signature found pasted on pages instead of wet signature or
 - iv. Scanned bid is submitted.
 - v. Pre-contract Integrity Pact (duly filled and signed), MSME/NSIC certificate/EMD and Bid processing fee not enclosed.
 - vi. Bids are not submitted in respective envelopes as stipulated above.
- o) Language of Bid
 - a. 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.
- p) Bid Currencies
 - a. Prices for all the components shall be quoted in Indian Rupee. The Bids in currencies other than INR will not be considered.
- q) Ordinarily the bid shall contain no overwriting. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them. Overwriting/correction in the commercial bids are not permitted and any such overwriting in commercial bid will lead to its rejection.
- r) The specifications (Technical and Commercial Bids format) shall be submitted in the spread sheets as per respective Annexures specified in this RFP.
- s) The contents of the Soft copies submitted in a READ-ONLY CD/DVD (Separate CD/DVDs for Technical and Commercial Bid in respective sealed envelopes) and the contents of the Hard copies shall be exactly the same. However contents of Hard Copy will prevail.
- t) The technical specifications sheets and commercial-bid format/sheet in the spreadsheets will be password protected by LIC. The password used on the spread sheets will be validated by LIC for checking the authenticity of the file. If the password does not match, EMD OR A PART THEREOF MAY BEFORFEITED and BID MAY BE REJECTED.
- u) It may be carefully noted by all the participating bidders that it is likely if the password protected sheet is opened in any another software for e.g. open office, the password protected sheet may lose the password. Therefore care has to be taken to open the spreadsheet only in an application for e.g. MS Excel where it will not lose its password when edited. It may also be informed that the softcopy of the Technical and Commercial bids provided in the CD/DVD will be checked at the time of opening of the Technical and Commercial bids. In case the spreadsheet is submitted to LIC without the password protection or with password that does not match, the BID MAY BE REJECTED.
- v) In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of Rs. 5,000/- per violation will be charged and recovered from the EMD. For example: if the Bid is not spirally bound a penalty of Rs. 5,000/- will be imposed. Upper cap for this penalty is Rs.10,000/-
- w) During Technical Bid evaluation if any deviation is observed, LIC may call for clarifications and may decide to accept any deviation at its discretion and decision of LIC in this matter will be final. However, this will be done before opening of commercial bids.
- X) If any compliance or clarification sought by LIC is not submitted within 5 working 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 and binding.
- y) Disclaimer :- Subject to any law to the contrary and to the maximum extent permitted by law, LIC and its Director, 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.

11. Technical Bid

The Technical-Bid document should contain the following:

- (i) Covering letter (*on bidder's letterhead*) giving reference of this RFP and consent for acceptance of all the Terms & Conditions of this tender (*including modifications, if any, issued subsequently*) and mentioning list of all the enclosures.
- (ii) Technical specification compliance sheet as per Annexure-VIII (to be given separately in an Excel sheet).
- (iii) Complete bill of material to be submitted along with technical bid.
- (iv) Technical details/brochures of the product(s) as given in the Technical bid. No indications as to price aspect <u>or</u> financial stipulations are to be given in the technical bid, failing which the bid shall be rejected.
- (v) Soft copy of the complete Technical bid (*along with all its annexure*) in a separate READ-ONLY CD/DVD with all documents.
- (vi) No indication to price aspect is to be given in the technical bid, failing which the bid shall be rejected.

<u>Note</u>: The above list of requirements is indicative only. The vendor should refer to the bid document for **all** requirements that are required to be submitted in the technical bid document.

12. Commercial Bid (Indicative Price)

Price is to be quoted in Indian Rupees only.

- a) All quotes should conform to the format as mentioned in the Commercial Bid (indicative). The details are to be given as per Annexure-IX under the heading "Format of commercial bid (indicative) for Procurement of Multi-Factor Authentication, Contextual Access Solution and Remote connectivity solution Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023.
- b) The bidder should quote the prices for all the items in Commercial bid (Indicative Price) format as per Annexure-IX
- c) For each component, the prices quoted should be inclusive of all costs except service tax, local tax, cess, levies, Octroi, GST, VAT etc.
- d) Any other local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc. which may be payable if and wherever applicable at the place of delivery will be paid extra on actual basis by LIC, subject to production of original documents / receipt issued by appropriate authority. CST will not be paid only sales tax / VAT will be reimbursed.
- e) It will be the responsibility of the bidder to take care of all formalities, if any, necessary as per rules / regulations / orders of any government/non-government / regulatory authority in force.
- f) The price quoted shall not be subjected to variations in exchange rate, taxes, duties, levies or variation in labour rates etc.
- g) Bidders are advised to make a detailed study of the requirements of the project and ensure that the prices/rates quoted are all inclusive including the support required from the OEM/OSD/OSO in the execution and continuous monitoring of the project during the Contract period, as no deviation in any of the conditions would be permitted and nor would any increase in prices be allowed during the contract period.
- h) The Bidder should have the capability to implement and maintain the project during the contract period of 5 years.
 The vendor should also be able to carry out any changes, if necessitated by LIC during the contract period of 5 years.
- i) The vendor should propose only one product/solution for each of the requirements (Hardware, Software and Appliance) and quote for the same. If a vendor for any one of the stated technical requirements quotes multiple products/solutions, LIC will disqualify the entire response to the RFP by the vendor.

13. Clarification 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 in writing.



14. Modification and Withdrawal of the Bids

No bid can be modified or 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.

15. 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, appendices/ 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.

16. Revised commercial bid (If applicable):

LIC may call for any additional information/document by way of clarification etc. before the finalization of the technical bid. Also, during scrutiny of technical bid, if any technical specification/s and/or scope of work is/are changed or if there is a need of normalization for hardware/software to meet LIC's requirement, all the vendors will be informed of the same and asked to submit fresh commercial quotation in a separate cover, duly sealed and super scribed "REVISED COMMERCIAL BID for Procurement of Multi-Factor Authentication , Contextual Access Solution and Remote connectivity solution Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023.

During technical evaluation if any deviation is observed, LIC may decide to accept any deviation at its discretion and decision of LIC in this matter will be final and binding. However this will be done before opening of commercial bids.

17. Bid Validity Period

Bids shall remain valid for 1 year from the date of submission of bids. 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 any time before the expiry of validity period. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended.

18. Late Bids:

- a) The Bids received beyond date and time mentioned in activity schedule will be termed as "Late" and will be rejected/returned back to the bidder unopened.
- b) LIC will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason.
- c) LIC may, at its sole discretion change the date/time of submission of bids and LIC's decision in this matter will be final.

19. Procedure for opening of the bids:

Bids received within the specified closing date and time in the Activity Schedule will be opened in the presence of bidders' representatives who choose to attend the "bid-opening process" on the specified date, time and venue as given in the Activity Schedule (maximum two representatives per bidder will be permitted in each of the bid openings).

- a) The date and Venue of the opening of the Bids shall be as per the Activity Schedule. The representatives of the bidders should carry the identity card and a letter of authority from the bidder to identify their bonafides for attending the opening of the Bids.
- b) The outer sealed Envelope and the envelopes containing the Eligibility and Technical bids shall be opened by the Tender Opening Committee (TOC) of LIC in the presence of the bidders/their Authorized representatives who choose to attend, as per the activity schedule.
- c) Technical bids will be evaluated only for those bidders declared as "qualified" as per the MEC.
- d) On completion of the Technical Bids evaluation, the date, time & venue of opening of their Commercial bids will be intimated to all shortlisted bidders.
- e) Commercial bids (indicative) of only the bidders shortlisted in the Technical bid evaluation will be opened by the Tender Opening Committee of LIC in the presence of the bidders/ their Authorized representatives who choose to attend.



20. *Bid Evaluation:*

- a) LIC will evaluate the Bids submitted in response to the RFP and all supporting documents / documentary evidences as per the requirements stated in the RFP documents and its subsequent modifications (if any).
- b) LIC may ask for meetings with the Bidders to seek clarifications on their bids.
- c) Evaluation of the responses to the bids and subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC and will be binding on the bidders. LIC decision shall be final and no correspondence seeking clarifications about the decision shall be entertained.

21. Rejection of non-compliant bid:

- a) LIC reserves the right to reject any or all bids on the basis of any deviation(s).
- b) 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.

22. Technical Bid Evaluation process:

The technical bids will be evaluated only of those bidders who fulfill the eligibility criteria. The Technical Bid response contains the detailed specification(s) for individual items.

- a) Only those bids which have been found to be in conformity of the eligibility terms and conditions will be taken up for further evaluation.
- b) LIC reserves the right to evaluate the bids on technical and functional parameters including visit and witness demos of the system and verify functionalities, etc.
- c) Bidder should quote only those appliances which can seamlessly integrate with other standard security appliances procured through this RFP or future RFPs. Failure to do so may lead to bid being rejected and forfeiture of EMD/PBG.
- d) LIC may request for demonstration of interoperability of the various solutions provided. These demonstrations may be done at LIC Vile Parle or at vendor's premises in Mumbai.
- e) To assist in Technical Evaluation, LIC reserves the right to call for any clarification from any/all bidder during the evaluation of the bids. Such clarifications should be submitted only in writing. However, no other correspondence on bids will be entertained.

23. Commercial Bid Evaluation process

- a) Only those Bidders who qualify in Eligibility and Technical evaluation would be shortlisted for commercial evaluation via Reverse Auction conducted by LIC's Authorized e-Procurement service provider.
- 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-IX.
- 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 words and figures, words will prevail.
- e) The Commercial bids (indicative price) of technically short listed bidders will be opened by the TOC in the presence of bidders/ their Authorized representatives who choose to attend. Thereafter, these bidders need to participate in online reverse auction for which web-based e-tender platform will be made available by LIC.
- f) NPV Rule: While evaluating the tenders covering a longer period (i.e. more than one year), the quoted prices pertaining to maintenance in future years are to be discounted to the net present value (NPV) as appropriate for comparing the tenders on equitable basis.

The Net Present Value of the proposal is equal to the sum of the present values of all the cash flows associated with it. NPV is to be calculated on the annual cash outflows.

Discounting rate to be used: 10%

Standard software for example 'Excel' can be used for the NPV computation. An indicative template is also provided purely for facilitating the bidder. Bidders must ensure the accuracy of the computation at their end for the calculations. The template provided is a facilitator only for the computation and the bidder is responsible for the computation as per the guidelines.

r = 10% i.e. 0.10

g) Price Variation Factor and H1 Elimination clause:

When the number of Technically Qualified Bidders are more than five, the technically qualified H1 bidder (Bidder with the Highest Quoted Total Bid Price at NPV) will be disqualified and eliminated from participating in online reverse auction, if his bid value as per the submitted commercial bid (indicative) is higher by more than 40% as compared to the average of quoted prices of all technically qualified bidders for all items in aggregate.



- h) The total Bid Price for this clause will be all inclusive bid price at Net Present Value (NPV) exclusive of all applicable taxes such as local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc.
- i) No price variation/adjustment or any other escalation will be entertained after the closing of Bids.

24. Normalization of Bids

- a. LIC may, at its sole discretion, decide to seek more information from the Bidders in order to normalize the Bids. However, Bidders will be notified separately, if such normalization exercise is resorted to.
- b. Normalization will be done to the extent possible and feasible to ensure that Bidders are meeting the requirements of the RFP to the extent possible and that the interest of LIC is protected. LIC reserves the right to normalize any or all of the technical bids. If such normalization has a bearing on the price, LIC may at its discretion ask the bidders eligible for technical evaluation to submit the technical and commercial bids once again for scrutiny.
- c. The submissions can be requested by LIC in the following two manners:
 - i. Incremental technical bid and/or incremental price submissions in part of the requested clarifications by LIC(or)
 - ii. Revised technical and/or price submissions of the part or whole Bid
- d. The process of normalization may be iterative till such time LIC is satisfied with the response of the Bidders.
- e. Post the normalization process in case any Bidder has not quoted for any of the components, the response would be deemed to conclude that the unquoted components required for meeting the functional and technical requirements including the service levels specified in this RFP have been included in the total fixed cost in the revised Annexures of the Commercial Bid.
- f. The Bidder by participating in this tender agrees to the normalization process being followed and adopted by LIC and has no reservation on the process adopted. In the event the Bidder has any query on the normalization process the same may be raised by the Bidder as part of the pre bid queries.
- g. This clause is applicable for only those items where the Bidder has quoted inadequately in terms of quantity or description or sizing, in such cases the bidder will provide the additional quantities at the same rates quoted in the price Bid.
- h. This clause is not applicable for items where the Bidder has missed out quantities or scope items, in such cases the bidder will have to make good such items or scope at no additional cost to LIC.
- i. LIC can repeat this normalization process at every stage of bid submission till LIC is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to LIC during this process.
- j. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

LIC, at its discretion, will go through a process of normalization of the bids to the extent possible and feasible, to ensure that Bidders are more or less on the same technical ground. However, Bidders will be notified separately, if such normalization exercise is resorted to. 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:

- Incremental Technical and Commercial bids, or
- Complete Technical and Commercial bids once again.

LIC can repeat this normalization process several times at after each submission and subsequent evaluation of the technical submission, till LIC is satisfied. By responding to this RFP, the Bidders have agreed that they have no reservation or objection to the process & conditions of normalization and will participate in the normalization process and extend their cooperation to LIC during this process.

25. Online Reverse Auction:

The Commercial bid (indicative) as per Annexure-IX shall be submitted in a separate sealed cover. After the opening of Commercial Bids (indicative) of technically qualified bidders, Online Reverse Auction will be held.

- a) The Commercial Bids (indicative) of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. Thereafter, the technically qualified bidders subject to provisions of Price Variation Factor and H1 Elimination clause(refer point (g) 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.
- b) Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder.



- 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 by using the formula mentioned at point 23 (f) above.
- d) The bidder with lowest commercial bid at the close of online reverse auction will be declared as L1 bidder.
- e) 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/OSD/OSO 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.
- f) 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 and forfeit EMD.
- g) The commercial figure quoted will be an all-inclusive figure inclusive of out of pocket expenses, traveling, boarding, permits, lodging but excluding all applicable taxes such as Service taxes, local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc.
- h) The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency notified by Controller of Certifying Authority (CCA) as per Information Technology Act, 2000 as amended from time to time.
- i) In case, only one bidder is technically qualified, no reverse auction will take place. However, LIC reserves the right to negotiate price with the lone bidder. The prices once finalized through online reverse auction or negotiation will be termed as the "approved prices".
- j) LIC will determine the Start Price and other parameters for the Reverse Auction
 - i. on its own and / or
 - ii. evaluating the price band information available in the commercial bids (indicative) of the technically qualified bidders and / or
 - iii. based on the lowest quote received in the commercial bids (indicative).

26. Contacting LIC:

No Bidder shall contact LIC or its employees through any means of communications on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of LIC, it should do so through designated email-id as given in the Activity Schedule. 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.

27. Right to terminate the Process:

- a) 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.
- b) 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.
- c) 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.
- d) LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.
- e) 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 interest of LIC.

28. Consortiums or sub-contractor



No consortium bidding is allowed. LIC will not consider joint or collaborative proposals that require a contract with more than one prime Vendor. Bidder need to fulfill all the eligibility criteria and technical evaluation criteria in its individual capacity unless mentioned otherwise.

29. Assignment / Sub contracting:

The successful bidder (hereinafter mentioned as vendor / successful bidder) shall not assign / sub contract in whole or in part, the obligations to perform under the contract, except with Corporation's prior express consent.

30. *Signing of contract:*

Post submission of Performance Guarantee by the successful bidder, LIC shall enter into a contract with the successful bidder, incorporating all clause of RFP, all clarifications and the response to the RFP of the successful bidder. The selected bidder (vendor) has to sign a contract with LIC as per the terms and conditions of the RFP on a Rs.500/- nonjudicial stamp-paper. This initial contract will be called as the Master Service Agreement (MSA) which will act as the comprehensive contract document between LIC and vendor for all purpose/conditions related to the RFP. The MSA will be the permanent reference & the contract document (with subsequent modifications, if any). The modifications to the MSA will be mutually agreed and will be accommodated in the form of addendum/schedules to the MSA since procedural aspects, services etc. will be continuously evolving. On behalf of LIC, MSA will be signed by the Officials of Central Office, IT/BPR dept. Mumbai. No other contract will be required to be signed by any of other LIC-offices.

31. 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.

32. Intellectual Property Rights

Third Party Material

The successful bidder 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.

LIC ownership of Intellectual Property Rights in Contract Material

- a. All Intellectual Property Rights in the Contract Material shall vest in LIC;
- b. to the extent that LIC needs to use any of the Auxiliary Material provided by the Vendor to receive the full benefit of the Services (including the Contract Material), the Vendor grants to, or must obtain for, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material.

33. Responsibility of the successful bidder

It would be the responsibility of the successful bidder to ensure that it has legal, valid and current rights to provide all the deliverables as sought under this RFP. LIC acknowledges that save as expressly provided elsewhere in this RFP, all Intellectual Property Rights in relation to the software, its documentation, development, coding and any adaptations, translations and derivative work, whether a copyright, trade mark, patent, trade secret design or otherwise, provided to the LIC by the bidder during, in connection with or in relation to fulfilling its obligations under this RFP will belong to and shall remain a property of the bidder or its licensor, except under the condition when the LIC has taken possession of the software through its rights bestowed upon by the Escrow arrangement.

34. Liability of the successful bidder



The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project. The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against the LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.



SECTION-D: TERMS AND CONDITIONS

A. <u>Terms and Conditions regarding bidding</u>:

- 1. The Bidder is expected to examine all instructions, statements, forms, terms, conditions and specifications in the bid document. Failure to furnish all information required by the bid document or submission of a bid not responsive to the bidding document in every respect will be at the Bidder's risk and may result in rejection of his bid. While the Corporation has made considerable effort to ensure that accurate information is contained in this RFP, the information contained in this RFP is supplied solely as a guideline for bidders.
- Any notice by one party to the other pursuant to the Contract shall be sent by fax/e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract. All communications shall be addressed to The ED (IT/BPR), LIC of India, Central Office, IT/BPR Department, 2nd Floor, Jeevan Seva Annex Building, S.V. Road, Santa Cruz – West, MUMBAI 400054.
- 3. LIC may waive off any minor non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.
- 4. Bid with insufficient information, for thorough analysis, may be rejected.
- 5. 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.
- 6. It will be the responsibility of the vendor to take care of all the formalities (wherever and whatever applicable) as per rules / tax laws / regulations / orders of any government/non-government/ regulatory authority in force etc.

B. Other / General Terms and Conditions:

1) Assignment:

The successful bidder (hereinafter mentioned as vendor / successful bidder) shall not assign in whole or in part, the obligations to perform under the contract, to any other entity except with Corporation's prior express consent.

2) Non-Disclosure Agreement (NDA):

During the contract period, the Personnel of vendor will have access to confidential information of LIC of India such as IP addresses, router configuration, network security design, architecture, etc. The vendor or its Personnel shall not disclose at any point of time to any other person/third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also the vendor may use the information only for serving LIC's interest and restrict disclosure of information solely to those employees of vendor having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. The successful bidder has to sign NDA as per Annexure-VII. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting.

The successful bidder shall submit Non-Disclosure agreement on a Stamp paper of Rs. 500/- (Rupees Five Hundred only) stamp duty must be as per the prevailing Stamp duty Act of the Maharashtra State Mumbai Jurisdiction – as per the format given in Annexure –VII duly signed by the Authorized Signatory of the company.

3) Performance Bank Guarantee (PBG):

The selected vendor is required to submit a Performance Bank Guarantee (PBG) to LIC in form of a Bank Guarantee equal to 3% of the total Contract Value. Format for submitting the Bank Guarantee is attached herewith as Annexure-XII. No interest shall be payable on the PBG 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 vendor". The PBG shall be valid for the period of 63 months (including three 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-support etc. required as per this RFP.

If vendor fails to submit the required PBG within 15 days period as mentioned above, penalty of Rs.5,000/- per day (subject to maximum penalty of Rs.1,00,000/-) will be imposed. In case the selected bidder fails to submit performance bank guarantee even after the elapse of 35 days from the date of letter issued for selection as the "selected vendor", LIC at its discretion, may cancel the allotment of the contract to the concerned bidder and allot the contract to the L2 bidder at L1 prices, so on and so forth. All the terms & conditions, stated in this RFP (and



subsequent modifications, if any) will then be applicable to the L2/L3 bidders, so on and so forth. In case the tenure of servicing is extended beyond five years, the selected Vendor will be required to extend validity period of the PBG or submit a fresh PBG. This should happen within one month prior to the expiry of the earlier PBG, unless otherwise intimated by LIC.

The PBG will be invoked in full or part to be decided by LIC) In any of the following eventualities during the period of contract:-

- The bidder fails to honour expected deliverables or part as per this RFP after issuance of PO.
- Any legal action is taken against the bidder restricting its operations.
- Any action taken by statutory, legal or regulatory authorities for any breach or lapses which
- are directly attributable to the bidder.
- LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as
- per the agreed terms & Conditions.

4) Signing of contract:

Post submission of Performance Guarantee the selected bidder (vendor) has to sign a contract with LIC as per the terms and conditions of the RFP on a Rs.500/- non-judicial stamp-paper. This initial contract will be called as the Master Service Agreement (MSA) which will act as the comprehensive contract document between LIC and vendor for all purpose/conditions related to the RFP. The MSA will be the permanent reference & the contract document (with subsequent modifications, if any). The modifications to the MSA will be mutually agreed and will be accommodated in the form of addendum/schedules to the MSA since procedural aspects, services etc. will be continuously evolving. On behalf of LIC, MSA will be signed by the Officials of Central Office, IT/BPR dept. Mumbai. No other contract will be required to be signed by any of other LIC-offices.

5) Transportation and Insurance:

The successful Bidder is required to deliver the products and services at the destination as informed in the Purchase Order for execution. Transportation and Insurance of goods shall be arranged and paid for by the vendor at no extra cost to LIC. The goods supplied shall be fully insured by the vendor for and from transit period till 10 days from the date of delivery at LIC offices, at their cost against any loss or damage. Should any loss or damage occur, the vendor shall:

(a) Intimate and pursue claim with the Insurance Company till settlement and

(b) Promptly make arrangements for replacement of any damaged item/s (within fifteen days of detection of damages), irrespective of the settlement of claim by the Insurance Company.

6) Road Permit:

Road/entry permit etc. which may be required for entry into a State for supply of the equipment's to the locations mentioned in Purchase Orders, will have to be obtained by the Vendor, without any additional cost to LIC. If required, on receiving a written request from vendor, a declaration (Whom so ever it may concern) may be given by LIC to the Vendor to the effect that the equipments/goods are as per the purchase order issued by LIC and these are for LIC own use and not meant for any resale or for any manufacturing or packing of any goods for sale. The vendor has to take care of all other formalities which may be required for obtaining the Road-Permit / Entry permission.

7) Dispute:

- a) In the event of any dispute or disagreement over the interpretation of any of the terms in this bid document or claim of liability, the same shall be referred in writing to an arbitrator appointed by mutual consent of both parties whose decision shall be final and binding upon both the parties. (As mention in clause (d)) Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliation Act 1996. The venue of arbitration shall be Mumbai. Subject hereto the courts in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.
- b) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- c) The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.



d) A party claiming a dispute has arisen, must give the other parties to the dispute notice setting out details of the dispute. During the 30 days after a notice is given (Or longer period if the parties to the Dispute agree in writing), each party to the dispute must use its reasonable efforts through a meeting of Senior Executive (of their nominees) to resolve the dispute. If the parties cannot resolve the dispute within that period then, the parties agree that any dispute or differences under or in connection with agreement or any breach thereof which cannot be settled by mutual negotiation between the parties shall be finally settled by Arbitration conducted in accordance with Arbitration and Conciliation Act, 1996 or any modification, Rules or enactments thereof. Each party shall appoint its Arbitrator and the two respective Arbitrators appointed by each party shall appoint presiding arbitrator to adjudicate the dispute, difference or claim between the parties. The arbitration proceedings shall be final and binding upon the parties.

8) Consequences of Termination of the Selected Bidder:

In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP 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, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/continued execution of the scope of the work defined in RFP. 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.

9) Force Majeure Condition:

- a) For purposes of this clause, "force majeure" means an event beyond the control of the Bidder excluding those involving supplier's/ OEM/OSD/OSO faults. Such events may include, but are not restricted to, acts of the government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- b) In case a Force Majeure situation arises, the Vendor shall immediately notify LIC of India in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the implementation of the agreement.
- c) Unless otherwise directed by LIC of India in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.

10) Limitation of liability:

Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/vendor to pay liquidated damages to the Corporation and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

11) Confidentiality:

The contents of this RFP and the supporting documentation are confidential to the corporation and are provided solely for the purpose of response to the RFP. The bidder shall not, without the written permission of LIC make any public statements in relation to the details of contract or the awarding of any subsequent order or contract to the bidder.

12) Copyright Violation and Patent Rights:

The Bidder shall undertake to indemnify LIC in respect of all claims arising out of violation of any Patents or Copyrights, for all software supplied by the successful bidder. The Bidder shall indemnify LIC against all third



party claims of infringement of patent, trademark or industrial design rights arising from use of the software packages. The Vendor should have back to back agreement with OEM/OSD/OSO to safeguard the Corporation's interest with regards to IPR. IF THE BIDDER IS NOT ABLE TO COMPLY WITH THIS CONDITION, THE BID WILL BE TREATED AS NON-RESPONSIVE.

13) Fraud and Corrupt Practices:

The bidder/vendor, their employees and representatives 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, LIC shall reject a Bid or terminate the contract without being liable in any manner whatsoever to the bidder/vendor, if it determines that the bidder/vendor has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable / restrictive practice (collectively the "Prohibited Practices") at any time. In such an event, LIC shall, without prejudice to its any other rights or remedies, forfeit in part or full the PBG, as the case may be for, inter alia, time, cost and effort of LIC, with regard to the RFP, including consideration and evaluation of such Bids and such Bidder/Vendor may not be allowed to participate in any RFP issued by LIC during a period of two years from the date such bidder/vendor is found by LIC to have directly or through an agent, engaged or indulged in corrupt / fraudulent / coercive / undesirable / restrictive practice, as the case may be. For the purposes of this Section, the following terms shall have the meaning herein-after respectively assigned to them:

corrupt practice" means 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 Letter of Notification of Award 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 Letter of Notification of Award or after the acte any 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 eligible bidder/ adviser of LIC in relation to any matter concerning the Project;

(a) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, suppression of facts in order to influence the Selection Process or violation of statuary requirements/regulations etc.

(b) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(c) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by LIC 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

(d) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition in the Selection Process.

14) Ambiguities within the Document:

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

(b) 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

(c) as between any value written in numerals and that in words, the value in words shall prevail.

Apart from the clauses where specifically mentioned all other terms and conditions of RFP are applicable.



15) Conflict of interest:

- I. 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 nor is likely to arise in the performance of its obligations under the contract.
- II. A Vendor will not have a conflict of interest that may affect the Services
- III. LIC requires that the Vendor provides professional, objective, and impartial services and at all times hold LIC's interests' paramount, avoids conflicts with other assignments or its own interests, and acts 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.
- IV. 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.

The Vendor shall disclose to LIC in writing, all actual and potential conflicts of interest that exists, arises or may arise in the course of performing the obligation(s) as soon as it becomes aware of that conflict.

Consequences of Termination of Selected Bidder:

In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP 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, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/continued execution of the scope of the work defined in RFP. 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.

16) Rights reserved by LIC:

- (a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC reserves the right to debar the Bidder from participating in future RFPs floated for a period decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.
- (b) LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFPs, at any time prior to award of agreement without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s). Reasons for cancellation will be determined by LIC at its sole discretion.
- (c) LIC reserves the right to accept <u>or</u> reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.
- (d) LIC reserves the right to verify the validity of bid information, and to reject any bid/quotation where the same appears to be incorrect, inaccurate or inappropriate in the Corporation's estimation.
- (e) Bids not conforming to the requirements of the RFP may not be considered. LIC reserves the right, at any time, to waive any of the requirements of the RFP, at its sole discretion and in the best interest of the Corporation. However, this will be done before opening of the commercial bid(s).
- (f) Further, the Corporation shall have the right to cancel the RFP process at any time without assigning any reason, prior to finalization of the contract, without thereby incurring any liability to the affected bidder or bidders. Reasons for cancellation will be determined by the Corporation in its sole discretion.
- (g) LIC may call for any additional information/document by way of clarification before the finalization of this tender process.
- (h) Procurement of any equipment/components outside this tender.

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- (i) There may be certain unforeseen issues. LIC will decide these issues based on merits of each case. The decision taken by LIC will be final and binding on all the bidders/ selected vendor.
- (j) The decision of LIC in all matters will be final and binding on all bidders participating in this bid.
- (k) LIC may terminate the agreement if it determines at any time that the vendors or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the agreement, even if the concerned Vendors have taken timely and appropriate action satisfactory to the LIC to remedy the situation.

Section-E: SCOPE OF WORK

The scope of work includes understanding the requirement, customizing and providing the deployment architecture of proposed solution. Supply, install and commission solution at LIC data centers. Configure for high availability, tune up the appliances with LIC Security requirement; document the solution, train the candidates nominated by LIC. This is not an all-inclusive list. The Bidder is expected to provide the end to end solution and vendor is expected to absorb any other cost of material / services if any not particularly listed below.

Based on the contents of the RFP, the Bidder shall be required to propose a solution, which is suitable for LIC, after taking into consideration the effort estimated for implementation of the same and the resource and the equipment requirements. LIC expressly stipulates that Bidder's selection under this RFP is on the express understanding that this RFP contains only the broad provisions for the entire assignment and that the deliverables and the services in connection therewith are only a part of the assignment. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available all such resources as may be required for the successful completion of the entire assignment at no additional cost to the LIC notwithstanding what is stated here and what is not stated.

A Minimum 10,000 licenses for concurrent users will be procured by LIC. However, if the number of users exceeds 10,000 the bidder will not deny access to the additional users, but bring it to the notice of LIC. If the number of concurrent users continues to exceed 10,000 for period of seven days. LIC will place additional purchase order for the same.

The Bidder must envisage all necessary services to be provided and ensure the same is delivered to LIC. LIC will not accept any plea of the Bidder later for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.

General

- Supply of the solution/products along with the licenses with provision for version upgrades/patches.
- Installation and implementation of the solution as per the technical specifications and requirements of LIC.
- In case there is a cost incurred to LIC due the wrong BoM/Specification/feature-set of the solution at any location, the same will have to be replaced by vendor at no extra cost to LIC.
- Prepare test-plan, migration plan and rollback strategies
- Monitoring, onsite support and offsite support
- The successful bidder shall co-ordinate and co-operate with the other vendors appointed by the LIC so that the work shall proceed smoothly without any delay and to the satisfaction of LIC.
- No extra claim shall be entertained on account of all/part of any job redone on account of bidder's negligence which results into damages/losses during execution of the job. Also, any component(s) required to deliver the solution after release of Purchase Order shall have to be provided by the successful bidder. All such cost shall be borne by the bidder.
- The vendor has to provide complete escalation matrix which should be updated and sent to LIC as and when there is a change.
- No extra claim shall be entertained on account of all/part of any job redone on account of bidder's negligence which results into damages/losses during execution of the job. Also, any component(s) required to deliver the solution after release of Purchase Order shall have to be provided by the successful bidder. All such cost shall be borne by the bidder.
- The bidder has to perform an OEM/OSD/OSO audit immediately after the deployment of the solution. The OEM/OSD/OSO audit has to provide a detailed report on the hardening, best practices to be adopted and compliance to IRDAI guidelines. All aspects of technical specifications should be verified for the implementation. IS Audit requirements as per the IRDAI/other regulatory guidelines should be complied with.



The audit should also cover compliance with any legal, regulatory or industry requirements.

- After the first OEM/OSD/OSO audit, immediately after deployment the bidder has to perform a half yearly OEM/OSD/OSO audit and provide a detailed report on the hardening and best practices to be adopted. All aspects of technical specifications should be verified for the implementation. IS Audit requirements as per the IRDAI/other regulatory guidelines should be complied with. The audit should also cover compliance with any legal, regulatory or industry requirements and should provide recommendations on the latest security posture to be adopted in view of the evolving threat landscape.
- The OEM/OSD/OSO Audit report should be made available within seven days of conducting the OEM/OSD/OSO Audit. The System Integrator has to ensure that all the shortcomings pointed out in the OEM Audit report are rectified and all the recommendations are complied with within fifteen working days at no additional cost to LIC.
- The Bidder has to formulate the BCP processes in line with the IRDAI guidelines and conduct DR Drill twice a year. The DR drill conducted has to be evaluated by a third party (CERT-In empanelled).

1.1) Details of Work

- Total solution will cover supply, installation, implementation, testing, training, supporting the MFA and Contextual Access solution (including the licenses), management and reporting during the contract period.
- Prepare HLD and LLD in consultation with OEM/OSD/OSO and LIC for rollout. The design should be OEM/OSD/OSO certified.
- > Design and document a Project implementation plan with significant milestones marked on it.
- The selected bidder needs to configure the solution in High Availability (HA) mode (Active-standby) and configure management and reporting as deemed fit to address the LICs requirement.
- The successful bidder need to implement the solution as per the technical specification described in this tender.
- Bidder needs to study the existing Client, Server, LAN & WAN network environment of LIC and suggest suitable changes for deployment of proposed solution.
- The solution needs to be integrated with LIC's existing Local Area Network, Wide Area Network, Server and Security infrastructure etc.
- The bidder shall be responsible to provide within scope of work all facilities like labour, transportation, tool Kits, testing equipment etc. which is necessary for successful deployment of solution.
- Transportation to & fro, lodging and boarding of manpower shall be in vendors scope. (Present Locations are Vile-Parle (S.V. Road, Mumbai 400054), IDC (Prabhadevi, Mumbai) and Bangalore.

1.2) Details of MFA requirement

- The bidder shall provide the MFA and Contextual Access solution as per the requirements mentioned in the technical specifications.
- > The provided solution shall be of the latest versions and should not be end of support for the next six years.
- The initial requirement is for 10000 users (concurrent licenses) which may be scaled up to 50,500 users. These users will be using the Multi-Factor Authentication, Contextual Access Solution and Remote connectivity solution.
- ➤ The successful bidder shall provide all necessary software licenses, tools, deploy, implement, train and handover the solution to LIC.
- In case of any regulatory changes the bidder has to make the necessary modifications in the solution so as to comply with the regulatory changes.
- > LIC intends to integrate the offered solution with multiple applications/server/network devices.
- "User" should be able to access all MFA and Contextual Access integration application/systems with single license.
- > There should not be any restriction on the number of devices.
- > The effective start date of the licenses shall be Go-live and acceptance by LIC.
- License subscription cost shall also include product support. Product support shall include updates, upgrades, patches/bug fixes, problem resolution etc. If, any new version of the software is released during the subscription period, then the same shall be made available to LIC without any additional cost. 24 x 7 problem resolution support shall be provided through telephone/ e-mail during the subscription period.
- The proposed solution should support both IPv4 and IPv6.
- Bidder shall submit the manufacturer/OEM/OSD/OSO authorization letter to confirm that product/solution is delivered from Manufacturer/OEM/OSD/OSO and Bidder is partner with OEM/OSD/OSO for the above



scope of work and submit the same as part of the bid. This agreement should include but not limited to the ownership of the activities, timelines and resources associated to the activities.

1.3) Hardware requirements

The successful bidder will be expected to provide software and its license required for the solution as per the scope of work and technical specifications to LIC. All necessary hardware for creating VM (if required), tools, SSL/TLS certificate, and SMS gateway will be provided by LIC.

The bidder should provide all the required hardware (Physical or Virtual) details along with detailed configuration (refer to table) required for hosting the Multifactor Authentication and Contextual Access Solution in LIC while submitting the Technical Bid.

S. No.	Component name / description	No. of Host	RAM per VM	Min. CPU Speed (MHz)/VM	OS Drive Size (In GB)/VM

SSL/TLS certificate quality, LAN IP, Public IP must be given in advance.

Any other requirement other than the above mentioned requirement is to be provided by the bidder.

1.4) Process and System Study

The Bidder is expected to study the RFP to gain an understanding of the current and proposed business processes in the LIC. The Bidder is expected to identify business process areas where the Bidder may need to obtain further understanding. The Bidder is expected to identify further process improvement opportunities.

The successful Bidder will be required to create a detailed System Requirement Specification (SRS) document with the understanding. The SRS preparation team of the successful Bidder should be experienced, with full functional knowledge of the software. The LIC reserves the right to ask for replacement of any team member if the LIC feels he/ she is not adequately qualified for the same. The SRS Document shall be signed off by the LIC on acceptance of the same.

1.5) Design and Architecture

Bidder has to architect the solution deployment after understanding the following details:

- Understanding the Network in terms of Network, Server and Security appliances, LAN, WAN & Internet Links and segments etc.
- Prepare the designs and implement the solution in line with ISO27001:2013 standards as modified from time to time.
- Study of LIC's existing security environment and guidelines and recommend best practices to implement and roll out the solution.
- Study of our present architecture at Data centers.
- Bidder needs to prepare a detailed execution plan.

1.6) Preparation of System Requirement Specification Document

The Bidder is expected to create System Requirement Specification (SRS) Document under the scope of the Multifactor Authentication and Contextual Access Solution implementation including all proposed interfaces and customizations involved. The System Specification Document shall be signed off by the LIC on acceptance of the same.



The Bidder may suggest amendments to the processes that would suit the product solution offered for a seamless integration and document the same to suit the proposed "Multifactor Authentication and Contextual Access Solution" as envisaged in the Study Report. However, the objective and output of the process should not change. On acceptance of the final solution by the LIC, the Bidder cannot deviate from the agreed solution under any circumstance unless agreed by the LIC. The agreed solution shall be binding on the part of the Bidder and inability to deliver the solution may result in annulling the contract and the same being awarded to another vendor as per the decision of the LIC. The LIC shall impose financial penalties or / and invoke the PBG in such circumstances.

The Bidder is expected to prepare the System Requirement Specification Document containing the following details but not limited to:

- Overview of the Process with System/Application FAQs
- Security features
- > Application deployment architecture with Hardware topology
- User manual & Run Book
- Version description document
- > Application upgradation and patches management document
- Architecture & design document including Traffic flow document between the devices
- > IP address allocations to various components
- Project Plan with milestones, resourcing, and deliverables
- ▶ Inventory list consisting of hostnames, make, model, serial number
- > Testing cases and test results documented before and after implementation.
- Standard Operating Procedures
- Industry Best Practice Use cases and customization for LIC
- Vendor support details and escalation matrix
- > OEM support details and escalation matrix
- List of reports related directly/ indirectly to module(s)/ customization/ interface
- ▶ IT Security and Backup Architecture and parameterization with relevant details
- Handling of Logs
- User Manual and on-line tutorial
- Performance Measurement Matrix.

1.7) Basic Installation of Hardware and Software

Bidder has to perform following jobs for completing the above mentioned activity:

- > Installing the required OS and Applications on Physical Hardware.
- Configuring IP address and default gateway etc. on all devices
- Check L2 & L3 connectivity on network using "ping & trace route" commands
- Installing License for the solution.
- Enabling of features and functionality as per the technical specifications.
- Configure the solution in HA mode (either in Active-Active or Active-Standby as specified by LIC while execution)
- ▶ Integration with AD (Active Directory) to facilitate user identification.
- > Configure all automated updates for all features.
- > Configuration of update and upgrades as and when the latest version is released.
- Configuring backup Schedule.
- Check for failover.

1.8) Basic Deployment

- The selected bidder shall deploy Multifactor Authentication and Contextual Access Solution that complies with the technical specifications of the RFP.
- > The Bidder's resources will be required onsite during the deployment phase.
- The selected Bidder shall assign project manager and associated support personnel for this project. The number of resources required deploying for MFA and Contextual Access Solution implementation shall be provided along with their skillsets (example L1, L2, L3 implementation or Operations) with LIC as part of the final project plan.



- The solution provider should be able to integrate with all the required, existing, and proposed future IT systems/tools. Solution should integrate with all the third-party endpoint agents like Firewall, DLP, Proxy, ITSM, Encryption, Backup solution clients, industry leading PIM solution, SIEM etc.
- The proposed solution should support and integrate seamlessly, without any dependency, with the existing VPN in LIC or any other VPN services procured by LIC in future.
- > The proposed solution should enable remote connectivity from trusted endpoints only.
- The solution provider should provide a detailed implementation Plan of action (POA) for Multifactor Authentication and Contextual Access Solution. It should include the approach, risk, benefits, and downtime (if any). Post approval of POA, solution provider should work with LIC's internal teams and application or business owners to complete the implementation of the solution.
- LIC will perform its own Vulnerability assessment/ Penetration testing (VAPT) & Risk assessment on the entire solution before going live and the solution provider needs to fix all the vulnerabilities/risks highlighted in the reports at no extra cost to LIC.
- The Solution provider will deploy and validate all the features in the Multifactor Authentication and Contextual Access Solution including (but not limiting to) Dashboard setup, use cases, auto- remediation of security policies/patches and report customization.
- Setting up of test environment at LIC site will be Bidder's responsibility.
- The Bidder should provide the deliverables and sign off for each of the deliverables at various stages of customization and implementation.

1.9) Security Requirements

- Provide security in compliance with LIC security requirements to protect the confidentiality, integrity, and availability of the information systems.
- Develop, implement, maintain, and use best in class industry proven safeguards that prevents the misuse of information systems and appropriately protect the confidentiality, integrity, and availability of information systems.
- Maintain a security plan that complies with industry accepted security requirements. Security Plan should be embedded within the Project Plan & approved by the LIC. The security plan would be reviewed by the LIC during the implementation phase.
- The Bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity, and availability of the information systems.
- Selected bidder will not copy any data obtained while performing services under this RFP to any media, including hard drives, flash drives, or other electronic device, other than as expressly approved by LIC.
- Standards Benchmark To ensure that all parties have a common understanding of any security issues uncovered, the independent organization that conducts the VAPT shall provide vulnerability rating's (preferably) based on industry standards as defined by First's Common Vulnerability Scoring System (CVSS) and MITRE's Common Weakness Enumeration (CWE).
- The vendor has to undertake remedial action for any shortcomings pointed out during the course of LICs IS Audit.

2.0) Backup, Archiving and DR

The bidder has to provide a solution for taking backups and archive the replica of the systems' database and the application as well. There should be a provision of adequate Business Continuity Management (BCM) to maintain Business continuity.

The methodology for the backing up of data and its archival has to be provided by the bidder .The methodology or strategy used should be in alignment with LIC's Backup and Archival strategy. The Application should have a capability for easy retrieval of the backed-up data (both application and the database) with least amount of manual intervention with no data Loss events.

The Bidder should provide backup solution for the proposed setup.

The bidder should configure the solution for an active DR without any additional licenses. The DR should be made functional with no manual intervention. The DR should synchronize with the DC and vice versa for any changes that are made on one setup.

2.1) Log Management and Reporting



There shall be provision for complete audit trail of all operations by the users. There shall be provision / functionality to track down all backend modifications as per assigned users' roles and responsibilities if any, by any user, which can be retrieved and analyzed to get the complete history of the issue. The vendor may take it as an input for redressal of the issue, if the same is application related. The solution should be integrated with the existing SIEM solution or any other SIEM Solution procured in future

Log Management and Reporting would involve following tasks:

- Configuring logging and reporting.
- > Enable capturing of logs, log retention period and mechanism for archiving logs.
- Creating Out-of-the-box reports and customized reports templates based on the needs of LIC.
- Scheduling of backup.
- > Checking up of restoration of Management hardware from backup.
- > Configure Incident based alert mechanism supported by the solution like Visual Alerts, e-mail & SMS etc.
- > Any reference to reporting mentioned in the tender document.

2.2) Documentation

Full documentation of the project is to be included in the deliverables by the successful bidder. LIC may provide a format for documentation to the successful bidder. Bidder should provide all documents to LIC as listed below (where applicable)

- > Project Plan with milestones, resourcing, and deliverables.
- > Architecture & design document including Traffic flow document between the devices.
- Infrastructure build document.
- > IP address allocations to various components.
- Network Architecture/flow document.
- ▶ Inventory list consisting of hostnames, make, model, serial number.
- Contract number for raising RMA with OEM in case of hardware failure.
- > Testing cases and test results documented before and after implementation.
- Standard Operating Procedures.
- Industry Best Practiced Use cases and customization for LIC.
- Vendor support details and escalation matrix.
- > OEM support details and escalation matrix.

Architectural document requirements:

- Solution deployment architecture with Hardware topology
- User manual
- Version description document
- Problem reports and Issue logs
- System/Application FAQs
- > Application upgradation and patches management document
- Run Book

Bidder is expected to provide user and technical documentation including Installation, Commissioning, Implementation, security check Manuals.

All the documents shall be supplied in properly bound volumes of A4 size sheets. Three sets of hardcopies as applicable and one softcopy on CD shall be supplied as final document. Documents for high level design, detailed design, configuration of individual features set on various appliances, general testing, scenario based fail-over testing, Standard Operating Procedure, best practices etc. shall form the complete set for fulfilling the documentation criteria.

Vendor shall also submit Delivery and Installation Report, Warranty certificates, License Copies for all the items supplied along with the supplies. Installation report should contain the part numbers of all the components supplied by the selected bidders.



2.3) Training

LIC expects the bidder to train the administrator/business users till the personnel gain enough expertise in the system and capable of taking over the training function. The training should include features, facilities, operations, implementation, troubleshooting, system administration, database administration, operating system administration, DR elements. All training will be hands- on training along with the trainer for the users. The Bidder should also provide e-learning facilities for users of the solution.

Training shall be provided on each of the modules to specified LIC personnel. Training shall be provided at no additional cost to LIC through OEM/OSD/OSO approved authorized agencies/faculties.

- Pre-Implementation: Provide training to the LIC personnel/ Onsite and offsite support team on the product architecture, functionality and the design for each solution under the scope of this RFP.
- Post Implementation: Provide hands-on training to the LIC personnel/ Onsite and offsite support team on the day to day operations, alert monitoring, policy configuration for all solutions etc. (this is not exhaustive and may be modified in discussion with the vendor)
- Documentation and knowledge transfer after each patch/version update.
- The bidder and OEM/OSD/OSO are required to provide training jointly as per the below table for people nominated by the LIC for each solution specified in the scope of work.
- The bidder and OEM/OSD/OSO are required to provide ad-hoc trainings to the LIC staff as required by LIC, to acquaint them with the latest features and functionalities of the solutions. LIC has the right to exercise this training option at its discretion.
- The bidder is required to provide all trainees with detailed training material and one additional copy to the LIC for each solution as per the scope of work of the LIC. This training material should cover installation, operation, integration, maintenance, troubleshooting and other necessary areas for each solution.
- All out of pocket expenses related to training shall be borne by the selected bidder.
- The vendor may utilize the OEM/OSD/OSO resources in case the bidder does not have adequately experienced resources for providing training

Solution	Pre-Implementation (Days)	Post-implementation (Days)
As per the RFP	1	2

The detailed training documents should be given to the training participants. The detailed theory & hands-on training should be imparted by the OEM/OSD/OSO Authorized personnel at LIC premises. The training facilities shall be made available by LIC, the Bidder will have to ensure that training is imparted in a professional manner through certified and experienced personnel (other than on-site Personnel) and proper course-ware is given to every person attending the training.

2.4) Acceptance by LIC

- A comprehensive "Acceptance Test Plan" document, containing various aspects of the 'Acceptance Test' to demonstrate all the features of the proposed Solution, shall be submitted by the bidder.
- Scenario based Acceptance Test shall be carried out jointly by the representatives of LIC and the Bidder after the Installation.
- > The Bidder's resources will be required onsite during the testing phase.
- All security issues identified will have to be either resolved or a mutually accepted remediation should be agreed upon between the LIC and successful Bidder.
- > The Bidder shall provide test plan, test cases and test results.
- The LIC shall commence the User Acceptance Testing only after a formal confirmation that the system is ready for UAT.
- The Bidder should provide test cases for UAT for LICs review. Upon finalization of test cases, user acceptance testing will be started by the business users.
- Any deviations/ discrepancies/ errors observed during the testing phase will have to be resolved by the Bidder. Any exceptions will have to be documented and signed off by the LIC.
- The Bidder shall first deliver the base/UAT version of the software, and the Bidder shall assist LIC to conduct a preliminary test to ascertain the extent to which the software has met business requirements as furnished in the RFP and complies with the specifications.
- The Bidder is expected to make all necessary modifications to the solution, customizations, interfaces, etc., if there are performance issues or errors identified during testing. The Bidder will assist LIC in preparing the test



cases, including the test data. The Bidder will assist in conducting all the tests and comparing/ analyzing the results. Any bugs identified will have to be rectified and subsequent patches/ versions will also have to be tested without any additional cost to LIC.

- > The testing also includes testing to ascertain whether the response time, the bandwidth usage & performance of the solution are as per the expectations of LIC and would involve an error free dry run of the customized solution and end-run simulation.
- LIC may accept the application software only after the critical or major Bugs are fixed.
- The Bidder shall be responsible for maintaining appropriate program change control and version control for all the modifications/ enhancements carried out during the implementation/ testing phases.
- The Bidder shall be responsible for providing and updating system & user documentation as per the modifications/Changes done in the MFA and Contextual Access Solution.
- Appliances will be considered to have been commissioned when all services as described in this tender document are able to run smoothly to the satisfaction of LIC. Mere installation of appliances with out-of-the box features will not constitute as commissioning of the proposed solution.
- The final acceptance will be provided by LIC after verifying all aspects as mentioned in the document have been delivered to satisfaction.

LIC has the right to the following aspects:

- Access Control (logical, physical, administrative etc.) of all products has to be shared with LIC officials, but vendor should implement in such a way that accountability can be fixed,
- > To ascertain the effectiveness and efficiency of the resources deployed
- The vendor will do the necessary changes in the setup as per the changing business needs without charging any cost to LIC.
- > Physical verification of Licenses, Software media, technical documentation as per purchase order.
- Registering the Hardware & Software License with OEM/OSD/OSO for validation and desired technical support.

2.5) Go Live

Go-Live is the phase in which the application is made available to all the users to carry out live transaction.

- Before the final Go-Live the Bidder must complete the development/ customization of the application as per the Functional and Technical Specifications agreed with the LIC.
- The Go-Live is an end to end responsibility of the Bidder who will manage total planning, hand holding support as per the scope of work.
- Bidder should provide 45 Days of hand holding support post Go-Live.
- > On satisfactory performance of application post 45 days from Go-Live, LIC will issue Completion Certificate.
- Acceptance: A one-month test period will be used by LIC to evaluate the selected Multifactor Authentication and Contextual Access Solution. After the selected solution has been successfully tested and implemented, LIC and the selected bidder shall agree on the start date of the Go-LIVE. If any issues/problems are identified during the test period and Security assessment (VAPT) bidder must fix the same without any additional cost to LIC.
- ➢ VAPT exercise shall be conducted by the LIC; it shall be the Bidder's responsibility to rectify the gaps unearthed during the VAPT at no additional cost to the LIC during the contract period.
- > The implementation phase shall be deemed as completed in all respects only after
- All applications and services are implemented as per the intent of this RFP.
- All functionalities mentioned in this RFP have gone live.
- > All the related trainings are completed, and post training assessment carried out by the LIC

2.6) Guidelines for Maintenance and Support

- Certify and complete continuity planning according to LIC security requirements before moving information systems into a production status. Audits will be conducted by LIC to ensure security, any gaps identified will be remediated by the vendors.
- Vendor should develop a disaster recovery plan for restoration of the system in the event of a disaster or major incident.
- > Vendor should follow LIC's Change, Patch & Incident management policies and processes.
- Vendor should maintain audit logs for all monitoring and events according to LIC policy and provide this information upon request. These audit logs must be secure and stored as per defined retention policy.



- > All exceptions to be documented and signed off by appropriate LIC personnel.
- Configuration items such as computers and other devices, software contracts and licenses, third party tools and business services which are related to the application should be disclosed.
- Additional guidelines would be provided based on the support scenario that's decided between vendor and LIC.

2.7) Performance and Support Assurance

The System Integrator and OEM/OSD/OSO must provide the following performance assurances on the solution:

- > The OEM/OSD/OSO and System Integrator must assure that all types of support including warranty, security, upgrade and maintenance support for hardware, software and any other component shall be available throughout the contract period. Solution/upgrade for any newly emerged threat/vulnerabilities must be provided without any additional cost to LIC.
- Stage of Product life cycle: The Software and engineering support for all the equipment/devices offered in the Total Solution must be available till the end of Contract Period (Taking into account the implementation period from the date of purchase order). During SW and Engineering support the OEM/OSD/OSOs would continue to develop, repair, maintain, and test the product software including operating system and release appropriate bug-fixes/patches/updates. Documentary evidence for "Stage of product Life Cycle" must be from the information/documents available in public domain.

The System Integrator shall be able to provide reporting and MIS as per the detailed specifications. In case, OEM/OSD/OSO is not able to provide the same, third party software/hardware may be used. For any such third-party tool and/or tool of the OEM/OSD/OSO/s the respective OEM/OSD/OSO of the NGFW will be responsible and accountable for smooth, efficient and effective performance of such tools during the entire contract period

2.8) Compliance with IS Security Policy:

The Vendor shall have to comply with LIC's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- i. Responsibilities for data and application privacy and confidentiality;
- ii. Responsibilities on system and software access control and administration;
- iii. Custodial responsibilities for data, software, hardware and other assets of LIC being managed by or assigned to the Vendor;
- iv. Physical Security of the facilities;
- v. Physical and logical separation from other customers of the Vendor;
- vi. Incident response and reporting procedures;
- vii. Password Policy;
- viii. Access management Policy;
- ix. Acceptable usage Policy (Authentication and Identity Management, Authorization and access control);
- x. Data Encryption / Protection requirements of LIC;
- xi. Cyber Security Policy;
- xii. Auditing;
- xiii. In general, confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured;
- xiv. Responsibilities in carrying out background verification of personnel deployed from vendor side regularly and submit the report as and when needed by LIC;

2.9) Right to Audit

i. It is agreed by and between the parties that the Service Provider shall get itself annually audited by external empanelled Auditors appointed by LIC/ inspecting official from the IRDAI or any regulatory authority, covering the risk parameters finalized by LIC/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to LIC and the vendor shall submit such certification by such Auditors to LIC. The vendor and or his / their outsourced agents /sub – contractors (if allowed by LIC) shall facilitate the same. LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever



required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by LIC.

- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by LIC or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to LIC regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed. All costs for such audit shall be borne by the service provider/vendor.
- iii. Service Provider further agrees that whenever required by LIC, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the LIC/ IRDAI and or any regulatory authority required for conducting the audit. LIC reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) & findings made on the Service Provider in conjunction with the services provided to LIC.

EXPECTED DELIVERABLES (from successful bidder)

- > The Bidder has to specify the Name of the OEM/OSD/OSO with the product name in the Technical specification.
- The Bidder should provide backup solution for proposed setup.

SN	Description	No. of Users	Qty
1	Licenses for the Multifactor Authentication and Contextual Access and Remote connectivity solution for five years as per the RFP, for concurrent users with provision for DR. This should include the warranty, AMC and support for five years.	10000 scalable to 70,000	01
2	Implementation Charges	NA	NA
3	On site support, as per the RFP	NA	02
4	Direct Premium Support (Highest level of support) with 24x7x365 with OEM/OSD/OSO. Vendor to provide this Support for the entire solution.	Not Applicable	NA

Service-Delivery and Project Management:

The selected vendor will have to post a full time onsite Service-Delivery Manager (SDM) immediately after the signing of the Contract. The detail of SDM should be conveyed in writing to LIC within 2 weeks of receipt of purchase order. The onsite Service-Delivery Manager will be required to be posted for the entire implementation period and has to sit on site at LIC-CO-IT, Mumbai office. The onsite SDM should have the following minimum profile:

- (a) Minimum 5 years of IT experience
- (b) ITIL aware and having knowledge of Service Delivery processes.
- (c) Minimum 2 years of Program Management experience.
- (d) 1 years' experience of similar deployments.
- (e) Experience of handling/managing teams (Minimum 5 reportees).

The responsibilities of the On-site Service-Delivery Manager as a part of support are as follows (*indicative but not exhaustive*):

- (a) Act as a Single Point of Contact (SPOC) for the entire project
- (b) Responsibility for the entire execution & management of the project after receipt of purchase order. (ii) Overall monitoring of project
- (c) Coordination for Delivery/Installation of New hardware in stipulated time frame
- (d) Call flow management, Quality Service Delivery
- (e) On-site Team management
- (f) Overall monitoring and management of network gateway security and related services



- (g) SLA management and reporting
- (h) Submission of periodical Reviews and reports required by LIC.
- (i) Crisis management and Emergency response procedures.
- (j) Preparation and submission of detailed Project documentation to LIC (Purchase Order wise) and progress of initiatives taken by LIC.
- (k) He should be placed at LIC premises during LIC's office hours. However, the hours may be extended whenever required.

The Vendor shall submit to ED (IT/BPR), CO, Mumbai the name and contact details, including address, telephone number, mobile number, FAX number/email address of the nominated Service-Delivery Manager.

It is mandatory for the concerned Service-Delivery Manager to have structured meeting with the ED(IT/BPR)/Secretary(IT)/Dy. Secretary(IT)/Assistant Secretary (IT), Security Section of Central Office once a week, preferably on Monday, during the implementation period from the date of receipt of the first Purchase Order by the vendor. Weekly meetings should be held till the project is entirely rolled out.

In short, Onsite Service-Delivery Manager shall carry out and coordinate the various tasks involved in the project like Project scheduling, tracking, monitoring, identifying risks, liasioning with all stake holders (OEM/OSD/OSO, vendors' back-end teams etc.) and reporting to LIC on the overall progress of the project, etc. No charges will be payable by LIC for the onsite Service-Delivery Manager.

Onsite Support Services:

The successful Bidder has to provide throughout the contract period, the services of an onsite L1 & L2 support personnel at Central office (IT), Mumbai with the qualifications and Experience as described below. As per the changing business needs, LIC may ask the Personnel to report for duty in different Time Windows as per the need of LIC.

The successful bidder has to submit a Background Verification Report conducted by Police of all resources deployed (L1 support, L2 support, Offsite L3 Engineer and Service Delivery Manager)

L1 onsite support personnel Qualifications:

- a) Graduate in Science/Engineering with at least 1 year of Experience in implementation of the multifactor authentication and contextual access solution.
- b) Should have good knowledge on implementation and management of the solution of the solution being procured.
- c) Should be in the pay-roll of the vendor i.e. not outsourced.
- d) For seamless integration of the entire solution, the onsite support will have to co-ordinate with the various users and projects and resolve the problem.
- e) The L1 should be placed at LIC premises during LIC's office hours. However, the hours may be extended whenever required.
- f) He should have the competency to educate the users of LIC at Central office with regard to daily jobs; troubleshoot any related issues etc.
- g) If the performance is not up to the mark, the Personnel may have to be changed, if LIC so requests.

L2 onsite support personnel Qualifications:

- a) Graduate Engineer (B.E. / B.Tech or equivalent) with at least 2 years of Experience in implementation of the multifactor authentication and contextual access solution.
- b) Should have good knowledge on implementation and its functionality
- c) Should be able to do day-to-day maintenance of all security devices/appliances/equipments etc. at all locations.
- d) Should help to locate, notify and resolve any issue pertaining to the solution .
- e) Should be able to do required changes in configuration, policies, etc.
- f) Should be in the pay-roll of the vendor i.e. not outsourced.
- g) For seamless integration of the entire solution, the vendor will have to co-ordinate with the various projects and resolve the problem.
- h) The L2 should be placed at LIC premises during LIC's office hours. However, the hours may be extended whenever required.
- i) He should have the competency to educate the Security administrators of LIC at Central office with regard to daily jobs; trouble- shoot any related issues etc.


j) If the performance is not up to the mark, the Personnel may have to be changed, if LIC so requests.

Submission of CV, selection of the onsite Engineers by LIC, other conditions:

Following conditions shall be applicable regarding the onsite L1/L2 support:

- a) Details of the concerned candidates along with his/her Curriculum Vitae (CV) are to be provided to LIC along with the photo-identity and supporting documents (duly verified and attested by vendor) within 3 weeks from the date of issue of purchase order/Letter-of-Intent.
- b) If required, the candidates (for onsite support at LIC) may be interviewed by LIC officials or LIC's consultant or persons nominated by LIC; including hands on troubleshooting etc. based on which the candidate will be assessed and shortlisted.
- c) If the candidate is not found to be suitable, vendor will have to provide an alternate candidate. The selected candidate has to report to the LIC, within 2 weeks of being intimated of the selection by LIC.
- d) Shortlisted candidates will also form a standby pool for LIC. Engineers from this pool only will be accepted by LIC for the onsite support (including the standby resource). In case of attrition/resignation, the pool has to be updated on regular basis following the process defined above.
- e) In case of a person going on leave, suitable replacement shall be provided from the pool for that leave-period failing which penalty as per the SLA conditions shall be applicable.
- f) If any on-site support person leaves before expiry of one year, penalty as per SLA conditions shall be applicable. This will be cumulative in nature for each occurrence.
- g) In case the on-site support person is to be changed by the vendor, minimum of one-and-half month (45 days) advance notice shall be given by the vendor to LIC. Additionally, an overlapping period of at least 21 days has to be there between the new and old engineer failing which penalty as per SLA conditions shall be applicable
- h) On-site support person may have to be changed by the vendor, if LIC so desires. Notice period for the same will be of 30 days from LIC.
- i) The selected vendor will also have to earmark an Offsite L3 Engineer for LIC, who will act as the advisor/consultant for issues and may have to come for meeting at LIC and work on the new initiatives that LIC may take from time-to-time. No charges will be payable by LIC for this purpose

Onsite support additional requirements:

In addition, the onsite support shall carry out and shall be responsible to do following functions for all/respective components of the total solution:

- a) Overall monitoring, management, and Quality Service Delivery
- b) Data Backup & Recovery
- c) Software patches and updates as provided by the OEM from time to time
- d) Monitoring of ports, Rules, Change in Rules and its impact analysis
- e) Periodic assessments, maintenance, and health audit of individual device as well as that of the overall infrastructure
- f) Resolution of both logical and physical issues/ problems relating to the solution and/or related processes.
- g) Maintain Device Configuration
- h) Crisis management and Emergency response procedures
- i) Real time visibility to resource utilization statistics
- j) Create and implement Event Management policies
- k) Help identify meaningful Events by creating filtering rules
- 1) Implement Event correlation and filtering though Event Management policies when an Event occurs
- m) Disaster Recovery
- n) Proactive insights to help remediate issues quickly and also detailed drill-downs to identify the impact quickly.
- o) Maintain History of critical events
- p) Configuration Backups
- q) Plan & Validate critical changes and prepare Change Procedure, Analyze impact of Change and execute approved
- r) changes
- s) Verify software releases, bug fixes, vulnerability fixes and identify recommended software.
- t) Capacity and License Management
- u) Log Collection and Analysis
- v) Root Cause Analysis for Critical & Repetitive Incidents
- w) Preparation of frequently known error datasheet
- x) Support scheduled mocks and DR drills.
- y) Daily Checklist and Historical Trend Analysis



- z) Manage the lifecycle of Change Management Requests, as required, resulting from an Incident, Problem, Service Request
- aa) Service Request, Change and Incident Tracker
- bb) Audit and Compliance Readiness Support

SUPPORT PLAN:

The Bidder should provide a detailed plan on the support for the Security solution to maintain the system uptime of at least99.9%.

SUPPORT PROCESS REQUIREMENT:

- (a) The vendor shall provide an escalation matrix in consultation with the IT/BPR Department, Central Office, LIC for different categories of support calls.
- (b) Day-to-day maintenance of the setup.
- (c) The support Personnel provided should be conversant with the regular Configuration from scratch, administration tasks, patch management, user management, backup procedures, etc.
- (d) The Bidder should ensure that there will be a proper change & configuration management, backup management, security management. These procedures should be well documented, followed and maintained (copy of the same should be submitted to LIC Central Office IT dept.)
- (e) The onsite support Personnel should re-install/ reconfigure any component/ system of the security equipment supplied by the vendor, in case of crash of those components / system on problem or patch/upgrades. The onsite Support Personnel also needs to support, if any security installations done by a separate vendor.
- (f) In case the problem is not being rectified by the onsite Personnel even after 1 hour, the issue should be escalated and resolved within 5Hrs from time of incident.
- (g) The support Personnel should also keep track of the issues/ticket raised through the web interface help desk/telephone/mail etc. and should provide the solution for the same.
- (h) Upgradation of products to the latest version at all the locations, whenever applicable by following a riskbased approach. The procedures have to be documented and submitted to LIC before carrying out any such activity.
- (i) The vendor has to do necessary implementations required from business continuity perspectives with respect to network gateway security.
- (j) Risk based approach has to be implemented for any change management effected in the configurations carried out.
- (k) Root cause analysis of any event has to be done and proper corrective action has to be taken with information to LIC officials. Based on that, the vendor should recommend for improvement to policies, procedures, tools and other aspects.
- (1) Alert LIC officials for any unusual occurrence observed.

Note:

- > No telephone connection will be provided by LIC to the onsite support persons.
- The on-site support may also be required to work on Sunday/LIC holidays or beyond office hours on working days, for which an advance notice will be given.

Remote (offsite) Support

The successful Bidder has to provide throughout the contract period, the services of an offsite support beyond LIC's office hours. The roles and responsibilities of offsite support would be the same as that of onsite support as mentioned above. In addition he has to alert/escalate LIC officials (as per matrix provided) in the event of any security threat.

The offsite support has to be provided within 4 weeks of issue of PO. The details of offsite support such as name, Contact no., email ID etc. has to be provided to LIC within the same time period. The complete escalation matrix for offsite support has to be provided to LIC within 4 weeks. The offsite support has to monitor using the VPN setup at vendor end at vendors cost.



Section-F: Payment Terms

The Central Office of LIC at Mumbai will place orders for the solution which is to be deployed centrally at Mumbai. However the users will be spread across the country and selected locations outside the country. Payments will be made by the Central Office for the orders placed .TDS will be deducted at source for any payment made by LIC, as per prevailing rules.

In the first instance PO for the minimum guaranteed quantity will be placed for implementation of the solution. Once the solution is implemented and accepted, and after go live if any additional licenses are required the same shall be provided immediately. Report of the concurrent users per day has to be provided on weekly basis. At the end of the year/quarter number of users will be reviewed. The payment for the additional licenses used during the year will be made at the end of the year as per the rate of the slab in which it falls.

AMC for the additional licenses used during the year will be paid at the rate which is fixed in the beginning of the year. If the slab is changed during the year, the difference of the AMC as per the new slab will be adjusted in the next payment.

At the beginning of the next year the AMC rate will be decided for the year based on the total number of licenses used in the previous year which will be opening figure for the next year.

Solution:

- ➢ For the first year 100% of the license cost for the minimum guaranteed licenses shall be paid after successful completion of the entire solution with end user acceptance test demonstrating all feature as per the RFP. AMC cost will be paid yearly in arrears after end of the year. AMC rate will be as per the rate of the minimum guaranteed licenses purchased.
- At the end of each year total number of licenses procured from the inception till the respective year end will be calculated to arrive at the slab in which it falls. The license cost of that slab will be applicable for the additional license procured during the year. AMC cost for the slab will be applicable for the additional licenses procured during the year.

Documents to be produced for release of payment:-

For first year:

- Payment against installation, integration and acceptance testing as per the scope of work :
 - Invoice (with reference of Purchase Order for execution, description of services delivered, quantity, unit price, total amount).
 - > The proof of payment of GST and other taxes (wherever applicable)
 - Delivery Challans "Proof of Delivery" in original
 - Delivery Certificates for Software licenses
 - Acceptance letter of successful completion of the solution with end user acceptance test issued by Authorized LIC officials not below the rank of Assistant Secretary at CO.
 - Verification of above deliverables and any other, if needed by Authorized LIC officials not below the rank of Assistant Secretary at CO/ZO.
 - > Certificate by the bidder that software licenses comply with OEM/OSD/OSO guidelines/requirements.
 - > Proof of back lining/warranty/back to back support by the OEM/OSD/OSO.
 - > Weekly report of number of concurrent users for the week.
 - ➢ GST Details, NEFT details etc. for making payment

For second year on wards for every year :

- Invoice (with reference of Purchase Order for execution, description of services delivered, quantity, unit price, total amount) For additional licenses provided during the year.
- > The proof of payment of GST and other taxes (wherever applicable)
- Delivery Challans "Proof of Delivery" in original
- Delivery Certificates for Software licenses



- Verification of above deliverables and any other, if needed by Authorized LIC officials not below the rank of Assistant Secretary at CO/ZO.
- > Certificate by the bidder that software licenses comply with OEM/OSD/OSO guidelines/requirements.
- > Proof of back lining/warranty/back to back support by the OEM/OSD/OSO.
- > Weekly report of number of concurrent users for the week.
- > GST Details, NEFT details etc. for making payment

For AMC Payment:

• Report of peak concurrent user for verification of SLA's defined in the bid.

In addition the following aspects may be noted:

- a. No advance payment will be made by LIC.
- b. If Components are not delivered within the time schedule for delivery and installation, penalty will be applicable as per SLA.
- c. The total penalty for delivery and installation shall not exceed the total PO Value.
- d. 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.
- e. LIC shall make payment in Indian Rupees (INR) on receipt of invoices, after deduction of penalties and applicable taxes at source from agreed price to the selected Vendor.

For Payment against onsite/offsite Services:

Payment for the Onsite Services will be done on quarterly basis at the end of each quarter on production of the following:

- Invoice for the amount payable quarterly.
- Performance Report of the onsite Personnel.
- The Performance report will be given by LIC administrators considering the various attributes of the Personnel related to the project deliverables.
- > Verification of 'Service level agreements' defined in this bid.

The Amount against Penalties if any will be recoverable from any payment due to the vendor **OR** from performance Bank Guarantee.

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.

G. <u>Warranties:</u>

- The offer must include comprehensive on-site warranty for five years from the date of installation and acceptance of the systems by LIC. The warranty will include supply and installation of all updates and subsequent releases of security solutions.
- All software to be supplied/ delivered and installed must be of the latest version and should form part of the OEM/OSD/OSO current product line.
- The bidder should also ensure that the solution proposed shall be technically compliant to perform satisfactorily as per requirements mentioned in the Technical specification and deliverables.
- The warranty, which for all practical purposes would mean Comprehensive On-site Warranty, shall start and remain valid for five years from the date of installation of products.
- On-site warranty will start from the date of successful installation of the products subject to the acceptance of sign-off. If the vendor is unsuccessful to fine-tune the product, then the onsite warranty will be from the date of acceptance of sign off and not from the date of installation.



Maintenance during Warranty Period:

- The Bidder shall attend to calls and arrange to solve the problems within the stipulated time lines as mentioned in the SLA.
- LIC may at its discretion extend the services for onsite support and remote (offsite) support for a further period of one year from the expiry of the Warranty period on the same terms and conditions.
- The on-site and offsite support services will be for a period of 5 years. The contract maybe renewed after the end of 5 years subject to the discretion of LIC.
- LIC reserves the right to terminate the contract earlier, with two months' notice for reasons of non-performance and unsatisfactory services. In any case LIC's decision in this case will be final and binding. In case of vendor being discontinued for deficiency in service, the contract may be terminated and the vendor may be blacklisted by LIC and may not be allowed to participate in the future tenders for a period to be decided by LIC. Also, a lump sum amount as deemed fit by LIC (within the limits of PBG) will be imposed as penalty on the vendor to make good of losses suffered by LIC in terms of business loss and for making alternate arrangements spares and support for the appliances should be available for a minimum period of seven years from the date of installation of the appliances irrespective of whether the equipment is manufactured by the Vendor or procured from any other OEM/OSD/OSO. The entire responsibility will rest on the Vendor for servicing and proper functioning of the equipment. During this specified period if it is found that spares or support is not available, the appliances will have to be replaced by equivalent or higher model subject to evaluation if required by LIC, by the vendor at no extra cost to LIC.
- In the event of replacement of any part of the system, it should be done with a part of equivalent or higher configuration which should be compatible with the system.
- Warranty shall include software upgrades, updates, patches, hot fixes and service support without charging any additional cost to LIC.
- The technology providers, including OEM/OSD/OSO will be required to submit a written undertaking, explicitly stating their commitment to provide full technical, spares, operational and maintenance support to LIC during the warranty period.
- In case of shifting of any appliance supplied by the vendor at any location of LIC, wherever the appliance has to be shifted from one LIC location to another, the vendor is required to uninstall / reinstall and maintain the system/s at the new location, without any extra cost to LIC of India on account of reinstallation. LIC will pay transportation charges, LBT, Octroi, Entry tax, GST or any other government taxes.
- Complaint(s) will be deemed to be resolved if the following record is available with the Corporation:
 - a) Customer Call Report (CCR) signed by both the service Personnel and Corporation's Authorized official, confirming that the complaint is resolved.
 - b) Date and time of resolution of the complaint shall be indicated clearly.
 - c) Record of down time for hardware will be maintained by LIC and will be binding on the Vendor.
- Service Personnel/ Representatives of vendor shall invariably carry their identity cards with them, without
 which they will not be allowed to access LIC's Systems. Service Personnel of the vendor shall have access to
 the servers only after obtaining clearance from LIC's authorized officials. No component of the System/data/
 log information will be taken out of LIC's premises without clearance from LIC's Authorized Officials.

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 Contract Details and hence, any legal dispute will come under the jurisdiction of Mumbai High Court only.

TIME SCHEDULE FOR DELIVERY AND INSTALLATION

It is not binding on LIC to purchase all the items as per the numbers specified in the commercials. LIC may place purchase orders in a staggered manner and separate purchase orders for onsite support services.

SI. No.	Purchase Order for	Delivery Schedule (from Date of Acceptance of Purchase Order)
1	Delivery, Installation, commissioning and implementation	6 Weeks



If the above time-schedule is not adhered to, the penalty as per SLA shall be applicable.

However, if the delivery, installation, commissioning and implementation exceeds beyond nine weeks, it will be dealt with as follows:-

- (i) LIC may cancel the purchase order placed which will be conveyed to the vendor in writing.
- (ii) The penalty clause as mentioned in SLA will be applicable.
- (iii) Deductions of penalty will be made from any amount payable to the vendor by LIC.
- (iv) Any other amounts that may become recoverable from the vendor will be recovered from any available Bank Guarantee(s)/Performance Bank Guarantees under this bid.
- (v) Recovery of further amounts over and above the available Bank Guarantee(s) etc.
- vi) LIC may terminate the contract.

Section-G: Service Level Agreement (SLA)

Working Hour Window – 10 to 6

1. Delay in delivery of services:

SN	Description	Penalty
1	Delay in Delivery, Installation, commissioning and implementation of all devices beyond 6 weeks for the Central Infrastructure from the date of receipt of the purchase order.	0.2 % of the total PO value per day from the 29th day till the date of installation/integration subject to a maximum of 10% of the PO value.
2	Delay in submission of HLD and LLD beyond 2 weeks from the date of issue of purchase order.	0.2% of the total PO value for every week of delay or part thereof.
3	In case of a breakdown of any feature of the solution, the relevant defect should be attended immediately and rectified/replaced within 2 working days of the receipt/notice of the complaint.	1% of the total PO value for every four working hours of the delay or part thereof subject to a maximum of 10% of the PO value for each occurrence.
4	In case of a malfunctioning of any feature of the solution, the relevant defect should be attended immediately and rectified within 2 working days of the receipt/notice of the complaint.	1% of the total PO value for every four working hours of the delay or part thereof subject to a maximum of 10% of the PO value for each occurrence.
5	The details of SDM are not communicated to LIC within 4 weeks of receipt of PO	Rs.500/- per day.
6	If CV and certified documents of the proposed candidates are not submitted within 4 weeks from date of Purchase Order (PO)	Rs.500/- per day.
7	Delay in posting of on-site support Personnel beyond 6 weeks from the date of issue of purchase order for security products.	Rs.500/- per day.
8	Delay in providing complete escalation matrix for offsite support beyond 4 weeks from date of issue of PO	Rs.500/- per day.
9	If the first (introductory) meeting is not held within 2 weeks from the date of receipt of the first Purchase Order and/or escalation matrix is not submitted.	Rs.500/- per day.
10	If structured weekly meetings are not held (by the Service Delivery Manager) with ED(IT/BPR)/ Chief(IT/BPR)/ Secy(IT/BPR)/ Dy. Secy(IT/BPR)/Asst. Secy (IT/BPR), Network Section, CO, Mumbai.	Rs.500/- per day.
11	The on-site Personnel should be present in LIC's premises as per the RFP conditions.	Double the proportionate amount for the relevant onsite support charges will be deducted for any non-compliance.
12	If the on-site Personnel leaves before expiry of 1 year for reasons other than death and hospitalisation.	5 % of the Annual on-site charges for the first incident, to be incremented by 2.5% for each

13	In case vendor wants to change the onsite support person,	repetition. The number of such occurrences shall be reckoned from the date of purchase order for on-site support. The Personnel may have to be changed, if LIC so requests. If LIC requests for a change, SI will be given a buffer of not more than 30days to suitably replace the Personnel. Penalty of Rs.1, 000/- per instance.
15	minimum of one-and-half month (45 days) advance notice shall be given by the vendor to LIC. If not done, penalty will be imposed.	
14	In case vendor wants to change the onsite person, an overlapping period of at least 21 days has to be there between the new and old onsite support person. If not done, penalty will be imposed	2.5% per day of the relevant onsite support.
15	In case LIC wishes to get the onsite person changed, if replacement from the identified pool is not provided within 30 days.	2.5% per day of the relevant onsite support.
16	Delay in installation of patches	If the patches/signature files are not deployed within a period of 7 working days of LIC from the release of latest version/update by OEM/OSD/OSO, it will attract a penalty of 0.5% of the charges from yearly on-site & remote monitoring services for each week of delay or part thereof.
17	If the uptime for the system uptime for the back end appliances/hardware is below 99.99% calculated on monthly basis.	2% of the quarterly onsite support charges for every 0.1% decrease of system uptime.
18	Dashboard to selected users on continuous basis within 4 weeks of receipt of PO.	Rs.500/- per day.
19	Providing additional licenses immediately when the threshold for licenses procured have been breached.	Rs.500/- per day per license per instance.

Exclusions from downtime calculation include the following:

1. Downtime because of LAN cabling faults at LIC network or any network fault not falling in the scope of vendor.

2. Scheduled downtimes (which are approved by LIC) on account of preventive maintenance, system testing, system upgrades etc.

3. All failures due to source power unavailability and power conditioning, UPS failure etc. at LIC

4. Force Majeure conditions defined above or any condition not foreseen but mutually agreed by both the parties.

Penalty caps:

◆ The total penalty for installation and commissioning solution shall not exceed 10% of the PO value.



The total penalty for onsite and offsite support shall not exceed 50% of the quarterly charges payable for onsite and offsite support for reasons other than absence. In case of absence of onsite support, actual amount will be deducted up to 100% of the quarterly charges payable.

EXECUTIVE DIRECTOR (IT/BPR)

Section-H: Revised ANNEXURES

1) <u>Annexure-I</u>: Covering letter

To, The Executive Director (IT/BPR), Life Insurance Corporation of India Central Office, IT Department, 2nd Floor, Jeevan Seva Annexe, S.V. Road, Santa Cruz (West), Mumbai 400 054

Sir,

LIC's RFP Ref. No: <u>Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023</u> Reg.: Procurement of Multi-Factor Authentication, Contextual Access Solution and Remote connectivity solution

Having examined the RFP document, terms and conditions including all Annexures the receipt of which is hereby duly acknowledged we, the undersigned, offer to supply, deliver, install, maintain, manage equipment / devices / appliances/ solution, in conformity with the said RFP documents in accordance with the schedule of prices attached in the commercial bid and made part of this tender.

We hereby agree and accept all the clauses/terms and conditions mentioned in the RFP document 03/02/2023 and also subsequent modifications dated ______2023.

We understand that,

- 1) LIC is not bound to accept the lowest or any bid received, and may reject all or any bid.
- 2) If our Bid for this RFP/tender is accepted, we undertake to enter into and execute at our cost, when called upon by LIC to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- 3) If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- 4) If we fail to accept the L1 price arrived at on the basis of commercial bid and/or reverse auction (despite having accepted the terms and condition for the same in our bid document), LIC has full rights to forfeit the earnest money deposit (EMD) of Rs.1,00,00,000 (Rupees One Crore only) submitted to LIC by us after the bidding process is complete. LIC shall reserve the right for not informing us/seeking our permission before doing so.

Dated at ______this _____ day of _____ 2023

Thanking you,

Yours faithfully

 Authorized Signatory,

 For _____(Company name)



2) Annexure–II: Company profile and other information

To,

The Executive Director (IT/BPR), Life Insurance Corporation of India Central Office, IT Dept, 2nd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (West), Mumbai 400 054

Application form for the Eligibility of the bidder

Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023

A. Company Details :-

Name of the company:		
Type of the Company [Govt/PSU/Pub.Ltd/Pvt ltd/JV etc .]		
Address of Corporate Office (HQ)		
GST Registration Number and date of registration		
Year of Incorporation of the company		
Turnover and profit of the Company	Turnover (Rupees Crore up to 3 decimals)	Profit Before Tax (Rupees Crore up to 3 decimals)
Financial Years : 2019-2020		
2020-2021		
2021-2022		
Address for communication :		
Official Web Site (URL) :		
Contact persons details : Name: Designation: Phone (O): Fax (O): Cell No.: E-mail ID:	First Person:	
Name:Designation:Phone (O):	Second Person:	

 Fax (O): Cell No.: E-mail ID: 	
Any other relevant information bidder would like to submit, which is not covered in the above points :	

B. Details of the EMD (Bank Guarantee) :-

Description	Rs.1,00,00,000/- towards EMD
Bank Guarantee details :	
Name and address of the Bank :	
Is MSME/NSIC Certificate attached, if	
EMD exemption is sought (YES/NO):	

C. <u>Eligibility information/Compliance :-</u>

Sl. No	Eligibility Conditions	COMPLIED YES/NO
1	a) The bidder should be a registered entity in India.orb) A company/statutory body owned by Central/State Govt.	
2	Bidders shall be the Original Equipment Manufacturer (OEM)/Original Software Developer (OSD)/Original Software Owner (OSO) of the proposed Software/Hardware/Solution (OR)	
	System Integrator in the business of providing multi factor authentication services for VPN setup since last 5 years preceding the date of this RFP.	
3	The bidder should have direct support with the respective OEM/OSD/OSO proposed. Bidder should not be a mere reseller but a systems integrator. Bidder must have prime and direct (selling, support, upgrade and service) partnership with the solution / technology provider. (Applicable only for system Integrators)	
4	The bidder must have supplied, integrated, implemented and supported the proposed solution in this RFP to at least three clients in India for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India in the last three financial years preceding the date of this RFP.	
	Out of the three orders mentioned above at least two orders should be for ten thousand concurrent users and the order value should be at least Rupees (INR) Ten crores	

Bidder must have had a minimum turnover of Rs. Two Hundred Crores in each of their last three financial years preceding the date of this RFP. Bidder should have made profit (before tax) in the last three financial years preceding the date of this RFP The Bidder/OEM/OSD/OSO should be capable for providing support for a minimum of six years after receipt of successful completion certificate of the project	
Hundred Crores in each of their last three financial years preceding the date of this RFP. Bidder should have made profit (before tax) in the last three financial years preceding the date of this RFP The Bidder/OEM/OSD/OSO should be capable for providing support for a minimum of six years after receipt of successful completion certificate of the project	
financial years preceding the date of this RFP The Bidder/OEM/OSD/OSO should be capable for providing support for a minimum of six years after receipt of successful completion certificate of the project	
financial years preceding the date of this RFP The Bidder/OEM/OSD/OSO should be capable for providing support for a minimum of six years after receipt of successful completion certificate of the project	
providing support for a minimum of six years after receipt of successful completion certificate of the project	
The bidder should not been black-listed/de-barred by any Govt./ PSU/ BFSI organization/ Government Departments in India, including LIC, as on date of submission of the bid	
The bidder should have their Support Office in India for 24x7 supports.	
The OEM/OSD/OSO should have office and service center in India for more than five years.	
The bidder should submit an Authorization for the signatory nominated for signing of all the documents submitted in response to this RFP.	
The bidder has to provide details of Top 2 customers being serviced by them for the proposed solution as stated in point no (4).	
Integrity Pact duly filled and signed	
Submission of MAF duly filled and signed	
Land Border Agreement	
	in India for more than five years. The bidder should submit an Authorization for the signatory nominated for signing of all the documents submitted in response to this RFP. The bidder has to provide details of Top 2 customers being serviced by them for the proposed solution as stated in point no (4). Integrity Pact duly filled and signed Submission of MAF duly filled and signed

(Note: Any wrong or incorrect information <u>or</u> suppression of facts will lead to disqualification.)

I certify that the above mentioned information and the relevant annexure and enclosures are true and correct.

SIGNATURE

Authorised Signatory



Name: Designation: Mobile No. : E-mail ID : FAX No.

Date : Place:

Official Seal of the company

3) <u>Annexure – III: Self Declarations</u>

To,

RFP Reference No: Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023

The Executive Director (IT/BPR), Life Insurance Corporation of India Central Office, IT Dept, 2nd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (West), Mumbai 400 054

Dear Sir,

We hereby declare and confirm that:

1) We are Original Equipment Manufacturer (OEM)/Original Software Developer (OSD)/Original Software Owner (OSO)/System Integrator for providing Multifactor Authentication, Contextual Access Solution and Remote connectivity solution and supporting similar technologies operating since last five financial years.

SIGNATURE

Authorised Signatory

Name: Designation: Mobile No. : E-mail ID : FAX No.

Date : Place:

Official Seal of the company



4) <u>Annexure-IV</u>: Declaration regarding non-Blacklisting

RFP Reference No: Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023

To,

The Executive Director (IT/BPR), Life Insurance Corporation of India Central Office, IT Dept, 2nd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (West), Mumbai 400 054

This has reference to the LIC's RFP Reference No: <u>Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023</u>, for Procurement of Multi-Factor Authentication, Contextual Access Solution and Remote connectivity solution at locations specified by Life Insurance Corporation of India. We __________ (name and address of the bidder) hereby confirm that we have not been black-listed/de-barred by any Govt./ PSU/ BFSI organization/ Government Departments in India, including LIC, as on date of submission of the bid. Also, there has been no occasion of disassociation with any of our customers in India on account of delayed/defaulted deliveries or services during last three years.

SIGNATURE

Name: Designation:

Authorised Signatory

Date: _____' 2023 Place: Company Seal



5) <u>Annexure-V</u>: Bidder's Experience on providing Multifactor Authentication & Contextual Access Solution

RFP Reference No: <u>Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023</u>

Multifactor Authentication & Contextual Access Solution Related Projects

A. Information of the projects undertaken:

Financial year (based on Purchase order)	Name of the client for whom projects undertaken	Project details	OEM/OSD/OSO	Name, designation and contact details of representing the client for the purpose of reference	Order Value in Crore

I certify that the above mentioned information and the relevant Annexures and enclosures are true and correct. (*Please attach documentary evidence like PO copy, certificate from the customers etc.*)

Authorised Signatory

Name: Designation: Mobile No. : E-mail ID : FAX No.

Date : Place:

Official Seal of the company



6) <u>Annexure-VI</u>: Bank Guarantee Format for E.M.D.

This Deed of Guarantee executed by the _ ___ (Bank name) a Scheduled bank within the meaning of the Reserve bank of India Act and carrying out banking business including guarantee business at Mumbai and other places (hereinafter referred to as "the Bank") in favour of Life having its head office at Insurance Corporation of India, formed under section III of the LIC Act, 1956 (hereinafter referred to as "the Corporation") having its Information Technology Dept. of Central Office at the 2nd floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai 400 054, for an amount not exceeding Rs.1,00,00,000/- (Rupees One Crore only) at the request of (Vendor Name & Address) (hereinafter referred to as the "Vendor"). This Guarantee is issued subject to the condition that the liability of the bank under this Guarantee is limited to a maximum of Rs.1,00,00,000/- (Rupees One Crore only) and the Guarantee shall remain in force up to ______ date (valid for a _) and cannot be invoked, otherwise than by a written demand or claim period of under this guarantee served on the bank on or before _____ _ (Date) by the Corporation. Whereas office (Vendors name) having its head at participating in the RFP Ref: LIC-CO/IT-(address), is

BPR/NW/RFP/2022-23/01 Dated: 28/02/2023 for "Procurement of Multi-Factor Authentication, Contextual Access Solution and Remote connectivity solution.)" and subsequent modifications issued on ______.

And whereas the bank ______ (name and address) has agreed to give on behalf of the vendor a Guarantee towards Earnest Money Deposit (EMD).

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Vendor, up to a total amount of Rs.1,00,00,000/- (Rupees One Crore only) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default as per the terms and conditions of the RFP Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023 for "Procurement of Multi-Factor Authentication , Contextual Access Solution and Remote connectivity solution." and without cavil or argument, any sum or sums as specified by you within the limit of Rs. 1,00,00,000/- (Rupees One Crore only) as aforesaid, without your need to prove or to show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

1. The bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise.

2. Our liability under this guarantee is restricted to a sum of Rs.1,00,00,000/- (Rupees One Crore only).

3. The bank Guarantee will be valid for a period up to ______. (Note: Validity of **BG should be one year** from the date of submission of BG to the Corporation, including the claim period).

4. A written claim or demand for payment under this bank Guarantee is the only condition precedent for payment of part/ full sum under the guarantee to the Corporation.

5. The corporation need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

DATED AT THIS DAY OF 2023

SEALED & SIGNED BY BANK



7) <u>Annexure-VII</u>: Format for Non-Disclosure Agreement.

To be executed over Rs.500 Stamp/Franked paper ¬arized: (No deviations in wordings permitted)

Non-disclosure Agreement (NDA)

This Non-disclosure Agreement ("NDA") is made and entered into this _____ day of _____ in the year Two Thousand and Twenty Two (2022)

BY AND BETWEEN

Life Insurance Corporation of India, with registered office at Central Office, 'Yogakshema', J B Marg, Mumbai 400 021, hereinafter referred to as "LIC"

AND

<Company Name> a company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business at

< Company Name & Address> shall be referred to herein as a "Respondent".

LIC and the Respondent shall individually be referred to as "Party" and collectively referred to as "Parties".

WHEREAS, the Respondent is aware that while responding to LIC's Request For Proposal (RFP) Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023, the Respondent may be gathering information on LIC's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

WHEREAS, Respondent agrees to receive the Proprietary Information or other information from LIC and treat all such information as confidential information and to safeguard LIC's confidential information, property, information systems, network, databases and other data.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Respondent agrees that:

Respondent agrees to hold all Confidential Information received from LIC in confidence. Respondent will use such Confidential Information only for the purpose of developing the Response to the said RFP; restrict disclosure of such Confidential Information to its employees and employees of its affiliated or partner companies with a need to know and inform such employees of the obligations assumed herein. Respondent will not disclose such Confidential Information to any third party without the prior written approval of LIC.

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. It may be noted that all the information shared as a part of said RFP in the form of project documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configurations onsite shall be the sole property of LIC and shall be treated with the same degree of confidentiality as that of the respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of this project engagement.

Without the prior written consent of LIC or except as otherwise provided herein, the Respondent will not:

- distribute or disclose to any other person any of the Confidential Information;
- permit any other person to have access to the Confidential Information;
- use the Confidential Information for any purpose other than the Permitted Use ; or disclose to any other person
- That discussions, investigations or negotiations are taking place concerning a possible transaction between the Parties, or the terms, conditions, status or other facts regarding a possible transaction between the Parties, or that Respondent has received Confidential Information from LIC. Notwithstanding the above, Respondent may disclose the Confidential Information, and portions thereof to its directors, officers, employees and representatives of its advisors (collectively, "Representatives") who need to know such Confidential Information for the purpose of evaluating a possible transaction between the Parties. It is understood that the Respondent will inform their respective Representatives of the confidential nature of the Confidential Information and will require its Representatives to be bound by this Agreement and not to disclose the Confidential Information to any other person.



Respondent agrees to protect the Confidential Information received from LIC with the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Respondent agrees to promptly inform LIC of any unauthorised disclosure of LIC's Confidential Information.

The Respondent shall ensure that in no case its employees or representative uses any USB or connectivity device in the hardware systems of LIC without the permission from LIC.

The Respondent shall ensure that their employees will not disclose any information of LIC during their employment and even after they cease to be the employees of the Respondent. The Respondent shall ensure this by its own internal agreements.

Confidential Information does not include information that Respondent can reasonably prove, falls within any of the following:

- information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder;
- information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party;
- information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information;
- Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of LIC.

In the event that Respondent is required by law in any judicial or governmental proceeding to disclose any Confidential Information, the Respondent will give LIC prompt written notice of such request so that LIC may seek a protective order or appropriate remedy. If, in the absence of a protective order, Respondent determines, upon the advice of counsel, that it is required to disclose such Confidential Information, it may disclose such Confidential Information only to the extent compelled to do so; provided, however, that the Respondent gives LIC written notice of the portion of Confidential Information to be disclosed as far in advance of the disclosure as is practicable and uses its best efforts, at its own expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.

No license expressed or implied in the Confidential Information is granted to Respondent other than to use the information in the manner as is permitted in RFP or by LIC.

Respondent agree that Confidential Information is and shall at all times remain the property of LIC. Respondent acknowledge that the Confidential Information is confidential and material to the interests, business and affairs of LIC and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of LIC. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the party's intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of LIC and shall be returned upon written request or upon the Respondent's determination that it no longer has a need for such information.

No license to the Respondent, under any trade secret or any other intellectual property right, is either granted or implied by the disclosure of information to the Respondent. None of the information which may be disclosed or exchanged by LIC shall constitute any representation, warranty, assurance, guarantee, or inducement by Respondent to LIC of any kind, and in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work rights, or any other intellectual property rights, or other rights of third persons or of LIC.

There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither LIC makes any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of Confidential Proprietary Information or any other information or data related thereto, or with respect to the use thereof by Respondent.

Neither this NDA nor the disclosure or receipt of information from LIC to the Respondent, shall constitute or imply any promise or intention to pursue any business opportunity described in the Confidential Information or make any purchase of products or services by LIC or its affiliated companies or any commitment by LIC or its affiliated companies with respect to the present or future transaction between the parties.



Respondent shall not modify or erase the logos, trademarks etc., of LIC or any third party present on the Confidential Information. The Respondent shall not use or display the logos, trademarks etc., of LIC in any advertisement, press etc., without the prior written consent of LIC.

Upon the request of LIC, the Respondent, will within 7 days of receipt of such request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of Respondent or its Representatives and shall certify the fact of having destroyed the Confidential Information in writing to LIC. Such return, however, does not abrogate the continuing obligations of Respondent under this Agreement.

Respondent agree and acknowledge that monetary damages would not be a sufficient remedy for a breach of this Agreement and that LIC shall be entitled to specific performance or any other injunctive relief as a remedy in equity for any such breach of this Agreement. Any remedy shall not be deemed to be exclusive or all-inclusive and shall be in addition to any and all other remedies which may be available to LIC in law or equity.

Confidential Information provided to the Respondent does not and is not intended to represent an inducement by LIC or a commitment by LIC to enter into any business relationship with the Respondent or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.

The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of LIC posted at/for Central Office-IT (Mumbai, Pune and COSP centres) and Information-Technology department of Zonal offices.

Respondent agree that all of its obligations undertaken herein as the Respondent shall survive and continue for the period of the existence of this NDA and a period of three years thereafter regardless of any prior termination of this NDA.

This NDA constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto.

No amendment or modification of this NDA shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective Authorized officers or representatives.

The Respondent understand and agree that no failure or delay by LIC in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

The Respondent herein agree and undertake to indemnify and hold LIC harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement. In the event that the Respondent shall be liable to LIC in connection with this Agreement, the Respondent's liability shall be limited to the value of the Contract.

This Agreement shall be governed and construed in accordance with the laws of India. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect. Respondent agree not to assign this Agreement or any interest herein without express prior written consent of LIC.

Nothing in this agreement and no action taken by the Respondent pursuant to this agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity or arrangement. This Agreement is entered into by the Parties on a Principal-to-Principal basis and no other meaning can be assigned in interpreting any of the terms contained herein.

Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. Each party shall appoint its Arbitrator and the two respective Arbitrators appointed by each party shall appoint presiding arbitrator to adjudicate the dispute, difference or claim between the parties. The place of arbitration shall be Mumbai, India and the arbitration proceedings shall take place in the English language.

IN WITNESS WHEREOF, the Respondent has caused this Agreement to be executed as of the date set forth above.

For and on behalf of <Respondent Company><Address of Respondent>

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Signature

Authorised Signatory

Name: Designation: Date: Place:

Office Seal:

8) <u>Annexure-VIII</u>: Technical Bid Format (Given separately in an Excel sheet)

9) <u>Annexure-IX</u>: Commercial Bid (indicative) Format (Given separately in an Excel sheet)



10) Annexure-X: Land Border Clause (LBC)

Ref. No. Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023

Restrictions on Procurement from Bidders from a country or countries, on grounds of defence in India. (*This Certificate should be submitted on the letter head of the Bidder as well as the OEM/OSD/OSO/Manufacturer duly signed by the authorized signatory of the Bidder/OEM/OSD/OSO.*)

Date:

To,

The Executive Director, IT/BPR Life Insurance Corporation of India, "Yogakshema, Jeevan Bima Marg, Nariman Point, Mumbai – 400021

Dear Sir/Madam,

Re: Procurement of Multi-Factor Authentication, Contextual Access Solution and Remote connectivity solution RFP REF: <u>LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023</u>.

1) I have read the 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 the General Financial Rules(GFRs),2017 which defines clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

2) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Place : Authorized signatory Bidder :

Date : Name :

Designation :

Name & Seal of Company :

Authorized Signatory (OEM/OSD/OSO):

Name :

Designation:

Name & Seal of Company

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11) Annexure – XI: Manufacturer's Authorization Form (MAF)

RFP Reference No: Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023

To,

The Executive Director (IT/BPR), Life Insurance Corporation of India Central Office, IT Dept, 2nd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (West), Mumbai 400 054

Dear Sir,

We	(OEM/OSD/OSO) who	are established and reputed manufacturers
of	having development centers at	and confirms
that, M/s	(Name and address of bidder) he	rein after referred as "Partner" wishes to
participate in	the Bid or Project stated above and has entered into an ag	reement for the purchase and resale of
	(OEM/OSD/OSO) Products and/or Services. The Partner is entitl	ed and authorized to do the following:

- a) Resell and/or distribute _____ (OEM/OSD/OSO) 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 manufactured or supplied by _____(OEM/OSD/OSO).

_____ (OEM/OSD/OSO) will, within the scope of its agreement with its Authorised channels, provide product warranty services and back to back support for ______ (OEM/OSD/OSO) products obtained through its Authorised channels for a period mentioned in the RFP referred above, from the date of installation at LIC of India.

______ (OEM/OSD/OSO) certify that, the solution being sold would not be declared End of Support (EoS) in the next six years and that ______ (OEM/OSD/OSO) shall supply suitable substitute in case EoS of the solution. Also ______ (OEM/OSD/OSO) certifies that the products being sold would be covered under Warranty and the highest level of support will be available for next six years from the date of installation at LIC of India. The support means the highest level of support available with the OEM/OSD/OSO.

__ (OEM/OSD/OSO) certifies that we have spares depot in India to support the project.

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

Yours faithfully,

Name of person For and on behalf of M/s ______ Designation Contact Details Date: Place: (Name of Original Equipment Manufacturer - OEM/OSD/OSO) (Seal of the OEM/OSD/OSO)



12) <u>Annexure-XII</u>: Format for submitting the Performance Bank Guarantee (s)

RFP Ref.No./ Ref: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023

This Deed of Guarantee executed by the _______ (Bank name) "A Scheduled bank within the meaning of the Reserve Bank of India Act and carrying out banking business including guarantee business at Mumbai and other places "having its head office at ________ (hereinafter referred to as "the Bank") in favour of Life Insurance Corporation of India, Corporation established under Section 3 of LIC Act 1956, having its IT Dept., Central Office at the 2nd Floor, Jeevan Seva Annex, Santacruz, Mumbai 400054, (hereinafter referred to as "the Corporation") for an amount not exceeding Rs._______/- (Rupees _______ only) at the request of "Vendor Name & Address" _______ (hereinafter referred to as the "Vendor").

This guarantee is issued subject to the condition that the Liability of the Bank under this guarantee is limited to a maximum of Rs. _____ (Rupees ...in words), and the Guarantee shall remain in force for a period up to _____ (date), and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the Bank on or before _____ (date) by the Corporation.

Whereas ______ (Vendor's Name) having its head office at ______ has been selected as the network security vendor by the Corporation as per terms and conditions mentioned in the tender document/RFP Ref.No./: LIC-CO/IT-BPR/NW/RFP/2022-23/01 Dated: 28/02/2023

And whereas the _________ (name & address of the Bank) has agreed to give on behalf of the Vendor a guarantee (Performance Bank Guarantee), therefore we hereby affirm that we guarantee and are responsible to you on behalf of the vendor upto a total amount of Rs. _______ (Rupees In words) and we undertake to pay you , upon your first written demand declaring the Vendor to be in default under the Contract , and without cavil or argument, any sum or sums as specified by you within the limit of Rs. ______ (Rupees In words) as aforesaid, without your need to prove or show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE :

- a. The Bank hereby covenants and declares that the guarantee hereby given is unconditional & irrevocable one and shall not be revoked by a Notice or otherwise.
- b. Our liability under this guarantee is restricted to a sum of Rs. _____ (Rupees In words).
- c. The Bank Guarantee will be valid for a period up to _____
- d. A written claim or demand for payment under this Bank Guarantee is the only condition precedent for payment of part/full sum under the guarantee to the Corporation.
- e. The corporation need not prove <u>or</u> show grounds <u>or</u> reasons for the demand of a part or the full amount of guarantee.
- f. This Guarantee shall not be affected by any change in the Constitution of the Bank or the Vendor.

DATED AT THIS DAY OF

SEALED AND SIGNED BY THE BANK

13) <u>Annexure-XIII</u>: List of support centers of the bidder (To be given separately in an Excel sheet)