



Request for Proposal for Supply, Implementation and Maintenance of Data Classification and Discovery Tool

RFP Ref: LIC/CO/IT-BPR/DCT/2023-24

Dated: 24.05.2023

Life Insurance Corporation of India

Central Office, Information Technology -BPR Department

Jeevan Seva Annexe 2nd Floor, S.V. Road, Santacruz (W), Mumbai – 400 054

Email: dct.bid@licindia.com

<https://licindia.in/Bottom-Links/Tenders>

<https://www.tenderwizard.com/LIC>

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1. Definitions & Abbreviations

1.1 Definitions

Accounting Year	1st April to 31st March
Agreement	Any written contract between the Life Insurance Corporation of India and the successful bidder with respect to any/all deliverables or services contemplated by this RFP. Any Agreement shall be deemed to incorporate, as schedules, this RFP, all addenda/corrigenda issued by LIC, the Bid of the successful bidder and mutually agreed modifications thereto.
Acceptance of Tender	Means the letter/fax/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.
Authorized Signatory of the bidder	The person authorized by the company's Board/Managing Director/Director through a proper authorization to represent the company for purpose of this bid submission, signing the bid documents and finalization.
Bid	The Bidder's written submissions in response to the RFP signed by its Authorized Signatory.
Bidder	A firm/company fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual capacity.
BFSI	Banking, Financial Services and Insurance companies that provide a range of such products/services
Business Day	Shall be construed as a day excluding Saturdays and Sundays of a month and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India
Clarifications	Means Addenda, corrigenda and clarifications to the RFP
Contract	An Agreement signed between LIC and the Selected vendor. The "Agreement" includes the RFP, subsequent modifications to the RFP issued by LIC, response of the selected vendor to the RFP and the agreement document itself.
Contract Value/Total cost of Operations /TCO	The grand total of the L1 quote after conclusion of Online Reverse Auction.
Date of acceptance	Date of Acceptance the system shall be deemed to have been accepted by LIC, subsequent to its commissioning, when all the activities as defined in the scope of work related to the acceptance of system have been successfully executed and completed and a certificate from LIC is obtained by the Vendor. The date of acceptance of system will be the one stated in the Certificate issued in writing from LIC and duly signed by an authorized official of LIC.
Day	Calendar Day
Default Notice	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof
Deliverables & Services	Means all services and deliverables as per the Scope of Work of this RFP
L1 Bidder	Bidder with L1 (lowest) quote after the evaluation of commercial bids
L1 quote	Lowest price discovered through the commercial evaluation



	<ol style="list-style-type: none">1. If Online Reverse Auction is held as per the conditions of the RFP - Lowest price discovered through Online Reverse Auction2. If Online Reverse Auction is not held as per the conditions of the RFP - Lowest price discovered through Commercial Bid
Law	Shall mean any Act, notification, bylaws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of any state or any other Government or regulatory authority.
LIC	Means without limitation the “Life Insurance Corporation of India “ (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Corporate Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021
“Solution” / “Services” / “Work” / “System” / “IT System”	Means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the implementation/ development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training and other obligation of the Supplier covered under this RFP.
Working Day	Shall be construed as a day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies or State Governments or Central Government of India as applicable to the concerned LIC office.
Eligibility Bid	This tender process is based on two bid procedure (Technical and Commercial). Eligibility conditions are used in this tender in lieu of empanelling process. Where the words “eligibility bid” appears the same should be read and understood as “response to eligibility conditions criteria”.
Terms of Reference	Means the section which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Bidder and expected results and deliverables of the assignment.
“Party” and “Parties” Specifications	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the ‘Parties’ and individually as a ‘Party’. Means all the functional, technical, operational, performance or other characteristics required of a Product or Service as mentioned in the RFP document or any of the annexure or clarifications to the RFP document.
Personnel	Professional and support staff deployed by the Vendor on the project to meet the requirements of this RFP and assigned to perform the services or any part thereof within the timelines mentioned herein. The details of all such personnel will have to be shared in the Personnel Deployment Plan.
Requirements	The Capability, Characteristic, Attribute or Quality of systems as per the schedules, details, description, and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable, specified and implicitly necessitated as per this RFP.
RFP	This Request for Proposal Ref: LIC/CO/IT-BPR/DCT/2023-24 Dated 24.05.2023, inclusive of any clarifications/ corrigenda/ addenda to this RFP that may be issued by LIC.
Specifications	Means all the functional, technical, operational, performance or



	other characteristics required of a Product or Service as mentioned in the RFP document or any of the annexure or clarifications to the RFP document.
Specified Personnel	Personnel deployed by the Vendor on the project to meet the requirements of the RFP and assigned to perform the services and any part thereof within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan in response to this RFP.
Successful Bidder	The Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as the L1. The L1 Bidder is to whom LIC notifies the award of contract after reverse auction. If no reverse auction, L1 bidder as per the commercial bid.
Timelines	Wherever Timelines have been defined as days, weeks, months; they will mean calendar days, calendar weeks and calendar months.
UAT	User Acceptance Testing – The software will be tested for functionality by panel of users to ensure it can handle required tasks in real-world scenarios according to the specifications.
Vendor	Selected/ Successful Bidder as an outcome of the RFP with whom LIC signs the Contract.

1.2 Abbreviations

Abbreviations	Description	Abbreviations	Description
AS (IT)	Assistant Secretary (IT), LIC	NDA	Non-Disclosure Agreement
BG	Bank Guarantee	NPM	National Project Manager
BO	Branch Office, LIC	NZ	Northern Zone
BOM	Bill of Material	OEM	Original Equipment Manufacturer
CC	Corporate Communication	OS	Operating System
CD	Compact Disk	PAN	Permanent Account Number
CGST	Central Goods & Services Tax	PBG	Performance Bank Guarantee
CO	Central Office, LIC	PC	Personal Computer
CZ	Central Zone	PO	Purchase Order
DC	Data Centre	RFP	Request for Proposal
DO	Divisional Office, LIC	RHEL	Red Hat Enterprise Linux
DR	Disaster Recovery	RM (IT)	Regional Manager (IT), ZO, LIC
ECZ	East Central Zone	SCZ	South Central Zone
ED (IT/BPR)	Executive Director (IT/BPR)	SGST	State Goods & Services Tax
EMD	Earnest Money Deposit	SI	System Integrator
EZ	Eastern Zone	SLA	Service Level Agreement
GST	Goods and Services Tax	SO	Satellite Office, LIC
INR	Indian Rupee	SPOC	Single Point of Contact
IPR	Intellectual Property Rights	SZ	Southern Zone
ISO	International Organization for Standardization	TAM	Technical Account Manager
IT	Information Technology	UAT	User Acceptance Testing
ITB	Instructions to Bidders	UI	User Interface
Manager (IT)	Manager (IT), DO, LIC	WZ	Western Zone
MS	Microsoft	ZO	Zonal Office, LIC
MSA	Master Service Agreement with Successful Bidder	ZTC	Zonal Training Centre, LIC
NCZ	North Central Zone	CA/VA/PT	Configuration Audit/Vulnerability Assessment/Penetration Testing
IRDAI	Insurance Regulatory and Development authority of India	OSD	Original software developer
		POC	Proof of Concept



Disclaimer

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.

2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.

4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

Subject to any law to the contrary and to the maximum extent permitted by law, LIC and its Directors, Officers, employees, agents disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document and any addendum/corrigendum to it or conduct ancillary to it whether or not the loss or damage arised in connection with any omission, default, lack of care or misrepresentation on the part of LIC or any of its officers, employees or agents.

All information processed by the Bidder during solution deployment and maintenance belongs to LIC. By having the responsibility to maintain the infrastructure, the bidder does not acquire implicit access right to the information or right to redistribute the information



2. Instructions to Bidders

2.1 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 Central Office at ‘Yogakshema’, Jeevan Bima Marg, Mumbai - 400021, hereby invites sealed tenders (hereinafter referred to as ‘bids’) in a two bid system ,from eligible bidders for **supply, implementation and maintenance of Data Classification and Discovery Tool to meet the requirements set out in this Request for Proposal (RFP) for a period of five years.**

Interested entities are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

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

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

The Bidder should try to submit the Bid well before the last date to avoid any inconvenience at the last moment.

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

For all dates/ events pertaining to this RFP bidders are requested to refer to section 2.4 Activity Schedule. Bids received after the stipulated time even on the due date or incomplete in any respect are liable to be rejected.

Wherever reference date is not mentioned, the date of RFP shall be taken as the reference date.

2.2 Overview of the RFP

This RFP is for Supply, Implementation, and Maintenance of Hardware ,Software of Data Classification Tool for 30000 Windows desktops users ,65000 RHEL desktop users and Data Discovery Tool for 1000 Databases for 5 years

The bidder is free to bring in expertise from the respective OEM or service partners. For all purposes LIC will deal with only the bidder irrespective of the partners to the bid. The bidder should, in the bid submission, clearly declare the partners to the bid.



LIC reserves its right to increase or decrease the quantity or add to or delete from the requirement (maximum 10%) any item on account of increase in number of users, number of offices or any change in solution implementation architecture. Such change if any will be intimated to all the bidders.

2.3 Pre-Contract Integrity Pact

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

The "Pre Contract Integrity Pact" format is given in Annexure III.

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

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

The bidders are required to execute and upload a scan of the "Integrity Pact" as specified in Annexure III on requisite non judicial stamp paper, at the time of e-submission of the Bid and submit the original to Executive Director(IT/BPR) along with original EMD Bank Guarantee within prescribed timelines.

2.4 Activity Schedule

1.	RFP Reference and Date of release of RFP	LIC/CO/IT-BPR/DCT/2023-24 dated 24.05.2023 RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool
2.	Bid Processing Fee	Non Refundable fee of Rs.10,000/- + GST (Currently 18% GST) . Total 11,800/- (Rupees Eleven Thousand Eight Hundred Only) to be paid to Life Insurance Corporation of India using NEFT ("Bid processing fee"). The detail of bank account is given in Pt 2.12 Bid Processing Fee exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy (MSEs) order 2012 issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/NSIC certificate valid as on the date of last date of bid submission as mentioned in this RFP document.
3.	Last date for sending pre-bid queries (through email) before pre-bid meeting	31st May 2023 (Wednesday)
4.	Pre-bid meeting date, time and venue	01 June 2023 (Thursday)11:30 am LIC of India, Central Office, IT Department, Jeevan Seva Annexe 3rd.Floor Meeting Room, S.V.Road, Santacruz (West), Mumbai – 400054.



5.	Last date for receiving further queries on bid	02 June 2023 (Friday)
6.	Mode of submission Address for communication	Online (www.tenderwizard.com/LIC) The Executive Director (IT/BPR), LIC of India, Central Office, IT/BPR -CAV Department, Jeevan Seva Annexe 3rd Floor, S.V.Road, Santacruz (West), Mumbai – 400054.
7.	Last date and time for submission of bids	27 June 2023 (Tuesday) 3:00 pm
8.	Eligibility and Technical bid opening date, time and venue	27 June 2023 (Tuesday) 3:30 pm Venue: LIC of India, Central Office, IT/BPR Department, Jeevan Seva Annexe 2 nd Floor, S.V.Road, Santacruz (West), Mumbai – 400054.
9.	Earnest Money Deposit (EMD)	By way of Bank Guarantee : Rs.4,00,000 (Rupees Four Lakhs) EMD exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy (MSEs) order 2012 issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/NSIC certificate valid as on the date of last date of bid submission as mentioned in this RFP document.
10.	Indicative Commercial bid opening date, time and venue	Will be intimated to the bidders qualified on the eligibility and technical criteria.
11.	Online Reverse Auction	Will be intimated to the bidders qualified on the eligibility and technical criteria.
11.	Contact details /email id	dct.bid@licindia.com Deputy Secretary (IT/BPR), Phone :022-67090377/467/402
12.	Official website (URL)	https://www.licindia.in

LIC reserves the right to extend the last date for the receipt of RFP Bids. LIC reserves the right to cancel the RFP at any time without penalty and without incurring any financial obligation to the Bidder.

Amendments/corrigendum, if any, to this RFP would be hosted on the mentioned website only.

Reverse Auction schedule will be notified on LIC website only.

2.5 General Instructions

1. The Bidder may download the RFP documents from the websites mentioned below:

- E-procurement portal (<https://www.tenderwizard.com/LIC>)
- LIC Website (<https://www.licindia.in/Bottom-Links/Tenders.aspx>)
- Central Public Procurement Portal of GOI (<http://eprocure.gov.in/cppp/>)



2. 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.
3. The RFP provides an overview of the requirements, bidding procedures and contract terms. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, bidder must form their own conclusions about the solution, keeping in view LIC's requirements. Information contained in this RFP and corrigenda, if any, should be taken as guidelines for Bidders.
4. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice.
5. 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. LIC has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the work in order to submit viable bids. However, LIC shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any corrigenda, nor of its being comprehensive or exhaustive. Nothing in this RFP or any corrigenda is intended to relieve bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any corrigenda, as applicable.
7. Failure to furnish all information required by the RFP or submission of a bid not responsive to the RFP in every aspect will be at the Bidder's risk and may result in rejection of the Bid.
8. Response to this RFP by the bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexures, clarifications, if any.
9. All the terms and conditions and the contents of the RFP along with the Annexures, clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful bidder, from time to time as an outcome of this process.
10. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of LIC. Any notification of preferred Bidder status by LIC shall not give rise to any enforceable rights to the Bidder.
11. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
12. Failure to comply with the requirements of this RFP and corrigenda, if any, may render the bid non-compliant and the bid may be rejected. Hence, bidders must:
 - a. Include all required Documents, Certificates, etc. specified.
 - b. Follow the format provided and respond to each element in the order as set out
 - c. Comply with all requirements as set out.
13. LIC reserves the right to negotiate, change, modify or alter any/ all the terms and provisions of the RFP and the contract entered pursuant to the RFP and may request for additional information, if required from the bidder. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the bidder or any other person or party. All actions taken by the bidder or any other person or party in pursuance hereof will be deemed to have been taken after considering commercial acumen and also taking into account that LIC



does not guarantee or warrant suitability hereof or success to the bidder or any other person or party.

2.6 Participation methodology

- i. No consortium or joint bid or sub-contracting is allowed.
- ii. Bidder needs to fulfill all the eligibility criteria and technical evaluation criteria in their individual capacity.
- iii. In this RFP either the authorized bidder on behalf of the Principal/OEM/OSD or Principal/OEM/OSD itself can bid but both cannot bid simultaneously for the same item/product. If participated, the bids of Principal/OEM/OSD and the authorized bidder/s are liable for rejection.
- iv. If a bidder bids on behalf of the Principal/OEM/OSD, the same bidder shall not submit a bid on behalf of another Principal/OEM/OSD in this RFP for the same item/product/service.
- v. If any product of Principal/OEM/OSD is being quoted in this RFP, the Principal/OEM/OSD cannot bid for any other Principal's/OEM's/OSD's product.

2.7 Issue of Corrigendum

- i. LIC will endeavour to provide timely response to all queries in utmost good faith. However, LIC, at its discretion, may choose not to respond to the query which is not under purview of this RFP.
- ii. At any time prior to the last date for receipt of bids, LIC may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the RFP Document by issuing corrigendum.
- iii. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on websites mentioned in RFP
LIC's website <https://www.licindia.in/Bottom-Links/Tenders.aspx>.
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. In order to allow Bidders a reasonable time to take the amendments, if any, into account in preparing their Bids, LIC, at its discretion, may extend the last date for the submission of Bids.
- vi. Any change in the timelines as decided by LIC will be posted in LIC website. No separate notification shall be issued in the press. The Bidders, in their own interest are requested to check the website regularly to know the updates.

2.8 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 along with its Annexure, clarifications, appendices, addenda, corrigenda issued.

All the terms and conditions and the contents of the RFP along with the Annexure(s), clarifications, appendices, addenda, corrigenda issued will be contractually binding and will form part of the resulting agreement and any purchase orders to be issued to the successful bidder and any resulting contracts with the vendors from time to time as an outcome of this RFP Process.

2.9 Cost of Bidding

The bidder shall be responsible for and bear all the costs incurred in connection with participation in the RFP process, preparation and submission of its bid, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by LIC to facilitate the



evaluation process. LIC will in no case be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

2.10 Relationship between LIC and the bidders

No binding relationship exists between any of the bidders and LIC till the execution of a contractual agreement.

2.11 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.

2.12 Bid Processing Fee

Eligible and interested bidders, except Micro and Small Enterprises (MSEs), shall submit the Bid Price (non-refundable) of Rs.10,000/- + GST (Currently 18% GST) . Total 11,800/- (Rupees Eleven Thousand Eight Hundred Only) to Life Insurance Corporation of India using NEFT ("Bid Processing fee"). The detail of bank account.

Name of Bank: Union Bank of India

Address : Unit 4C,Mittal Court Premise,Nariman Point Mumbai

Name of Beneficiary: Life Insurance Corporation of India ,Central Office

Bank Account Number: 510101006085031

IFSC Code: UBIN0902217

The Bidder shall upload a scanned copy of the receipt evidencing payment of the Bid processing fee to LIC at the time of e-submission of the Bid and send email to dct.bid@licindia.com on the date of remittance of Bid Processing fee with UTR transaction number, date of transaction through online/NEFT mode.

Any bid submitted without Bid Processing Fee will be summarily rejected.

2.13 Earnest Money Deposit

- a. Bidders shall submit, along with the Bid, EMD of Rs. 4,00,000/- (Rs. Four Lakhs Only) in the form of unconditional and irrevocable Bank Guarantee, payable at Mumbai, which should be executed by a Nationalized/ Scheduled LIC as per the format given in Annexure IV.
- b. A scanned copy of Bank Guarantee against EMD or scanned copy of relevant MSME/NSIC certificate should be uploaded mandatorily along with Bid submission stage (as per the Key Dates mentioned in e-Tender and Tender document) and original Bank Guarantee(B.G) should be submitted to the Executive Director, IT-BPR Department, Central office, Life Insurance Corporation of India, 3rd Floor S.V Road , Santacruz west , Mumbai - 400 021 in the sealed envelope within the time & date as mentioned in Key Dates of e-Tender, failing which the BID will not be evaluated / scrutinized
- c. EMD exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/NSIC certificate in the envelope as mentioned in this RFP document
- d. EMD should be valid for a period of 1 year from the date of RFP.



- e. Bids submitted without EMD or submitted with an EMD not conforming to above criteria, will be treated as non-responsive and will be summarily rejected by LIC.
- f. LIC will not pay any interest on the EMD for any period in any case.
- g. EMD will be returned to the issuing LIC under intimation to the selected Bidder in lieu of the performance LIC guarantee submitted by it.
- h. The EMD of those Bidders, who do not qualify in the technical evaluation or commercial evaluation, will be returned to the issuing LIC without interest after completion of RFP process.
- i. The EMD submitted by the bidder may be forfeited in full or part , as decided by LIC, if:
 - i. In the case of a successful Bidder, the bidder qualifies and backs out of the L1 quotes or, if the Bidder fails
 - To sign the Contract; or
 - To furnish unconditional and irrevocable LIC Guarantee towards the Performance Guarantee as mentioned in this RFP or
 - To furnish Non-Disclosure Agreement (NDA) as per LIC's format (Annexure XV).
 - ii. The bidder is found to be indulging in Fraudulent & Corrupt practices as mentioned in this RFP;
 - iii. The Bidder withdraws or amends its Bid during the period of Bid validity; or
 - iv. The Bidder makes any written statement or encloses any form which turns out to be False/ incorrect at any time prior to signing of Contract; or
 - v. Bidder does not respond to requests for clarification of its Proposal.
 - vi. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - vii. In the case of a successful Bidder being identified, the successful Bidder withdraws its offer or if the bidder fails to sign the Contract or to furnish LIC Guarantee towards Performance Guarantee as mentioned in this RFP.
 - viii. The soft copies of the item specifications (technical and commercial) are not submitted or not readable or only blank file is submitted.
 - ix. The technical or commercial bid format is found to be without password or with different password.
- j. In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.
- k. The EMD of the unsuccessful Bidders, as per the commercial evaluation, will be returned to Bank of the Bidder without interest after the process under this RFP is over.
- l. Bids submitted without EMD or EMD not submitted conforming to above criteria, will be treated as non-responsive and will be summarily rejected by LIC.

2.14 Pre-Bid Meeting & Clarifications

- a. LIC shall hold a pre-bid meeting with the prospective bidders as stated in Activity Schedule. The Bidders will have to ensure that all their queries are submitted in one consolidated e-mail in a single excel sheet as per the format mentioned in



Annexure XIII – Pre-Bid Queries Template, latest by the date & time mentioned in the Activity Schedule.

- b. Only 2 representatives per bidder will be allowed to attend the meetings/ events related to this RFP and the names of the attendees will have to be informed on the mail dct.bid@licindia.com two business days prior to the date of the meeting/ event. Representatives of the bidders attending the meeting/ event will have to bring their company Identity Cards for verification.
- c. 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 latest by the date & time mentioned in the Activity Schedule. 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.
- d. The queries should necessarily be submitted in the format as per Annexure XIII – Pre-Bid Queries Template to the email id dct.bid@licindia.com.
- e. LIC will endeavor to provide timely response to all queries. However, 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.
- f. 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 through clarifications.
- g. Clarifications will be notified to Bidders through website <https://www.licindia.in/Bottom-Links/Tenders.aspx> only. These clarifications (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.
- h. In order to provide prospective bidders reasonable time for taking the clarifications into account, LIC may, at any time prior to the date of bid submission, extend the date for the submission of Bids.
- i. Verbal requests for clarification will not be entertained.

2.15 Instructions for Bid Submission

The Bidders should submit their Bid along with required Bank guarantee towards the EMD, Annexures, Certificates and other required documents as stated in the Section “Eligibility and Technical Criteria” or elsewhere in the RFP, in the following manner:

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

This is an E – Tender and hence Bids must be submitted “ON LINE”.

Tender is to be submitted online through e procurement portal. All documents are to be scanned and uploaded. Please refer to Annexure XIV for Online Tendering Guidelines

Hard copy of the bids in sealed envelopes are to be submitted in the following manner within three working days of eligibility and technical bid opening:

Envelope 1 - Pre-Contract Integrity Pact

- i. The Hardcopy of the signed Pre-Contract Integrity Pact on a stamp paper of INR 500.
- ii. Bid Processing Fee receipt with UTR transaction number, date of transaction through online/NEFT mode. (of Rs.11,800)



- iii. EMD of Rs. 4,00,000/- (Rs. Four Lakhs Only) in the form of unconditional and irrevocable LIC Guarantee, payable at Mumbai, which should be executed by Nationalized/ Scheduled LIC or relevant MSME/NSIC certificate should be submitted in a sealed envelope super scribed as: “PRE-CONTRACT INTEGRITY PACT for RFP Ref: LIC/CO/IT-BPR/DCT/2023-24 Dated: 24.05.2023 RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool
SUBMITTED BY _____ (Bidder’s Name)”

Envelope 2 – Eligibility and Technical Bid –The Hardcopy of the Eligibility and Technical Bid Documents should be submitted in a sealed envelope super scribed as: “ELIGIBILITY AND TECHNICAL BID for RFP Ref: LIC/CO/IT-BPR/DCT/2023-24 Dated: 24.05.2023 RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool. SUBMITTED BY _____ (Bidder’s Name)”

Envelope 3 – Indicative Commercial Bid – The Hardcopy prepared towards the response of Indicative Commercial Bid should be submitted in a separate envelope super scribed as: “INDICATIVE COMMERCIAL BID for RFP Ref: LIC/CO/IT-BPR/ DCT/2023-24 Dated: 24.05.2023 RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool
SUBMITTED BY _____ (Bidder’s Name)”

Please Note that prices must not be indicated in the Technical Bid but should only be indicated in the Indicative Commercial Bid failing which the Bid may be rejected.

Envelope 4 All envelopes should then be put in a **single bigger envelope/ cover** which should be sealed and bear the name, address, seal of the bidder and RFP reference.

All hardcopies of the bid must be spirally bound and pages serially numbered

- b. Bids should be submitted well before the closing time. Submitting the bid online in the last few hours before the bid closing time should be avoided in the bidder’s own interest. Neither the Service Provider nor LIC will be responsible for any lapses /failure on the part of the bidder, in such cases.
- c. Submission must be made as per the provided formats/templates. Any material deviations in the formats/templates may result in the rejection of the Bid. Please note that any deviations mentioned in the bid will not be considered and evaluated by the LIC. The bid may be treated as legally void and will be rejected if Bid is not signed by the duly authorized person, Pre-contract Integrity Pact (not duly filled and not signed).
- d. The indicative prices are ONLY to be quoted in the commercial bid.
- e. The bid (all documents and Annexure submitted as a part of bid or called for by LIC) must be duly signed on each page and stamped on each page. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for unamended printed literature.
- f. The bid may be treated as legally void and may be rejected if:



- Bid is not signed by the duly authorized person or
 - Bid submitted is unsigned or partially unsigned or
 - An image of signature found pasted on pages instead of wet signature or
 - Scanned bid is submitted
 - Bids are not submitted in respective envelopes as stipulated above.
- j. By submitting a signed bid, the bidder's signatory certifies that in connection with this RFP:
- The bidder's organization or an agent of the bidder's organization has arrived at the technical offer and prices in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition,
 - The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor.
 - No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- k. 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 as per the date and time given in the activity schedule.
- l. 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.
- m. The Corporation will not be responsible for non-receipt of bids within the specified date and time due to any reason.
- n. The bid (including all documents and Annexure submitted as a part of bid or called for by LIC) must be 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 un-amended printed product literature/ technical data-sheet available in the public domain.
- o. Please note that if the envelope/file/document containing technical bid is found to contain indicative commercial bid also, then that bid will be rejected outright.
- p. Please Note that prices must not be indicated in the Technical Bid, failing which the Bid may be rejected.
- q. 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.
- r. 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.
- s. The Bidder should certify that the contents of the uploaded bid are the same as that provided by way of hard copy. In the event of a discrepancy, the uploaded copy details would prevail.
- t. The Bidders should submit their Bid along with the required documents and Certificates as stated in the Section – Eligibility Criteria or elsewhere in the RFP.
- u. 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 indicative commercial bid will lead to its rejection.
- v. The Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by



multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail.

- w. During Bid evaluation, if any deviation is observed, LIC may call for clarifications/ confirmations and may decide to accept any deviation at its discretion and the decision of LIC in this matter will be final. However, this will be done before opening of indicative commercial bids.
- x. If any compliance or clarification sought by LIC is not submitted within 5 business days of being called for, the bids are liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final and binding.
- y. During scrutiny of technical bid, if any technical specification/s of any item is/ are changed by mutual consent to meet our requirement, all the Bidders will be informed of the same and asked to submit fresh quotation for that/ those item/s if any, in a separate submission super-scribed "REVISED BID for RFP Ref: LIC/CO/IT-BPR/ DCT/2023-24 Dated: 24.05.2023 RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool

2.16 Non-Disclosure Agreement (NDA)

The selected(successful) bidder shall submit along with the Bid, a duly notarized Non-Disclosure agreement on a stamp paper of Rs.500 (Rupees five hundred only) or of an appropriate value applicable in the relevant state/ Union Territory as per the format given in Annexure XV which should be duly signed by the Authorized Signatory of the Company.

2.17 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.

2.18 Prices

- a. Prices payable to the vendor will be fixed as derived from the Final L1 quote after Online Reverse Auction (if Online Reverse Auction is not held, the lowest price discovered through Commercial Bid) and will be exclusive of GST. Prices once fixed will be valid throughout the entire contract period.
- b. Escalation of Costs: The vendor will in no circumstance be entitled to any escalation of costs or price of any material / items supplied or services tendered under the contract. The prices will not be subject to variation on any account.

2.19 Taxes and Duties

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

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

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

The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified separately. GST will be reimbursed at actual. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

**2.20 Deduction of Taxes at Source**

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

2.21 Bid Currencies

Prices for all the components shall be quoted in Indian Rupee (INR) only.

2.22 Arithmetical errors

The Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.

2.23 Documents Required for the Bid Submission**2.23.1 Eligibility and Technical Bid**

S. No.	Documents
1.	Annexure I – Covering letter
2.	Annexure II – Minimum Eligibility Criteria & Bidder's Details & supporting Documents
3.	Annexure III – Pre-Contract Integrity Pact
4.	Annexure IV – Bank Guarantee format
5.	Annexure V - Self Declaration
6.	Annexure VI A – Project Citation Details
7.	Annexure VI B – Project Experience Details
8.	Annexure VII A– Technical Specifications
8.	Annexure VII B– Technical Scoring Criteria
9.	Annexure VIII – OEM Undertaking/ Manufacturer Authorization Form
10.	Annexure IX - Bill Of Quantity
11.	Annexure X – Project Plan
12.	Annexure XII – Land Border Declaration
13.	Annexure XIII – Pre –Bid queries template
14.	Annexure XIV – Online Tendering Guidelines
15.	Annexure XV- Non-Disclosure Agreement
16 .	Annexure XVI- Bid Securing Declaration
17	Annexure XVII- Make in India Certificate
18	Annexure XVIII- Format for Self-Declaration regarding 'local supplier' for Cyber Security Products

2.23.2 Indicative Commercial Bid

S. No.	Documents
1.	Annexure XI - Indicative Commercial Bid Details

The above lists of requirements are indicative only. The bidder should refer to the bid document for all requirements that are required to be submitted along with Eligibility and Technical Bid and Indicative Commercial Bid. The Annexures and their contents



should be submitted as stated in the format only. The Bid may be rejected in case of non-adherence to any of the above instructions.

2.24 Procedure for opening of the bids

- a. Bids received before the specified closing date and time in the Activity Schedule will be opened online in the presence of bidders' representatives (maximum two representatives per bidder in each of the bid openings) who choose to attend the opening of the bids on the specified date, time and venue as given in the Activity Schedule.
- b. The date and Venue of the opening of the bids shall be as per the Activity Schedule. The Eligibility and Technical bid shall be opened by LIC in the presence of the bidders/their authorized representatives who choose to attend, as per the activity schedule.
- c. The Eligibility and Technical bid shall be opened as stated in the activity schedule and after completion of evaluation of eligibility and technical bid, the list of short-listed bidders and the date, time & venue of opening of their Indicative Commercial bids will be notified on LIC website.
- d. The Indicative Commercial bids of technically shortlisted bidders will be opened by LIC in the presence of the bidders/ their authorized representatives who choose to attend.
- e. The representatives of the bidders should carry the organization's photo identity card or a letter of authority bearing their photograph from the bidder organization to identify their credentials for attending the opening of the Indicative Commercial Bids.

2.25 Clarification sought by LIC on Bids

- a. During evaluation of bids, if any deviation is observed, LIC may call for clarifications on its bid from bidders. The request for clarification and the response shall be in writing. LIC may decide to accept any deviation at its discretion. However this will be done before opening of commercial bids.
- b. If any compliance or clarification sought by LIC is not submitted within 5 business days of being called for, the bids are liable to be rejected.
- c. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.

2.26 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.

2.27 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. In such a case, the bid may be rejected.
- d. Bid with insufficient information to permit a thorough evaluation may be rejected.



- e. LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f. Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid in the best interests of LIC.
- g. If a bid is not responsive and not fulfilling all the conditions of the RFP, it will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- h. Rejection of non-compliant bid:
 - LIC reserves the right to reject any or all bids on the basis of any deviation(s).
 - 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.

2.28 Bid Validity Period

- a. Bids shall remain valid for one year from the last date of bid submission as prescribed by LIC, in the Activity Schedule. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period.
- b. In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify its bid.

2.29 Late Bids

Bids received after the date and time specified in the Activity Schedule will not be considered and will be rejected. LIC may, at its sole discretion, change the date/ time of submission and LIC's decision in this matter will be final.

LIC will not be responsible for non receipt of Bids within the specified date and time due to any reason.

2.30 Evaluation Process

- 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) Technicalities or minor irregularities in bids may be waived during evaluation if it is in LIC's best interest. The bidder may either be given an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or the deficiency waived if it is to LIC's advantage to do so.
- d) Evaluation of the responses to the bids and subsequent selection of the successful bidder 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.

2.31 Eligibility Criteria Evaluation

The Bidder needs to comply with all the eligibility criteria mentioned below in Stage 1 of the RFP to be eligible for evaluation in Stage 2. Non-compliance to any of these criteria would result in outright rejection of the bidder's proposal. The bidder is expected to provide proof for each of the points for eligibility evaluation.

The proof provided has to be in line with the details mentioned in Annexure II – Minimum Eligibility Criteria. Any credential detail mentioned in Annexure II – Minimum Eligibility Criteria and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters/ purchase orders/ contract



copies should be appropriately bound, labeled and segregated in the respective areas. The Bidder needs to provide the minimum number of credentials mentioned in Annexure VI A, but there is no restriction on the number of credentials a Bidder can provide. The bidder has to provide Project Experience details for Projects referred to in Annexure VI A in the format given in Annexure VI B.

The decision of LIC would be final and binding on all the Bidders to this RFP. LIC may accept or reject an offer without assigning any reason what so ever.

Evaluation Process will consist of following stages:

- a. Stage 1 – Eligibility Criteria and Technical Bid Evaluation and score minimum 70 percent marks in each in both Functional and Technical requirements and Technical capability criteria**
- b. Stage 2 – Commercial Evaluation**

2.31.1 Stage 1 – Eligibility Criteria and Technical Bid Evaluation

The evaluation will be based on:

- a. Ability to meet Minimum Eligibility Criteria Evaluation and provide the requisite proofs, wherever required as per Annexure II
- b. Ability to meet detailed Functional and Technical Requirements and score minimum 70% marks as per Annexure VII A
- c. Score a minimum 70 percent marks in the Technical Capability Criteria as per Annexure VII B
- d. Implementation capabilities
- e. Support capabilities
- f. **Technical Presentation and Proof of Concept**
- i. LIC may require at its discretion the Bidders to make presentations and walkthrough demonstration of solution functionalities regarding technical specifications of the proposed solution and provide a Proof of Concept (POC) which will be a part of bid submission. This process will also enable LIC to clarify issues that may be identified from the Bidders' response to the RFP.
- ii. LIC may schedule the presentations and POC and intimate the bidders of the time and location.
- iii. Failure of a bidder to complete a scheduled presentation or POC may result in the rejection of that Bidder's proposal.

Technical Negotiations

- a. Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Bidder.
- b. LIC shall prepare minutes of negotiations which will be signed by LIC and the Bidder.
- c. LIC may go for normalization after consultation with all the bidders and accordingly they may have to resubmit BOM/ BOQ if required.

2.31.2 Stage 2 – Indicative Commercial Evaluation

- a. The indicative commercial bid submitted by the Bidder will be evaluated only if they qualify the eligibility and technical criteria.
- b. The indicative commercial bid has to be in the format as provided in Annexure XI- Indicative Commercial Bid Details. The indicative commercial Bid details will need to be provided for all requirements of LIC to arrive at TCO (Total Cost of ownership) of the solution.
- c. The Commercial bids (indicative price)of technically short listed bidders will be opened by the TOC in the presence of bidders/ their Authorized representatives who choose to attend. Thereafter, these bidders need to participate in online reverse auction for which web-based e-tender platform will be made available by LIC.



d. NPV Rule : While evaluating the tenders covering a longer period (i.e. more than one year), the quoted prices pertaining to maintenance in future years are to be discounted to the net present value (NPV) as appropriate for comparing the tenders on equitable basis.

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

Discounting rate to be used: 10%

Standard software for example 'Excel' can be used for the NPV computation. An indicative template is also

provided purely for facilitating the bidder. Bidders must ensure the accuracy of the computation at their end for the calculations. The template provided is a facilitator only for the computation and the bidder is responsible for the computation as per the guidelines.

$r = 10\%$ i.e.

e. 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.

f. The total Bid Price for this clause will be all inclusive bid prices at Net Present Value (NPV) exclusive of all applicable taxes such as GST.

g. No price variation/adjustment or any other escalation will be entertained after the closing of Bids.

2.32 Normalization of Bids

1. LIC may, at its sole discretion, decide to seek more information from the Bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise is resorted to.
2. Normalization will be done to the extent possible and feasible to ensure that Bidders are meeting the requirements of the RFP to the extent possible and that the interest of LIC is protected. LIC reserves the right to normalize any or all of the technical bids. If such normalization has a bearing on the price, LIC may at its discretion ask the bidders eligible for technical evaluation to submit the technical and Indicative Commercial bids once again for scrutiny. LIC can repeat this normalization process at every stage of Technical submission or before the Commercial evaluation till LIC is satisfied.
3. The submissions can be requested by LIC in the following two manners:
 - a. Incremental technical bid and/ or incremental price submissions in part of the requested clarifications by LIC (or)
 - b. Revised technical and/ or price submissions of the part or whole bid
4. The process of normalization may be iterative till such time LIC is satisfied with the response of the bidders.
5. Post the normalization process in case any Bidder has not quoted for any of the components, the response would be deemed to conclude that the unquoted components required for meeting the functional and technical requirements including the service levels specified in this RFP have been included in the total cost in the Annexure XI – the Indicative Commercial Bid.



6. The Bidder by participating in this tender agrees to the normalization process being followed and adopted by LIC and has no reservation on the process adopted. In the event the Bidder has any query on the normalization process the same may be raised by the Bidder as part of the pre-bid queries.
7. This clause is applicable for only those items where the Bidder has quoted inadequately in terms of quantity or description or sizing, in such cases the bidder will provide the additional quantities at the same rates quoted in the price bid.
8. This clause is not applicable for items where the Bidder has missed out quantities or scope items, in such cases the bidder will have to make good such items or scope at no additional cost to LIC.
9. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to LIC during this process.
10. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

2.33 Reverse Auction

After the opening of the Indicative Commercial Bids of the qualified bidders, Online Reverse Auction will be held.

- a. The Indicative Commercial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives .
- b. Thereafter, The technically qualified bidders subject to provisions of Price Variation Factor and H1 Elimination clause(refer point (e) above), will be required to participate in online reverse auction for which web-based e-tender platform will be made available by LIC.
- c. The date, time, platform and process of online reverse auction will be communicated to the bidders by LIC.
- d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e. Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder.
- f. During reverse auction, the participating vendors shall input only the total cost that they have to offer. This amount shall be arrived at by the bidder themselves offline by using formula mentioned in point (d) above
- g. The bidder with lowest commercial bid at the close of online reverse auction will be declared as L1 bidder.
- h. 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 five business days (excluding Saturdays, Sundays and Holidays under Negotiable Instruments(NI) Act, as applicable in Maharashtra), failing which LIC reserves the right to reject the bid.
- i. The commercial figure quoted will be an all-inclusive figure – inclusive of out of pocket expenses, traveling, boarding, lodging, all taxes, duties, license fees, road permits and transit insurance etc., except GST. No such expenses will be reimbursed separately.
- j. Any conditional bid may be rejected.
- k. The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency notified by Controller of Certifying Authorities (CCA) as per Information Technology Act, 2000 as amended from time to time.
- l. Bidders will not be required to pay any amount for participating in online reverse auctions related to this RFP, except for digital certificates needed by the bidder.
- m. LIC will determine the Start Price and other parameters for the Reverse Auction



- (i) on its own and/ or
 - (ii) by evaluating the price band information available in the Indicative Commercial bids of the qualified bidders
 - (iii) based on the lowest quote received in the indicative commercial bids.
- n. In case, only one bidder is technically qualified, no reverse auction will take place. However, LIC reserves the right to negotiate the price with the lone bidder. The price once finalized through online reverse auction or negotiation will be termed as “approved price.”
- o. Based on the Total Cost of Ownership (TCO) declared by the Bidders during the Reverse Auction, the Bidders will be categorized as L1, L2, L3 etc. (In the ascending order, i.e. L1 being the Bidder with the lowest TCO, followed by L2 with the next lowest score and so on.)
- p. The bidder with the L1 Quote, post the Online Reverse Auction and Commercial evaluation will be declared L1 Bidder.
- q. The bidders are expected to broadly maintain the proportion of prices for various line items of Bill of Material/ Indicative Commercial Bid, 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.
- r. The final outcome of the bidding process will be published on LIC website.
- s. The bid price shall be in Indian Rupees.
- t. Errors & Rectification: Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- u. The selected bidder will be informed about the selection and the result will be notified on LIC website and the bidders are advised to visit the above website for any information in reference to this RFP.

2.34 Notification Criteria

LIC will award contract to the Successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose bid has been determined to be responsive, and is the lowest price bid at the end of online reverse auction subject to Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPPMII Order and revision thereto vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPPMII Order and revision thereto vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 will be applicable for this RFP and allotment will be done in terms of said Order as under:

- (a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is ‘Class-I local supplier’, the contract will be awarded to L1.
- (b) If L1 is not from a ‘Class-I local supplier’, the lowest bidder among the ‘Class-I local supplier’ will be invited to match the L1 price subject to Class-I local supplier’s quoted price falling within the margin of purchase preference, and the contract shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price.



(c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.

In case the L1 bidder fails to fulfill any of the obligations under the RFP within the timelines defined, LIC reserves the right to cancel his selection and declare the L2 bidder (bidder with the second lowest commercial bid after Online Reverse Auction) as successful bidder provided this bidder agrees to match the commercial bid of the L1 bidder.

2.35 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

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

2.36 Notification of Award

After Online Reverse Auction, LIC will notify the successful bidder in writing, through a letter of Notification Award that its proposal has been accepted and send the Bidder the Contract Form incorporating all terms and conditions between the two parties. The Bidder, in turn, has to confirm the acceptance for the Offer made by LIC through mail or registered letter. LIC's decision in this matter will be final and binding.

2.37 Performance Bank Guarantee (PBG)

- a. After finalization of the RFP process, the selected bidder should submit an unconditional and irrevocable performance Bank guarantee (from a scheduled/nationalized LIC) within 15 days of being intimated by LIC, for an amount equal to 3% of the total project cost(TCO).
- b. In case the selected bidder fails to submit performance guarantee within the time stipulated, LIC at its discretion may cancel the notification placed on the selected bidder without giving any notice.
- c. The PBG should be valid for the entire contract period from the date of its submission to LIC.
- d. In case of extension of the contract by LIC, the vendor should submit fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity period of the tender. This should happen within one month prior to the expiry of the earlier PBG, unless otherwise intimated by LIC.
- e. Format for submitting Bank Guarantee is attached herewith as Annexure IV and should be executed by a Nationalized/ Scheduled LIC acceptable to LIC and having Branches in Mumbai.
- f. The PBG will not carry any interest.
- g. The PBG may be required to be submitted in multiple numbers, if required by LIC.
- h. The PBG may be invoked for entire amount if the vendor backs-out of his obligations as per this tender or if the fresh PBG is not received by LIC one month prior to the expiry of the earlier PBG; apart from other actions that may be decided by LIC.



- i. The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract:
 - i. The bidder fails to honour expected deliverables or part as per this RFP after issuance of PO.
 - ii. Any legal action is taken against the bidder restricting its operations.
 - iii. Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder.
 - iv. LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- j. The performance guarantee will be discharged by LIC and returned to the issuing Bank with intimation to the Vendor not later than 60 days following the date of completion of the Vendor's performance obligations including any warranty obligations under the contract.
- k. In the event of any contract amendment, the Vendor shall, within seven days of agreeing to such amendment, furnish the amended performance guarantee, valid for the duration of the Contract as amended, including warranty obligations.

2.38 Contracting

The notified Bidder who submits the Performance Bank Guarantee as above will enter into the contract for the execution of this project with LIC. The contract will incorporate all clauses of the RFP, all clarifications and the response, of the successful bidder, to the RFP.

The selected bidder (vendor) has to sign a contract with LIC as per the terms and conditions of the RFP on a Rs.500/- non-judicial stamp-paper. This initial contract will be called as the Master Service Agreement (MSA) which will act as the comprehensive contract document between LIC and vendor for all purpose /conditions related to the RFP. The MSA will be the permanent reference & the contract document (with subsequent modifications, if any). The modifications to the MSA will be mutually agreed and will be accommodated in the form of addendum/schedules to the MSA since procedural aspects, services etc. will be continuously evolving.

On behalf of LIC, MSA will be signed by the Officials of Central Office, IT/BPR dept. Mumbai. No other contract will be required to be signed by any of other LIC-offices

These provisions may include such things as the normal day-to-day relationships with the Bidder, but may not substantially alter the requirements of this RFP. Further, the successful Vendor is to be aware that all material submitted in response to this RFP, as well as the RFP itself, will form a part of the final contract. The selected Vendor(s) will sign a contract with LIC to provide the items named in their responses, at the prices listed. The Contract will be subject to review throughout its term. LIC will consider cancellation of contract upon discovery that the selected Vendor is in violation of any portion of the Contract, including an inability by the Vendor to provide the products, support and/or service promised in their response.

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

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



2.39 Order

Methodology for placing orders for implementation/ maintenance of the Solution:

- (a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- (b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- (c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.

In case where and the L1 bidder fails to fulfill any of the obligations under the RFP within the timelines defined, LIC reserves the right to cancel his selection and declare the L2 bidder (bidder with the second lowest commercial bid after Online Reverse Auction) as successful bidder provided this bidder agrees to match the commercial bid of the L1 bidder.

In the event that there are no local suppliers under '**Public Procurement (Preference to Make in India), Order 2017 (PPPMII Order and revision thereto** ,participating in the bidding then

- a. LIC will identify L1, L2, L3... bidders on the basis of commercial bids after online reverse auction quoted by them; the lowest commercial bid being the L1 bid, and so on.
- b. LIC will issue purchase order to the L1 bidder.
- c. In case the L1 bidder expresses his inability or fails in POC or fails to deliver and implement/ maintain the entire solution within the stipulated timeline, LIC may decide to provide opportunity to the L2 bidder for the same, provided L2 bidder agrees to match the price quoted by L1 bidder.
- d. In case L2 bidder refuses to accept this offer within the timeframe provided by LIC, then same opportunity will be provided to L3 bidders to match the price quoted by L1 bidder and deliver and implement the entire solution.

2.40 Contacting LIC

No Bidder shall contact, through any means of communications, with LIC or its employees on any matter relating to this bid, from the date of floating of RFP to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of LIC or has some queries related to the bid, it should do so through the designated email-ID given in the Activity Schedule. Any effort by a Bidder to influence LIC in its decisions on bid evaluation, bid comparison or contract award shall result in rejection of the Bidder's bid.

2.41 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/ may not 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. The decision of LIC will be final in this matter.

2.42 Disqualifications

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

- a. Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements;
- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c. Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- d. Failed to provide clarifications related thereto, when sought;
- e. Submitted more than one Proposal;
- f. Been declared ineligible by the Government of India/ State/ UT Government/ PSUs for corrupt and fraudulent practices or blacklisted.
- g. Submitted a Proposal with price adjustment/ variation provision.
- h. Exhibited a record of poor performance in the service delivery.

2.43 Fraud and Corrupt Practices

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

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

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

- a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting,



directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of LIC who is or has been associated in any manner, directly or indirectly with the Selection Process or the Letter of Notification of Award or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of LIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Notification of Award or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical bidder/ adviser of LIC in relation to any matter concerning the Project;

- b. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. “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;
- d. “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
- e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.44 Consortiums or sub-contractor

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

2.45 Conflict of Interest

2.45.1 Warranty that there is no conflict of interest

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

- a. Bidder shall not have a conflict of interest that may affect the evaluation process. Any bidder found to have a conflict of Interest shall be disqualified. In the event of disqualification, bidder shall forfeit and LIC shall appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to LIC for, inter alia, the time, cost and effort of LIC including consideration of such bidder’s Proposal, without prejudice to any other right or remedy that may be available to LIC hereunder or otherwise.
- b. LIC requires that the Bidder provides professional, objective, and impartial advice and at all times hold LIC’s interests’ paramount, avoid conflict with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in



conflict with its prior or current obligations to LIC, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC.

- c. Without limiting the generality of the above, bidder shall be deemed to have a conflict of Interest affecting the evaluation process, if:
- i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate;
 - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to LIC for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.

2.45.2 Notification of a conflict of interest

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

2.46 Purchase Preference

Purchase Preference to Micro and Small Enterprises (MSEs), Startups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP bid and Contract.

Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

2.46.1 Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines

MSEs should provide proof of their being registered as MSE for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:

- i. District Industries Centres or
- ii. Khadi Village Industries Commission or
- iii. Khadi & Village Industries Board or
- iv. Coir Board or National Small Industries Corporation or
- v. Directorate of Handicrafts & Handloom or



- vi. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- vii. Udyam Registration Certificate

MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.

Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with LIC of India

The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2.46.2 Startup:

Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.

As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.

Further, the Startups are also exempted from submission of EMDs.

For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with LIC of India

2.46.3 Procurement through Local Suppliers (Make in India):

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 has notified revised guidelines to be followed to promote manufacturing and



production of goods and services in India under “Make in India” initiative.

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I Local Supplier” means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.

Class -II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class -II Local supplier’ but less than that prescribed for ‘Class -I Local supplier’ under this order.

‘Non-Local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for ‘Class-II Local Supplier’ under this order.

The ‘local content’ requirement to categorize a supplier as ‘Class I Local Supplier’ is minimum 50%. For ‘Class-II Local supplier’ the ‘local content’ requirement is minimum 20%.

The margin of Purchase preference shall be 20%.

Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.

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

In cases of procurement for a value in excess of Rs.10 Crores, the ‘Class-I Local supplier’/‘Class -II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.



2.46.4 Ministry of Electronics and Information Technology (MeitY):

In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has issued revised Public Procurement Preference to Make in India) Order 2019 for cyber security products vide reference File No.1(10)/2017-CLES dated 06/12/2019. **The bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid. (Annexure XVII and XVIII)**

[Public Procurement \(Preference to Make in India\) Order 2019 for Cyber Security Products | Ministry of Electronics and Information Technology, Government of India \(meity.gov.in\)](#)

LIC of India shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.



3. Eligibility Criteria

Bidder's Eligibility Criteria and Submission Requirements and Format

- a. Bidders meeting the following criteria are only eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.
- b. Bidder must make the payment towards the Bid Processing Fee and the EMD as eligibility submission unless exempted.
- c. Non-compliance to any of the eligibility bid requirements will result in the rejection of the Bid.
- d. Please provide your compliance, below each mentioned item and also reference to the Page Number of submissions for the supporting documents and references.
- e. The response to the Eligibility Criteria (EC) should contain detailed responses to all the conditions mentioned in below.
- f. Bidder to satisfy all the criteria in his individual capacity unless mentioned otherwise.

Sl No	Criteria	Documents to be submitted
1	The bidder should be a registered entity in India (or) a company/statutory body owned by Central/State Govt.	Copy of Certificate of Incorporation issued by Registrar of Companies, with full address of the Registered Office of the entity
2	The bidder should be registered for Goods and Services Tax.	Copy of GSTIN Certificate
3	The bidder should have valid PAN.	Copy of PAN Card
4	The bidder should have a dedicated security practice in operation for over 5 years.	Declaration by the bidder.
5	The bidder should have registered an annual revenue of at least Rs.100 crores in each of the three accounting years preceding the date of release of this RFP.	Certificate in original from the Company CFO/ CS/ CA showing Annual turnover and Profit before tax for last three financial years along with copies of Audited Financial reports/statements
6	The bidder should have made profit before tax in the last 3 financial years	
7	The bidder should have supplied, installed, and implemented minimum of 1000 Data Classification and 100 Data Discovery Tool successfully running in any BFSI organization in India, in the last three financial years.	Documentary Proof to be submitted as per Annexure VI A. Date of contract/ PO/ date of Go-Live should be within last three financial years.
8	The bidder (including its OEM, if any) should be Class-I local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020. This condition is for bidders/OEM who are bidding under Public Procurement (Preference) to Make in India	Certificate of local content to be submitted as per Annexure-XVII and Annexure-XVIII



9	The bidder should have at least 3 resources certified for security certifications such as CISA / CISM / CISSP / CEH.	Certificate from bidder.
10	The bidder should have either of the following valid certificates: /ISO 27001/ISO 9001/ CMMi Level 3 (or higher)	Latest valid certificates.
11	The bidder should not have been black listed by Government of India / LICs / PSU / BFSI / Govt. Organizations in India during last three years.	Self-declaration / Undertaking by the bidder on their letter head
12	The bidder should not have been barred from participating in bids by LIC for breach of ethical conduct or fraudulent practices as on the date of release of this RFP..	Self-declaration / Undertaking by the bidder on their letter head
13	The proposed OEM product should have been supplied and successfully implemented in minimum three organizations for minimum 3000 users in each organization in the last 5 financial years.	Documentary Proof to be submitted as per Annexure VI A signed by OEM and countersigned by the bidder. Date of contract/ PO/ date of Go-Live should be within last three financial years.
14	Land Border (Restriction on Procurement due to National Security) applicable to bidder/OEM	Declaration as per Annexure XII
15	The bidder should have back to back support and be authorized Gold/Silver/High level partner with OEM for minimum 1 year OEM should have a support centre in India and should provide full support(back to back support) in implementation of the project and during the project period. The bidder should have mechanism of providing support to deployed hardware through own resources or through appointed service partners.	A letter of authorization (MAF) and back to back support to this effect from OEM(s) to be submitted in Annexure –VIII.

Note: Please submit the responses to eligibility criteria point wise with documentary evidence against each criterion.

Board resolution in the name of Authorized Signatory or duly executed Power of Attorney by the Company's Board/ Managing Director/ person empowered by the Company's Board should be submitted.



4. Terms and Conditions

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

4.1 Contract Period

Unless terminated in accordance with the terms and conditions of this RFP, the duration of the Contract Period will be 5 years from date of signing of contract between LIC and the selected Bidder. The contract period may be extended for a period agreed upon mutual terms between LIC and the vendor but not extending beyond a period of three years.

4.2 Services Location

The bidder has to implement the solution at Mumbai or such locations as may be required by LIC.

4.3 General obligations of the parties

The Selected vendor will, at all times:

- a. Act reasonably in performing its obligations;
- b. Diligently perform its respective obligations; and
- c. Work together with LIC in a collaborative manner.

4.3.1 Obligations of the selected vendor

- a. The Vendor will supply the Services:
 - i. With due skill and care and to the best of the Vendor's knowledge and experience;
 - ii. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, leading practice and guidelines;
 - iii. Using the Specified Personnel;
 - iv. In accordance with all applicable Laws;
 - v. In accordance with any reasonable directions, in relation to the Services to be provided by the Vendor, given by LIC from time to time;
 - vi. So as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay;
- b. The Vendor will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- c. The Vendor will be obliged to work closely with LIC's staff, act within its own authority and abide by directives issued by LIC and undertake implementation activities.
- d. The Vendor will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated.

4.3.2 Warranties

The Vendor will have to represent and warrant that:

- a. It has the right to enter into the Contract resulting from this RFP;
- b. It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
- c. Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- d. The Services will be complete, accurate and free from material faults; and



- e. It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into LIC's systems or any Deliverables any Harmful Code.

4.3.3 Access to LIC's premises

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

4.3.4 Conduct at LIC's premises

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

4.3.5 Subcontracting

The Vendor will not be allowed to subcontract any portions of the scope of this RFP to any other party.

4.3.6 Assignments

The vendor will not be allowed to assign, in whole or in parts, its obligations under the Contract, to any other entity.

4.4 Documentation

4.4.1 Provision of Documentation

The Vendor will provide LIC the comprehensive and complete documentation of and as specified in the Scope of Work in the format and at the times specified in the Scope of Work.

4.4.2 Documentation requirements

The documentation must at the time of delivery:

- a. Be correct and accurate;
- b. Adequately explain key terms and symbols ;and
- c. Be in English.

4.5 Varying the Services

4.5.1 Variations proposed by LIC

LIC reserves the right to initiate any change in the scope of contract. Vendors must factor in a maximum of 10% scope changes within the services cost to be quoted in the commercial bid. Any change in the scope beyond this 10% will be informed to the vendor in writing. If LIC wants to vary the Services:

- a. LIC will request the Vendor in writing setting out the proposed variations;
- b. within 15 days after receiving LIC's request or within another period mutually agreed, the Vendor must respond in writing to LIC specifying what impact those variations will have on:
 - i. the Service Charges; the Services or Deliverables, including any particular Deliverable;
 - ii. the Vendor's ability to perform its obligations under current Contract (including its ability to meet Milestones) and with respect to the change of scope proposed;
- c. Within 15 days after receiving the Vendor's response, or within another period mutually agreed, LIC will give the Vendor a written notice accepting or rejecting the response.
- d. The contract may be varied only in writing signed by each party.

4.5.2 Effective date of variation

Any variation in the services will take effect from the date on which the parties



execute a Change Order. In such a case, the Contract will be amended to give effect to the Change Order.

4.5.3 Change Order

- a. If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the vendor for adjustment under this clause will be asserted within fifteen (15) days from the date of the vendor's receipt of LIC's change order.
- b. It should be understood that payment under this clause will be made only if Change orders are exercised, approved and delivered.

4.5.4 Change Requests

The following would constitute a Change request:

- a. Any work which has not been specifically mentioned in the scope of work of the RFP, the annexures and the pre-bid queries.
- b. Any changes in the deliverables post approval by LIC.

In such a case, the additional effort estimated by the vendor and its costs would be discussed and finalized in discussions with the vendor. The basis of this cost would be as quoted by the vendor in the Annexure XI -Indicative Commercial Bid.

It should be understood that payment under this clause will be made only if Change requests are exercised, approved and delivered.

4.5.5 Contract Amendments

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both LIC and the vendors.

Any changes in law, taxes and policies shall be governed through the provision of this RFP.

4.6 Co-operation with Personnel and entities interacting with LIC

The Vendor, will, in the performance of the Services:

- a. Fully co-operate with LIC's Personnel and any other entity interacting with LIC; and
- b. Use its best efforts to coordinate its activities so as to support and facilitate, in LIC's best interests, the timely and efficient completion of all work and other activities to be performed for LIC by any person.

4.7 Change in Constitution

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

4.8 Monitoring progress

4.8.1 Progress meetings

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

4.8.2 Reporting

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

4.9 Performance assessment

4.9.1 Assessment of Services

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



Performance Criteria.

4.9.2 Notice of non-compliant Services

- a. If LIC considers that all or part of the Services does not meet the specifications, LIC will notify the Vendor within 7 Business Days of assessing the Services against the specifications
- b. LIC will include reasons for the Services not meeting the specifications in the notice given under clause 'a' above.

4.9.3 Rectification of non-compliant Services

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

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

4.10 Intellectual Property Rights

4.10.1 Third Party Material

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

4.10.2 LIC ownership of Intellectual Property Rights in Contract Material

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

4.10.3 Responsibility of the successful bidder

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

4.10.4 Liability of the successful bidder

The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project.

The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.



4.10.5 IPR Warranty

The Vendor will warrant that:

- a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- b. It has the necessary rights to vest the Intellectual Property Rights and grant Licenses as provided in this clause 4.10.
- c. Rights in vendors pre-existing IPR
- d. There shall be no assignment or transfer of any Vendor's pre-existing IPRs (including any amendments, modifications or enhancements thereto) pursuant to this Agreement

4.10.6 Remedy for breach of warranty

If a third party lays a claim for any partial or full ownership of any software or its components supplied by the vendor, which jeopardize, disrupt or endanger LIC's right of uninterrupted use of the software, the vendor shall, at no cost whatsoever to LIC, (i) regularize License so that LIC may continue to use the software in accordance with the terms set out in the RFP and any subsequent Agreement, or (ii) modify the software without affecting the performance or functional aspects of the software in any manner, to avoid the infringement claim, or (iii) replace the software with an alternate, non-controversial and non-infringing product, without compromising the quality and functionality of the software to be replaced.

The Vendor will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Vendor's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC.

LIC shall not be held liable for and would be absolved of any responsibility or claim/ litigation arising out of the use of any third party software or its components or modules supplied by the bidder in terms of requirements of this RFP.

4.10.7 Patent Rights and other litigation costs

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

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



4.11 Moral Rights

4.11.1 Obtaining consents

To the extent permitted by applicable Laws and for the benefit of LIC, the Vendor will use its best endeavors to ensure that each of the Personnel used by the Vendor in the production or creation of the Contract Material gives, genuine consent in writing, in a form acceptable to LIC, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

4.11.2 Specified Acts

In this clause, Specified Acts means:

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

4.12 Indemnity

- a. Subject to Clause 4.12 (b) below, Vendor will undertake to indemnify LIC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including LIC) attributable to the Vendor's negligence or willful default in performance or non-performance under the contract. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, trade secret or Indian patents of any third party, Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:

- i. LIC's misuse or modification of the service;
- ii. LIC's failure to use corrections or enhancements made available by the Vendor;
- iii. LIC's use of the Service in combination with any product or information not owned or developed by Vendor; or
- iv. Information, direction, specification or materials provided by LIC or any third party contracted to it

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

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

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

- b. The indemnities set out in Clause 4.12 (a) shall be subject to the following conditions:
 - i. LIC as promptly as practicable informs the Vendor in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - ii. LIC will, at the cost of the Vendor, give the Vendor all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise,



- in such defence;
- iii. If the Vendor does not assume full control over the defence of a claim as provided in this Article, the Vendor may participate in such defence at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the vendor;
 - iv. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Vendor;
 - v. All settlements of claims subject to indemnification under this Clause will:
 - Be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - vi. LIC will account to the Vendor for all awards, settlements, damages and costs (if any) finally awarded in favour of LIC which are to be paid to it in connection with any such claim or proceedings;
 - vii. LIC will take steps that the Vendor may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
 - viii. in the event that the Vendor is obligated to indemnify LIC pursuant to this clause, the Vendor will, upon payment of such Indemnity in full, be subrogated to all rights and defences of LIC with respect to the claims to which such indemnification relates; and
 - ix. if a Party makes a claim under the indemnity set out under Clause 4.11 (a) above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

4.13 Liability

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

4.14 Confidentiality and privacy

4.14.1 Confidential Information not to be disclosed:

- a. Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding firms or their representatives or to any other person not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its proposal.
- b. The vendor including but not limited to its personnel, agents and associates, is bound by the conditions of the Non-Disclosure Agreement submitted by the



- vendor in response to the RFP as per Annexure XV - NDA.
- c. During the execution of the project, the vendor will have access to confidential information of LIC such as servers, applications, network design, architecture etc. The vendor shall use the same degree of care to maintain the confidentiality of the information as if the information is its own and shall not disclose information at any point of time to any other person/third party the information so received. The vendor will:
 - d. Use the information only for serving LIC's interest and restrict disclosure of information solely to their employees on a need to know basis in order to accomplish the purpose stated in this RFP,
 - e. 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 honour these obligations.
 - f. The vendor will treat as confidential all data and information about LIC, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of LIC.
 - g. Violation of NDA will lead to forfeiture of performance Bank guarantee and will additionally lead to legal action and blacklisting.

4.14.2 Exceptions to obligations

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

- a. is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract;
- b. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
- c. is disclosed by LIC;
- d. is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/ Assembly;
- e. is authorized or required by law to be disclosed; or
- f. is in the public domain otherwise than due to a breach of this clause .
- g. is lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential
- h. is independently developed by the Recipient without use or reference to such Confidential Information

4.14.3 Obligations on disclosure

Where a party discloses Confidential Information to another person:

- a. Pursuant to clauses a) and b) of 4.14.2 above, the disclosing party must: notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or
- b. Pursuant to clauses c) and d) of 4.14.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

4.14.4 Additional confidential information

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



4.14.5 Period of confidentiality

The obligations under this clause 4.14 will continue, notwithstanding the expiry or termination of the contract for:

- a. Any item of information, for the contract period and one year thereafter; and
- b. Any information which the parties agree in writing after the date of the contract is to constitute Confidential Information for the purposes of the contract, for the period agreed by the parties in writing in respect of that information.

4.15 Protection of personal information

4.15.1 Application of the clause

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

4.15.2 Obligations

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

4.16 Conflict of interest

4.16.1 Warranty that there is no conflict of interest

The Vendor will warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the contract no conflict of interest exists nor is likely to arise in the performance of its obligations under the contract.

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

4.16.2 Notification of a conflict of interest

The Vendor shall make a disclosure to LIC within 7 (seven) days from the date on which any potential conflict comes to their notice and any breach of this obligation of disclosure shall be construed as Conflict of Interest. LIC shall, upon being notified by the Vendor under this Clause, decide whether it wishes to terminate this Services or otherwise, and convey its decision to the Vendor within a period not exceeding 15 (fifteen) days.

4.16.3 Ambiguities within the Document

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

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



- b) as between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- c) as between the provisions of this RFP and its Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures; and
- d) As between any value written in numerals and that in words, the value in words shall prevail.

4.17 Roles and responsibilities

The following presents the roles and responsibilities along with the deliverables of LIC and the successful bidder during the envisaged phases comprising conceptualization, development, implementation/ support and exit phase.

Role of LIC

- LIC shall provide Data centre space with adequate space, air conditioning, lighting, and electricity.
- LIC shall provide sitting place for such number of persons as agreed jointly with the bidder during the project implementation stage. However, bidder is required to ensure proper laptops with software tools and other requirements for their team members.
- LIC shall deploy project co-ordinator, to ensure:
 - Availability of review of the existing applications.
 - Review completeness of SRS, Design, Configurations, manuals, documents, suggest changes to make it more complete and user friendly.
 - Conduct review meetings, on daily schedule to ensure project progress according to the targeted mile stones.
 - Review of the security measures and documents.
 - Review delivery & installation of all supplied hardware & software.
 - Do end user testing (UAT), to see that all requirements are being correctly met.

Role of bidder

- To provide the Solutions as per requirement of this RFP.
The bidder should ensure that all Licenses, peripherals, accessories, sub-components required for the functionality and completeness of the solution, including but not limited to devices, equipment, accessories, patch cords (copper/ fibre), cables, software, licenses, tools, etc. should also be provisioned according to the requirement of the solution. If the bidder has not provisioned some components, sub-components, assemblies, sub-assemblies as part of bill of material in the bid, the bidder will have to provide the same to meet the solution requirements at no additional cost and time implications to LIC.
- After award of contract, the bidder needs to deploy onsite project and development team with required resources and tools for deploying the Solutions.
- To do the system study to prepare the SRS.
- To integrate the Solutions with LIC applications.
- To deliver and install the software as per RFP.
- To deploy the solutions, and get the User Application Testing (UAT) done, along with LIC.
- To provide onsite software maintenance, enhancements and modifications.
- To conduct training and knowledge transfer.



4.18 Security

4.18.1 Compliance with LIC requirements

The Vendor will ensure that its Personnel comply with:

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

4.18.2 Security clearance

- a. LIC may, from time to time, notify the Vendor of the level of security or access clearance applicable to the Vendor's Personnel, and the date from which, or the period during which, that clearance will be effective and the Vendor must comply with and ensure its Personnel act in accordance with that notice.
- b. Bidder will be responsible for all costs associated with obtaining security clearances.

4.18.3 Removal of LIC Data

The Vendor will not, and will ensure that its Personnel do not:

- a. Remove LIC Data or allow LIC Data to be removed from LIC's premises;
or
- b. Take LIC Data or allow LIC Data to be taken outside LIC's premises.

4.19 Books and records

4.19.1 Vendor to keep books and records

The Vendor will:

- a. Keep adequate books and records, in accordance with Indian Accounting Standards, in sufficient detail, to enable the amounts payable by LIC under the contract to be determined;
- b. Also maintain and retain books and records as mandated by any other law and the same would be made available to LIC

4.19.2 Costs

The Vendor will bear the costs of complying with the clause 4.19.

4.20 Force Majeure or Unforeseen events

4.20.1 Occurrence of unforeseen event

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

4.20.2 Notice of unforeseen event

When the circumstances described as per 4.20.1 above arise or are reasonably perceived by the affected party as an imminent possibility, the affected party will give notice of those circumstances to the other party as soon as possible but within 7 days, identifying the effect they will have on its performance. An Affected Party will make all reasonable efforts to minimize the effects of such circumstances on the performance of the contract.

4.20.3 Termination

If non-performance or diminished performance by the Affected Party due to the circumstances as per 4.20.2 above continues for a period of more than 30



consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice of 90 days.

4.20.4 Consequences of termination

If the Contract is terminated:

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

4.21 Dispute Resolution

4.21.1 Reconciliation Process

- a. If a dispute arises in relation to the conduct of the Contract (Dispute), a party must comply with this clause before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause.
- b. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

4.21.2 Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

4.21.3 Parties to resolve Dispute

During the 30 days after a notice is given under clause 4.21.2 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then, any such dispute or difference whatsoever arising between the parties to the contract out of or relating to the construction, meaning, scope, operation or effect of the contract or the validity of the breach thereof shall be referred to the arbitration tribunal. The arbitration tribunal prescribed herein above shall comprise of a three members Arbitral Tribunal, one of each will be appointed by either party and both appointed Arbitrator by either party will appoint the 3rd Arbitrator who will act as a Presiding Arbitrator. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction of Mumbai High Court only.

If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction of Mumbai High Court only. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Mumbai only. No interest will accrue on any amount during the arbitration proceedings. Any legal dispute will come under the sole jurisdiction of Mumbai High Court only.

If the arbitrator so appointed resigns his appointment or vacates his office or is unable or unwilling to act due to any reason whatsoever, the appointing authority shall appoint a new arbitrator in his place.



The Arbitral Tribunal shall determine all matters in disputes other than EXCEPTED MATTERS as below:-

1. Scope of Work
2. Technical and Function Specification
3. Discrepancies(varying or conflicting provisions among documents, agreement)
4. Suspension or discontinuation of work
5. Acceptance of deliverables

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

In all cases Arbitrator shall give separate award for each dispute or difference referred to him. The Arbitration shall decide each dispute in accordance with term of the contract and give a reasoned award.

The venue of arbitration shall be in accordance with Arbitration Act. However, it may preferably be at place of work site in Mumbai only.

The work under contract shall continue during the Arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

No interest will accrue on any amount during the Arbitration proceedings

Any legal dispute will come under the sole jurisdiction of Mumbai high Court only.

4.21.4 Confidentiality

Any information or documents disclosed by a party under the clause 4.21:

- a. Must be kept confidential; and
- b. May only be used to attempt to resolve the Dispute.

4.21.5 Costs

Each party to a Dispute must pay its own costs of complying with the clause 4.21. The parties to the Dispute must equally pay the costs of the arbitrator.

4.21.6 Termination of process

A party to a Dispute may terminate the dispute resolution process by giving notice to the other party after it has complied with the provision of the clause 4.21. Clauses 4.21.4 and 4.21.5 survive termination of the dispute resolution process.

4.21.7 Breach of this clause

If a party to a Dispute breaches provision of the clause 4.21, the other party does not have to comply with those clauses in relation to the Dispute.

4.22 Termination

4.22.1 Right to terminate

If Vendor fails to comply with the clause 4.9 for Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, or the penalties deducted have reached the maximum limit i.e 10% of the contract value (TCO) , LIC may (in addition to its other remedies) terminate the Contract by giving the Vendor written notice of 90 days.

4.22.2 Termination and reduction for convenience

- a. LIC may, at any time, by a prior written notice of 90 days, terminate the contract or reduce the scope of the Services.
- b. On receipt of a notice of termination or reduction of scope, the Vendor must stop work as specified in the notice; take all available steps to minimize loss resulting



- from that termination and to protect LIC Material and Contract Material; and continue work on any part of the Services not affected by the notice.
- c. If the contract is terminated under the contract, LIC is liable to make payment only for Services rendered before the effective date of termination;
 - d. If the scope of the Services is reduced, LIC's liability to pay the Service Charges or to provide LIC Material abates in accordance with the reduction in the Services.
 - e. LIC is not liable to pay compensation under clause c) above for an amount which would, in addition to any amounts paid or due, or becoming due, to the Vendor under the contract, exceed the total Service Charges payable under the contract. The Vendor is not entitled to compensation for loss of prospective profits.
 - f. The systems that are complete and ready for delivery within 30 days after the Vendor's receipt of notice of termination shall be accepted by LIC at the Contract terms and prices. For the remaining systems, LIC may choose to have any portion completed and delivered at the Contract terms and prices, and/or to cancel the remainder and pay to the Vendor an amount mutually agreed for partially completed systems and for materials and parts previously procured by the Vendor.

4.22.3 Termination by LIC for default

Notwithstanding what has been stated in clause 4.22.2 of this RFP LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part if the Vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Vendor fails to perform any other obligation(s) under the Contract, after a 30 days cure period is given to the vendor to cure the default or the penalties deducted have reached the maximum limit i.e 10% of the contract value (TCO)

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

4.22.4 Termination for Insolvency

LIC may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes LICrupt or otherwise insolvent. In this event, the termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC.

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

4.22.5 After termination

On termination of the contract the Vendor must:

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

4.22.6 Survival

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

- a. Intellectual Property Rights;
- b. Indemnity;
- c. Insurance;



- d. Confidentiality and privacy;
- e. Protection of personal information;
- f. Security;
- g. Audit and access ;and
- h. Knowledge transfer
- i. Warranty

4.22.7 Severability

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

4.22.8 Termination does not affect accrued rights

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

4.22.9 Consequences of Termination of the Selected Bidder:

In the event of termination of the selected bidder(vendor) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach.

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

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

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

4.22.10 Business continuity beyond contract period

At the end of the contract period the vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for business continuity.

The vendor will provide an expert facility to obtain the data/knowledge in a usable format. The vendor shall render all reasonable assistance and help LIC and any new service provider engaged by LIC for smooth switch over and continuity of service.

4.22.11 Knowledge transfer

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

- a. Transferring to or providing LIC access to all information stored by whatever



- means held by the Vendor or under the control of the Vendor in connection with the contract; and
- b. Making Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions will be at the sole discretion of LIC, provided that any matter discussed is not considered to reveal any 'Commercial-in- Confidence' information of the Vendor.
 - c. The Parties agree that duration of Knowledge transfer shall in no event exceed 90 days.

4.23 Notices and other communications

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

4.23.1 Service of notices

A Notice must be:

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

LIC's Address for Project specific Technical notices:

Executive Director (IT/BPR)
LIC of India, Central Office,
2nd Floor, "Jeevan Seva Annexe",
S. V. Road, Santacruz West, Mumbai – 400054

Notices served at any address other than above shall not be treated as served or delivered.

The successful bidder shall provide the contact details of their officials for similar communication from LIC.

4.23.2 Effective on receipt

A Notice given in accordance with the contract takes effect when it is acknowledged to be received at the respective addresses mentioned above. The notice will be taken to be received:

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

4.24 Miscellaneous

4.24.1 Varying the Contract

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

4.24.2 Approvals and consents

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

4.24.3 Assignment and novation

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

4.24.4 Further action

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



4.24.5 Waiver

Waiver of any provision of or right under the contract:

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

4.24.6 Relationship

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

4.24.7 Announcements

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

4.24.8 Governing law and jurisdiction

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

4.24.9 Performance Guarantee

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

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

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

4.24.10 Advertising and Publicity

Neither Contractor, nor anyone on Contractor's behalf (including any or all of its agents, affiliates, subcontractors or vendors), shall publish, distribute or otherwise disseminate any press release, advertising or publicity matter of any type or kind (collectively "Advertising Material") having any reference to this Agreement, unless and until the Advertising Material is first submitted to and approved in writing by LIC.

Any publicity by the Vendor in which the name and Logo of LIC is to be used should be done only with the explicit written permission of LIC. If the Vendor is required by law or a regulatory body to make a public announcement in connection with the contract or any transaction contemplated by the contract the Vendor must, to the



extent practicable, first consult with and take into account the reasonable requirements of LIC.

4.25 Inspection and Tests

The inspection of the systems shall be carried out to check whether the solution software is in conformity with the technical specifications and quantity attached to the contract. The Vendor will dispatch the systems to the designated office of LIC, after internal inspection and testing.

4.25.1 System & Solution Acceptance

System Acceptance Test will be done Onsite. The System Acceptance Test will be conducted as per process defined in below. If the results of the testing are not acceptable to LIC, it will be the vendors' responsibility to improve the software, implementation and configuration to meet the expected performance at no cost to LIC.

Entire Solution Acceptance Tests for Go-Live is a must and the entire system will be tested:

- for each and every functionality,
- Whether the solution is capable of catering to all the requirements mentioned in the RFP.

The acceptance-testing period will be mutually agreed upon between LIC and the Vendor, but must cover no less than thirty trouble-free days. If there are any software failures or mis-configurations that occur during this period, the Vendor must take all necessary actions to correct the failure, and then the thirty day trouble free period will restart. More than three failures of the same type may be deemed a total failure, and may terminate the acceptance test which may lead to cancellation of the contract. The acceptance test period will be part of the implementation plan. Failure on the part of the Vendor to correct a functional or technical deficiency in the Vendor's Solution shall be deemed to be a total failure and LIC, at its option, may terminate the acceptance test and cancel the contract.

4.25.2 Acceptance Testing and sign off

Entire system will be tested for all its functionalities and also whether the system is capable of catering to all the requirements as per Annexure VII. After installation of the software, all the features specified in the scope of work/ expected deliverables would be tested and acceptance obtained from LIC.

The Solution acceptance test will check for SLAs mentioned in this RFP. In case the solution is not able to meet the SLAs, vendor is supposed to provide additional/ improved software, implementation and configuration so as to meet the defined SLAs.

4.25.3 IPv6 Compliance

The proposed solution covering all Software, Operating System and other related software must be IPv6 compliant .

4.26 Support to be provided by LIC

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

- a. Information on existing IT infrastructure in LIC, relevant to the project
- b. Setup meeting with stakeholders in the project.
- c. Make available any earlier reports or information available with LIC that is relevant.
- d. Provide the information on current IT infrastructure already available
- e. The aspirations/ expectation of the system which is planned to be procured
- f. Temporary Desks for two people at LIC, Central Office, IT Department.
- g. Identify the Project Coordinator to ensure complete involvement from start to



finish of the project.

4.27 Performance Assessment/Penalties

Vendor will submit project plan and detailed timelines covering all the phases of all activities listed in the RFP to be completed within the mentioned project duration in the format given in Annexure X. This project plan and detailed timelines should be submitted with signed contract; else contract will not be accepted by LIC. Once approved by LIC this plan and timelines will be final.

The vendor shall perform all services and deliver all deliverables in accordance with the milestone schedule. There shall be penalties for non adherence to the milestone schedule, as per SLA. The total penalty for implementation will be capped at 10% of the contract value TCO .

4.28 Governance Structure for Review and Acceptance of Bidder's Work

Executive Director (IT/BPR) will be the authority for Review of Project Phases and Key project deliverables upon recommendation from the stakeholders, major change requests as well as regular and final payments.

The bidder would be required to deploy an appropriate team consisting Project Managers, Technical Specialists and Team members at LIC Central Office, Mumbai. The bidder should include the number and the level of people to be deployed in along with timeframes as indicated in the Scope of Work.

4.29 Substitution of Project Team Members

During the assignment, the substitution of key staff such as Project Manager, Team Leader, etc., identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of LIC by providing other staff of same level of qualifications and expertise. If LIC is not satisfied with the substitution, LIC reserves the right to terminate the contract and recover whatever payments made by LIC to the bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, LIC reserves the right to insist that the bidder replace any team member with another (with the qualifications and expertise as required by LIC) during the course of assignment.

4.30 Professionalism

The bidder should provide professional, objective and impartial advice at all times and hold LIC's interests paramount and should observe the highest standard of ethics while executing the assignment.

4.31 Adherence to Standards

The bidder should adhere to laws of land and 'rules, regulations and guidelines' prescribed by various regulatory, statutory and Government authorities.

4.32 Escalation matrix

The escalation matrix for LIC will be jointly decided by LIC and the Vendor once the Vendor is on boarded. The successful bidder shall have to set up a Toll Free helpline number or web-based helpdesk with auto-escalations and facility of SMS/ Email alerts.

4.33 Extension of Delivery Schedule

If, at any time during performance of the Contract, should the Vendor encounter conditions impeding timely delivery of the hardware, software and services, the Bidder shall promptly notify LIC in writing of the fact of the delay, it's likely duration and its cause(s). As far as practicable after receipt of the Bidder's notice, LIC shall evaluate the situation and may at its discretion extend the Bidder's time for



performance against suitable extension of the performance guarantee for delivery. Likewise, in the event of delay due to reasons contributed from LIC's side, LIC shall extend the delivery schedule accordingly.

4.34 Liquidated Damages

- a. The delivery & installation of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the systems and/or Services, the Vendor shall promptly notify LIC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, LIC shall evaluate the situation and may, at its discretion, extend the Vendor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- b. The Vendor will ensure that all services and systems perform without defect or interruption as per the SLAs specified in the RFP. The vendor will make all-out effort to ensure that all systems perform without defect or interruption.

4.35 Right to Audit

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

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

ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by LIC or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to LIC regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed. All costs for such audit shall be borne by the service provider/vendor.

iii. Service Provider further agrees that whenever required by LIC, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the LIC/ IRDAI and or any regulatory authority required for conducting the audit. LIC reserves the right to call and/or retain for any relevant material information / reports

including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) & findings made on the Service Provider in conjunction with the services provided to LIC.



4.36 Certification/Compliance:

Solution must be compliant to the Information Security Audit requirements.

4.37 Land Border Clause:

The land border clause is governed by the Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. Bidders have to submit a self-declaration for land border clause in the form of Annexure XII which shall form a part of eligibility criteria specified in this RFP.

4.38 Human Resource Requirement

The selected bidder by executing the contract agreement shall be deemed to have unconditionally agreed as under:

The selected bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the personnel as part of the solution/service.

The selected bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.

In case the performance of the bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of LIC of India, the bidder shall have to replace the said person within the time limits stipulated by LIC . Where the bidder fails to comply with LIC's request, LIC may replace the said person or their agents/employees on its own.

No right to employment in LIC of India shall accrue or arise to the employees or agents of the bidder, by virtue of engagement of employees, agents, etc. of the bidder for any assignment under this project. It is further clarified that the arrangement herein with the bidder is a contract for service.

The selected bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.

The selected bidder shall extend all of the outsourced services by deploying such personnel that have high integrity and meet the qualifications and other criteria stipulated by the IRDAI , Government or LIC of India from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.



5. Project Timelines

The bidder will be required to provide all necessary assistance to ensure successful implementation of the project from the time of engagement. LIC may place separate purchase orders in phases so that procurement of software licenses and its implementation is carried out in a staggered manner.

All the components - the software, implementation, onsite resources as mentioned in the RFP are expected to be delivered as per schedule given below. Non-adherence to above time schedule, would invite application of penalty as per SLA.

Milestone Schedule

SI No	Activity	Delivery Schedule
1	Request for details of information from LIC	2 weeks from the date of receipt of LIC's letter about his selection as successful bidder
2	Submission of Scope of Work and Implementation Plan	2 weeks from the date of receipt of details of information from LIC
3	Delivery of hardware	7 weeks from date acceptance of Purchase Order
4	Installation of hardware	8 weeks from date of acceptance Purchase Order or 14 days after site is ready
5	Delivery of software and software Licenses	7 weeks from Date of Acceptance of Purchase Order
6	Implementation of Data Classification Tool and Data Discovery tool	
6.1	Data flow mapping	20 weeks from Date of acceptance of Purchase Order
6.2	Project completion period for deployment of DCT/DD solution both at server end and client on desktops /mobile devices/laptops	20 weeks from Date of acceptance of Purchase Order for Servers and Windows desktops 20 weeks Date of acceptance of Purchase Order for RHEL desktops
6.3	The configuration changes to be done during project execution period from the release of latest version/ update by OEM	2 months from the release of latest version/ update by OEM
7	Uptime of Solution	99.5% uptime monthly Resolution to be done within 4 hours Uptime % = ((Number of hours in month – Number of hours impacted in month) * 100) Total Number of hours in month
8	Service of on-site Resource	
8.1	Deployment of L1 onsite Resources	On Go Live
8.2	Daily/Monthly report to LIC	7 days after the close of the day/month



8.3	Attendance of on-site Resource in LIC premises	Attendance daily during office hours /replacement with backup resources in case of absence
8.4	CA/VA /PT /SCD, and CERT-In/LIC advisories and IRDA Cyber security compliance Points on all Hardware / Software	Closure of all compliance points or with appropriate justification/dependence on LIC /reason as to non closure of specific points



6. Scope of work and Deliverables

6.1 Executive Scope of Work

Supply, installation, implementation, and maintenance at DC and DR (for a period of 5 years) of Data Classification Tool and Data Discovery tool , encompassing the following

- a) On premises Solution and licenses for Data Classification Tool and Data Discovery tool.
- b) On-site management and maintenance support Services of SI for four L1 Resources.
- c) Implementation of the Solution. The implementation should include
 - i)Data Flow Analysis of Processes in various departments of LIC
 - ii)Creation and enforcement of policies as per the requirement of LIC.
 - iii)Implementation of the hardware in HA at DC and DR
 - iv)Implementation of the software at server and client installation at all desktops in phases
- d) Any other software licenses which may be required for implementation of this solution.
- e) Infrastructure i.e. hardware required and its maintenance, for the solution

6.2 Current Status

6.2.1 Background

Life Insurance Corporation of India (LIC) is a major public sector enterprise and the largest insurer in India and is engaged in the business of life insurance. Currently, LIC has the following structure:

- Central Office at Mumbai
- Eight Zonal offices at Bhopal, Chennai, Delhi, Hyderabad, Kanpur, Kolkata, Mumbai, Patna
- 113 Divisional offices under the eight Zonal Offices
- 2048 Branch Offices + more than 1400 satellite offices - spread across the length and breadth of India
- 72 Pension & Group Schemes Units

6.2.2 IT Scenario in LIC

- LIC has a fully computerized and networked environment connecting all our offices across the country
- Desktops are implemented for end users with OS Windows (30%) and RHEL (70%)
- Servers used by various applications are installed with Operating systems Windows Server , RHEL, Oracle enterprise linux , and DB is MySQL ,Oracle, Oracle engineered system-EXADATA ,PostgreSQL
- All offices of LIC are networked using leased lines, MPLS, VPNoBB, VSAT, WiMax, etc. with appropriate bandwidth.

6.3 Detailed Scope of Work

6.3.1 Hardware

- Suitable Infrastructure i.e. hardware required for implementing the solution , and and maintenance of hardware for 5 years shall be provided by the bidder.
- The hardware components including ,servers ,storage ,load-balancers if required , and rack network switches, network cables shall be provided by the bidder .the sizing of hardware should take into account successful running for 5 years .



- All the Hardware items, as per specifications given in Technical Bids, shall be under a comprehensive on-site warranty covering all parts and technical support for a period of 3 year and thereafter covered under Annual Maintenance Contract for a period of 2 years .
- All hardware components should be configured in High Availability at the primary data centre and at DR site in sync with DC
- High availability to be ensured in terms of dual /redundant power supply for each server/components at DC and DR and network connectivity supporting fiber gigabit NIC adapter connectivity.. Within rack network redundancy should be provisioned. Solution should have Centralized architecture

6.3.3 Products/software solutions to be supplied

On-premise ,Centralized software solution and licenses for Data Discovery and Classification Tool Solution is required to be supplied for 5 years, as per details given below:

Data Classification tool -

- Number of licenses –
- 30000 for Windows desktop OS including email on Outlook/owa
- 65000 RHEL OS including email on thunderbird/owa
- OS the data Classification tool should support :Windows desktop/server OS , Red Hat Enterprise Linux ,SUSE Linux ,IBM Linux ,mobile/laptop devices using Android , iOS ,macOS , ChromeOS Operating Systems.etc as given in Technical Requirement Annexure VI A

Data Discovery tool

- Number of licenses -1000
- DB Databases the Data Discovery tool should support : MySQL, Oracle, Oracle-EXADATA ,SAP-HANA,MS SQL server as given in Technical Requirement Annexure VI A
- Operating system and database licenses, required for the solution ,other than the following should be supplied by the vendor and cost should be included in the commercials.

Licenses available with LIC:

- RHEL Enterprise wide Unlimited Licenses
- MYSQL Enterprise wide Unlimited Licenses
- Bidder shall provide the license on Perpetual License basis .
- All the devices, hardware, software, database, storage, licenses, solutions and services required at LIC's premises for deployment and operation of these solutions shall be delivered by bidder as part of this RFP.
- The bidder should propose an on-premise solutions and no information should be sent outside the organization; additionally, the solution should have no dependency on the cloud for the on-pre deployment except the updates, upgrades for the solution and security contents The solution should be deployed in both DC and DR in active passive mode and should be scalable in accordance to the future need of the organization.
- Proposed Data Classification Tool should provide the classification of data on endpoints, and discovery of data on Databases and their associated tables based on the policy framed.
- Proposed Data Classification Tool should provide a single platform for tracking the data classification as well as setting policy as per LIC's requirement. The tool should seamlessly integrate with Security Solutions which will be utilized to prevent / alert the Data Leakage, also the tool should suggest rules/controls to prevent such instances.



- Proposed Data Classification Tool should integrate with other security tools like DRM/IRM and SIEM tools that are available in the market
- The solution should be deployed in LIC's DC & DR setup.
- The bidder would be responsible for supply, installation, testing, commissioning, configuring, Operation & Maintenance of the solutions, warranty and AMC of licenses (hardware, software, middleware supplied) as part of this RFP for a period of Five (5) years
- The services/ solutions offered should be modular, scalable both horizontally & vertically, and should be able to address LIC's requirements during the period of contract as well as for future requirements .
- The services / solutions offered should not have any significant adverse impact on the existing infrastructure / business of LIC neither during installation nor during operation. There should be no service disruption as part of implementation or any upgrades. Any such incident may attract penalties.
- The bidder shall be responsible for patch updates of the deployed solution to make it compatible with the latest versions of Operating Systems, Browsers and other resources necessary for access within the contract period without incurring any additional cost for LIC.
- During the period of the contract, the bidder may be required to carry out additional customization in existing module of their software to meet the requirement of LIC which may arise out of changes for regulatory compliance without any additional cost.
- The solution deployed should be compliant with regulatory requirements and countrywide regulations and laws from time to time.
- The solution should comply with LIC's IS, IT and Cyber Security policies, internal guidelines, CVC/DFS/MeitY and other regulatory guidelines including IRDAI(Information and Cyber Security for Insurers), ISO27001:2013 / ITIL Certification /IT Act 2001(along with its amendments) standards as modified from time to time, ie, the solution should comply with the regulations in vogue.
- Bidder shall implement all software updates, new releases & version upgrades on the supplied components during the contract period. Bidder should update and maintain all supplied components to correctly reflect actual state of the setup at any point in time during the contract period.
- If the deliverable(s) is declared End of Life (EOL) or End of Support anytime during the contract period, the successful bidder shall forthwith replace the software at no additional cost
- The upgrades, new releases (Minor/major) versions, bug fixes etc. for the software will be supplied to LIC at no extra cost, with the necessary documentation during contract period.
- Bidder shall provide and install patches/ updates/ version upgrades of all software provided under this contract at no extra cost to LIC during the contract period.
- The initial Support & contract period would be for 5 years, in-case of perpetual license warranty would be for 3 years and 2 years AMC.

6.3.3 Detailed Technical Specifications of the Solutions required.

The proposed products/ solutions should comply with the minimum technical specifications and score 70% marks as given in Annexure VII A-Functional and Technical Requirements and obtain a minimum score of 70% marks in Technical Capability Criteria as given in Annexure VII B

6.3.4 Proof of Concept (POC)

As part of Technical Evaluation process, POC of the Solutions, proposed by the participating bidders, will be conducted onsite at LIC premises on hardware provided by LIC. The Bidder will have to set up the system, conduct the POC and submit the results. If a solution fails to meet the technical qualification



criteria in the POC, the respective Bidders will be considered as disqualified under technical evaluation

6.4 Project Implementation:

6.4.1 Scope of Work and Plan for Project Implementation

The selected Bidder should develop the detailed Scope of work and implementation Plan which comprises of the following:

- a) Project Implementation Architecture for product implementation (Graphical representation as well as detailed architecture). It should include the following details:
 - i. Network Diagram
 - ii. Components to be installed, for carrying out the project scope.
- b) Project Implementation timelines
- c) Project Team Composition
- d) Escalation Matrix
- e) Acceptance Criteria
- f) SLA matrix tool to measure SLA and deviations.

6.4.2 Designing the Solution

Upon receiving the intimation of selection as successful bidder or a purchase order from LIC, the bidder shall provide a detailed scope of work and implementation plan, architecture, details of the Project Manager, and remote services, details of other requirements, time schedule for delivery and implementation, for approval by LIC. The scope of work and implementation plan must be satisfactory to LIC and activity should commence after approvals.

The Bidder is expected to provide end-to-end solution for the project which will cover, but not limited to the following scope of work

- i. understanding the requirement,
- ii. customizing and providing the deployment architecture of proposed solution,
- iii. supply, installation and commission the hardware and Operating System of Solution at respective sites
- iv. supply, installation and commission the software at respective sites, and installation of the clients on desktops /mobile/laptop devices ,
- v. Data Flow analysis of various processes of designated departments of LIC
- vi. Create, test and implement policies as per LICs need
- vii. Document the solution,
- viii. Train & provide support to candidates nominated by LIC.
- ix. Monitoring the solution during the warranty and AMC period.
- x. Backup, archival and restoration of configuration and data.
- xi. Preparation of all process documents/SOP required for implementation, operation and maintenance of Data Classification and Discovery tool solution.
- xii. Compliance to IRDAI Cybersecurity Audit , Configuration/vulnerability Audit/Penetration testing and Secure code/configuration review with reference to the Data Classification and Discovery Tool

6.4.3 Data Flow analysis of various processes of departments of LIC

- Study and Creation of data flow maps to identify and categorize / develop inventory of Sensitive data, Personally Identifiable Information (PII) and Personal Health information (PHI) Data - Data in transit, Data at rest, Data in process .



- Detailed Scoping and Interpretation of PII (Personally Identifiable Information) and Personal Health information (PHI) data and its classification as “Sensitive Data”.
- Review and analysis of processes, procedure, products and service that are involve in the collection, processing and storing of PII (Personally Identifiable Information) and Personal Health information (PHI) data.
- Study is to be conducted using applicable templates and complete documentation which is to be submitted . The departments to be covered are IT/BPR, IT/SD, CRM-PS, CRM-Claims, Actuarial, NB ,P and GS, Investment ,Personnel, Office Services and other departments holding sensitive data

6.4.4 Project Implementation procedure:

The Bidder will have to review the current architecture and infrastructure and suggest steps to ensure smooth implementation of the solution. It is advised that, the vendor should carry out the pre-installation survey of all sites and satisfy themselves that the sites are meeting all requirements i.e. adequate Space, UPS/Power, Earthing, Air Conditioning etc. No additional charges will be payable by LIC for such survey. If this survey is not done, LIC will not be responsible for any related issues that may arise at the time of installation.

- The primary site will be in Vile Parle DC and the DR site will be Prabhadevi, Mumbai or Bangalore . The successful bidder’s resources/officials may have to visit data centers of the above site, as and when required.
- The vendor shall be responsible for delivery and complete installation of all the hardware /components ordered by LIC and for making them fully operational at no additional cost to LIC within the time frame defined below, for each purchase order.
- The installation / integration will be deemed as incomplete for a site if any component is not delivered/installed/ integrated or is not as per the specifications and hence not acceptable to LIC.
- Date of installation of the last component under a particular Purchase order will be taken as the date of delivery and installation for the particular site for PO-payment
- In case the site is not found ready for installation upon the resources visit, due to any reason(s) attributable to LIC, then the resource will open the consignment ,verify deliverables ,conduct POST and obtain Site Not ready certificate from LIC
- In case of any short shipment/equipment not functioning, LIC will not issue Site Not Ready (SNR) certificate but only Short Shipment Form (SSF) will be issued. Vendor should arrange the delivery of the short shipment/faulty equipment within the delivery and installation period else, penalties are applicable.
- As the late sign-off of any solution may impact the Warranty / AMC timelines under back-to back agreements of bidder with OEM, they are advised to take care of the same in their agreements with OEMS. LIC will not consider any request for adjustments in such cases and will seek full five-year active life of each solution with full OEM support & services.
- During the tenure of the contract, all upgrades or requirements in hardware, software, licensing, implementation of upgrades/ patches/ version changes etc., due to whatsoever reason including but not limited to EOL or EOS, would be done by the bidder without any additional cost to LIC



6.4.5 CyberSecurity , Business Continuity Processes and DR drill

- The Bidder has to formulate the BCP processes in line with the IRDAI guidelines and conduct DR Drill twice a year. The DR drill conducted has to be evaluated by a third party (CERT-In empaneled)
- The vendor has to implement the necessary configuration required from a business continuity perspective.
- The Bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.
- LIC may not provide any remote session and direct internet connectivity to the equipment in terms of support which may leads to the vulnerability of the system.
- Post installation of Solution , with all its component including OS, VA&PT Vulnerability Assessment & Penetration Testing shall be conducted, report will be provided by LIC CSD team to bidder. All findings/issues pointed out in the report to be complied/fixed before installation of the software (Database, application).
- Moreover, periodic review audit of the database and application is to be conducted by LIC Information Security and other authorities on the installed components, and its report , including CA/VA/PT /Secure code/config review non compliances are to be complied by bidder/OEM within the timelines, during the entire period of contract
- LIC may conduct security audit in the proposed solution after complete implementation.
- The Bidder has to do necessary changes in the configuration directed by security team of LIC after security audits like CA/VA/PT /Secure code/config review etc. without disturbing the production and existing backed up copies.
- The Bidder has to follow the industry best practices in Configuration of operating System and other Software.
- Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract tenure.
- Bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
- Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per LIC's IT/Information Security / Cyber Security Policy.
- The selected bidder will have to establish all the necessary procedures/infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by IRDAI Cybersecurity guidelines and its Audit and the policies of the LIC.
- Data Encryption: The system shall support a minimum of 256-bit encryption for sensitive data, and information while in transfer and conform to relevant guidelines wherever applicable
- Prevention of Unauthorized access: The system shall integrate with LIC's existing
- access control mechanisms - Privileged Access Management solution and ActiveDirectory.
- The bidder's solution must comply with guidelines of RBI/ MeitY/PCI or any other guidelines of GOI or any regulatory authorities in respect of Data Classification Tool issued from time to time.
- Data captured in the solution should not be stored outside LIC's Network.



6.4.6 Post Implementation Annual Maintenance and Annual Technical Support

- Post implementation of the solution, the scope contains support for the following activities, but not limited to, from time to time, in relation to maintenance and upgrades/updates/patches :
 - (a) Firmware Upgrades,
 - (b) Faulty Parts replacement,
 - (c) Hardware System monitoring,
 - (d) Troubleshooting & Performance Tuning,
 - (e) Operating System Upgrades,
 - (f) Upgrades of supplied software,
 - (g) compliance to Advisories on software upgrades & vulnerabilities,
 - (h) Support during DR Drills,
 - (i) OS Administration & patching as per OEM guidelines
 - (j) Any support required to make systems & software up and running.

Note – The list mentioned above is the indicative list, however the successful bidder should provide end-to-end support and repair for any activities and resolution of any issues related to new deployment without any extra cost to LIC of India

- All the equipment / Solutions i.e. All the parts/ components (tangible/ in-tangible) of deployed both hardware and software (any other software provided under this contract) would be covered under comprehensive warranty with Annual Technical Support (ATS) for a period of three year and thereafter comprehensive AMC (for hardware) and ATS (for software) for 2 years. In total, the contract period shall be of 5 years.
- ATS/Warranty will commence from the acceptance date / Sign-Off date by LIC for the solution. The start date shall be of Go Live date.
- During Support Period, bidder should guarantee an Uptime of 99.5% on monthly basis for the entire/core solution proposed.
- The selected bidder shall provide comprehensive AMC for all the equipment / Solutions that are delivered & installed at DC and DR sites for a period of two year after expiry of warranty period of three years .
- If LIC decides to avail one year additional support for the solution, the AMC Contract shall be extended accordingly by Bidder on the same terms and conditions.
- LIC should be able to log calls directly by web/email or over phone to the bidder/OEM 24x7 during the warranty and annual maintenance period. Accordingly, escalation matrix of the bidder/OEM and confirmation letter from bidder and OEM should be submitted.

6.5 Acceptance Testing and signoff

- The entire system will be tested, to ensure that the system is capable of catering to all the requirements mentioned in this RFP. After implementation, all the features specified in the scope of work, expected deliverables would be tested and acceptance would be given by LIC.
- The Solution acceptance test will check for SLAs mentioned in this RFP. In case the solution is not able to meet the SLAs, vendor is supposed to provide additional/ improved software, implementation and configuration so as to meet the defined SLAs



- For Sign-off of the successful commissioning of the solution, post installation and commissioning of appliance & software at all locations (DC and DR), all respective technical/statutory parameters, validations and configurations should be implemented, checked & verified and related reports including SOP, configuration Diagrams , and VAPT Clearance ,health check by OEM must be submitted, to LIC for sign off of successful installation and acceptance .

6.6 Training

- Bidder shall train specified LIC employees for operational management of the system. The Training shall be imparted at a location suggested by Central office IT Department (likely to be at Mumbai) for a team of around 10 persons for 3 days in two batches
- While all arrangements for LIC employees will be made by LIC, the Bidder will have to ensure that training is imparted in a professional manner through OEM qualified personnel and proper course ware and access to systems/software is given to every personnel attending the training.
- The selected bidder shall provide training by OEM to the identified LIC personnel / team on solution or features / service architecture, and functionality after implementation.
- The solution working should be demonstrated to the IT & Information Security Management and staff of LIC after completion of the implementation and the review and feedback should be implemented.
- The selected bidder has to arrange the onsite-classroom training with workstations and required necessary amenities to facilitate the training. Trainer should be well experienced and must have industry certification.
- The selected bidder should provide the training material and hands-on during the training.
- OEM Training to LIC's team on administering, monitoring, supervising, report generation and usage of Data Classification Tool and Data Discovery tool
- The details of the training are to be provided by the selected bidder and shall be subject to evaluation by LIC to ensure that all the components of the system are covered in the training by the selected bidder.
- The selected bidder shall provide training to the participants without any cost to LIC/ participants.
- The selected Bidder should also make provision for downloadable lessons / user manuals / procedure documents.

6.7 Documentation:

- The bidder shall agree to provide documentation covering Operation, System management, Configuration and Troubleshooting for all Software items.
- Bidder shall supply detailed "As Installed Drawings" after the completion of the project. This will also include a Printout of important configuration settings. The bidder shall supply an integrated manual for administration of the Data Classification tool solution.
- The documentation shall be updated as per the approved change/ configuration management and shall be submitted.

The bidder shall provide the following documents as part of the deliverables of the project:

- Original manuals of all proposed hardware/software/applications.



- Standard Operating Procedures of Installation & Configuration Documents.
- Network & Security Design Documents (Will be approved by the LIC)
- Troubleshooting Manual.
- Executive summary report for the project to the management.
- Functional and operational requirements.
- Project design/plan.
- Product description.
- Guidance for best practices.
- Implementation guidelines.
- Business Continuity /archival /purging /back up Policies /procedures.
- User acceptance test plan.
- Training materials
- Health check-up report by OEM. All the above documents (soft copy or hard copy) should be provided by the bidder, vetted by LIC, suggestions incorporated by bidder and then provided to LIC

6.8 Audit, Inspection and Testing of Infrastructure and facilities of the Bidder:

The bidder shall make available all necessary and relevant records, facilities access to their relevant systems and access to personnel for audit by LIC or any representative authorized by LIC.



7. Operational and Onsite Support Services:

7.1 Responsibilities of Operational and Onsite Support

The responsibilities of the selected bidder include, but not limited to the following:

- a) Support for all system and associated components of the Data Classification Tool.
- b) Ensuring that the system is available 24x7.
- c) Re-installations, in the event of system crash/failures.
- d) Develop Standard Operating Procedures (SOPs) as per best practices and requirements of LIC.
- e) Ensure timely fine tuning of the application to enhance the end-user experience.
- f) Ensure implementation of policies as per regulatory requirements issued from time to time.
- g) System shall be able to enhance/ integrate the solution with new regulatory requirements on ongoing basis with minimal effort
- h) The successful Bidder has to provide a dedicated Project manager and OEM onsite resource support who will be onsite during implementation.
- i) Posting Onsite four L1 Resource at LIC office at Santacruz West, Mumbai.
- j) The on-site resource should have the competency to educate the Security administrators of LIC at Central office about daily jobs; trouble-shoot any related issues etc. Competency of the resources will be evaluated by LIC through interview, working culture for a month, experience and qualifications as stated in this RFP. If the performance is not up to the mark, the Resource may have to be changed, if LIC so requests.
- k) For seamless integration of the entire solution, the vendor will have to co-ordinate with the various projects and resolve the problems.
- l) The onsite resource should be full time employed by the vendor.
- m) The resource will be responsible for all day-to-day operational activities including monitoring, system tuning and optimization, with regards to the project.
- n) The Vendor should depute only appropriately qualified and experienced resource committed to work on the project.
- o) The resource shall be required to sign a declaration to adhere to the NDA terms. LIC may refuse to accept any resource sought to be deployed if he/ she is found to be lacking in experience or qualification to work on the project.
- p) The resource will have to adhere to the IT Security Policies of LIC of India at all times during the contract period. IT Security Policies will be shared with the Resource.
- q) The resources will be provided leave subject to replacement. Prior intimation of leave is a must.
- r) The following jobs are part of the Resource's duties:
 - Create reports as required by LIC.
 - monitoring the solution during the warranty and AMC period
 - Taking backup, archival and restoration of configuration and data.
 - Performing all Administration activities including restoring systems in case of any system crash.
 - Monitoring and maintenance of the project within timelines /parameters such that all SLAs mentioned in this RFP are met



7.2 Resource Qualifications:

Science Graduate (IT) or preferably B.E/B.Tech/MCA with 2 or more years' experience in the field of IT Security and having work experience in the maintenance of Data Classification /Discovery Tool solution and certification in IT security domain/ the product proposed

7.3 Onsite Resources & Support

- The bidder has to provide complete support for end to end installation, implementation and maintenance of the proposed solution during the contract period and Bidder will be responsible for attending complaints during 10 AM to 6:00 PM on all LIC working days and if required , remotely from offsite access during after office hours.
- Support should include advising & helping LIC in implementing controls for the risk advised by regulators/Govt. Of India.
- Support has to cover to solve day to day issues while using the proposed solution in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues and any other issues to LIC as per SOW/SLA at no extra cost.
- Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue. If the Issue requires OEMs technical person's/ product developer etc. intervention, Bidder has to take up suitability with the appropriate level at OEM and obtain the solution and implement it for resolution of the issue. If the analysis of the issue requires log submission, Bidder will submit the same for further analysis in consultation with LIC.
- The Bidder should help LIC in resolving any security observations as per the IS policy of LIC.
- Resources for monitoring should be on boarded immediately on completion of implementation and acceptance by LIC.
- At least one resource from the OEM should be available during implementation of the project. Onsite support should be on the pay roll of the OEM and should have OEM certification for the proposed solution (cost for this resource should be factored in the line item of one time implementation charges)
- In case the resources go on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the solution is not hampered.
- In case of any further requirement of resource, Bidder has to onboard the additional resource with the same qualification within 2 months after getting the request from LIC& at the same price which will be quoted initially.
- The selected bidder has to submit following KYC documents of resources engaged:
 - Resume latest (with Candidate Photograph) ,Address Proof (Local and Permanent), Aadhar Card /Passport- Duly attested photocopy by candidate and bidder HR.
 - Relieving Certificate of Previous employer - Duly attested photocopy by candidate and bidder HR.
 - Background Police Verification report - Duly attested photocopy by candidate and bidder HR.

7.4 OEM back-to-back Premium support

All solutions proposed must have a post- sales OEM production/Enterprise category support through established service centers / offices preferably within India.



Successful bidder has to submit a copy of such support availed by them to LIC.
1)MAF from OEM should be submitted by bidder for each product/ solution including hardware and software

2)Premium or high level or gold support from OEM is to be procured for the Data Classification/Discovery Tool

- a) 24x7 technical product support for product incidents from OEM.
- b) Support to LIC and System Integrator chosen by LIC for implementation, maintenance, management and bug fixes of products from OEM.
- c) Review present architecture and develop, design architecture and solutions and support for implementation at Data Centres and across LIC, also with Business Continuity perspective.
- d) Design architecture and configuration.
- e) User Acceptance test to be designed and provided to LIC for audit and certification on whether implementation of solutions by SI is according to best practices.
- f) Periodic i.e., Quarterly Health Check/ Fine tuning of all implementations.
- g) Designated Contacts/ email ids to liaise with OEM for escalations.
- h) Personalized Technical Account Management



8. Service Level Agreement (SLA), Penalties

Successful vendor(s) will have to agree to the defined SLA and Milestone schedule and non-compliance of which will result in application of penalties/liquidated damages as per penalty clauses given below. It will form part of the contract.

The penalty so calculated will either be adjusted with the payments or will be separately realized from the bidder.

Cumulative penalty during the contract period for breach of SLA mentioned above shall be capped at 10% of the contract value (TCO)

The liquidated damages(LD)/penalties shall be deducted / recovered by LIC from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to LIC's right to levy any other penalty where provided for under the contract.

All the above are independent of each other and are applicable separately and concurrently. LD/penalty is not applicable for the reasons attributable to LIC and Force Majeure.

Sl No.	Description	Resolution /activity completion period	Penalty, if not resolved/activity not completed within the Resolution period
1	Request for details of information from LIC	2 week from the date of receipt of LIC's letter about his selection as successful bidder	Rs 1000 per week of delay or part thereof
2	Submission of Scope of Work and Implementation Plan	2 week from the date of receipt of details of information from LIC	Rs 1000 per week of delay or part thereof
3	Delivery of hardware	7 weeks from date acceptance of Purchase Order	0.5% of cost of hardware per week of delay or part thereof
4	Installation of hardware	8 weeks from date of acceptance Purchase Order or 14 days after site-is -ready	0.5% of cost of implementation per week of delay or part thereof
5	Delivery of software and software Licenses	7 weeks from Date of Acceptance of Purchase Order	0.5% of cost of software per week of delay or part thereof
	Hardware/software components not delivered/installed beyond 160 days, from the date of the Purchase order, will be dealt with as follows:- i.LIC may cancel the purchase order placed which will be conveyed to the vendor in writing. ii.The penalty clause as mentioned in point above will be applicable. iii.Deductions of penalty will be made from any amount payable to the vendor by LIC. iv.Any other amounts that may become recoverable from the vendor will		

	<p>be recovered from any available Bank Guarantee(s)/Performance LIC Guarantees under this bid.</p> <p>v.Recovery of further amounts over and above the available LIC Guarantee(s) etc. will be subject to adjudication at Mumbai.</p> <p>vi.Termination of contract and black listing.</p> <p>(f)In case of cancellation of orders due to delay in deliveries/installations or deficiency in services etc.,besides the penalty being charged ,the vendor may also be blacklisted by Life Insurance Corporation of India & may not be allowed to participate in any 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.to a maximum of 10% of the cost of that item(s)</p>		
6	Implementation of Data Classification Tool		
6.1	Data Flow mapping completion with documentation	20 weeks from Date of acceptance of Purchase Order	0.5% of cost of implementation per week of delay or part thereof
6.2	Project completion period for deployment of the solution both at server end and client on desktops /mobile devices/laptops	20 weeks from Date of acceptance of Purchase Order	0.5% of cost of software per week of delay or part thereof
6.3	The configuration changes to be done during project execution period from the release of latest version/ update by OEM	2 months from the release of latest version/ update by OEM	0.5% of cost of onsite resources cost
	Bidder has to comply with requirements of Configuration Audit ,Vulnerability Audit ,Secure Code Review Audit conducted by LIC		
	The Bidder has to formulate the BCP processes in line with the IRDAI guidelines and conduct DR Drill twice a year. The DR drill conducted has to be evaluated by a third party (CERT-In	DR drill twice a year	0.5% of cost of onsite resources and ATS cost



	empanelled)		
7	Uptime of Solution	99.5 % uptime monthly Resolution to be done within 4 hours Uptime % = ((Number of hours in month – Number of hours impacted in month) * 100) / Total Number of hours in month	Below 99.5% 1 % deduction of monthly onsite resource cost and ATS for the solution for every reduction in uptime by 0.5 % in uptime. Uptime shall be calculated monthly If the uptime is below 95%, then LIC shall have full right to terminate the contract with the Bidder
8	Deficiency in service of on-site Resource		
8.1	Daily/Monthly report to LIC	7 days after the close of the day/month	0.1% per month of delay or part thereof from on-site charges
8.2	Attendance of on-site Resource in LIC premises	Late attendance beyond 2 hours/ absence without backup resources	In case backup resources are not arranged, LIC shall pay only the proportionate amount of onsite resource charges during the particular month .In addition penalty of 0.2% of cost of onsite resource per day.
8.3	Performance of Onsite resource	Adverse performance report quarterly of on-site resource	0.2% of cost of onsite resource per quarter and onsite resource may have to be changed
8.4	CA/VA /PT /Secure Code and configuration Review , gaps to be complied and CERT-In/LIC advisories and IRDAI Cyber security compliance Points on all Hardware / Software to be complied	Closure of all points within a quarter of audit and critical vulnerability alerts within 7 days	0.2% of cost of onsite resource per quarter for non compliance



9. Placing Orders and Payments: terms, conditions, schedule, taxes etc.

Placing of Orders and making payments:

The Central Office of LIC at Mumbai will place orders for the hardware and software components. However, in view of the GST rules, the payments will be made by the Central Office, Mumbai for the orders placed in the state of Maharashtra and the payments for DR Site (if situated at Bengaluru) shall be made by nodal Divisional Office of Karnataka where the services are being provided.

Selected vendor necessarily has to execute all the purchase orders issued by LIC and meet all the obligations of the Contract. Vendor should point out any discrepancy/deficiency in the purchase orders within two working days of its receipt.

The date of Purchase Order (PO) or the date on which the required information/correction in PO is intimated to the Vendor would be deemed to be the date of acceptance of the PO for the purpose of calculating delivery period, and penalty thereof.

Note:- Purchase order for the hardware /software may be issued by LIC in a staggered manner. The quantities mentioned under the “ quantity” column of Technical/ Commercial Bid is indicative only and will be used to arrive at the L1 vendor.

However, the actual quantities may differ at the time of issuing Purchase Order/s, depending on the actual requirements, circumstances prevailing at that time.

- Payment shall be made in Indian Rupees, as given below for delivering, installing, commissioning and monitoring the Solution / deliverables as mentioned in price schedule
- All payments pertaining to this Tender will be made by the Central Office IT department, Mumbai.
- No advance payment or interest payment will be made by LIC.

Conditions for release of payment and Documents to be produced for release of payments:

For 60% Payment against Delivery of Hardware/

- a) Invoice for 60% payment (with description of services delivered, quantity, unit price, total amount).
- b) Delivery of hardware with documentation of hardware supplied with serial numbers
- c) Verification of above and any other deliverables by LIC Officials

For Balance 20 % Payment of Hardware

- a) Invoice for Balance amount
- b) Acceptance report Installation report of hardware duly signed by the Assistant Secretary (or a higher ranking official) at CO-IT, Mumbai.
- c) Verification of other deliverables, if any, which includes implementation of current versions/updates of the software licenses.

For Balance 20 % Payment of Hardware

- a) Invoice for Balance amount
- b) Acceptance report of commissioning and Installation report of software solution and Go live (implementation of entire scope of work



-) duly signed by the Assistant Secretary (or a higher ranking official) at CO-IT, Mumbai.
- c) Verification of other deliverables, if any, which includes implementation of current versions/updates of the software licenses.

For 80% Payment against Delivery of Software/ Licenses of Data Classification and Data Discovery tool

- d) Invoice for 80% payment (with description of services delivered, quantity, unit price, total amount).
- e) Delivery of Software licenses
- f) Verification of above and any other deliverables by LIC Officials

For Balance 20 % Payment of software/ licenses

- d) Invoice for Balance amount
- e) Acceptance report of commissioning and Installation report of software solution and Go live (implementation of entire scope of work) duly signed by the Assistant Secretary (or a higher ranking official) at CO-IT, Mumbai.
- f) Verification of other deliverables, if any, which includes implementation of current versions/updates of the software licenses.

For Payment against Implementation

Payment of 100% for the Implementation cost will be done as per the sign-off criteria as mentioned in Section 6.5 – Acceptance Testing and Signoff, on production of the following:

- a) Invoice for the amount payable.
- b) Verification of all deliverables defined in this bid.
- c) Acceptance report of commissioning and Installation report of software solution and Go live (implementation of entire scope of work)

For Payment against renewal /ATS of Licenses of Data Classification Tool Software:

- a) Invoice for Renewal /ATS of Licenses
- b) Delivery and Installation of Software licenses
- c) Verification of above and any other deliverables by LIC Officials

For Payment against Onsite Services

Payment for the Onsite Services will be done quarterly in arrears at the end of each half year on production of the following:

- a) Invoice for the amount payable half-yearly in arrears.
- b) Quarterly Report for three months submitted to CO within seven days from the end of the previous month.

The Amount against Penalties if any will be recoverable from any payment due to the Vendor.

LIC reserves the right to temporarily withhold payment and impose penalty, if it is not satisfied with progress made during that period or if there is delay in activity timelines.

LIC shall make payments in Indian Rupees (INR) on receipt of invoice, after deduction of penalties and applicable taxes at source from the agreed price to the selected Vendor.



Payment related objections, if raised after 3 months from the date of release of payment would not be entertained . Such objection must be raised in writing.

LIC will not consider any other payment terms event if it is mentioned in the bidder's proposal.

The Amount against Penalties, if any will be recoverable from the payment or from any other payment due to the Vendor or from performance Bank Guarantee.

Incorrect invoices, under/over payment

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

Expenses

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

Executive Director (IT/BPR)



10. Enclosures: Annexures I to XVIII

Annexure I	Covering Letter Format
Annexure II	Minimum Eligibility Criteria and Bidder's Details
Annexure III	Pre-Contract Integrity Pact
Annexure IV	Bank Guarantee Format
Annexure V	Self Declaration Format
Annexure VI A	Project Citation Details
Annexure VI B	Project Experience Details
Annexure VII A	Technical Specifications Format
Annexure VII B	Technical Scoring Criteria
Annexure VIII	Format for OEM Undertaking
Annexure IX	Bill of Quantity Format
Annexure X	Project Plan Format
Annexure XI	Indicative Commercial Bid Format
Annexure XII	Land Border Declaration Format
Annexure XIII	Pre bid Queries Template
Annexure XIV	Online Tendering Guidelines
Annexure XV	Non-Disclosure Agreement Format
Annexure XVI	Bid Securing Declaration
Annexure XVII	Make in India Certificate
Annexure XVIII	Format for Self-Declaration regarding 'local supplier' for Cyber Security Products



Annexure I: Covering letter

To
The Executive Director (IT/BPR)
Life Insurance Corporation of India
IT BPR Department, Central Office
"Jeevan Seva Annexe", 2nd Floor
S.V.Road, Santacruz West, Mumbai – 400054.

Dear Sir,

Having examined RFP Ref: LIC/CO/IT-BPR/DCT/2023-24 dated: 24.05. 2023 RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool ,including all its Annexure, we, the undersigned offer to design, size, procure, install and maintain all the items mentioned in the RFP and the other schedules/ annexures of requirements and services for LIC in conformity with the said RFP Documents in accordance with the schedule of Prices indicated in the Commercial Bid and made part of this Tender.

1. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Documents.
2. If our bid is accepted, we will obtain and submit to LIC the guarantee of a bank in the form prescribed by LIC for a sum equivalent to 3% of the contract value for the due performance of the Contract.
3. We agree to abide by this Tender Offer for 1 year from the date of Tender opening and our offer shall remain binding on us and may be accepted by LIC at any time before expiry of the offer.
4. This bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that LIC is not bound to accept the lowest or any bid that LIC may receive and LIC may reject any bid, or accept or entrust the entire work to any Vendor without assigning any reasons or giving any explanation whatsoever.
7. We certify that we have provided all the information requested by LIC in the format requested for. We also understand that LIC has the exclusive right to reject this offer in case LIC is of the opinion that the required information is not provided or is provided in a different format.

Dated at _____ this _____ day of _____ 2023.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)



RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool
Ref.: LIC/CO/IT-BPR/DCT/2023-24

Dated: 24.05.2023

Annexure II - Eligibility Criteria and Bidder's details

Bidder's Name:

S. No.	Bidder's details	Support Document required	Bidder's response	Reference Page No.
1	Name of the company	Copy of Certificate of Incorporation issued by Registrar of Companies, with full address of the Registered Office of the entity		
2	Type of the Company [Govt/PSU/Pub.Ltd/Pvt ltd/ JV etc]			
3	Address of Registered Office			
4	Year of Incorporation			
5	PAN No. of the Company	Copy of PAN Card		
6	Address for Communication			
7	GSTIN registration number and Date of registration	Copy of GSTIN Certificate		
8	Whether the bidder has a dedicated security practice in operation for over 5 years.	Self-declaration / Undertaking by the bidder on their letter head		
9	Whether the bidder has registered an annual revenue of at least Rs 100 crores in each of the three accounting years preceding the date of release of this RFP.	Certificate in original from the Company CFO/ CS/ CA showing Annual turnover and Profit before tax for last three financial years along with copies of Audited Financial reports/statements	Year /Rs (crores)	
10	Whether the bidder has made profit before tax in the last 3 financial years.		2020-21	
			2021-22	
			2022-23	
11	The bidder should have supplied, installed and implemented minimum of 1000 Data Classification and 100 Data Discovery Tool successfully running in any BFSI organization in India, in the last three financial years	Documentary Proof to be submitted as per Annexure VI A. Date of contract/ PO/ date of Go-Live should be within last three financial years.		
12	Whether the bidder has atleast 3 resources certified for security certifications such as CISA / CISM / CISSP / CEH	Certificate from bidder.		



13	Whether the bidder has either of the following valid certificates:ISO 27001/ ISO 9001/ CMMi Level 3 (or higher)	Latest valid certificates.		
14	Whether the bidder have been black listed by Government of India / Banks / PSU / BFSI / Govt. Organizations in India during last three years.	Self-declaration / Undertaking is to be provided by the bidder on their letter head		
15	Whether the bidder has been barred from participating in bids by LIC for breach of ethical conduct or fraudulent practices as on the date of release of this RFP.	Self-declaration / Undertaking by the bidder on their letter head		
16	Whether the bidder is from a country which shares a land border with India.	Declaration as per Annexure XII to be submitted.		
17	Whether the proposed OEM product is successfully implemented in minimum three organizations for minimum 3000 users in each organization in the last 5 financial years.	Documentary Proof as per Annexure VI A signed by OEM and countersigned by the bidder to be submitted. Date of contract/ PO/ date of Go-Live should be within last 5 financial years.		
18	The bidder (including its OEM, if any) should be Class-I local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020.This condition is for bidders/OEM who are bidding under Public Procurement (Preference) to Make in India	Certificate of local content to be submitted as per Annexure-XVII and Annexure-XVIII		
19	Details of bid processing fee			
	Amount			
	UTR No. And date:			
	Name and address of the issuing Bank:			
20	Authorized signatory details	Copy of the Board resolution authorising the person as a signatory on company's behalf.		
	Name			
	Designation			
	Address for communication			
	Phone No. (Office)			
	Fax No. (Office)			
	Mobile No.			
Email ID				
21	Bidder's contact persons details	Details of the contact person on Company's letter head, signed thereof.		
	Name			
	Designation			
	Address for communication			
	Phone No. (Office)			



	Fax No. (Office)			
	Mobile No.			
	Email ID			
22	Whether the bidder has submitted Annexure V (on bidder's letterhead)?			
23	The bidder should have back to back support and be authorized Gold/Silver/High level partner with OEM for minimum 1 year OEM should have a support centre in India and should provide full support(back to back support) in implementation of the project and during the project period The bidder should have mechanism of providing support to deployed hardware through own resources or through appointed service partners.	A letter of authorization (MAF) to this effect from OEM(s) to be submitted in Annexure -VIII.		
24	Any other relevant information bidder would like to submit, which is not covered in the above points: (Furnish details)			

This is to certify that no correction / modifications have been done in this sheet and the hardcopy matches exactly with the soft copy that is being submitted.

Signature of Bidder/
Authorised Signatory



Annexure III PRE CONTRACT INTEGRITY PACT

(To be submitted on a stamp paper of Rs. 500/- by the bidder and each page to be signed by authorized signatory)

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on the day of the month of 2023 between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at “Yogakshema” Jeevan Bima Marg Mumbai 400021 (hereinafter called the “Buyer” which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the first part And M/s represented by Shri (hereinafter called the “Bidder/ Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the Buyer proposes to procure **RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool** and the Bidder/ Seller is willing to offer/ has offered the stores/ services and

WHEREAS the Bidder is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is performing its function under the LIC Act 1956.

NOW, THEREFORE,

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

Enabling the Buyer to obtain the desired said stores/ equipment/ item/ services at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the Buyer

- 1.1** The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2** The Buyer will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.



- 1.3 All the officials of the Buyer will report to the **“Chief Vigilance Officer”** of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

3. The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
 - 3.3 Foreign Bidders shall disclose the name and address of their Indian agents and representatives in India, and Indian Bidders shall disclose their foreign Buyers or associates.
 - 3.4 Bidders shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/ integrator/ authorized agent of the stores/ equipment/ items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the Buyer or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of



bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- 3.8** The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The Bidder/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Provision of corruption (PC) act. Further, the Bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the Bidder or any of the key personnel of the Bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.

The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.

- 3.13** The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the Buyer.
- 3.14** The Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

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

5. Sanctions for Violations:

- 5.1** Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Buyer to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.



- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (v) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such cancellation/ recession and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vi) To debar the Bidder from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the Buyer.
- (vii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.2 The Buyer will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the Buyer to the effect that a breach of the provisions of this pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitor(s) appointed for the purposes this Pact.

6. Fall Clause:

6.1 The Bidder undertakes that it has not supplied/ is not supplying similar product/ systems/ items or subsystems having same scope of work, payment terms and all other applicable terms and conditions, at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage of Bidding process that similar product/ systems or sub systems/ items was supplied by the Bidder to any other Ministry/ Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

7. Independent Monitors:

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

Name addresses of the Monitors:

1. Shri Rajni Kant Mishra, IPS (Retd.)
Ex. Director General in BSF,
B-1801, Amrapali Sapphire Sector-45,
Noida Pin-201303
Email address: rkm592002@yahoo.co.in
2. Shri Arun Chandra Verma, IPS (Retd.)
Flat No. C-1204,
C Tower, Amrapali, Platinum Complex,



Sector-119, Noida
Email address – acverma1@gmail.com

- 7.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.
- 7.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5** As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the **Executive Director (E&OS), LIC**.
- 7.6** The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.

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

- 7.7** The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8** The Monitor will submit a written report to the **Chairman, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/ Bidder and, should the occasion arise, submit proposals for correcting problematic situations.
- 7.9** If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.



8. Facilitation of Investigation:

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

9. Law and Place of Jurisdiction:

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

10. Other Legal Actions:

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

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Changes and supplements as well as termination notices need to be made in writing.

11 Validity:

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

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

12. The parties hereby sign this Integrity Pact at on

BUYER
Name of the Officer:
Designation:
Department:

BIDDER
CEO:

Witness
1.
2.

Witness
1.
2.



Annexure - IV: Bank Guarantee

This Deed of Guarantee is executed by the _____ (Bank name) (hereinafter referred to as “the Bank”) in favour of Life Insurance Corporation of India, having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai – 400021 (hereinafter referred to as “LIC”) for an amount not exceeding Rs. _____ (Rupees _____ only) at the request of (Vendor’s Name & Address) _____ (hereinafter referred to as the “Vendor”).

Therefore, we hereby affirm that we guarantee and are responsible to you on behalf of the vendor, up to a total amount of Rs. _____ (Rupees _____ only) and we undertake to pay you, upon your first written demand, without cavil or argument, any sum or sums as specified by you within the limit of Rs. _____ (Rupees _____ only).

Whereas _____ incorporated under Companies Act having its registered office at _____ is participating in the RFP Ref: LIC/CO/IT-BPR/DCT/2023-24 dated 24.05.2023 for RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool and is submitting this guarantee as required under the Terms and Conditions of the said RFP.

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

This Bank Guarantee will be valid for a period up to _____ (for a period of _____ months from the date of submission of this guarantee)

The Bank hereby covenants and declares that the guarantee hereby given is unconditional, irrevocable one and shall not be revoked by a Notice or otherwise.

This Guarantee shall not be affected by any change in the Constitution of the Bank or the Vendor.

We hereby confirm that we have the powers to issue this guarantee in your favour under the Constitution and business procedure of the bank and the undersigned is/ are the recipient of authority by express delegation of powers and has/ have full powers to execute this performance bank guarantee.

Dated at _____ this _____ day of _____ 2023

Sealed & Signed by the Bank



**RFP for Supply, Implementation, and Maintenance of Data Classification and
Discovery Tool**

Ref.: LIC/CO/IT-BPR/DCT/2023-24 Dated: 24.05.2023

Annexure V - Self Declaration Format

S. No.	Declaration	Remarks (if any)
1.	We confirm that we have a dedicated security practice in operation for over 5 years	
2.	We confirm that we have _____ number of skilled resources and _____(more than 3) certified for security certifications such as CISA/ CISM/ CISSP/ CEH	
3.	We have the proven capability to perform the entire scope of the assignment without outsourcing the same to any third party.	
4.	Whether the bidder have been black listed by Government of India / Banks / PSU / BFSI / Govt. Organizations in India during last three years..	
5.	Whether the bidder has been barred from participating in bids by LIC for breach of ethical conduct or fraudulent practices as on the date of release of this RFP.	
6.	We confirm that there is no pending litigation which will materially affect our ability to provide the Services under this RFP.	

Details of Litigation(s)

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

1. Party in dispute with :
2. Year of initiation of dispute:
3. Detailed description of dispute:
4. Resolution / Arrangement arrived at (if concluded) :
(B) Under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid.
YES / NO

Place :

Date :

Signature of Authorised person with Company seal

**Annexure VI A: Project Citation Details**

Bidders are required to provide details of relevant experiences in the format given below, highlighting experience of designing and implementing a similar project. Use separate sheet for each citation. Project Citation Details should be given separately for each solution. Approximate Value of the Project must be indicated where the exact value can't be disclosed due to NDA with client. (Example Project Value may be indicated as > 25 Lacs, or > 50 Lacs).

#	Particulars	Details	
1	Name of the Bidder		
2	Citation Serial Number		
3	Name of Project		
4	Name of the Prime Bidder for the Project		
5	Role of the Bidder in the project		
6	Name of Client		
7	Address of Client		
8	Contact Person's Name, Mobile/Tel No and Email-id of the Client		
9	Total Contract Value (Rupees)		
10	Project Start Date:	Purchase Order Date:	Go-Live Date:
11	Whether Project is Live		
12	Whether Site is referenceable		
13	Location of site		
14	a) Name of the Solution b) Name & contact details of OEM		
15	Brief narrative description of Project		
16	Other relevant Information		
Attach Work orders/ Purchase Order/ Certificates specifying "completion" or "satisfactory work in progress"			

Place :Date :

Signature of Authorised person with Company seal



RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool

RFP Ref: LIC/CO/IT-BPR/DCT/2023-24 Dated: 24.05.2023

Annexure VI B - Project Experience Details

(for Projects to referred to Annexure VI A)

Name of the Bidder:

Sl. No	Name of the Client	Date of Purchase Order	Date of Completion of Assignment	Date of Certification (If Applicable)	Name of Project Manager	Contact Person details of the Client (email id and mobile no.)
1						
2						
3						
4						
5						
6						
7						
8						
9						

This is to certify that no correction/ modifications have been done in this sheet

For and on behalf of: _____ (BIDDER)

Authorized Signatory

Name:

Designation: _____

Office Seal: _____

Place: _____

Date: _____

**RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool****RFP Ref : LIC/CO/IT-BPR/DCT/2023-24 Dated: 24.05.2023****Annexure VII A - Functional and Technical Requirements****(In case bidder's response to any of the questions given below is "No", to a Mandatory question the bidder will be treated as disqualified for the bid)**

Sr No	Functional and Technical Requirements	Mandatory(M)/ Non Mandatory(N)	Whether Available (Yes/No)	Bidder's Comments	Ref Page No.	Marks
	General					
1	Hardware components proposed in the Solution should preferably be enterprise class (Servers, Load Balancers, Switches, Storage etc.). Relevant Documentation to be submitted.	M				
2	The bidder should bring in the required Hardware ,load balancer, rack network equipment etc for the solution .Sizing should take into consideration successful running of the solution for period of 5 years . Item wise Bill of material of hardware and software components to be provided by bidder	M				
3	The hardware component of solution should be under warranty for 3 years and AMC for 2 years with back to back support from OEM .The selected bidder shall guarantee a Monthly uptime of minimum 99.90% for the Backend Infrastructure (hardware/software from the date of commencement of the proposed solution.	M				
4	Bidder to provide details of implementation team along with appropriate experience in implementation of similar solutions	M				
5	Bidder has to provide detail of OEM Support - Premium/High/Gold Level support for the solution and MAF/back to back support for all components	M				
6	The Data Classification and Data Discovery software licenses should be perpetual and in warranty during first year and covered under Annual technical support of OEM for next 4 years	M				
	Data Classification and Data discovery Tool solution -					
7	Proposed Solution should be an on premises Data Classification Tool and Data Discovery solution .Specify the name of the solution and OEM of the solution	M				



8	The solution must not be declared End of life during contract period, and should have a roadmap for next 5 years In case OEM declares their product end of life during contract period ,bidder should provide upgraded version of product	M				
9	The solution should be in High Availability at primary site and DR site	M				
10	Solution should be capable for configuring at DC and DR	M				
11	The solution should be able to switch to DR seamlessly	M				
12	The solution should provide high availability seamless DC-DR migrations and vice- versa	M				
13	The solution should be completely on-premises solution	M				
14	The solution should support scalability to meet LIC's future requirements	M				
	The solution should enable the classification should support all mainstream server, desktop ,mobile, tablet and laptop Operating Systems (OS), which include the following					
15	Desktop /laptops -Windows 7,8*,10,11	M				
16	Desktops-RHEL 5.* ,RHEL 7.* and above versions with Open office ,pdf files	M				
17	Server-Windows Server 2012 and above	M				
18	Server -RHEL 7.* and above with web server/application server	M				
19	Server-SUSE Linux	M				
20	Server -IBM Linux, IBM AIX, HPUNIX, Solaris	N				
	The solution should enable the classification should support the following					
21	Open office with base OS RHEL	M				
22	MS Office 2007 onward versions ,pdf files ,Support for scanning all types of file formats like pdf, excel, ppt, word, text files, files without extensions.	M				
23	Support for Email Servers like 0365 Web Mail owa , Exchange server	M				
24	Support for Cloud Environment like AWS S3, Azure, Google Cloud	M				
	The solution should enable the discovery of sensitive data and classification on and should support following DB and file servers					
25	DB-MySQL with base OS -RHEL	M				
26	DB-Oracle with base OS RHEL	M				
27	DB-Oracle-exadata ,with base OS oracle linux(engineered system)	M				
28	DB-SAP HANA DB Server and MS SQL server	M				
29	DB-Email Server-Exchange	M				



30	File Server -Windows OS, Sharepoint (on premise)	M				
31	File Server on cloud -SharePoint-online ,OneDrive and Box.	N				
32	File Server on base OS RHEL	M				
33	Document Management System(Omnidocs) -Scanned Documents	M				
34	Support for scanning all types of file formats like pdf, excel, ppt, word, text files, files without extensions	M				
35	Support to scan compressed files like zip, rar, 7z etc	M				
36	Support for scanning Image files with OCR	M				
37	Support for scanning images inside PDF, Document, PPT etc.,CAD -engineering drawings	M				
38	Support for scanning Audio Files	N				
39	The solution should have the capability to integrate with third party Data Leak Prevention solutions and Data/Information Rights Management Solutions that are available in the market.Details to be given	M				
40	The solution should have the capability to integrate with LIC access control systems PAM and Active Directory,and to integrate with SIEM and to send logs	M				
41	The Solution should provide classification logs inside the classified file and at the centralized repository.	M				
	Classification Features					
42	The solution should be able to classify unstructured data, namely word/excel/PowerPoint/pdf documents and MS Outlook emails.	M				
43	The solution should enable the classification of Word, Excel and PowerPoint documents from within Microsoft Office.	M				
44	The solution should apply meta data tagging for various file formats like document, excel, ppt, pdf, image files, text files etc.	M				
45	The solution shall have capability to send emails from mobile with classification applied for both IOS and Android based mobiles.	M				
46	The solution should be capable of integrating with OpenOffice to classify documents being created with OpenOffice.	M				
47	The solution should enable user can define different Classification labels like public, internal, confidential, restricted etc.	M				
48	The solution should be able to label the documents in Headers/Footers with a preselection capability for either header or footer or both.	M				



49	The solutions should be able to insert metadata tags in the documents and emails which can be read by DLP Solutions.	M				
50	The solution should be able to track initial classification and reclassification events at both document and central logging level.	M				
51	The solution should have the ability to classify based on context based on file attributes, ip, hostname, username etc. for example if finance team is creating a file with "shareholder_data" it should be classified as confidential.	M				
52	The solution should be able to blacklist domains for blocking emails originating out of Microsoft Outlook and also bind certain classification categories with a fixed domain name.	M				
53	The solution should trigger classification for document on Save, Save As, Print etc. and should be configurable using a management mechanism.	M				
54	The solution should trigger classification based on send, reply, forward emails.	M				
55	The solution should provide automated, suggestive and manual classification capability	M				
56	The solution shall have capability to classify multiple documents in one go.	M				
57	The solution shall ensure the enforcement of classification and should not allow user to bypass classification option in the said documents types using MS Office, OpenOffice and MS Outlook, pdf	M				
58	The solution should have capability to detect differential classification between an email and it's attachments and block the email from being sent	M				
59	The solution should detect unclassified documents attached in an email and block the user from sending the email.	M				
60	The solutions should not restrict the number of classification levels required to be created.	M				
61	The solution should have some guidance mechanism while user selects a classification level, to inform the users what is the context of a said classification level as per organization's policy	M				
62	The solution should be capable to deploy and enforcing user based policies.	M				
63	The solution should be able to identify information like Aadhar, Passport numbers, credit card ,insurance policy nformation for automated classification thru either inbuilt capability or should have capability to define regular expressions.	M				



64	The solution should be able to detect keywords as defined by the organization and enforce classification	M				
65	The solution should further allow policies which are based on a combination of keywords and regular expressions.	M				
66	The solution should allow administrators to define own regex for adding capability to detect any new type of regex.	M				
67	The solution should suggest a classification based in content, but should allow user to change the classification if required by taking a justification for the same and recording it in logs.	M				
68	The solution should Apply Rights Management on an outgoing email. Once classification is applied to the email it needs to be secured and only authorized users to get access to the email.	M				
69	The solution should log user activity while users are handling email, documents, and files.	M				
70	The solution should provide context-sensitive help throughout the user interface to support security training and help users select the correct classification and policy remediation options.	M				
71	The solution should have Manual, Automated and Suggested Classification feature	M				
72	User can define different Classification labels like public, internal, confidential, restricted etc.	M				
73	User should be able to set default classification labels for each department	M				
74	Ability to classify based on content like if Credit card or Aadhaar card is identified, tool should automatically classify file as restricted	M				
75	Ability to classify based on context based on file attributes, ip, hostname, username etc. for example if finance team is creating a file with "shareholder_data" it should be classified as confidential.	M				
76	Ability to customize visual marking, header, footer of word, excel, ppt etc.	M				
77	The solution should have Policy Configuration based on Departments and user groups from AD.	M				
78	The solution should have Print Protection: - Prevent user from printing sensitive files and emails.	M				
79	The solution should have Domain Policy: - User can provide the domain list and block sending emails with restricted content and attachment outside of the domain.	M				
80	The solution should have ability for Auto classification files whenever user will download based on content or context	M				



81	The solution should have Ability to set the classification labels based on occurrence of PII data like if a file contains only 1 policy number number it can be marked as confidential for business purpose while more than 5 it should be marked as restricted	M				
82	The solution should have Ability to prevent user from sending attachment without classifying	M				
83	The solution should have Ability to automatically detect PII types in email body attachment and subject based on classification policy	M				
84	The solution should have Ability to prevent user from sending attachment with confidential or restricted content to outside domain based on policy	M				
85	The solution should have Auto classification based on user roles like if Mail is sent from specific dept/mail id then it should be classified as Confidential.	M				
86	The solution should have ability User will be warned if they are trying to send any sensitive data over mail. They need to provide justification before sending. These events will be logged and triggered over mail based on requirement.	M				
87	The solution should Provide default classification department wise like if anyone from HR team has sent mail mark as internal for HR purpose.	M				
88	The solution should have Ability to prevent user from downgrading the classification labels for certain department and users like finance head can downgrade , but finance ops can not.	M				
89	The solution should support hierarchical and conditional classification fields, so that the appearance of a sub-field is conditional on the value selected in the higher-level field. For example, when a user selects "Restricted," a sub-field is presented with a list of departments including "Office use", "Branch use", "P&IR" etc.	M				
90	The solution should support icon overlays to identify the classification of files in File Explorer.	M				
91	The solution should provide tooltips, classification descriptions, and help page links to assist users with classification policy.	M				
92	The solution should support the creation of unlimited custom metadata for interoperability (Department, PII type, Document category, PII count etc.), including custom X-headers.	M				
93	The solution should support customizable visual markings in email and documents (e.g. font (name/size/features), size, colour, and content).	M				



94	The solution should support the ability to quarantine files stored inappropriately, flag files for follow-up, or take action based on results of the scan. This may include quarantine, delete, encrypt through 3rd party encryption tools, etc.	M				
95	The solution should provide the ability to attach metadata to information objects, which can be leveraged by e-discovery solutions.	M				
96	The solution should provide the ability to write tags which can be read by DLP solution	M				
Data Discovery						
97	The solution should generate metadata for all file types, including persistent, embedded metadata for many non-Office files, including PDF, Visio, Project, images, and multimedia files.	M				
98	The solution should have Remediation Options like Truncate, Mask/Redact, Delete for files and	M				
99	The solution should have Data Discovery for file shared for both SMB and NTFS protocol	M				
100	The solution should have The solution should have Quarantine/ Safe Folder to move sensitive data stored in an un-protected location to a secure location	M				
101	The solution should have ability of Quarantine encryption of files to local folders	M				
102	The solution should have Ability to discover host in a network along with OS details and multiple targets with domain name, keys or passwords.	M				
103	The solution should have Ability to upload /scan targets in bulk from excel files.	M				
104	The solution should have Password vaults for to authenticate different targets so that admin does not have to enter passwords multiple time for agent less scans and database scans	M				
105	The solution should have Auto Pause and Resume option. Scan can be automatically paused or resume every day based on peak hours where more loads are in servers.	M				
106	The solution should have Ability to add targets based on IP and hostname for dynamic environment	M				
107	The solution should have Support various PII types like Aadhaars card, Pan Card, Driving license, National ID of different countries ,Policy numbers	M				
108	The solution should have Support for multiple privacy regulations like Indian Data Protection(Draft bill) etc. mandatorily and preferably for GDPR, CCPA, LGPD,	M				
109	The solution should have Ability to tag files for for classification for agent based and agent less discovery	M				
110	The solution should have AI/ML capability to reduce false positives	M				



111	The solution should have Pre trained AI models to identify images with Aadhaars Numbers, Credit cards , PAN Card, Password, Driving licenses of different states.	M				
112	The solution should have Self Trained AI Model where user can upload any kind of images and discover and classify similar kind of images	M				
113	The solution should have Scheduling automated scans with out user intervention - daily, weekly, monthly, quarterly etc	M				
114	The solution should have Full scan , Incremental scan and specific date scan. Only those file will be scanned which are modified after previous scan, if user will chooses incremental scan. This will help to reduce the time to discover sensitive data in subsequent scans.	M				
115	The solution should have Ability to identify sensitive data in data bases - which tables , which columns contains sensitive data	M				
116	The solution should have Ability to view the actual file data or table from the centralized console to validate the results easily	M				
117	The solution must have the capability to Discover, Classify and Protect the documents and emails without any user intervention	M				
118	The solution must have ability to assign classification level to discovered data elements according to policy	M				
119	The solution must have the capability to do analysis(discovering sensitive data) Based on Compliance requirement (PII, PHI, etc.)	M				
120	The solution must have the capability to do analysis(discovering sensitive data)Based on file types (MS-office, pdf's, TXT files,XML,HTML,JPEG,Compressed file's etc.)	M				
121	The solution must have the capability to do analysis(discovering sensitive data) along with host details.	M				
122	The solution must have the capability to do analysis(discovering sensitive data) based on Current Classification Level and to suggest classification.	M				
123	The solution must have the capability to do analysis(discovering sensitive data) along with the User Permission on the sensitive data.	M				
124	The solution must have the capability to Delete the sensitive data as a Remediation action if required.	M				
125	The solution must have the capability to move the sensitive data as a Remediation action if required.	M				
126	The solution must have the capability to replace the sensitive data as a Remediation action if required.	M				
	Dashboard & Reporting					
127	The Solution should be managed via a centralized management console.The solution should have capability to manage the complete solution from a central web console	M				



128	The Management console should have role based access and should integrate with Active directory /LIC's Privilege Access Management system for login access	M				
129	The solution should provide built-in reports and dashboards to analyse user behaviour and system health.	M				
130	The solution should provide a pre-built starter set of reports for the reporting database (in Excel) and Views and documentation to enable customers to write their own reports.	M				
131	The solution should provide a built-in dashboard for reviewing data classification scanning results for user activity, deployment.	M				
132	The solution should provide role based access for administrators, compliance teams where anyone other than administrators may not have access to full console.	M				
133	The solution should provide Customizable dashboard to create multiple dashboards based on user requirements.	M				
134	The solution should provide Dashboard to provide discovery overview like how many targets completed scans every quarter vs not completed, Remediation taken etc.	M				
135	The solution should provide Dashboard to provide classification alerts based on timeframe	M				
136	The solution should provide Dashboard to identify which events triggered the classification policy warning like if user is sending a restricted document over mail, trying to print restricted document etc.	M				
	Deployment, Installation & Updates					
137	The solution should be capable for centralized deployment of the solution components on all network systems and it should be capable to get machine inventory from AD to perform deployment.	M				
138	The solution should provide Easy deployment of agents with support of Active Directory	M				
139	The solution should have a capability to deploy, upgrade, uninstall the component without the use of any 3rd party software	M				
140	The solution should provide Minimal impact for end points. User should be able to choose low, medium and high usage for agents	M				
141	The solution should provide Auto update features for agents. User should be able to push the agents automatically after every release.	M				
142	The solution should be able to send policy and further changes to the clients without any need or intervention of a 3rd party software.	M				
143	The solution should have capability to deploy policies basis users, machines, groups etc.	M				
144	The unavailability of a management component/ server in no way shall impact the functioning of a client	M				



145	The solution should cache configurations locally for offline use.	M				
146	The solution shall deploy the client in the background and shall have no interface with the end user on whose PC the solution is being deployed. Same shall be applicable for upgrades, updates and uninstallation.	M				
	Total 146 marks ,minimum required marks is 70% of 146 =102 and all mandatory points should be complied .Compliance should be demonstrated in presentation/demo/POC					
	Note: Available carry one mark and Not available carry zero mark.					
	Declaration: We hereby confirm that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our tender is liable to be rejected.					
	Date with seal: _____ Signature _____					
	Name : _____ Designation: _____					

**RFP for Supply, Implementation, and Maintenance Data Classification and Data Discovery Tool****RFP Ref : LIC/CO/IT-BPR/DCT/2023-24 Dated: 24.05.2023****Annexure VII - B : Technical Capability Criteria**

Technical Capability Criteria		Points		
S No	Criterion	Item	Value	Marks
1	Average annual revenue for the last 3 Financial Years(Eligibility Criteria(EC) Rs 100 Cr ;	revenue(>500 Cr)	15	
		revenue(151-500 Cr)	10	
		revenue(100-150 Cr)	5	
2	Partnership of bidder with proposed Data Classification and Data Discovery tool Solution OEM(Gold/High /Silver) minimum 1year ;	Gold/High and > 5yr	15	
		Gold/High and > 1 to 4.9 yrs	10	
		Silver and 1 year	5	
3	Total implementation (1000 users from minimum 1 implementations in India;	> 5000 to 10000 users and 4 and above implementations	15	
		> 1000 to 5000 users and 2 to 3 implementations	10	
		1000 users and 1 implementation	5	
4	Installed Data Classification and Data Discovery tool Count(in a Single Installation)	>25000 to 50000	15	
		>10000 to 25000	10	
		10000	5	
5	Availability of employees certified by OEM/having security related certification and experienced in implementing the proposed solution (list with names /qualifications to be provided)	> 25	15	
		>15 to 25	10	
		5 to 15	5	



6	Experience in Security Practice especially in Data Flow mapping	4 and above implementations	15
		2 to 3 implementations	10
		1 implementation	5
7	The bidder having experience in implementation and maintenance the proposed Data Classification Tool	> 7yr	10
		> 3 to 6.9 yrs	5
		1 to 3 yr	2.5
Total Marks 100 ,Minimum marks required is 70% of 100 =70 marks			
Marks Scored by bidder in VIIB Technical scoring criteria			



Annexure - VIII

Statement of Undertaking from OEM

<To be provided on letterhead of OEM>

The Executive Director (IT/BPR)
Life Insurance Corporation of India
IT BPR Department, Central Office
"Jeevan Seva Annexe", 2nd Floor
S.V.Road, Santacruz West, Mumbai – 400054.

Dear Sir,

Sub: Statement of Undertaking from OEM

Ref: RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool Ref: LIC/CO/IT-BPR/DCT/2023-24 Dated: 24.05.2023.

We, the undersigned OEM, having read and examined in detail all the bidding documents in respect of the above mentioned RFP in respect to our product offered/ supplied by the bidder, and as a gesture towards our commitment for continued support for our product/ solution do hereby declare as under;

1. We confirm that we would support the installation, commissioning, integration and maintenance of _____ supplied to the Life Insurance Corporation of India (herein referred to as "LIC")
2. We hereby confirm that resolution of all problems and issues reported to us in fulfillment of the above mentioned Bid would be undertaken by us on priority basis.
3. We hereby confirm that for the product being supplied to LIC, we shall support the same for a minimum period of 5 years/ entire duration of the contract, from the date of its acceptance by LIC. If the same is de-supported by us for any reason whatsoever, we undertake to replace it with an equivalent or better substitute that is acceptable to LIC, without any additional cost to LIC.
4. We hereby agree to make available all new releases, versions, patches, updates and/ or bug fixes for the product, from time to time at no additional cost to LIC.
5. We hereby confirm that our partner _____ (the bidder for this bid) is a Premium/Gold/Silver/High/_____ level partner for the last _____ years and possesses the necessary capability and training required to support our product.
6. In case of any dissatisfaction or default on part of our partner _____ (the bidder for this bid) in providing the level of support desired by LIC, we agree to continue to extend the required support.



7. In case of any change in our arrangement or terms of agreement with our partner _____ (the bidder for this bid) for providing product support, we agree to maintain the desired level of support.

(Hardware OEM)

8. We also extend our warranty , back to back service support and assurance of availability of our equipment, their components and consumables as per terms and conditions of the RFP, to M/s_____ for the duration of the contract.

We hereby confirm that this undertaking is made in good faith and the aforesaid declarations are binding on us for the entire term of contract under the aforementioned bid.

Yours faithfully,

(Signature)

For and on behalf of: _____ (Name of OEM)

Authorised Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____



RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool

RFP Ref: LIC/CO/IT-BPR/DCT/2023-24 Dated: 24.05.2023

ANNEXURE IX - Bill Of Quantity

Name of the Bidder:

The description should also contain hardware and software license details for the solution. The software license includes: Operating Systems, Database, Applications.

S.No.	Item Number	Item Description	Quantity	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Place :

Date :

Signature of Authorised person with Company seal

**RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool****Ref.: LIC/CO/IT-BPR/DCT /2023-24 Dated: 24.05.2023****Annexure X - Project Plan**

In this section bidder should propose the main activities of the project, their content and duration, phasing and interrelations, milestones of the deliverables. The project plan should be consistent with the Delivery Schedule.

Sl. No	Details required from bidder	Bidder's response
1	Provide detailed information on proposed methodology/approach for Data Classification Discovery Tools as per LICs requirements.	
2	The methodology section should adequately address the following stages of the project:	
3	Study of the existing set up of DC and other locations as per Scope	
4	Project Plan Development	
5	Delivery of Hardware and software Licenses	
6	Data Flow mapping of various departments in Central Office and their verticals	
7	Implementation of hardware and software	
8	Go live	
9	Post Implementation Hands on Training for LIC Team by the OEM.	
10	Project management activities	
11	Frequency and approach for periodic reporting on the Progress of the project and actual status vis-à-vis scheduled status	

No.	Activity	Dependency	Calendar weeks			
			1	2	3	..n

**Sign of
authorized
person/Company
Seal**

Place:**Date:**



Annexure XII: Land Border Declaration

The Executive Director (IT/BPR)
Life Insurance Corporation of India
IT BPR Department, Central Office
"Jeevan Seva Annexe", 2nd Floor
S.V.Road, Santacruz West, Mumbai – 400054.

Dear Sir,

Re: **RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool**

RFP Ref: LIC/CO/IT-BPR/DCT/2023-24 dated: 24.05.2023

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

I certify that _____ (bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that _____ (bidder) fulfils all requirements in this regard and is eligible to be considered for this RFP.

Dated at _____ this _____ day of _____ 2021.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)



Annexure XIII - Pre- Bid Queries

Name of the Bidder:

Date:

Sr.No.	RFP Document Reference (Section & Page Number)	Clause (in brief) of RFP requiring clarification (S)	Brief Details / Query in reference to the clause



ANNEXURE XIV - Online Tendering Guidelines Information and Instruction to the Bidders for using ONLINE ELECTRONIC TENDERING SYSTEM (e-TS)

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

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

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

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

Obtaining a Digital Certificate and its Usage:

- On e - Tendering System, the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into



coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.

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

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

Help Desk Contact Details
E-mail& Mobile Numbers
sushant.sp@antaressystems.com: +919731468511
lokesh.hr@antaressystems.com -- +91 9686115304

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

user and that a fresh digital certificate is procured and issued an “Authorization Certificate for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.

The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

- Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website) through <http://www.tenderwizard.com/LIC>.

Submission of Tender Fees: (When Applicable)

- Bidders, except Micro and Small Enterprises (MSEs), shall submit the Bid Price (non-refundable) to Life Insurance Corporation of India using NEFT (“Bid Processing fee”). The Bidder shall upload a scanned copy of the receipt evidencing payment of the Bid processing fee to LIC at the time of e-submission of the Bid and send email to dct.bid@licindia.com on the date of remittance of Bid Processing fee with UTR transaction number, date of transaction through online/NEFT mode.
- The scanned copy of the receipt evidencing payment against Tender Fees should be uploaded mandatorily during “Bid Hash Submission” stage (as per the due date mentioned in Key Dates of e-Tender)
- If the tenders are cancelled or recalled on any grounds, the tender document fees will not be refunded to the agency.

Submission of Earnest Money Deposit: (When applicable)

- Contractors have to deposit EMD of required amount in the form of BANK GUARANTEE of any of the Nationalized / Scheduled Banks drawn in the favour of the “Life Insurance Corporation of India” payable at “Mumbai” only, and not in the favour of any other Authority or Location.
- A scanned copy of Bank Guarantee against EMD should be uploaded mandatorily alongwith Bid submission stage (as per the Key Dates mentioned in e-Tender and Tender document) and original Bank Guarantee(B.G) should be submitted to the Executive Director (IT/BPR), Central office, Life Insurance Corporation of India, ‘Jeevan Seva Annexe ,S V Road ,Santacruz West, Mumbai - 400054 in the sealed envelope within the time &date as mentioned in Key Dates of e-Tender, otherwise your BID will not be evaluated / scrutinized.
- Refund of Earnest Money Deposit to the unsuccessful bidders will be made through RTGS/NEFT or Guarantee returned as applicable.

Tender Download:

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



Submission of online bids:

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

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

Opening of Tender (Electronic offers):

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

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



Annexure – XV : Non-Disclosure Agreement

(No deviations in wordings permitted)

(To be executed over Rs.500 Stamp/ Franked paper & notarized)

This Non-disclosure Agreement (“NDA”) is made and entered into this __ day of _____ in the year Two Thousand and Twenty One (2023)

BY AND BETWEEN

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 Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai –400021

AND

<Company Name> a company incorporated under the laws of Indian Companies Act 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) ,**RFP for Supply, Implementation, and Maintenance of Data Classification and Discovery Tool**

Ref: LIC/CO/IT-BPR/DCT/2023-24 Dated: 24.05.2023, the Respondent may be gathering information on LIC’s Business/ Operations, certain proprietary information such as technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., (“Proprietary Information”) indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

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



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

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/ commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party.

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 configuration onsite shall be the sole property of LIC and shall be treated with the same degree of confidentiality as that 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 consortium partners should not make public announcements/ comments on any website/ or issues any media statements about the LIC, RFP or RFP process.



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 unauthorized 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 permission from LIC.

The Respondent shall ensure that their employees will not disclose any information of LIC 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. Use of such property or licenses without the permission of LIC is strictly prohibited and the respondent will ensure that any of its employee or representative does not violate this condition, and even in the case when they cease to have any relationship with respondent.

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.

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

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

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

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

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

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 prescribed herein above with shall comprise of a three members Arbitral Tribunal, one of each will be appointed by either party and both appointed Arbitrator by either party will appoint the 3rd Arbitrator who will act as a Presiding Arbitrator. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction of Mumbai High Court. 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>

Authorized Signatory

Name:

Designation:

Office Seal:



Annexure XVI: Bid Securing Declaration

The Executive Director (IT/BPR)
Life Insurance Corporation of India
IT BPR Department, Central Office
"Jeevan Seva Annexe", 2nd Floor
S.V.Road, Santacruz West, Mumbai – 400054.

Dear Sir,

Re: RFP for Supply, Implementation, and Maintenance of Data Classification and
Discovery Tool

RFP Ref: LIC/CO/IT-BPR/DCT/2023-24 dated: 24.05.2023

We the undersigned, declare that:

We understand that, according to LIC's conditions, bids must be supported by a Bid Securing Declaration.

We accept that we may be disqualified from bidding for any contract with you for a period of five years from the date of notification, if we are in a breach of any obligation under the bid conditions, such as

- a) Withdrawal, modification/ amendment, impairment or derogation from the tender, during the period of bid validity.
- b) Having been notified of the acceptance of our bid, during the period of bid validity,
 - (i) Fail or refuse to execute the contract, or
 - (ii) Fail or refuse to furnish the Performance Security.

We understand that this Bid Securing Declaration shall cease to be valid if we are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful bidder, or (ii) thirty days after the expiration of the validity of the bid.

Dated at _____ this _____ day of _____ 2023.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)



Annexure -XVII

Make in India Certificate

Bidder's Reference No. _____

Date.....

To,

The Executive Director(IT/BPR)

Sub: RFP for Supply, Installation, Implementation, and Maintenance of Data Classification and Discovery Tool.

Ref: LIC/CO/IT-BPR/DCT/2023-24

Dear Sir/Madam,

(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____% against LIC Tender No..... dated..... We qualify as a _____ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: _____.

2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:
Bidder]
Date:

[Signature of Authorized Signatory of
Name:
Designation:
Seal



Annexure XVIII

**Format for Self-Declaration regarding 'local supplier' for Cyber Security Products
(Should be submitted on Non judicial stamp paper)**

**SUB: RFP for Supply, Implementation, and Maintenance of Data Classification and
Discovery Tool**

Ref: Ref: LIC/CO/IT-BPR/DCT/2023-24 dated 24.05.2023

This is to Certify that the organization _____ registered as _____ with
registration number _____ do hereby solemnly affirm and declare as under:

That we agree to abide by the terms and conditions of the Notification issued by Ministry of
Electronics and Information Technology (MeitY), Government of India no:

_____ dated _____

That the information furnished hereinafter is correct and we undertake to produce relevant
records before the procuring entity or any other authority so nominated by the Ministry of
Electronics and Information Technology (MeitY), Government of India for the purpose of
establishing ownership of the Intellectual Property Rights(IPR), legal existence and revenue
accrual, local content for the cyber security products nominated by the aforesaid
organization.

That all IPR which constitute the said cyber security product has been verified by us and we
are responsible for the correctness of the claims made therein and we take complete
responsibility of the same.

We agree to maintain all information regarding our claim(s) for IPR ownership, legal
existence and revenue accrual, local content in the organization's record throughout the
existence of the product and shall make this available for verification to any authorities
specified by Government of India.

In case of any change in the IPR ownership, legal existence and revenue accrual, local
content we will be accountable to inform Ministry of Electronics and Information
Technology, Government of India within one week or before applying for any public
procurement or before referring this order for taking any advantage which so ever occurs
first.

That in the event of the cyber security product mentioned herein is found to be incorrect
and not meeting the prescribed norms, based on the assessment of an authority so
nominated by the MeitY, Government of India and we will be liable as under clause 7 (f) of
Public Procurement (Preference to Make in India) Order 2019 for cyber security product.

1. Name and details of the organization nominating product under this order

(Registered Office, Manufacturing unit location, nature of legal entity)

2. Entity Registration Certificate number

a) Type of registration



3. Date on which this certificate is issued
4. Percentage of Royalty/License fee to be paid to other entity with respect o estimated cost of the product
5. Name and contact details of the unit of the manufacturer

For and on behalf of (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<insert Name, Designation and Contact No. and date>



Annexure XI -Indicative Commercial Bid format

Enclosed as excel format