

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



Request for Proposal (RFP) / Tender Document

1.	Procurement of Network Gateway Security Products, Implementation & Management. (FIREWALL etc.)
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[Ref: LIC-CO/IT-BPR/FW/RFP/2016-17/01 Dated: 7th September 2016]

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

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Section-A : INTRODUCTION

1. Definitions :

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”, JeevanBimaMarg, Mumbai - 400 021.
Agreement	The contracts signed 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.
Authorised Signatory	The person Authorised by the company’s Board/ Managing Director/ Director for signing the bid documents on behalf of the company
Acceptance of Tender	Means the letter/fax/e-mail or any memorandum communicating to the bidder about the 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 participating in this RFP / Tender.
Contract	An Agreement signed between the LIC and the Selected vendor and all the attached documents. The “Agreement” includes the RFP, subsequent modifications to the RFP issued by LIC, response of the selected vendor to the RFP and the agreement document itself.
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 bidder/Vendor	Means the Bidder who is found to be the L1 (lowest) bidder after the evaluation of 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 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.

2. Abbreviations:

Abbreviation	Description	Abbreviation	Description
#	Serial Number	LLD	Low Level Diagram
ACL	Access Control List	MAF	Manufacturer Agreement Form
AD	Active Directory	MEC	Minimum Eligibility Criteria
AS (IT/BPR)	Assistant Secretary (IT/BPR), LIC	MSA	Master Service Agreement
AV	Anti-Virus	NAC	Network Access Control
BFSI	Banking Financial Services & Insurance	NDA	Non-Disclosure Agreement
BG	Bank Guarantee	NDR	Near Disaster Recovery
BPR	Business Process Reengineering	NGFW	Next Generation Firewall
CCA	Comptroller of Certifying Authority	NGTP	Next Generation Threat Prevention
CCR	Customer Call Report	NI ACT	Negotiable Instrument Act
CD	Compact Disk	NIC	Network Interface Card
CO	Central Office	NIDS	Network Intrusion Detection System
CST	Central Sales Tax	NIPS	Network Intrusion Prevention System
CV	Curriculum Vitae	NPV	Net Present Value
DC	Data Centre	OEM	Original Equipment Manufacturer
DD	Demand Draft	OS	Operating System
DDoS	Distributed Denial of Service	PAN	Permanent Account Number
DOA	Dead On Arrival	PBG	Performance Bank Guarantee
DOS	Denial of Service	PC	Personal Computer
DR	Disaster Recovery	PDCA	Plan Do Check Act
DS (IT/BPR)	Deputy Secretary, Information Technology/BPR	PO	Purchase Order
ED (IT/BPR)	Executive Director, Department of Information Technology /BPR	POST	Power-On Self-Test
EMD	Earnest Money Deposit	PSU	Public Sector Unit
GOVT	Government	RAM	Random Access Memory
GST	Goods and Services Tax	RBI	Reserve Bank of India
HA	High Availability	RFP	Request for Proposal
HLD	High Level Diagram	RW	Read Write
HQ	Head Quarter	SI	System Integrator
HTML	Hyper Text Markup Language	SIEM	Security Information & Event Management
INR	Indian National Rupee	SLA	Service Level Agreement
IPR	Intellectual Property Right	SOC	Security Operating Centre
IPS	Intrusion Prevention System	SOP	Standard Operating Procedure
IT	Information Technology	SOW	Scope of Work
JV	Joint Venture	TOC	Tender Opening Committee
L1	Level 1	URL	Uniform Resource Locator
L2	Level 2	VAT	Value Added Tax

LBT	Local Body Tax	VB	Visual Basic
LLB	Link Load Balancer	VM	Vulnerability Manager

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 to provide Network Gateway Security products, implement & manage (Firewall, etc.) the security setup at LIC data centres for a period of FIVE (5) years.

LIC may order for additional setup at different location or reduce the number of locations.

4. Activity Schedule

RFP Reference	CO/IT-BPR/FW/RFP/2016-17/01
Release of RFP	7th September 2016
Bid Processing Fee	Non-refundable Rs.10,000/- (<i>Rupees Ten Thousand Only</i>) by way of Demand Draft drawn on any nationalized Bank/scheduled bank, in favour of “Life Insurance Corporation of India”, payable at Mumbai.
Pre-bid queries on the RFP (through e-mail) :	Any query related to the RFP/Bid should be sent through e-mail on firewallbid@licindia.com latest by 15 th September 2016 (by 3:30pm).
Pre-Bid Meeting	19 th September 2016, 11.00 AM at the address given below.
Last Date for Bid Submission	30 th September 2016 latest by 3:30pm
Eligibility and Technical Bid opening date & time	30 th September 2016 at 4:00 pm
Earnest Money Deposit (EMD)	➤ By way of DD :Rs.2,00,000 (Rupees Two Lakhs) ➤ By way of BG : Rs.8,00,000 (Rupees Eight Lakhs) ➤ Total EMD : Rs. 10,00,000 (Rupees Ten Lakhs)
Commercial Bid opening date & time	Will be intimated to the Technically qualified Bidders at a later date.
Address of Communication/Receipt/submission/opening of Bids	The Executive Director (IT/BPR), LIC of India, Central Office, IT/BPR Department, 2 nd Floor, Jeevan Seva Annexe Building, S.V. Road, Santacruz (W), Mumbai – 400 054
Contact details	Assistant Secretary (IT/BPR) Telephone No.: 022 – 67090462 / 67090375 E-mail ID: firewallbid@licindia.com
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	

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. Current Setup:

The Corporation is currently having the following structure and Geographical Spread:

- ❖ Corporate Office (also called as Central Office) : Mumbai
- ❖ Zonal Offices: 8 (CZO-Bhopal, EZO-Kolkata, SZO-Chennai, SCZO-Hyderabad, NCZO-Kanpur, NZO-Delhi, WZO-Mumbai, ECZO-Patna)
- ❖ Zonal training centres: 9 (Bhopal, Kolkata, Guwahati, Chennai, Hyderabad, Agra, Gurgaon, Pune and Jamshedpur)
- ❖ Management Development Centre: 1 (Mumbai)
- ❖ Divisional Offices: 113 offices spread all over the country
- ❖ Pension & Group Scheme Units : 72 offices spread all over the country

- ❖ Branch Offices : 2048 offices spread all over the country.
- ❖ Satellite/other Offices: More than 1350 offices spread all over the country.
- ❖ Mini-Offices: approx.1300 offices spread all over the country.

6. Present Technical Environment:

LIC is presently having three Data Centres in Mumbai, each having two tier security architecture in HA (High Availability) mode, interconnected with each other with sufficient bandwidth. Data Centres are having internet connectivity from different service providers. Security infrastructure consist of perimeter and core Firewalls in HA mode from two different OEMs, NIPS/NIDS, SIEM, VM, LLB, Edge Routers and switches etc.

7. Brief on the Scope of Work :

Requirement Summary: LIC would like to implement a Network Gateway Security Solution for its Data-Centres in keeping with best practices being followed in the financial institutions across the world today. This solution would need to be implemented and managed to provide optimum security to the organization.

- Design of Network Gateway Security Architecture.
- Study of existing policies/rules which are implemented in the existing setup.
- Study of our present network gateway security architecture at Data Centres.
- Integration of gateway security appliances kept at multiple Data centres.
- Supply of Security devices/products with provision for version upgrades/patches
- Installation and implementation of the products/devices as per the security architecture design; this will include device rules / device policy definition and enforcement on the Security devices proposed in this RFP.
- Design should ensure that communication to the critical server zones must pass through firewall at each location.
- Depending on the business requirement, dynamic routing may be implemented in Firewalls.
- On-site support
- Offsite support

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:

S.No	Eligibility Conditions	Documentary Evidence Required
1.	a) The bidder should be a registered entity in India. or b) A company/statutory body owned by Central/State Govt.	a) Certificate of incorporation/registration b) Valid sales tax/VAT/GST registration certificate c) Service Tax registration certificate Note: For Statutory bodies/Govt. undertakings proof of ownership by Authorised personnel.
2	Bidder should have at least 3 years of experience in supplying, integrating and supporting Network Gateway Security technology solutions. Bidder must have provided heterogeneous (2 or more security technologies in each deployment) Network Gateway Security solutions including firewalls for at least 4 clients globally/India. Out of these, at least 2 orders should be of values greater than Rs. 1.5Crore (either single or clubbed for the same customer) within last 3 years in India immediately preceding the date of this RFP, involving OEMs figuring in Leaders and Challengers quadrants of Gartner in any of the reports from 2013 onwards.	Documentary proof (purchase order/customers certificates, etc.) should be submitted along with the bid. The bidder should submit details like name of contact person along with his phone number for above projects to be submitted (for verification) as per format under Annexure-V
3	Bidder must have had a minimum turnover of Rs. 5Crore 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 Balance Sheet and Profit and Loss account for the relevant years, duly signed by Authorised signatory of the Company along with Name and Seal. Rs. in Crore with 3 decimals.
4	Bidder should have made profit (before tax) in any of the last three financial years preceding the date of this RFP.	Details to be submitted in Annexure-II and attested copies of Audited Balance Sheet and Profit and Loss account for the relevant years, duly signed by Authorised signatory of the Company along with Name and Seal. Rs. in Crore with 3 decimals.
5	The bidder should have significant client base in Government, Banking, Financial and Insurance sector in India	Self-declaration signed by the authorised signatory along with Name and Seal in Annexure-III
6	The bidder should have a dedicated security practice in operation for over 3 years and shall have minimum 30 skilled professionals in security domain, out of whom at least 12 each should be certified for each of the Firewall OEMs proposed.	Self-declaration signed by the authorised signatory along with Name and Seal in Annexure-III
7	The bidder so selected should have the proven capability to perform the entire scope of the assignment without outsourcing the same to any third party.	Self-declaration signed by the authorised signatory along with Name and Seal in Annexure-III
8	The bidder should have back-to-back support with both the Firewall OEMs. 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.	Bidder should provide a letter from OEMs, issued to them after the date of this tender and should be valid for 5 years mentioning their back-to-back/direct support agreement with OEM. Refer Annexure-XI
9	The bidder should not have been blacklisted by any Govt./PSU/reputed listed company for corrupt or fraudulent practices or non-delivery, non-performance in the last three years. The bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the requirements as per the tender, it shall provide details of the action(s).	A certificate in original from the Authorised signatories should be attached as compliance to this condition. Refer Annexure-IV

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.

2. List of enclosures with Eligibility bid :

The Eligibility bid document should contain the following:

- a) Bid processing fee, in form of Demand Draft of Rs.10,000/-.
- b) Letter for Authorised Signatory.
- c) Covering letter, application form and details asked as per Annexure-I and II.
- d) Copy of Certificate of registration/incorporation.
- e) Copy of Sales Tax/VAT/GST registration certificate (central/state).
- f) Copy of Service Tax Registration certificate.
- g) 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).*
- h) Self-declarations as per Annexure-III
- i) Manufacturer Authorised Form (MAF) and declaration about back-to-back support from respective OEMs as per Annexure-XI.
- j) Declaration about non-blacklisting as per Annexure-IV
- k) Documentary evidence like certificate from customers or copies of Purchase Orders etc. or certificate as per Annexure-V
- l) EMD: Rs.2,00,000/- (Rupees Two Lakhs only) in form of a Demand Draft and balance amount of Rs.8,00,000/- (Rupees Eight Lakhs 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) Integrity pact as per enclosed format.

- Bid may be rejected if bids are not signed by the Authorised signatory and designated official(s), as asked in the respective clauses/annexure of the RFP or if instructions are not followed.

Section-C : INSTRUCTIONS TO BIDDERS

1. Qualification Criteria

Only the bidders who meet all the qualifications mentioned in Section “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 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 www.licindia.in and submit the Bid Processing Fee (non-refundable) of Rs.10,000/- (Ten Thousand Only) 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.

7. Pre-Bid Clarifications:

- 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.
- 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 firewallbid@licindia.com, the file size per e-mail should not exceed 1MB. No other form of communication shall be entertained.

[Ref : CO/IT-BPR/FW/RFP/2016-17/01 Dated : 07 th September 2016]			
S.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.			

- 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.
- 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.
- 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.
- 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).
- In order to provide prospective bidders reasonable time for taking the modifications into account, LIC may, at any time prior to the date of bid submission extend the date for the submission of Bids.
- 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.10,00,000/- (Rupees Ten Lakhs only) as EMD along with the Technical-Bid document. Rs.2,00,000/- (Rupees Two Lakhs only) has to be submitted in form of a Demand Draft drawn on Nationalized/ Scheduled Bank in favour of 'LIC of India' payable at Mumbai and the balance amount of Rs.8,00,000/- (Rupees Eight Lakhs only) should be submitted in form of a 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 Network Gateway Security Products, Implementation & Management for LIC Ref: CO/IT-BPR/FW/RFP/2016-17/01 dated 7th September 2016".
- 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 Network Gateway Security Products, Implementation & Management for LIC Ref: CO/IT-BPR/FW/RFP/2016-17/01 dated 7th September 2016".
- 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 Network Gateway Security Products, Implementation & Management for LIC Ref: CO/IT-BPR/FW/RFP/2016-17/01 dated 7th September 2016".
- i) The Bid processing fee, EMD and 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 **THE EXECUTIVE DIRECTOR (IT/BPR)** 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.
- l) 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 Authorised 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 Authorised 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. Integrity pact (duly filled and signed), EMD and Bid processing fee not enclosed.
 - vi. Bids are not submitted in respective envelopes as stipulated above.
- o) **Language of Bid**
The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and LIC shall be in English language. As far as numbers are concerned the same should be in Hindu-Arabic Numerals.
- p) **Bid Currencies**
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. If not, the BID MAY BE REJECTED.
- 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.

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) The vendor should propose perimeter and core firewalls from different OEMs, failing which their bids will not be considered for further evaluation. All perimeter firewalls should be from the same OEM and all Core firewalls should be from the same OEM.
- (v) Technical details/brochures of the product(s) as given in the Technical bid. No indications as to price aspect or financial stipulations are to be given in the technical bid, failing which the bid shall be rejected.
- (vi) Soft copy of the complete Technical bid (*along with all its annexure*) in a separate READ-ONLY CD/DVD with all documents.
- (vii) No indication to price aspect is to be given in the technical bid, failing which the bid shall be rejected.

Note: *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 Network Gateway Security Products, Implementation & Management. (FIREWALL etc.)".The bidder should quote the prices for all the items in Commercial bid (Indicative Price) format as per Annexure-IX
- b) The bidder shall quote the price of buy back items as per annexure-IX. Buy back items should be quoted inclusive of all taxes (if applicable) .
- 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 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 superscribed "REVISED COMMERCIAL BID FOR Procurement of Network Gateway Security Products, Implementation & Management. (FIREWALL, etc.)"(Ref: CO/IT/FW/RFP/2016-17/01 Dated: 7th September 2016)". 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 publishing of this RFP. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period.

In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing 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 Authorised representatives who choose to attend, as per the activity schedule.
- c) After completion of evaluation of eligibility bid, the result of the bidders qualifying for the technical evaluation will be notified on the LIC website and may be intimated to all participating bidders.
- d) Technical bids will be evaluated only for those bidders declared as "qualified" as per the MEC.
- e) On completion of the Technical Bids evaluation, the list of short-listed bidders and the date, time & venue of opening of their Commercial bids will be notified on LIC website and may be intimated to all shortlisted bidders.
- f) 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 Authorised 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's decision shall be final and no correspondence seeking clarifications about the decision shall be entertained. (Formatting numbering)

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 (appliances appearing in Gartner's quadrants.) 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 Authorised 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 Authorised 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.
 $r = 10\% \text{ i.e. } 0.10$
- 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. 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 (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 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 taxes such as 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 Comptroller 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
 - iii. based on the lowest quote received in the commercial bids (indicative).

In case the successful bidder (PQR) fails to fulfill any of the obligations under the RFP within the timelines defined, LIC reserves the rights to cancel his selection and declare the bidder with rank 2 (XYZ) as successful bidder provided this bidder agrees to match the commercial bid of PQR.

25. *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.

26. *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.

SECTION-D : TERMS AND CONDITIONS

A. Terms and Conditions regarding bidding:

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.
2. 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 Annexe Bldg, S.V. Road, Santacruz – 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, 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.

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 25% 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 and offsite 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.

4) Signing of contract:

The selected bidder (vendor) has to sign a contract with LIC as per the terms and conditions of the RFP on a Rs.250/- 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's 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 equipments 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's 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 to a person to be nominated by LIC whose decision shall be final and binding upon both the parties. 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.

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.

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 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 softwares 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 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 EMD / 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:

- (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 statutory 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.

15) Conflict of interest:

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 or 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 equipments/components outside this tender.
- (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 the respective appliances at LIC data centers. Configure the appliance for High availability, Tune up the appliances with LIC Security requirement; document the solution, Train & Certify 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.

General

- Supply of Security devices/products with provision for version upgrades/patches
- Installation and implementation of the products/devices as per the security architecture design; this will include device rules / device policy definition and enforcement on the Security devices proposed in this RFP.
- Vendor has to act as technical-advisor to LIC for gateway security products and related systems by way of evaluation, demonstration, etc. as and when required by LIC. Vendor has to submit findings/reports to LIC and give suggestions/recommendations. Necessary resources (including Level-3 support) have to be deployed by vendor for technical assistance and submit the detailed documentations etc. No additional cost will be payable by LIC for such things.
- Identifies potential security risks, helping LIC to take appropriate, corrective action
- Design, implement, and keep record & controls and migration to IPv6 as and when required by LIC without any additional cost to LIC.
- In case there is a cost incurred to LIC due the wrong BoM/Specification/feature-set of security equipment/device/appliance 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.

1.1. Details of Work

- Total solution will cover supply, installation, implementation, testing, training & certification, supporting the firewall, management and reporting appliance during warranty period. This will also include installation, configuration and maintenance of associated appliances like routers, switches, Link load balancers etc. which may be provided by LIC.
- Prepare HLD and LLD in consultation with OEM and LIC for rollout. The design should be OEM certified.
- Design and document a Project implementation plan with significant milestones marked on it.
- The selected bidder needs to configure firewall appliance in High Availability (HA) mode (Active-standby) and configure management and reporting appliance with applicable features set as deemed fit to address the LIC Network gateway security requirement.
- The successful bidder need to install all the associated equipments needed to complete the job as per the technical specification described in this tender.
- Bidder needs to study existing Client, Server, LAN& WAN network environment of LIC and suggest suitable changes for deployment of proposed solution.
- The firewall solution needs to be integrated with LIC's existing Local Area Network, Wide Area Network, Server and Security infrastructure etc. The selected bidder needs to work closely with the LIC for preparation and configuration of Firewall policies.
- The installation will include proper mounting, labeling, tagging of all the equipment and provide network and power connections.
- 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.

1.2. 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 same.
- Study of our present architecture at Data centres.
- To suggest plan for network integration of three Data centres.
- Design of Network gateway Security Architecture.
- Design should ensure that communication to the critical server zones must pass through NGFW at each location.
- Depending on the business requirement, dynamic routing may be implemented in Firewalls.
- Design and document the IP addressing Schema (IPv4 as well as IPv6) in accordance with requirement of LIC and the government agencies/regulators.
- Design and document the ACLs and VLAN schema for the network along with LIC team.
- Bidder needs to prepare a detailed execution plan. The complete documented plan must be submitted to LIC with supported designs and drawings (if any) within 5 weeks of placing the order. The actual execution will start only after approval of plan by LIC officials.
- The plan shall include information related to required downtime, changes to existing architecture, deployment schedule etc. The installation of the equipments shall be done as a planned activity on a date & time of approved deployment schedule.

1.3. Inspection and Acceptance Procedure

- Physical Inspection and preliminary testing of the product/s shall be done at LIC, in the presence of representatives of the supplier and will comprise of the following:
 - a) Physical verification of equipment as per the supply contract.
 - b) Physical inspection of the equipment for any physical damage.
 - c) "Power on self-test" to ascertain that no product/s is dead on arrival.
 - d) Physical verification of Licenses, Software media, technical documentation as per purchase order.
 - e) Registering the Hardware & Software License with OEM for validation and desired technical support.

1.4. Basic Installation of Hardware and Software

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

- Mounting physical devices onto racks as required.
- Powering on the physical devices & running Hardware Diagnostics.
- 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 if any on respective appliances.
- Enabling of features and functionality on respective Appliances for Application control and detection, IPS, Anti-spyware, Botnet detection, Data Content Filtering, VPN, SSL, Management, Logging and Reporting etc.
- Configure Firewall Appliances 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 security features by NGFW.
- Configuration of update and upgrades as and when the latest version is released.
- Configuring backup Schedule of Firewall, Management, Logging and Reporting appliance.
- Check for Failover between appliances used for Firewalling.
- Policies to be set to prevent DOS/DDOS attacks.
- Quarterly security life cycle review in the form of executive summary report providing threat landscape in LIC.

1.5. Deploying and Fine Tuning of Firewall Appliances

- Migrate the existing security policies to new firewall after reviewing the same in consultation with LIC.
- Design and document the Firewall policies and rules to be configured on the Perimeter and Core Firewalls.
- Creating and applying default policies after analyzing traffic pattern for monitoring purpose.
- Modifying and Fine-tuning existing default policies for better traffic control
- Configuring IPS module on Firewall Appliances in detect mode with default / recommended profile for analysis
- Configure Objects and rules on the Firewall management console.
- Block critical and high categories attacks/viruses and alert for all other categories.
- Test connectivity to and from the various network zones configured on the Firewall.
- Creating customized IPS profile based on the outcome of detect mode analysis
- Configuring firewall with enabled feature sets mentioned in 1.4 above.
- Configuring QoS to enhance the response for identified services
- Configuring user authentication through LDAP for device administration and VPN access.
- Setting up basic system health monitoring and log analysis through Management and Reporting appliance.

- Vendor has to do end-to-end configuration of network gateway security devices, designing, implementation and customization as per best practices and LIC's requirements. The vendor will ensure seamless integration of its equipments for functioning of existing as well as future gateway security appliances.

1.6. Deploying Management, Logging & Reporting Appliance

Configuration of Management, Logging and Reporting Server/Appliance would involve following tasks:

- Configuring Management and reporting appliances for capturing performance and availability of Firewall devices.
- Enable capturing of logs, log retention period and mechanism for archiving logs.
- Review of firewall policies every six months to identify the unwanted and overlapping rules.
- Creating Out-of-the-box reports and customized reports templates based on the needs of LIC.
- Scheduling of backup for device used for Management purpose.
- Checking up of restoration of Management hardware from backup.
- Configure Incident based alert mechanism supported by appliance like Visual Alerts, e-mail & SMS etc.

1.7. Documentation

- 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.

1.8. Training & Certification

Bidder shall train specified LIC employees for operational Management of the system. Training shall be provided on each of the following modules to specified LIC personnel. Training shall be provided at no additional cost to LIC through OEM approved Authorised 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 Firewall operations, alert monitoring, policy configuration for all solutions etc.
- Documentation and knowledge transfer after each patch/version update.
- The bidder and OEM 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 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 for minimum of one day. LIC has the right to exercise this training option at its discretion.
- Training cost shall be inclusive of certification of at least two participants.
- The bidder is required to provide all trainees with detailed training material and 3 additional copies 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 resources in case the bidder does not have adequately experienced resources for providing training

Solution	Pre-Implementation (Days)	Post-implementation (Days)
Firewall	2	5

The detailed training documents should be given to the training participants. The detailed theory & hands-on training should be imparted by the OEM Authorised 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.

1.9 Acceptance by LIC

- The Goods supplied by the Bidder should meet the technical specifications envisaged in this tender document.
- 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.
- Acceptance tests should explicitly Demonstrate High Availability (HA) features, automatic failover features, demonstrate Inbound and outbound filtering, blocking of ports as per policies, intrusion prevention and Antibot features etc.
- Appliances will be considered to have been commissioned when all services as described in this tender document are able to run smoothly over the network. 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 security 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 for facility management (L1 & L2 Personnel)
- To ascertain the effectiveness and efficiency of the resources deployed for offsite support.
- The vendor will do the necessary changes in the security infrastructure as per the changing business needs without charging any cost to LIC

EXPECTED DELIVERABLES (from successful bidder)

- The Bidder has to specify the Name of the OEMs with the product name in the Technical specification.
- The servers' hardware configuration has to be done by the bidder. The hardware should not have any single point of failure.
- The Bidder should provide backup solution for proposed setup.

S N	Description	No. of Users	Qty
1	Perimeter Firewall Appliances for Data Center (DC) as per Technical Specifications	Unlimited	02
2	Perimeter Firewall Appliances for DR and NDR as per Technical Specifications	Unlimited	04
3	Core Firewall Appliances for Data Center (DC) as per Technical Specifications	Unlimited	02
4	Core Firewall Appliances for DR and NDR as per Technical Specifications.	Not Applicable	04
5	Servers for Management with Logging and Reporting of Firewalls to provide high-availability provision at 2 different locations to take care of the management of firewalls at all sites. It is the responsibility of vendor to do proper hardware sizing to avoid any bottlenecks. Vendor to factor Hardware, Software with necessary storage, RAID, any licenses (OS, database etc.). They should not depend on LIC for any provisioning in this regard.	2 Locations	02
6	Direct Premium Support with 24x7x365 with OEM. Vendor to provide this Support for all of above components	Not Applicable	
7	On-site Support of L1 & L2 personnel		1 Each
8	Offsite Support after LIC's office hours		
9	Offsite L3 Engineer		1
10	KVM switches It should be suitable for placing 8 Servers / appliances. KVM SWITCH should have following specifications – 8 port integrated LCD, with full set of cables, 17" TFT LCD panel, and Key board in notebook form factor with PS2/USB interface.		3

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) 2 years' experience of Network gateway security 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, liaising with all stake holders (*OEM, 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.

L1 onsite support personnel Qualifications:

- a. Graduate in Science/Engineering with at least 1 year of Experience in implementation of Next Generation Firewall, NIPS, Vulnerability scanner tool etc. The person should be certified on the firewall products being quoted.
- b. Should have good knowledge on implementation and its functionality of security products in a heterogeneous environment
- c. Should be able to monitor remotely all the products at 3 locations from Central office, Mumbai or alternate site of LIC at Mumbai.
- d. Should be in the pay-roll of the vendor i.e. not outsourced.
- e. For seamless integration of the entire solution, the onsite support will have to co-ordinate with the various projects and resolve the problem.
- f. The L1 should have a backup resource of L2 who will complement the person during routine jobs and supplement, if he is on leave. The L2 should be accountable for the providing the technical support to LIC.
- g. The L1 should be placed at LIC premises during LIC's office hours. However, the hours may be extended

- whenever required.
- h. 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.
 - i. 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 Next Generation Firewall etc. The person should be certified on the firewall products being quoted as well as on NAC.
- b. Should have good knowledge on implementation and its functionality of security products in a heterogeneous environment.
- c. Should be able to monitor remotely all the products at 3 locations from Central office, Mumbai or alternate site of LIC.
- d. Should be able to do day-to-day maintenance of all security devices/appliances/equipments, etc. at all locations.
- e. Should help to locate issues related to security aspects and notify the same and assist in its resolution.
- f. Should be able to do required changes in configuration, policies, etc.
- g. Should be in the pay-roll of the vendor i.e. not outsourced.
- h. For seamless integration of the entire solution, the vendor will have to co-ordinate with the various projects and resolve the problem.
- i. The L2 should be placed at LIC premises during LIC's office hours. However, the hours may be extended whenever required.
- j. The person should have a backup resource of L2 / L3 who will complement the person during routine jobs and supplement, if he is on leave. The L2 / L3 should be accountable for providing the technical support to LIC.
- k. 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.
- l. 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 two 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.

SUPPORT PLAN: The Bidder should provide a detailed plan on the support for the Security solution to maintain the system uptime of at least 99.9%.

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 network gateway security setup along with associated appliances like routers, switches, Link load balancers etc. which may be provided by LIC.

- 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 on-site support Personnel should be able to troubleshoot problems raised and should maintain a log of them, also report it to the LIC administrators in detail with root cause analysis and problem resolution.
- e. 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.)
- f. The onsite support Personnel should re-install/ reconfigure any component/ system of the security equipments supplied by the vendor, in case of crash of those components / system on problem or patch/upgrades. The on-site Support Personnel also needs to support, if any security installations done by a separate vendor.
- g. In case the problem is not being rectified by the onsite L1 & L2 Personnel even after 1 hour, the issue should be escalated and resolved within 5 Hrs from time of incident.
- h. 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.
- i. The vendor has to create separate interfaces for them/LIC administrators to carry out the minimum possible jobs, which may be changed as per the business needs ensuring compliance to LIC Security policies. There should be a provision to audit the changes done to fix the accountability.
- j. Upgradation of products to the latest version at all the locations, whenever applicable by following a risk-based approach. The procedures have to be documented and submitted to LIC before carrying out any such activity.
- k. The vendor has to do necessary implementations required from business continuity perspectives with respect to network gateway security.
- l. Risk based approach has to be implemented for any change management effected in the configurations carried out in the Firewall, etc.
- m. 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.
- n. The Vendor has to construct a portal application with authentication to implement, assess and track various Trouble-tickets as well as to post important reports in the web-sites for higher official of LIC. The site has to be updated regularly by the on-site Personnel.
- o. Alert LIC officials for any unusual occurrence/threat/attacks etc. observed.
- p. The vendor has to comply with the following attributes related to network gateway security:
 - LIC has a right to review their processes
 - SOPs for the processes in the 3 Data Centres.
 - LIC has a right to assess the skill sets of vendor resources.
 - Advance information about the resources deployed is to be communicated and proper hand-over of charge with complete documentation has to be done for the new resources, which should be approved by LIC.
 - All necessary steps/changes have to be effected in security infrastructure as per the requirements of ISO27001, Certifying Authority/ Body etc. or any third party security audit / inspection report.

Note:

- No telephone connection will be provided by LIC to the onsite support persons.
- The on-site L1 and L2 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.

13. 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

Solution:

- 60% of the cost shall be paid after delivery of entire solution (software, hardware and peripherals as per scope) at the specified location mentioned in the PO.
- 40% of the cost shall be paid after successful Installation and integration, acceptance testing, training/knowledge transfer, documentation of entire solution at specified locations as per the scope of

work.

Annual Maintenance Contract:

- Payment shall be made quarterly in arrears after the expiry of warranty.

Documents to be produced for release of payment:-

▪ **For 60 % Payment against Delivery of hardware and software:**

- Invoice (with reference of Purchase Order for execution, description of services delivered, quantity, unit price, total amount).
- The proof of payment of VAT, Octroi, Entry Tax (wherever applicable)
- Delivery Challans “Proof of Delivery” in original
- Delivery Certificates for Software licenses
- Verification of above deliverables and any other, if needed by Authorised LIC officials not below the rank of Assistant Secretary at CO, IT Mumbai.
- Certificate by the bidder indemnifying the Corporation against Violation of Copyright and Patents.
- Certificate by the bidder that software licenses comply with OEMs guidelines/requirements.

▪ **For Balance 40 % Payment**

- Invoice for Balance amount
- Verification of above deliverables and any other, if needed by Authorised LIC officials not below the rank of Assistant Secretary at CO, IT Mumbai.
- Certificate by the bidder indemnifying the Corporation against Violation of Copyright and Patents etc.
- Receipt of Installation certificate & sign-off duly signed and stamped by the Bidder, and counter-signed by the officials of IT dept., LIC Central Office.
- Proper documentation (soft & hard copy) for the full project (product wise) should also be submitted with regard to the configuration, commands used, trouble shootings done in configuration phase etc to LIC Central Office – IT officials handling the project.
- Lifting of buy-back items

In addition the following aspects may be noted:

- a. No advance payment will be made by LIC.
- b. The payment will be released from IT department, Central Office.
- c. If Components are not delivered within the time schedule for delivery and installation, penalty will be applicable as per SLA.
- d. The total penalty for delivery and installation shall not exceed the total PO Value.
- e. Payment will be subject to deduction of buyback price etc.
- f. LIC at its discretion may temporarily withhold the buy-back router/component. In that case, payment to vendor will **not** be withheld however; deduction of the buy-back amount will be made immediately from the respective PO payments.

▪ **For Payment against remote (offsite) support**

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

- Invoice for the amount payable.
- Verification of ‘Service level agreements’ defined in this bid.

▪ **For Payment against Onsite 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.

G. Warranties:

- 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's 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 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. 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, patches, hot fixes and service support without charging any additional cost to LIC.
- The technology providers, including OEM 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 Authorised 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 Authorised officials. No component of the System/data/ log information will be taken out of LIC's premises without clearance from LIC's Authorised Officials.

Project Implementation Period:

- The Bidder should note that all hardware & software products should be delivered within 6 weeks of the date of acceptance of the Purchase Order. The Project implementation period for various security products deployment for various products is as follows:
- Firewall should be implemented in 3 Data centres within 9 weeks from the date of acceptance of purchase order
- The details of information required from LIC for the submission of Scope of Work and subsequent

implementation to be done accordingly should be sought within three weeks from the date of receipt of purchase order from LIC. The successful bidder may physical verify the sites involved.

- The HLD and LLDs to be submitted within five weeks from the date of acceptance of the purchase order.
- The project planning and implementation should be done keeping in view that normal working hours in LIC offices at Mumbai.

TIME SCHEDULE FOR DELIVERY AND INSTALLATION

LIC may place separate purchase orders for Fresh licenses, Renewal of licenses, onsite support services and remote monitoring services. It is not binding on LIC to purchase all the items as per the commercials.

Sl. No.	Purchase Order for	Delivery Schedule (from Date of Acceptance of Purchase Order)
1	Delivery of all software & hardware security products (Firewall etc) including the servers/desktops etc needed as per the expected deliverables. Date of delivery of last item shall be taken as date of delivery for all items.	6 Weeks
2	Implementation of all devices. Date of implementation of last device shall be taken as date of installation of all devices.	9 Weeks
3	Onsite support	4 Weeks
4	Remote (offsite) Support	4 Weeks

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

Section-G : Service Level Agreement (SLA)

The vendor has to ensure adherence to time-schedules given in this RFP. Non-adherence will attract penalties as given below:

1. Delay in delivery of products, services, On-Site support and offsite support:

SN	Description	Penalty
1	Delivery of all software & hardware security products including the servers/desktops etc. needed as per the expected deliverables within 6 weeks from the date of receipt of the purchase order.	1 % of the total PO value per week of delay or part thereof.
2	Delay in implementation of all devices beyond 9 weeks from the date of receipt of the purchase order.	1 % of the total PO value per week of delay or part thereof.
3	Delay in submission of HLD and LLD beyond 5 weeks from the date of issue of purchase order.	0.2% of the total PO value for every week of delay or part thereof.
4	In case of a breakdown of appliances, hardware, hardware components accessories, systems software, and/or any products, the relevant defect should be attended immediately and rectified within 2 days of the receipt/notice of the complaint.	5% of the total PO value per each hour of delay or part thereof.
5	In case of a malfunctioning of appliances, hardware, hardware components accessories, systems software, or any products, the relevant defect should be attended immediately and rectified within 5 hours of the receipt/notice of the complaint.	1% of the total PO value per every 6 hours of delay or part thereof.
6	In case both the appliances/hardware in the HA mode are down and the system is completely down the defect should be attended and rectified within 4 hours of receipt of notice.	2% of the total PO value per every 1 hour of delay or part thereof.
7	Construction/implementation of security portal with authentication for various security reports, best-practices, common vulnerabilities etc. beyond 20 weeks in consultation with LIC.	5% of the Annual remote-monitoring charges and on-site charges for each week of delay or part thereof.
8	Ensure that any technical issues escalated, but not resolved by the on-site Personnel/vendor, should be closed/ resolved within 1 day.	5% of the Quarterly on-site charges per each day of delay or part thereof.
9	Failure to prevent attacks for which the solutions has been procured.	20% of the Quarterly onsite and offsite support charges for each attack reported.
10	The details of SDM are not communicated to LIC within 2 weeks of receipt of PO	Rs.1,000/- per day.
11	Delay in posting of on-site support Personnel beyond 4 weeks from the date of issue of purchase order for security products.	0.5% of the purchase order value per week of delay or part thereof.
12	Delay in posting of offsite support Personnel beyond 4 weeks from the date of issue of purchase order for security products.	0.5% of the purchase order value per week of delay or part thereof.
13	Delay in providing details for offsite support beyond 4 weeks from date of issue of PO	Rs.1,000/- per day.
14	Delay in providing complete escalation matrix for offsite support beyond 4 weeks from date of issue of PO	Rs.1,000/- per day.

15	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.1,000/- per day for the delayed part
16	If structured weekly meetings are not held (by the Service Delivery Manager) with ED(IT)/Secy(IT)/Dy.Secy(IT)/ Asst.Secy.(IT), Network Section, CO, Mumbai.	Rs.1,000/- for each meeting not held.
17	If CV and certified documents of the proposed candidates are not submitted within 2 weeks from date of Purchase Order (PO)	Rs.1,000/- per day per candidate.
18	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.
19	If the on-site Personnel leaves before expiry of 1 year for reasons other than death and hospitalisation.	10 % of the Annual on-site charges for the first incident, to be incremented by 5% for each 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.
20	In case vendor wants to change the onsite support person, 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.	Penalty of Rs.5,000/- per instance.
21	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	5% per day of the relevant onsite support.
22	In case LIC wishes to get the onsite person changed, if replacement from the identified pool is not provided within 30 days.	5% per day of the relevant onsite support.
23	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, 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.
24	If the LIC's firewall system uptime for any of the three locations is below 99.9% calculated on monthly basis.	2% of the onsite and offsite support charges of every 0.1% decrease of system uptime.

Exclusions from downtime calculation include the following :

1. Downtime because of LAN cabling faults.
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. beyond control of Vendor Managed Services.
4. Force Majeure conditions defined above or any condition not foreseen but mutually agreed by both the parties.
5. Link outages owing to ISPs.
6. Downtime due to any device/appliance not managed by the Vendor.

Penalty caps:

- ❖ The total penalty for delivery and installation shall not exceed the PO value.
- ❖ The total penalty for onsite and offsite support shall not exceed the PO value of onsite and offsite support.

EXECUTIVE DIRECTOR (IT/BPR)

Section-H :ANNEXURES

1) Annexure-I : Covering letter

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

Sir,

LIC's RFP Ref.No: **CO/IT-BPR/FW/RFP/2016-17/01 Dated 7th September 2016**

Reg.: Procurement of Network Gateway Security Products, Implementation & Management(FIREWALL etc.).

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 equipments / devices / appliances, 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 7th September 2016 and also subsequent modifications dated _____ 2016.

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.10,00,000 (Rupees Ten Lakhs) 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 _____ 2016

Thanking you,

Yours faithfully

**Authorised 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,
JeevanSevaAnnexe, S.V. Road,
Santacruz (West), Mumbai 400 054

Application form for the Eligibility of the bidder

Ref. : CO/IT-BPR/FW/RFP/2016-17/01 dated : 7th September 2016

A. Company Details :-

Name of the company:		
Type of the Company [Govt/PSU/Pub.Ltd/Pvt Ltd/JV etc .]		
Address of Corporate Office (HQ)		
Sales Tax registration number and date of registration		
VAT registration number and date of registration		
Service Tax registration No. and date of registration		
Year of Incorporation of the company		
Turnover and profit of the Company	Turnover (Rupees Crore upto 3 decimals)	Profit Before Tax (Rupees Crore upto 3 decimals)
Financial Years : 2013-14		
2014-2015		
2015-2016		
Address for communication :		
Official Web Site (URL) :		
Contact persons details :	<u>First Person:</u>	
▪ Name:		
▪ Designation:		
▪ Phone (O):		
▪ Fax (O):		
▪ Cell No.:		
▪ E-mail ID:		

▪ Name: ▪ Designation: ▪ Phone (O): ▪ Fax (O): ▪ Cell No.: ▪ E-mail ID:	<u>Second Person:</u>
Any other relevant information bidder would like to submit, which is not covered in the above points :	

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

Description	Rs 2,00,000/- towards EMD
Demand Draft No. and Date:	
Name and address of the Bank :	

Description	Rs8,00,000/- towards balance EMD
Bank Guarantee details :	
Name and address of the Bank :	

C. Eligibility information/Compliance :-

Sr. No.	Bid condition / Description	Complied (Yes/No)
1.	a) The bidder should be a registered entity in India. or b) A company/statutory body owned by Central/State Govt.	
2	Bidder should have at least 3 years of experience in supplying, integrating and supporting Network Gateway Security technology solutions. Bidder must have provided heterogeneous (2 or more security technologies in each deployment) Network Gateway Security solutions including firewalls for at least 4 clients globally/India. Out of these, at least 2 orders should be of values greater than Rs. 1.5 Crore (either single or clubbed for the same customer) within last 3 years in India immediately preceding the date of this RFP, involving OEMs figuring in Leaders and Challengers quadrants of Gartner in any of the reports from 2013 onwards.	
3	Bidder must have had a minimum turnover of Rs. 5Crore in each of their last three financial years preceding the date of this RFP.	
4	Bidder should have made profit (before tax) in any of the last three financial years preceding the date of this RFP.	
5	The bidder should have significant client base in Government, Banking, Financial and Insurance sector in India	
6	The bidder should have a dedicated security practice in operation for over 3 years and shall have minimum 30 skilled professionals in security domain, out of whom at least 12 each should be certified for each of the Firewall OEMs proposed.	
7	The bidder so selected should have the proven capability to perform the entire scope of the assignment without outsourcing the same to any third party.	
8	The bidder should have back-to-back support with both the Firewall OEMs. 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.	

9	The bidder should not have been blacklisted by any Govt./PSU/reputed listed company for corrupt or fraudulent practices or non-delivery, non-performance in the last three years. The bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the requirements as per the tender, it shall provide details of the action(s).	
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(Note : Any wrong or incorrect information or 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) **Annexure – III: Self Declarations**

Tender Reference No: CO/IT-BPR/FW/RFP/2016-17/01 dated :7th September 2016.

To,

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

Dear Sir,

We hereby declare and confirm that:

- 1) We have significant client base in Government, Banking, Financial and Insurance sector in India.
- 2) We have a dedicated security practice in operation for over 3 years and having more than 30 skilled professionals in security domain, out of whom more than 12 each are certified for each of the Firewall OEMs proposed.
- 3) We have the proven capability to perform the entire scope of the assignment without outsourcing the same to any third party.

SIGNATURE

Authorised Signatory

Name:

Designation:

Mobile No. :

E-mail ID :

FAX No.

Date :

Place:

Official Seal of the company

4) **Annexure-IV: Declaration regarding non-Blacklisting**

Tender Reference No: CO/IT-BPR/FW/RFP/2016-17/01 Dated 7th September 2016

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 Tender Reference No: **CO/IT-BPR/FW/RFP/2016-17/01 Dated 7th September 2016**, for Procurement of Network Gateway Security Products, Implementation & Management (Firewall etc.) 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 : _____ ' 2016

Place:

Company Seal

5) **Annexure-V: Bidder's Experience on Security projects**

Tender Reference No: CO/IT-BPR/FW/RFP/2016-17/01 Dated 7th September 2016

Security Related Projects

A. Information of the projects undertaken:

Financial year (based on Purchase order)	Name of the client for whom projects undertaken	Project details	OEMs	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) **Annexure-VI: Bank Guarantee Format for E.MD.**

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, 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.8,00,000/- (Rupees Eight Lakhs 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. 8,00,000/- (Rupees Eight Lakhs only) and the Guarantee shall remain in force up to _____ date (valid for a period of _____) 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 _____ (Vendors name) having its head office at _____ (address), is participating in the RFP Ref. No. **CO/IT-BPR/FW/RFP/2016-17/01 dated : 7th September 2016** for “Procurement of Network Gateway Security Products, implementation & Management. (FIREWALL etc.)” 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, upto a total amount of Rs.8,00,000/- (Rupees Eight Lakhs 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.No. **CO/IT-BPR/FW/RFP/2015-16/01 dated : 7th September 2016** for “Procurement of Network Gateway Security Products, implementation & Management. (FIREWALL, SIEM etc.)” and without cavil or argument, any sum or sums as specified by you within the limit of Rs. 8,00,000/- (Rupees Eight Lakhs 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. 8,00,000/- (Rupees Eight Lakhs only).
3. The bank Guarantee will be valid for a period upto _____. (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 _____ 2016

SEALED & SIGNED BY BANK

7) **Annexure-VII: Format for Non-Disclosure Agreement.**

To be executed over Rs.250 Stamp/Franked paper & notarized: (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 Sixteen (2016)

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: CO/IT-BPR/FW/RFP/2016-17/01 dated : 7th September 2016**, 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.

Without the written consent of LIC the Respondent or any of his employees and consortium partners should not make public announcements/comments on any website/or issues any media statements about the existence of this engagement and scope. The Respondent agrees to be responsible for any breach of this Agreement by its Representatives.

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 COSPcentres) 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 Authorised 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. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator with mutual consent. 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>

Signature

Authorised Signatory

Name:

Designation:

Date :

Place:

Office Seal:

- 8) **Annexure-VIII**: *Technical Bid Format (Given separately in an Excel sheet)*
- 9) **Annexure-IX**: *Commercial Bid (indicative) Format (Given separately in an Excel sheet)*
- 10) **Annexure-X**: *Commercial Bid final after reverse auction (Given separately in an Excel sheet)*

11) **Annexure – XI: Manufacturer’s Authorisation Form (MAF)**

Tender Reference No: CO/IT-BPR/FW/RFP/2016-17/01 dated :7th September 2016.

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) who are established and reputed manufacturers of _____ (Equipments) having factories/Depot at _____ and _____ confirms that, M/s _____ (Name and address of bidder) herein after referred as “Partner” wishes to participate in the Bid or Project stated above and has entered into an agreement for the purchase and resale of _____ (OEM) Products and/or Services. The Partner is entitled and Authorised to do the following:

- a) Resell and/or distribute _____ (OEM) 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).

_____ (OEM) will, within the scope of its agreement with its Authorised channels, provide product warranty services and support for _____ (OEM) 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) certify that, the equipments being sold would not be declared End of Sale (EoS) in the next 7 Years and that _____ (OEM) shall supply suitable substitute in case EoS of equipments. Also _____ (OEM) certifies that the products being sold would be covered under Warranty / Support and support will be available for next five years from the date of installation at LIC of India.

If you need any additional information, 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) (Seal of the OEM)

12) Annexure-XII: Format for submitting the Performance Bank Guarantee (s)

Ref.No./CO/IT-BPR/FW/RFP/2016-17/01 Dated : **7thSeptember 2016**

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 Annexe, 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./CO/IT-BPR/FW/RFP/2016-17/01 Dated : **7thSeptember 2016**

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 HEREINABOVE :

- a. 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.
- 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 or show grounds or reasons for the demand of a part or the full amount of guarantee.

DATED AT _____ THIS _____ DAY OF _____

SEALED AND SIGNED BY THE BANK

Executive Director (IT/BPR)