

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



**REQUEST FOR PROPOSAL (RFP)
FOR**

Internet Leased Link with DDoS Protection

[Ref: LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated: 22/06/2023]

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

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Section-A : INTRODUCTION

1. Definitions :

LIC	Means without limitation the “Life Insurance Corporation of India” (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Corporate Office at “Yogakshema”, Jeevan Bima Marg, Mumbai - 400 021.
Agreement	The contracts signed between the LIC and the Selected vendor and all the attached documents. The “Agreement” includes the RFP, subsequent modifications to the RFP, response of the selected vendor to the RFP and the contract document itself.
Authorized Signatory	The person Authorized by the company’s Board/ Managing Director/ Director for signing the bid documents on behalf of the company
Acceptance of Tender	Means the letter/fax/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.
Bid	The Bidder’s written submissions in response to the RFP signed by his Authorized signatory
Bidder/Vendor	Means the Firm or the company participating in this RFP / Tender.
Contract	An Agreement signed between the LIC and the Selected vendor and all the attached documents. The “Agreement” includes the RFP, subsequent modifications to the RFP issued by LIC, response of the selected vendor to the RFP and the agreement document itself.
Cost of Hardware / Software item	Cost of the Hardware and its peripheral /Software quoted by bidder should be inclusive of all the charges/duties/levies etc. but, Exclusive of VAT/CST/GST/Octroi/ Entry Tax/LBT and Service tax (for software) etc.
Clarifications	Means Addenda, corrigenda and clarifications to the RFP
Day	Calendar Day
L1 quote	Lowest price discovered through Commercial Bid <u>and/or</u> through Online Reverse Auction
L1 Bidder/Successful bidder/Vendor	Means the Bidder who is found to be the L1 (lowest) bidder after the evaluation of commercial bids.
H1 Bidder	Bidder with H1 (highest) quote
Order/PO	Means the purchase order issued in favour of the selected bidder.
Contract Value	The value of lowest commercial bid made by the successful vendor during online reverse auction and/or price negotiation if applicable.
“Solution”/ “Services”/ “Work”/ “System”/ “IT System”	Means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the implementation/ development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training and other obligation of the Supplier covered under this RFP.
Working Day	Shall be construed as a day excluding Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies or State Governments or Central Government of India as applicable to the concerned LIC office.
Eligibility Bid	This tender process is based on two bid procedure (Technical and Commercial). Eligibility conditions are used in this tender in lieu of empanelling process. Where the words “eligibility bid” appears the same should be read and understood as “response to eligibility conditions criteria”.

2. Abbreviations:

Abbreviation	Description	Abbreviation	Description
#	Serial Number	LLB	Link Load Balancer
AD	Active Directory	LLD	Low Level Diagram
APNIC	Asia Pacific Network Information Centre	MEC	Minimum Eligibility Criteria
AS (IT/BPR)	Assistant Secretary (IT/BPR), LIC	MSA	Master Service Agreement
ASN	Autonomous System Number	NDA	Non-Disclosure Agreement
BFSI	Banking Financial Services & Insurance	NGFW	Next Generation Firewall
BG	Bank Guarantee	NI ACT	Negotiable Instrument Act
BGP	Border Gateway Protocol	NIXI	National Internet Exchange of India
BPR	Business Process Reengineering	NOC	Network Operations Center
CCA	Comptroller of Certifying Authority	NPV	Net Present Value
CD	Compact Disk	OEM	Original Equipment Manufacturer
CO	Central Office	OPEX	Operational Expenditure
CST	Central Sales Tax	ORA	Online Reverse Auction
CV	Curriculum Vitae	PBG	Performance Bank Guarantee
DC	Data Centre	PO	Purchase Order
DD	Demand Draft	POC	Proof of Concept
DDoS	Distributed Denial of Service	POP	Point Of Presence
DOS	Denial of Service	PSU	Public Sector Unit
DOT	Department of Telecommunications	RFP	Request for Proposal
DR	Disaster Recovery	RW	Read Write
ED (IT/BPR)	Executive Director, Department of Information Technology /BPR	SDM	Service Delivery Manager
EMD	Earnest Money Deposit	SIEM	Security Information & Event Management
EMS	Event Monitoring Service	SLA	Service Level Agreement
GOVT	Government	SOC	Security Operation Center
GST	Goods and Services Tax	SOW	Scope of Work
HA	High Availability	SPOC	Single Point of Contact
HLD	High Level Diagram	SSL	Secure Sockets Layer
INR	Indian National Rupee	TAC	Technical Assistance Center
IP	Internet Protocol	TOC	Tender Opening Committee
ISP	Internet Service Provider	TRAI	Telecom Regulatory Authority of India
IT	Information Technology	UASL	Unified Access Service License
L1	Level 1	VAT	Value Added Tax
L2	Level 2		
ILL	Internet Leased Link		
LIC	Life Insurance Corporation of India		

3. Invitation to Bid

The Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (**XXXI of 1956**) and having its Corporate Office at “Yogakshema”, Jeevan Bima Marg, Mumbai –400021, hereby invites sealed tenders (*hereinafter referred to as “Bids”*) in two bid system, to this Request for Proposal (“RFP”) from all eligible bidders to provide Internet Leased Link with DDoS Protection at four Data Centers of LIC (three in Mumbai and one at Bangalore) for a period of FIVE (5) years. LIC may order for additional setup at different location/s.

4. Activity Schedule

RFP Reference	LIC-CO/IT-BPR/FW/RFP/2023-24/01
Release of RFP	22/06/2023
Bid Processing Fee	Non Refundable fee of Rs.10, 000/- + GST (Currently 18% GST). Total 11,800/- (<i>Rupees Eleven Thousand Eight Hundred Only</i>) by way of Demand Draft drawn on any nationalized Bank/scheduled bank, in favour of “Life Insurance Corporation of India”, payable at Mumbai. Bid Processing Fee 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
Pre-bid queries on the RFP (through e-mail) :	Any query related to the RFP/Bid should be sent through e-mail on firewallbid@licindia.com latest by 29/06/2023 (by 3:30 PM)
Pre-Bid Meeting	03/07/2023 11:00 AM at the address given below
Last Date for Bid Submission	12/07/2023 latest by 3:30 PM
Eligibility and Technical Bid opening date & time	12/07/2023 at 4:00 PM
Earnest Money Deposit (EMD)	By way of BG : Rs.25,00,000 (Rupees Twenty Five Lakhs) 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.
Commercial Bid opening date & time	Will be intimated to the Technically qualified Bidders at a later date.
Address of Communication/Receipt/submission/opening of Bids	The Executive Director (IT/BPR), LIC of India, Central Office, IT/BPR Department, 2 nd Floor, Jeevan Seva Annexe Building, S.V. Road, Santa Cruz (W), Mumbai – 400 054
Contact details	Secretary (IT/BPR) Telephone No.: 022 – 67090462 / 67090439 E-mail ID: firewallbid@licindia.com
Web page Address	Please refer to the Tenders Section of http://www.licindia.in
Note: All Demand Drafts should be drawn on Nationalized/Scheduled bank in favour of “LIC of India” payable at Mumbai	

The above schedule is tentative only and subject to change. Any changes will be notified through website. The formulation of the Evaluation criteria, the conduct of the evaluation of the responses to the RFP and the subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC and its decision shall be final and no correspondence seeking clarifications on the decision shall be entertained.

5. **Current Setup:**

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

- ❖ Corporate Office (also called as Central Office) : Mumbai
- ❖ Zonal Offices: 8 (CZO-Bhopal, EZO-Kolkata, SZO-Chennai, SCZO-Hyderabad, NCZO-Kanpur, NZO-Delhi, WZO-Mumbai, ECZO-Patna)
- ❖ Zonal training centers: 9 (Bhopal, Kolkata, Guwahati, Chennai, Hyderabad, Agra, Gurgaon, Pune and Jamshedpur)
- ❖ Management Development Centre: 1 (Mumbai)
- ❖ Divisional Offices: 113 offices spread all over the country
- ❖ Pension & Group Scheme Units : 72 offices spread all over the country
- ❖ Branch Offices: 2048 offices spread all over the country.
- ❖ Satellite/other Offices: More than 1400 offices spread all over the country.

6. **Present Technical Environment:**

LIC is presently having three Data Centers in Mumbai, with a DR in collocated data center at Bangalore. The Internet outbreaks are provided from the Data Centers in Mumbai. The Internet Leased links are procured from multiple service providers. LIC has a DDoS mitigation system at one of its Data Centers in Mumbai. LIC does not own any Public APNIC IPs.

7. **Brief on the Scope of Work:**

LIC would like procure two dedicated (1:1 uncompressed, unfiltered, burstable and unshared) Premium Internet links of 500Mbps bandwidth with dual last mile (from different POPs for redundancy) with scrubbing facility (Comprehensive DDoS protection) from the Internet Service Providers (ISPs) and two dedicated (1:1 uncompressed, unfiltered, burstable and unshared) Premium Internet links of 100Mbps bandwidth with dual last mile (from different POPs for redundancy) with scrubbing facility (Comprehensive DDoS protection) from the Internet Service Providers (ISPs) at its four Data Centers with Internet outbreak in line with the best practices being followed in the financial institutions across the world today. This solution would need to be implemented and managed by the bidder to provide optimum uptime and security to the organization.

Providers (ISPs) (the terms 'ISP' and 'Bidder' are used interchangeably in this document). These links, with DDoS protection, are to be procured at the four Data Centers (three in Mumbai and one at the collocated Data Center at Bengaluru).

Detailed scope of work for each area is mentioned in the respective sections

Section-B: ELIGIBILITY CRITERIA

1. Minimum Eligibility Criteria (MEC) :

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

S. No	Eligibility Conditions	Documentary Evidence Required
1	a) The bidder should be a registered entity in India. or b) A company/statutory body owned by Central/State Govt.	a) Certificate of incorporation/registration b) Valid GST registration certificate Note: For Statutory bodies/Govt. undertakings proof of ownership by Authorized personnel. Any other documentary proof supporting the claim shall be accepted at the discretion of LIC.
2	The bidder must be a Tier – I provider and Category-A (class-A)/UASL license holder from DoT, Government of India.	Copies of the license to be provided along with self-attestation by the authorized signatory with company seal/any other document supporting the condition
3	The bidder should produce the validity of TRAI license with documentary proof and or DOT license to operate International gateways.	Copies of the license to be provided along with self-attestation by the authorized signatory with company seal/any other document supporting the condition
4	The bidder should be a Telecom Service Provider and should have a valid Indian Government License to provide National Long Distance services in India.	Copies of the license to be provided along with self-attestation by the authorized signatory with company seal.
5	The ISP should have its own International Internet Gateway (not applicable to Government bodies)	Any document supporting the condition or self-declaration by the authorized signatory.
6	The bidder should be a member of National Internet Exchange of India (NIXI) and shall be peering (IPv4 and IPv6) with NIXI.	Copy of the membership certificate / Billing invoice. Bidder may provide the printout of members list on NIXI website as evidence of membership. Such printout must be stamped and signed by the authorized signatory.
7	The bidder Must possess certification such as TL 9000/ISO 27001 or similar certification.	Copies of the certificate to be provided along with self-attestation by the authorized signatory with company seal.
8	The ISP should have successfully commissioned a minimum of one 500 Mbps and above Premium Internet Links during the last 3 years to at least one large reputed Financial Institutions / Central Govt. Organization within India.	Purchase orders or any other documentary proof supporting the claim. Annexure - V
9	The ISP should have successfully commissioned DDoS mitigation solution, during the last 2 years for at least one large reputed Financial Institutions / Central Govt. Organization within India.	Purchase orders or any other documentary proof supporting the claim.
10	The bidder should have registered an average turnover of Rs.25 Crores or above during the last three financial years preceding the date of this RFP.	Copy of the audited Balance Sheets and / or Certificate of the Chartered Accountant for the preceding three years (i.e. 2020-21, 2021-22 and 2022-23)
11	The ISP should have its own full-fledged office and Technical support center / NOC in India	Any documentary proof supporting the claim.
12	Client references of customers for whom the Bidder has executed DDoS mitigation solution, (Start and End Date of the Project to be mentioned) in the past two years, and which will be running as on the date of submission of the bid.	Purchase orders or any other documentary proof supporting the claim. Annexure - V

	Contact details (email/landline/mobile) will have to be provided by successful bidder.	
13	Bidder must have Disaster Recovery (DR) arrangement & support infrastructure for the SOC and BCP in place.	Document on DR arrangements / An undertaking to submit DR document within two months of date of first purchase order.
14	The bidder should not have been blacklisted / debarred for Corrupt and fraudulent practices by Govt. organizations.	Self-Declaration as per Annexure – IV
15	Integrity Pact duly filled and signed	Proforma attached as Annexure XVI
16	Submission of MAF duly filled and signed	Proforma attached as Annexure XII

Note- All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

2. List of enclosures with Eligibility bid:

The Eligibility bid document should contain the following:

- a) Bid processing fee, in form of Demand Draft of Rs.11, 800/-.
 - b) Letter for Authorized Signatory.
 - c) Covering letter, application form and details asked as per Annexure-I and II.
 - d) Copy of Certificate of registration/incorporation.
 - e) Copy of GST registration certificate.
 - f) Attested & authenticated copies of audited Balance sheets for the last three financial years preceding the date of this RFP. *(Please do not attach annual report booklets).*
 - g) Self-declarations as per Annexure-III
 - h) Declaration about non-blacklisting as per Annexure-IV
 - i) Documentary evidence like certificate from customers or copies of Purchase Orders etc. or certificate as per Annexure-V
 - j) EMD: Rs. 25, 00,000/- (Rupees Twenty Five Lakhs only) in form of a Bank Guarantee as per Annexure-VI. The EMD should be submitted with the bid within the stipulated time failing which the bid shall be rejected.
 - k) Soft copy of the entire eligibility-bid document and all supporting documents on one READ-ONLY CD/DVD/Pen Drive.
 - l) Pre-contract Integrity Pact as per enclosed format. (Annexure –XVI)
 - m) MAF from OEM as per enclosed format (Annexure- XII)
- This list is not exhaustive but only indicative. The bidder should refer to the bid document for all requirements to be submitted with the eligibility bid. The annexures should be as per format only. The bid may be rejected in case of non-adherence to above instructions.
- Bid may be rejected if bids are not signed by the Authorized signatory and designated official(s), as asked in the respective clauses/annexure of the RFP or if instructions are not followed.

Section-C : INSTRUCTIONS TO BIDDERS

1. Qualification Criteria

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

2. Terms and Conditions

The terms and conditions for the bidders who participate in this RFP are specified in the Section named “Terms and Conditions”. Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications/modifications issued, if any, will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/modifications issued

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

3. Cost of Bidding

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

4. Relationship between LIC and the bidders

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

5. Information provided in the RFP

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

6. Bid Processing Fee

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

7. Pre-Bid Clarifications:

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

[Ref: LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated : 22/06/2023]				
S.No	RFP Document Page Number	RFP Document Reference(s) (Section & Page Number)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause
1.				
2.				

- b) 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.
- c) No consideration will be given to communications from bidders seeking clarifications for pre-bid queries received after the date and time stipulated by LIC and no extension of time will be permitted for the same. However, LIC reserves the right to extend the last date and time for the same at its own discretion.
- d) 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.
- e) Clarifications/ Corrigendum (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document and would be notified on the official webpage of LIC

<http://www.licindia.in> (Tender Section).

- f) In order to provide prospective bidders reasonable time for taking the modifications into account, LIC may, at any time prior to the date of bid submission extend the date for the submission of Bids.
- g) Requests for clarification on telephone will not be entertained.

8. Pre-bid meeting:

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

9. Earnest Money Deposit:

The bidder should submit to LIC a total of Rs.25, 00,000/- (Rupees Twenty Five Lakhs only) as EMD along with the Bid document in the form of a Bank Guarantee (*as per* Annexure-VI) valid for one year from the last date of submission of this tender. Non-submission of EMD along with Eligibility-Bid document within the stipulated time of submission may disqualify the Bidder.

- a) EMD, without interest, will be refunded to the qualified vendor after acceptance of Purchase Order and/or Signing of the Contract(s) by the vendor and submission of required Performance Bank Guarantee (PBG). No interest will be paid on the EMD.
- b) EMD, without interest, will be refunded to the unsuccessful bidders, within 45 days of publication of the result.
- c) The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if:
 - i. The successful bidder backs out after declaration of the result of the RFP.
 - ii. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP.

10. Instructions for Bid Submission

- a) This is an E – Tender and hence Bids must be submitted “ON LINE” and also physically as mentioned below. The bidders should submit their Eligibility and Technical bids Online i.e. through <https://www.tenderwizard.com/LIC>. The vendor must register for submission of their bid as specified in this document (Annexure-XIII). However, a copy of the bid, along with bid processing fee and EMD has to be submitted in person as mentioned below.
- b) 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.
- c) 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.
- d) The original Bid shall be typed on 8.27” by 11.69” (A4 size) paper in indelible ink.
- e) All the envelopes and covers should indicate the name, address, telephone & mobile number, E-mail ID and fax number of the bidder clearly.
- f) Two-bid system (Eligibility-Technical and Commercial) will be followed by LIC for this RFP.
- g) Eligibility and Technical bid documents should be submitted in a separate envelope (along with CD/DVD/USB Storage for technical bid) which should be sealed and super-scribed as “Technical bid for Procurement of Internet Leased Link with DDoS Protection Ref: LIC-CO/IT-BPR/FW/RFP/2023-24/01 dated :22/06/2023 ”.
- h) Commercial bid should be submitted in a separate envelope (along with CD/DVD/USB Storage for commercial bid) which should be sealed and super-scribed as “COMMERCIAL BID for Procurement of Internet Leased Link with DDoS Protection Ref: LIC-CO/IT-BPR/FW/RFP/2023-24/01 dated:22/06/2023 ”.
- i) The above two envelopes containing the Eligibility, Technical-Bid and Commercial-bid should be placed inside another (third) envelope with the superscription as "BID for Procurement of Internet Leased Link with DDoS Protection Ref: LIC-CO/IT-BPR/FW/RFP/2023-24/01 dated:22/06/2023 ”.
- j) The Bid processing fee, EMD or MSME/NSIC Certificate and Pre-contract Integrity Pact (duly filled and signed) should be submitted separately in a sealed envelope bearing the name and address of the bidder.
- 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 and date as 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/quotations within the specified date and time due to any reason.
- n) The hardcopies of the bid (all documents and Annexure submitted as a part of bid or called for by the LIC) must be spirally bound, serially numbered, duly signed and stamped on each page of the bid document. Bid shall be signed by the duly Authorized signatory of the bidder. The person signing the bid shall sign all pages of the bid, except for an un-amended printed product literature/technical data-sheet available in the public domain.

- o) The bid may be rejected if:
 - i. Bid is not signed by the duly Authorized signatory or
 - ii. Bid submitted is unsigned or partially unsigned or
 - iii. An image of signature found pasted on pages instead of wet signature or
 - iv. Scanned bid is submitted.
 - v. Pre-contract Integrity Pact (duly filled and signed), EMD and Bid processing fee not enclosed.
 - vi. Bids are not submitted in respective envelopes as stipulated above.
- p) **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.
- q) **Bid Currencies**
Prices for all the components shall be quoted in Indian Rupee. The Bids in currencies other than INR will not be considered.
- r) Ordinarily the bid shall contain no overwriting. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them. Overwriting/correction in the commercial bids are not permitted and any such overwriting in commercial bid will lead to its rejection.
- s) The specifications (Technical and Commercial Bids format) shall be submitted in the spread sheets as per respective Annexures specified in this RFP.
- t) The contents of the Soft copies submitted in a READ-ONLY CD/DVD/USB Storage (Separate CD/DVDs for Technical and Commercial Bid in respective sealed envelopes) and the contents of the Hard copies shall be exactly the same. However contents of Hard Copy will prevail.
- u) The technical specifications sheets and commercial-bid format/sheet in the spreadsheets will be password protected by LIC. The password used on the spread sheets will be validated by LIC for checking the authenticity of the file. If the password does not match, EMD or a part thereof may be forfeited and bid may be rejected.
- v) It may be carefully noted by all the participating bidders that it is likely if the password protected sheet is opened in any another software for e.g. open office, the password protected sheet may lose the password. Therefore care has to be taken to open the spreadsheet only in an application for e.g. MS Excel where it will not lose its password when edited. It may also be informed that the softcopy of the Technical and Commercial bids provided in the CD/DVD/USB Storage will be checked at the time of opening of the Technical and Commercial bids. In case the spreadsheet is submitted to LIC without the password protection or with password that does not match, the bid may be rejected.
- w) In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of Rs. 1,000/- per violation will be charged and recovered from the EMD. For example: if the Bid is not spirally bound a penalty of Rs. 1,000/- will be imposed. Upper cap for this penalty is Rs.5,000/-
- x) During Technical Bid evaluation if any deviation is observed, LIC may call for clarifications and may decide to accept any deviation at its discretion and decision of LIC in this matter will be final. However, this will be done before opening of commercial bids.
- y) If any compliance or clarification sought by LIC is not submitted within 5 working days of being called for, the bids are liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final and binding.

11. Technical Bid

The Technical-Bid document should contain the following:

- (i) Covering letter (*on bidder's letterhead*) giving reference of this RFP and consent for acceptance of all the Terms & Conditions of this tender (*including modifications, if any, issued subsequently*) and mentioning list of all the enclosures.
- (ii) Technical requirements compliance sheet as per Annexure-VIII (to be given separately in an Excel sheet).
- (iii) Complete bill of material to be submitted along with technical bid.
- (iv) The vendor should propose the detailed specifications for the on-premise box, failing which their bids will not be considered for further evaluation.
- (v) Technical details/brochures of the product(s) as given in the Technical bid. No indications as to price aspect **or** financial stipulations are to be given in the technical bid, failing which the bid shall be rejected.
- (vi) Soft copy of the complete Technical bid (*along with all its annexure*) in a separate READ-ONLY CD/DVD/USB Storage with all documents.
- (vii) No indication to price aspect is to be given in the technical bid, failing which the bid shall be rejected.

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

12. Commercial Bid (Indicative Price)

Price is to be quoted in **Indian Rupees** only.

- a) All quotes should conform to the format as mentioned in the Commercial Bid (indicative). The details are to be given as per Annexure-IX under the heading “Format of commercial bid (indicative) for Internet Leased Link with DDoS Protection. Ref: LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated:22/06/2023 ”.The bidder should quote the prices for all the items in Commercial bid (Indicative Price) format as per Annexure-IX
- b) For each component, the prices quoted should be inclusive of all costs except applicable taxes.
- c) Any other tax which may be payable if and wherever applicable at the place of delivery will be paid extra on actual basis by LIC, subject to production of original documents / receipt issued by appropriate authority.
- d) It will be the responsibility of the bidder to take care of all formalities, if any, necessary as per rules / regulations / orders of any government/non-government / regulatory authority in force.
- e) The price quoted shall not be subjected to variations in exchange rate, taxes, duties, levies or variation in labour rates etc.
- f) Bidders are advised to make a detailed study of the requirements of the project and ensure that the prices/rates quoted are all inclusive including the support required from the OEM in the execution and continuous monitoring of the project during the Contract period, as no deviation in any of the conditions would be permitted and nor would any increase in prices be allowed during the contract period.
- g) The Bidder should have the capability to implement and maintain the project during the contract period of 5 years. The vendor should also be able to carry out any changes, if necessitated by LIC during the contract period of 5 years. The contract period may be further extended by a period of one year at the sole discretion of LIC of India on the same terms & conditions including the price component.
- h) The vendor should propose only one product/solution for each of the requirements (Hardware, Software and Appliance) and quote for the same. If a vendor for any one of the stated technical requirements quotes multiple products/solutions, LIC will disqualify the entire response to the RFP by the vendor.

13. Clarification on Bids

During evaluation of bids, LIC may, at its discretion, ask the Bidder for clarifications on its bid. The request for clarification and the response shall be in writing.

14. Modification and Withdrawal of the Bids

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

15. Compliant Bids / Completeness of Response

- a) The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.
- b) Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- c) Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.

16. Normalization of bids:

LIC will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground/parameters. After the normalization process, if LIC feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; LIC may at its discretion ask all the technically short-listed Bidders to resubmit the commercial bids once again. LIC can repeat this normalization process at every stage of technical submission or till LIC is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short listed Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to LIC during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

17. Revised commercial bid (If applicable):

LIC may call for any additional information/document by way of clarification etc. before the finalization of the technical bid. Also, during scrutiny of technical bid, if any technical specification/s and/or scope of work is/are changed or if there is a need for hardware/software to meet LIC's requirement, all the vendors will be informed of the same and asked to submit fresh commercial quotation in a separate cover, duly sealed and super scribed "REVISED COMMERCIAL BID for Internet Leased Link with DDoS Protection. Ref: LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated: 22/06/2023". During technical evaluation if any deviation is observed, LIC may decide to accept any deviation at its discretion and decision of LIC in this matter will be final and binding. However this will be done before opening of commercial bids.

18. Bid Validity Period

Bids shall remain valid for 9 months from the date of publishing of this RFP. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period. In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the period of validity any time before the expiry of validity period. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended.

19. Late Bids:

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

20. Procedure for opening of the bids:

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

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

21. Bid Evaluation:

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

22. Rejection of non-compliant bid:

- a) LIC reserves the right to reject any or all bids on the basis of any deviation(s).
- b) Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

23. Technical Bid Evaluation process:

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

- a) Only those bids which have been found to be in conformity of the eligibility terms and conditions will be taken up for further evaluation.
- b) LIC reserves the right to evaluate the bids on technical and functional parameters including visit and witness demos of the system and verify functionalities, etc.
- c) Bidder should quote only those on-premise appliances which can provide protection against all types of DDoS attack for all links (irrespective of the Service Provider) at Vile-Parle. . The on-premise device provided by the bidder should be able to provide protection against all types of DDoS attacks, for all the existing and future links procured at LICs various Data Centres. Once LIC, makes arrangements for Public IP Addresses and ASN from the APNIC, the successful bidder shall unconditionally have to protect all links from volumetric attacks also in future.
- d) LIC may request for demonstration of the above feature. These demonstrations may be done at LIC Vile Parle or at vendor's premises in Mumbai.
- e) To assist in Technical Evaluation, LIC reserves the right to call for any clarification from any/all bidder during the evaluation of the bids. Such clarifications should be submitted only in writing. However, no other correspondence on bids will be entertained.

24. Commercial Bid Evaluation process

- a) Only those Bidders who qualify in Eligibility and Technical evaluation would be shortlisted for commercial evaluation via Reverse Auction conducted by LIC's Authorized e-Procurement service provider.
- b) The Bidder has to specify both in figures & words for all price quoted in Commercial Bid (indicative).
- c) The bidder should quote the prices for all the items in Commercial bid (Indicative Price) format as per Annexure-IX.
- d) Arithmetical errors will be rectified on the following basis:
 - a. If there is a discrepancy between the total price quoted in the bid and the total price that is obtained by multiplying unit price and quantity, the unit price shall prevail. The total price will be corrected accordingly.
 - b. If there is discrepancy between words and figures, words will prevail.
- e) The Commercial bids (indicative price) of technically short listed bidders will be opened by the TOC in the presence of bidders/ their Authorized representatives who choose to attend. Thereafter, these bidders need to participate in online reverse auction for which web-based e-tender platform will be made available by LIC.
- f) **NPV Rule:** While evaluating the tenders covering a longer period (i.e. more than one year), the quoted prices pertaining to maintenance in future years are to be discounted to the net present value (NPV) as appropriate for comparing the tenders on equitable basis.

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

Discounting rate to be used: 10%

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

$r = 10\%$ i.e. 0.10

g) Price Variation Factor and H1 Elimination clause:

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

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

25. Online Reverse Auction:

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

- a) The Commercial Bids (indicative) of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. Thereafter, the technically qualified bidders subject to provisions of Price Variation Factor and H1 Elimination clause(refer point (g) above), are required to participate in online reverse

auction for which web-based e-tender platform will be made available by LIC. The date, time, platform and process of online reverse auction will be communicated to the bidders by LIC.

- b) Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder.
- c) LIC shall conduct the 'Online Reverse Auction Process' for the L1 Bid Price determination. During reverse auction, the participating bidders shall input only the total cost that they have to offer. This amount shall be arrived at by the bidders themselves off-line by using the formula mentioned at point (f) above.
- d) The bidder with lowest commercial bid at the close of online reverse auction will be declared as L1 bidder.
- e) The bidders are expected to broadly maintain the proportion of prices for various line items of Bill of Material, even when the total price has reduced in the auction. Any significant reduction in the cost of Expert Services /Professional Support/Training / OEM Services/Manpower deployment is not desired during reverse auction. LIC may require the bidder to justify and maintain reasonableness of cost of such items. LIC's decision in this matter shall be final and binding.
- f) After the close of online reverse auction, the L1 bidder shall provide a commercial breakup of all the line items along with the working sheet to LIC within 3 days (excluding Saturdays, Sundays and Holidays under NI Act. As applicable in Maharashtra), failing which LIC reserves the right to reject the bid and forfeit EMD.
- g) The commercial figure quoted will be an all-inclusive figure inclusive of out of pocket expenses, traveling, boarding, permits, lodging but excluding all applicable taxes such as GST.
- h) The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000 as amended from time to time.
- i) In case, only one bidder is technically qualified, no reverse auction will take place. However, LIC reserves the right to negotiate price with the lone bidder. The prices once finalized through online reverse auction or negotiation will be termed as the "approved prices".
- j) LIC will determine the Start Price and other parameters for the Reverse Auction –
 - i. on its own and / or
 - ii. evaluating the price band information available in the commercial bids (indicative) of the technically qualified bidders
 - iii. based on the lowest quote received in the commercial bids (indicative).

26. Contacting LIC:

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

27. Right to terminate the Process:

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

SECTION-D : TERMS AND CONDITIONS

A. Terms and Conditions regarding bidding:

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

1) Pricing & Taxes:

- a) Product/Software Prices shall be quoted all-inclusive of duties, levies etc. but exclusive of GST and any other applicable taxes.
- b) The quoted price of Product/Software shall be uniformly applicable for delivery/performance to any part of the country and shall be inclusive of all other miscellaneous charges (i.e. including installation charges, any other applicable duties, whether state or central, packing, freight and forwarding, transit insurance, local transportation, manpower/labour charges, incidental charges such as traveling, lodging/boarding etc.)
- c) Vendor will be entirely responsible for upfront payment of all applicable taxes (wherever applicable) like Central / State levies, GST, road permits etc. in connection with delivery of products at site.
- d) GST and any other tax wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actual on production of the original receipt in proof of having paid the said taxes on behalf of LIC. In case concrete evidence of having paid the appropriate taxes is not submitted along with the invoices to LIC, the vendor will not be eligible for any reimbursement on this count from LIC.
- e) The vendor should not, under any circumstances, request for an increase in the prices once such prices are approved by LIC. No price variation relating to increases in Government duties/taxes including any newly introduced taxes shall be permitted.
- f) It will be the responsibility of the vendor to take care of all the formalities connected with this project (wherever and whatever applicable) as per rules / tax laws / regulations / orders of any government/non-government/ regulatory authority in force etc.

2) Placing of Orders and making payments:

The Central Office of LIC at Mumbai will place orders for the equipment/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 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 equipment may be issued by LIC in a staggered manner. The quantities mentioned under the "Estimated 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.

3) Delivery & Installation schedule and Penalty (in case of a delay):

The vendor shall be responsible for delivery and complete installation of all the equipment/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.

- (a) Delivery, installation and integration (with the current setup) of the ordered equipment along with the commissioning of the link should be completed within 56 days from the date of issue of Purchase order.
- (b) The installation / integration and commissioning of the link 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.
- (c) 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.
- (d) Delay in delivery, installation and integration beyond 56 days will attract a penalty 0.2 % of the total PO value, per day from the 57th day till the date of installation/integration subject to a maximum of 10% of the total PO value.
- (e) However, equipment/components not delivered/installed beyond 107 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 no.-(d) 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 be recovered from any available Bank Guarantee(s)/Performance Bank Guarantees under this bid.
 - v. Recovery of further amounts over and above the available Bank Guarantee(s) etc. will be subject to adjudication at Mumbai.
 - vi. Termination of contract and black listing.
- (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.

4) Site not ready (SNR) cases:

In case the site is not found ready for installation upon the engineers visit, due to any reason(s) attributable to LIC, then the engineer will undertake following activities:

- (a) Open the consignment boxes and verify the deliverables as per Purchase order.
- (b) In case of complete delivery (i.e. no short shipment of any component), conduct Power-On Self-Test (POST) and see the equipment are working properly.
- (c) After POST, seal the boxes again in presence of LIC officials who will sign the SNR.
- (d) Obtain a SNR certificate (as per the format attached herewith as Annexure-XIV) from the LIC office within the delivery and installation period else penalty defined as per clause 2 (d) above will be applicable.
- (e) In case of SNR, payments to the vendor will not be withheld for want of installation certificate. However, the vendor has to submit an undertaking that as and when the site is ready, the said equipment will be installed by the vendor within 14 days of being intimated that the site is ready. If installation is not done within the stipulated time-frame of 14 days, penalty of 0.3% of the total cost of the item(s) per day will be applicable from the 15th day onwards, subject to a maximum of 10% of the cost of that item(s)
- (f) In case of any short shipment/equipment not functioning, LIC will not issue Site Not Ready (SNR) certificate but only Short Shipment Form (SSF) as per Annexure-XV will be issued. Vendor should arrange the delivery of the short shipment/faulty equipment within the delivery and installation period else, penalty defined as per clause 2(d) above will be applicable.

5) Installation of the equipment and commissioning of the link:

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, Earthling, 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 vendor shall do the actual plugging-in, configuration and testing of all equipment / components during installation. The equipment/component should be tested for physical and software configuration as per Life Insurance Corporation of India's requirement, error resolutions (if any), testing of redundancy (wherever

provided) configuration as well as the end- to-end connectivity on Life Insurance Corporation of India's network. The equipment has to be installed in racks wherever provided.

B. Other / General Terms and Conditions:

6) Assignment:

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

7) Non-Disclosure Agreement (NDA):

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

8) Performance Bank Guarantee (PBG):

The selected vendor is required to submit a Performance Bank Guarantee (PBG) to LIC in form of a Bank Guarantee equal to 10% of the total Contract Value. Format for submitting the Bank Guarantee is attached herewith as Annexure-XI. No interest shall be payable on the PBG amount.

The required PBG should be submitted to LIC within 15 days from the date of letter issued by LIC for selection as the "selected vendor". The PBG shall be valid for the period of 63 months (including three months of claim period) from the date of submission of PBG to LIC. The PBG may be invoked for entire amount (or the portion as deemed fit by LIC to make good its losses) if the vendor backs-out of his obligations as per the contract, including refusal to execute PO or excessive delay in execution of Purchase order or vendor does not provide offsite support etc. required as per this RFP.

If vendor fails to submit the required PBG within 15 days period as mentioned above, penalty of Rs.5,000/- per day (subject to maximum penalty of Rs.1,00,000/-) will be imposed. In case the selected bidder fails to submit performance bank guarantee even after the elapse of 35 days from the date of letter issued for selection as the "selected vendor", LIC at its discretion, may cancel the allotment of the contract to the concerned bidder and allot the contract to the L2 bidder at L1 prices, so on and so forth. All the terms & conditions, stated in this RFP (and subsequent modifications, if any) will then be applicable to the L2/L3 bidders, so on and so forth. In case the tenure of servicing is extended beyond five years, the selected Vendor will be required to extend validity period of the PBG or submit a fresh PBG.

9) Signing of contract:

The selected bidder (vendor) has to sign a contract with LIC as per the terms and conditions of the RFP on 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.

10) Transportation and Insurance:

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

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

11) Road Permit:

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

12) Dispute:

- a) In the event of any dispute or disagreement over the interpretation of any of the terms in this bid document or claim of liability, the same shall be referred in writing to an arbitrator appointed by mutual consent of both parties whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliation Act 1996. The venue of arbitration shall be Mumbai. Subject hereto the courts in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.
- b) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- c) The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- d) In case the winning bidder is a company/statutory body owned by Central/State Govt., the disputes shall be resolved as per the directives of Govt. of India, which provides that All disputes shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government or through arbitration and recourse to litigation should be eliminated.

13) Consequences of Termination of the Selected Bidder:

In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/continued execution of the scope of the work defined in RFP. This period of transition shall not exceed six months from the effective date of termination.

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

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

14) Force Majeure Condition:

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

15) Limitation of liability:

Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not

apply to any obligation of supplier/vendor to pay liquidated damages to the Corporation and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

16) Confidentiality:

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

17) Copyright Violation and Patent Rights:

The Bidder shall undertake to indemnify LIC in respect of all claims arising out of violation of any Patents or Copyrights, for all software supplied by the successful bidder. The Bidder shall indemnify LIC against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the software packages. The Vendor should have back to back agreement with OEM to safeguard the Corporation's interest with regards to IPR. If the bidder is not able to comply with this condition, the bid will be treated as non-responsive.

Intellectual Property Rights

17.1 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.

17.2 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.

17.3 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 the LIC by the bidder during, in connection with or in relation to fulfilling its obligations under this RFP will belong to and shall remain a property of the bidder or its licensor, except under the condition when the LIC has taken possession of the software through its rights bestowed upon by the Escrow arrangement.

17.4 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 the LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

17.5 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 the licenses.

17.6 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 bidder, which jeopardize, disrupt or endanger the LIC's right of uninterrupted use of the software, the bidder shall at no cost whatsoever to the LIC,

- (i) regularize the license so that the 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.

The 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.

17.7 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, in LIC's country, the Vendor will act expeditiously to extinguish such claim. If the Vendor fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Vendor will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Vendor of such claim, if it is made, without delay as when received.

In no event shall LIC be liable for any indirect, incidental or consequential damage or liability, under or in connection with or arising out of this RFP, or out of any subsequent agreement 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

18) Fraud and Corrupt Practices:

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

- (a) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, suppression of facts in order to influence the Selection Process or violation of statutory requirements/regulations etc.
- (b) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (c) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by LIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (d) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition in the Selection Process.

19) Ambiguities within the Document:

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

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

- (a) as between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) as between the provisions of this RFP and its Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures; and
- (c) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern
- (d) Where there is a discrepancy between the part-wise quoted amounts and the total quoted amount, the part-wise rate will govern.
- (e) If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
- (f) If there is discrepancy between unit price and total price, the unit price shall prevail for calculation of the total price.
- (g) If there is a discrepancy in the total, the correct total shall be arrived at by LIC.

In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected, and decision of LIC will be firm and final.

The amount stated in the bid form, adjusted in accordance with the above procedure, shall be considered as binding, and will be considered for calculation of Final- Total Cost of Ownership (TCO).

20) Conflict of interest:

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

Consequences of Termination of Selected Bidder:

In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/continued execution of the scope of the work defined in RFP. Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise.

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

21) Varying the Services

21.1 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.

21.2 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.

21.3 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.

21.4 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 annexure 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 IX - Indicative Commercial Bid.

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

21.5 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.

22) Termination

22.1 Right to terminate

If Vendor fails to comply with the clause 4.8 for Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract by giving the Vendor written notice of 15 days.

22.2 Termination and reduction for convenience

- a. LIC may, at any time, by a prior written notice of 30 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.

22.3 Termination by LIC for default

Notwithstanding what has been stated in 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.

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.

22.4 Termination for Insolvency

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

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

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

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
- h. Knowledge transfer
- i. Warranty

22.7 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared 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.

22.8 Termination does not affect accrued rights

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

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.

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.

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.

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.

23.1 Service of notices

A Notice must be:

- a. In writing, in English and signed by a person 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, 2 nd Floor, "Jeevan Seva Annexe Building", Santa Cruz (West), S. V. Road, 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.

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);

24) 24. Access to LIC's premises

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

25) 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.

26) Subcontracting

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

27) Miscellaneous

27.1 Varying the Contract

The quantity of material may vary up to 25% of the quantity mentioned in this document.

27.2 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.

27.3 Assignment and novation

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

27.4 Further action

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

27.5 Waiver

Waiver of any provision of or right under the contract:

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

27.6 Relationship

- a. The parties must not represent themselves, and must ensure that their officers, employees, and agents do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise 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.

27.7 Announcements

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

27.8 Governing law and jurisdiction

The contract shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. Each party irrevocably and unconditionally agrees that legal dispute will come under the jurisdiction of Mumbai High Court only.

28) Compliance with IS Security Policy:

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

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

29) Right to Audit

- 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.

30) Rights reserved by LIC:

- (a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC reserves the right to debar the Bidder from participating in future RFPs floated for a period decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.
- (b) LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFPs, at any time prior to award of agreement without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s). Reasons for cancellation will be determined by LIC at its sole discretion.
- (c) LIC reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.
- (d) LIC reserves the right to verify the validity of bid information, and to reject any bid/quotation where the same appears to be incorrect, inaccurate or inappropriate in the Corporation's estimation.
- (e) Bids not conforming to the requirements of the RFP may not be considered. LIC reserves the right, at any time, to waive any of the requirements of the RFP, at its sole discretion and in the best interest of the Corporation. However, this will be done before opening of the commercial bid(s).
- (f) Further, the Corporation shall have the right to cancel the RFP process at any time without assigning any reason, prior to finalization of the contract, without thereby incurring any liability to the affected bidder or bidders. Reasons for cancellation will be determined by the Corporation in its sole discretion.
- (g) LIC may call for any additional information/document by way of clarification before the finalization of this tender process.
- (h) Procurement of any equipment/components outside this tender.
- (i) There may be certain unforeseen issues. LIC will decide these issues based on merits of each case. The decision taken by LIC will be final and binding on all the bidders/ selected vendor.
- (j) The decision of LIC in all matters will be final and binding on all bidders participating in this bid.
- (k) LIC also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on its website www.licindia.in before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- (l) LIC may terminate the agreement if it determines at any time that the vendors or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the agreement, even if the concerned Vendors have taken timely and appropriate action satisfactory to the LIC to remedy the situation.

Section-E: SCOPE OF WORK

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

The proposed solution should seamlessly integrate with existing network/security setup of LIC without requiring purchase of additional equipment/components/Software etc. It should also seamlessly integrate with any future standard procurements made by LIC without requirement of downgrading or upgrading of existing equipment/ components / software used by LIC. However, if any additional equipment/components/Software etc. is required for seamless integrate with existing network/security setup of LIC; the same has to be provided at no additional cost to LIC.

General

- Commissioning of links and Supply of on-premise DDoS device/appliance with provision for version upgrades / patches.
- Commissioning of links, installation and implementation of the products/devices as per the security architecture design.
- Vendor has to act as technical-advisor to LIC for DDoS related security threats by way of evaluation, demonstration, etc. as and when required by LIC. Vendor has to submit findings/reports to LIC and give suggestions/recommendations. Necessary resources (including Level-3 support) have to be deployed by vendor for technical assistance and submit the detailed documentations etc. No additional cost will be payable by LIC for such things.
- Identifies potential security risks, helping LIC to take appropriate, corrective action.
- Design, implement, and keep record & controls and migration to IPv6 as and when required by LIC without any additional cost to LIC.
- In case there is a cost incurred to LIC due the wrong BoM/Specification/feature-set of security equipment/device/appliance at any location, the same will have to be replaced by vendor at no extra cost to LIC.
- Prepare test-plan, migration plan and rollback strategies.
- Monitoring and offsite support.
- The successful bidder shall co-ordinate and co-operate with the other vendors appointed by the LIC, if required so that the work shall proceed smoothly without any delay and to the satisfaction of LIC.
- No extra claim shall be entertained on account of all/part of any job redone on account of bidder's negligence which results into damages/losses during execution of the job. Also, any component(s) required to deliver the solution after release of Purchase Order shall have to be provided by the successful bidder. All such cost shall be borne by the bidder.
- The vendor has to provide complete escalation matrix which should be updated and sent to LIC as and when there is a change.
- The Bidder has to perform OEM audit of the deployment, once the commissioning is over, and provide a detailed report on the hardening and best practices that have been adopted. Remediation action to the OEM report has to be undertaken by the bidder .

Design and Architecture:

- Total solution will cover commissioning, installation of on-premise device, implementation, integration of on-premise device with the cloud/scrubbing center, testing, training & certification, reporting etc.
- Bidder needs to study existing LAN & WAN network environment of LIC and design the solution accordingly.
- Prepare HLD and LLD in consultation with OEM and LIC for implementation. The design should be OEM certified.
- Detailed Network Connectivity Diagram (including last mile connectivity, firewall etc.) for the proposed solution is to be provided by the bidder.
- Design and document a Project implementation plan with significant milestones marked on it.
- Prepare the designs and implement the solution in line with existing regulatory guidelines as modified from time to time.
- Bidder needs to prepare a detailed execution plan. The complete documented plan must be submitted to LIC with supported designs and drawings (if any) within 2 weeks of placing the order. The actual execution will start only after approval of plan by LIC officials.
- The plan shall include information related to required downtime, deployment schedule etc. The commissioning of links and installation of the devices shall be done as a planned activity on a date & time of approved deployment schedule.
- The successful bidder need to install all the associated equipments needed to complete the job as per the specification described in this tender.
- The commissioning of links shall include end to end commissioning of the links by the service provider as mentioned in the RFP.
- The commissioning/installation will include proper mounting, labeling, tagging of all equipment and provide network and power connections.
- The bidder shall be responsible to provide within scope of work all facilities like labor, transportation, tool Kits, testing equipment etc. which is necessary for successful deployment of solution.
- Transportation to & fro, lodging and boarding of manpower shall be in vendors scope.

Details of Work – Link commissioning and maintenance:

- Commission two 500Mbps and two 100 Mbps dedicated (1:1; uncompressed, unfiltered and unshared) Premium Internet Bandwidth with dual last mile (for redundancy).
- The ISP shall provide dual last mile (from two different service providers)
- It is the responsibility of vendor to factor in all related infrastructure required to commission the links, including cable, connectors etc. They should not depend on LIC for any provisioning in this regard except router and switches.
- This link shall be terminated on DDoS device.
- The router /switch which will be arranged by the LIC at the Data Centers. Presently the links are terminated on switch and LIC is using Cisco ASR1002-HX router. However, LIC may change the router in future.
- The link may be terminated on Ethernet or on the Fiber port of the router. The bidder has to make provisions for both.
- LIC will provide access to the router for commissioning of links and making configurations for proactive monitoring of the links.
- The winning bidder shall provide /24 Public IP addresses (IPv4) and /48 Public IP addresses (IPv6) for the link.
- LIC may, however, make arrangements for Public IP Addresses and ASN from the APNIC. In that case and on demand from the LIC, the successful bidder shall unconditionally have to configure these IP addresses and on successful commissioning, will withdraw their own IP addresses.
- If there is any reduction in the charges related to ports, bandwidth etc. due to changes in Government Policy etc., the benefit of subsequent price reduction shall be passed to LIC. LIC reserves the right to re-negotiate the charges based on market conditions after each year of completion within the contract period apart from any other reductions in tariffs due to Government policies etc.
- The Internet leased links should adhere to the specifications mentioned in technical specifications (links) mentioned in the RFP.
- The ILL Setup should be easily scalable.
- The bidder has to factor in the cost of shifting of links and the DDoS device, at least once during the entire contract period for each location.

Link Maintenance:

- The vendor has to monitor the link proactively on a real time basis. LIC will provide access to the router for making configurations for proactive monitoring of the links.
- Bidder shall maintain the connectivity on 24*7*365 basis and shall rectify the defect by pro-active monitoring so as to maintain the Service Level Agreement
- Complaint shall be lodged preferably over web portal, but other modes such as email etc. with the designated officials of the bidder, should also be available.
- The bidder shall provide a dedicated portal/web interface/site for LIC for logging calls (trouble tickets), viewing status of calls (trouble tickets), escalation of trouble tickets, monitoring the status of links, monitoring performance parameters of links such as periodical downtime *etc.*
- The portal/web interface/site shall provide reports regarding the above as and when required by LIC. In addition the successful bidder shall provide Out-of-the-box reports and customized reports templates based on the needs of LIC (based on mutual discussion).
- The bidder shall issue a unique number identifying the complaint lodged by LIC.
- During the tenure of the contract or till link is being used at the site, the bidders shall bear all the operational costs associated with link commissioned.
- Bidder has to submit details of International Gateways (No. Of Gateways, Name of Gateway, Location of Gateway, Own or Not etc.).
- Details about bidders POP from which last mile will be extended to LIC’s various centers.
 - Location of the POP (please give full details)
 - Nearest POP to LIC with distance
 - Details of last mile connectivity with Type of the connectivity, ownership (own/third party etc.).
- Bidder has to submit escalation matrix and keep it up to date during the entire period of the contract.
- The selected bidder shall be responsible for the preparation of “Change Management Process” document for the LIC wherein the entire process/procedure shall be defined pertaining to various activities involved during the tenure of the contract.
- Notwithstanding anything mentioned above, LIC reserves the right to reject the contract or cancel the entire process, with 30 days’ notice, without assigning reasons thereto.

- The bidder shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors of the Service Provider (as LIC may permit) in rendering the Services or any part of the same under this Agreement to LIC.

Continuity

- The bidder agrees for the following continuity arrangements to ensure the business continuity of LIC:
- In the event this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to LIC and to any new contractor engaged by LIC, for the smooth switch over and continuity of the Services.
- In the event of failure of the Service Provider to render the Service, without prejudice to any other right LIC shall have as per this Agreement, LIC at its sole discretion may make alternative arrangements for getting the Services from any other source. And if LIC gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall be liable to reimburse the expenses, if any incurred by LIC in availing such services from the alternative source.

Details of Work – DDoS solution:

- The DDoS solution should be Hybrid in Nature with On-Premise device with Cloud Signaling to Scrubbing Center.
- The on-premise device provided by the bidder should be able to provide protection against all types of DDoS attacks, for all the existing and future links procured at by LIC at the data centers in which they are deployed. Once LIC, makes arrangements for Public IP Addresses and ASN from the APNIC, the successful bidder shall unconditionally have to protect all links from volumetric attacks also in future.
- LIC may, however, make arrangements for Public IP Addresses and ASN from the APNIC. In that case and on demand from the LIC, the successful bidder shall unconditionally have to protect all links from volumetric attacks in future.
- The various types of attacks that should be mitigated for all the links, mentioned in the point above, are provided in technical specifications.
- The ISP shall provide comprehensive DDoS attack detection and protection facility to LIC and filter the traffic as per LICs requirement
- Providing complete solution including hardware, software, service, updates and other required components; supply, deployment and implementation, integration, and configuration of Anti DDoS cloud and On-Premise solution.
- Seamless integration of on-premise device with the scrubbing center.
- All appliances must have inbuilt hardware and software bypass functionality to continue business operations in case of failures.
- LIC is deploying standalone on Premise DDoS Scrubbing solution with inbuilt Fail Open capability on all of the ports (Copper and Fibre). As per Scope of work this on Premise Inline solution will be deployed in Fail Open Mode to pass through traffic in case if there is any S/w and H/w fault. Bidder should ensure to route the traffic in Always on Mode on the ISP Backbone Scrubber, till the time RMA of the on Premise Scrubber come on LIC DC.
- The on-premise DDoS appliance should support the DDoS mitigation as per the technical specifications mentioned in the RFP.
- The proposed service must cover volumetric attack mitigation which can mitigate attack of any size.
- The On-Premise solution to adhere to the technical specifications mentioned in technical specifications sheets.
- The Scrubbing Centre and the cloud solution should adhere to the technical specifications mentioned in technical specifications sheets.
- The bidder will provide telephonic & offsite / onsite support during complex DDoS attack event, if LIC needs assistance, without extra charges. The support would include assistance for attack mitigation, providing assistance for Zero-day DDoS Attacks, fine tuning the appliances if required, trace-back and reports generation etc.
- The bidder should also work on the backend with OEM TAC/ SOC for faster resolution of the DDoS threat.
- In case of any incident, bidder should identify the attack vectors, the root cause of the attack & suggest preventive measures to avoid facing similar type of attacks again.
- The Solution should have comprehensive support for a period of 5 years, as and when required, from the date of acceptance given to the Bidder.
- The Bidder should provide backup solution for proposed setup. The backup taken should be SHA-256 encrypted.
- The equipment quoted by bidder should not be declared as End of Sale by the OEM at the time of project implementation Signoff. The product should not be end of support for next 6 years.
- The solution proposed should be integrated seamlessly with the systems like SIEM, SOAR, NMS etc. The vendor will be responsible for integration of the same.
- Solution should also integrate with the email for alert information flow.

- The Bidder must specify all hardware specifications in detail. The Bidder needs to mention about the communication media (Copper Wire or Fiber) being used.
- The bidder needs to provide training to 2 LIC officials by OEM certified trainer in Mumbai, within three months of installation.

Basic Installation of Hardware and Software

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

- Mounting physical devices onto racks as required.
- Powering on the physical devices & running Hardware Diagnostics.
- Installing the required OS and Applications on Physical Hardware.
- Configuring IP address and default gateway etc. on all devices
- Check L2 & L3 connectivity on network using “ping & trace route” commands
- Installing License on the appliances.
- Enabling of features and functionality on the appliances as per details mentioned in the technical specification etc.
- Configure all automated updates for all security features.
- Configuration of update and upgrades as and when the latest version is released.
- Configuring backup Schedule of appliance, Management, Logging and Reporting appliance.
- Check for Fail open between appliances.
- Quarterly DDoS life cycle review in the form of executive summary report providing DDoS threat landscape in LIC.
- Review of potential threats and reconfiguring the system as per requirements.
- Setting up basic system health monitoring and log analysis.

Reporting and Governance

Reporting would involve the tasks listed below. The list is not exhaustive but only indicative. The reporting requirements may further evolve and the bidder has to absorb any other cost while quoting for the bids .

- Creating Out-of-the-box reports and customized reports templates based on the needs of LIC.
- Near time reporting dashboard: - Integrated dashboard where the operations can be viewed and can be drilled down to the further details. This should be near real time view as per requirement where the dashboard should display latest information.
- Dashboard for governance: - Governance dashboard means a dashboard for viewing all governance related KPI's, progress, action, status etc. for security and compliance related KPI's.
- TCP dump report when under DDoS attack for forensic analysis
- Granular logging policy per application
- Acting on SOC,CERT-IN threat intelligence and alerts and taking preventive measures
- Assist in preparation of reports for LIC, to be submitted to regulatory bodies as and when required with respect to DDoS.
- Provide reports as mentioned under the reporting section of the technical specification.

Continuity–DDoS

- The bidder agrees for the following continuity arrangements to ensure the business continuity of LIC:
- In the event this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to LIC and to any new contractor engaged by LIC, for the smooth switch over and continuity of the Services.
- In the event of failure of the Service Provider to render the Service, without prejudice to any other right LIC shall have as per this Agreement, LIC at its sole discretion may make alternative arrangements for getting the Services from any other source. And if LIC gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall be liable to reimburse the expenses, if any incurred by LIC in availing such services from the alternative source.

Documentation

Documentation

- All the documents shall be supplied in properly bound volumes of A4 size sheets.
- Three sets of hardcopies as applicable and one softcopy on CD/USB Storage shall be supplied as final document.

- Documents for high level design, detailed design, configuration of individual features set on various appliances, general testing, scenario based fail-open testing, Standard Operating Procedure in accordance with the IRDAI guidelines (exhaustive including backup, Procedures, Quality Assurance/Quality Control etc.), best practices etc. shall form the complete set for fulfilling the documentation criteria.
- The SOPs have to be reviewed quarterly and changes, if any, have to be incorporated. In either case (with changes or without changes) the updated version of SOP in the latest quarter has to be prepared and submitted.
- Vendor shall also submit Delivery and Installation Report, Warranty certificates, License Copies for all the items supplied along with the supplies.
- Installation report should contain the part numbers of all the components supplied by the selected bidders.

Acceptance by LIC

- The Goods supplied by the Bidder should meet the technical specifications envisaged in this tender document.
- A comprehensive “Acceptance Test Plan” document, containing various aspects of the ‘Acceptance Test’ to demonstrate all the features of the proposed Solution, shall be submitted by the bidder.
- Scenario based Acceptance Test shall be carried out jointly by the representatives of LIC and the Bidder after the Installation.
- Acceptance tests should explicitly demonstrate provision of the Links, commissioning, testing, fine tuning of the links, Integration with LIC Network, DNS ,testing the input & output errors of the links, testing of the bandwidth, testing of latency, Packet Delivery, Packet drop , jitter, High Availability (HA) features, dual last mile feature, automatic failover features, desired DDoS features etc.
- Appliances will be considered to have been commissioned when all services as described in this tender document are able to run smoothly over the network. Mere installation of appliances with out-of-the box features will not constitute as commissioning of the proposed solution.
- The final acceptance will be provided by LIC after verifying all aspects as mentioned in the document have been delivered to satisfaction.

LIC has the right to the following aspects:

- Access Control (logical, physical, administrative etc.) of all appliances has to be shared with LIC officials, but vendor should implement in such a way that accountability can be fixed,
- The vendor will do the necessary changes in the infrastructure as per the changing business needs without charging any cost to LIC.

Performance and Support Assurance

The System Integrator and OEM must provide the following performance assurances on the DDoS solution:

- During the immediate post deployment demonstration of the DDoS mitigation solution in the live environment, the system integrator and OEM must demonstrate that the Memory and CPU utilization of the equipment doesn’t exceed 35% of the total memory and CPU capacity. In case this requirement is not met, then the OEM and System Integrator must replace the equipment with a higher capacity box to meet this requirement without any additional cost implication to the LIC.
- The OEM and System Integrator must assure that all types of support including warranty, security, upgrade and maintenance support for hardware, software and any other component shall be available throughout the contract period. In case any of the components of the solution is declared end of support by the OEM, the same shall be replaced with an equivalent or higher component without any cost implication to the LIC. Solution/upgrade for any newly emerged threat/vulnerabilities must be provided without any additional cost to LIC.
- Stage of Product life cycle: The Software and engineering support for all the equipment/devices offered in the Total Solution must be available till the end of Contract Period (Taking into account the implementation period from the date of purchase order). During SW and Engineering support the OEMs would continue to develop, repair, maintain, and test the product software including operating system and release appropriate bug-fixes/patches/updates. Documentary evidence for “Stage of product Life Cycle” must be from the information/documents available in public domain.

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

RACI Matrix

Below Table depicts desired RACI (Responsible-R, Accountable-A, Consulted-C, Informed-I) matrix for proposed engagement which is non-exhaustive. The successful bidder must submit comprehensive RACI for proposed services in a similar way in their response to RFP.

Activity	SI	OEM	LIC
Plan, Design, Implementation	R,A, Implementation	R,A	C, I
Device Monitoring Best Practices Audit- Identify existing monitoring parameters, recommended monitoring practices, and formulate a corrective action plan.	A	R	C,I
Device and Performance Monitoring	R,A	C	I
Monitoring Tool/Software availability and Support	R,A	R,A	C, I
Service Request Handling	R,A	C	I
Incident Detection and Notification	R,A	C	I
Incident Troubleshooting	A	R	C,I
Incident Communication Updates	R,A	R,A	C,I
Incident Escalation	R,A	R,A	C,I
Incident Closure- Restoration	R,A	R,A	C,I
Problem Management- Root Cause Analysis (24 hours)	R,A	R,A	C,I
Configuration Change Plan	R,A	C	I
Impact Analysis and Change Validation	R,C	R,A	I
Change Approval	A	C,I	R
Change- Method of Procedure	R	A	C,I
Change Execution	R,A	A	C,I
Change Communication	R,A	C	I
Third Party and/or OEM's own additional tool for DDoS management and performance analysis	R,A	R,A	C,I
Proactive Software Risk Assessment/ Software Selection	R,C	R,A	I
Software Implementation	R	A	C,I
Software Security Vulnerability Assessment	R	A	C,I
Configuration Audit, Best Practices	R,A	R,A	C,I
Configuration Remediation	R,A	C	I
Capacity Audit and Benchmarking	A	R	C,I
Performance Audit	R,A	R	C,I
Capacity and Performance Monitoring	R,A	C	I
Inventory Management	R,A	C	I
License Management	R,A	C	I
Reporting	R,A	C	I
SLA Performance	R,A	R,A	C,I
SLA Reporting	R,A	C	I
Service Delivery Review and Governance	R,A	R,A	C,I

First Information report (FIR) on incident (1 Hour)	R,A	R,A	C,I
Business Continuity Management	R,A	R,A	C,I
Proactive Threat Assessment	R,A	R,A	C,I

Service-Delivery and Project Management

The project manager/SDM may be shared resource, but he/she has to act as the Single Point of Contact for LIC for all aspects related to the project. The onsite SDM should have the following minimum profile:

- Minimum 2 years of experience in the domain of ILL and DDoS
- Must aware and having knowledge of Service Delivery processes.
- Experience of handling/managing teams (Minimum 5 reportees).

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

- Act as a Single Point of Contact (SPOC) for the entire project
- Responsibility for the entire execution & management of the project after receipt of purchase order. (ii) Overall monitoring of project
- Co-ordination for Delivery/Installation of New hardware in stipulated time frame
- Call flow management, Quality Service Delivery
- Overall monitoring and management of network gateway security and related services
- SLA management and reporting
- Submission of periodical Reviews and reports required by LIC.
- Crisis management and Emergency response procedures.
- Preparation and submission of detailed Project documentation to LIC (Purchase Order wise) and progress of initiatives taken by LIC.
- He should be placed at LIC premises during LIC's office hours. However, the hours may be extended whenever required.

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

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

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

Remote (offsite) Support

The successful Bidder has to provide throughout the contract period, the services of an offsite support stationed at Mumbai. The roles and responsibilities of offsite support would be to provide end to end support for the deployed solution. She/he will have to visit LIC's premises as and when required. The intimation regarding his/her presence onsite will be sent through mail/telephonic call/Text message/Whatsapp message. The offsite support has to report at LICs premises within one hour of the receipt of request from LIC's designated official. There might be instances where the requirement would be beyond office hours or on holidays and Sundays. Even in such eventualities the offsite support has to report at LICs premises within the stipulated time period of one hour.

In addition he has to alert/escalate LIC officials (as per matrix provided) in the event of any security threat. The offsite support has to be provided within 4 weeks of issue of PO. The details of offsite support such as name, Contact no., email ID etc. has to be provided to LIC within the same time period. The complete escalation matrix for offsite support has to be provided to LIC within 4 weeks. The offsite support has to monitor using the VPN setup at vendor end at vendors cost.

Section-F: Payment Terms

- No advance payment will be made by LIC.
- The Central Office of LIC at Mumbai will place orders for the equipment/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 shall be made by nodal Divisional Office of Karnataka where the services are being provided.

1) Payment to DDoS Solution

Payment Terms will be applicable for DDoS Device

- 100 % of the cost shall be paid after delivery, installation, integration, acceptance testing as per scope of work of entire solution (software, hardware and peripherals as per scope) at the specified location mentioned in the PO along with training /knowledge transfer documentation of the entire solution.

Documents to be produced for release **of first payment** of DDoS Solution:

- 1) Submission of Performance bank guarantee for sum equivalent to 10% of the contract value, as per enclosed format in this tender document.
- 2) Commissioning of the complete solution which includes both Satisfactory proof of commissioning of Links as per specifications and satisfactory proof of implementing the DDoS solution.
- 3) Invoice (with reference of Purchase Order for execution, description of services delivered, quantity, unit price, total amount details should be given). The charges for the DDoS solution should be mentioned separately in the invoice.
- 4) Delivery Challans in original
- 5) Delivery Certificates for Software licenses
- 6) Verification of above deliverables and any other, if needed by Authorized LIC officials not below the rank of Assistant Secretary at CO, IT Mumbai.
- 7) Certificate by the bidder indemnifying the Corporation against Violation of Copyright and Patents.
- 8) Certificate by the bidder that software licenses comply with OEMs guidelines/requirements.
- 9) OEM Audit Report and remediation action taken.
- 10) Data Migration certificate
- 11) RACI Matrix
- 12) Receipt of Installation certificate & sign-off duly signed and stamped by the Bidder, and counter-signed by the officials of IT dept., LIC Central Office.
- 13) Proper documentation (soft & hard copy) for the full project (product wise) should also be submitted with regard to the configuration, commands used, trouble shootings done in configuration phase etc. to LIC Central Office – IT officials handling the project.
- 14) Training as per scope of work.
- 15) SNR Certificate (if applicable)

The Amount against Penalties (as per SLA) if any will be recoverable from further payments OR from performance Bank Guarantee OR from any other payment due to the Bidder.

2) Payment to Internet leased links with DDoS protection and for offsite support

Payment for the Internet leased links with DDoS protection will be done on quarterly basis at the end of each quarter on production of the following

- Invoice for the amount payable quarterly
- Uptime calculation report should be submitted with each quarters invoice

The quarterly payment for "links will start accruing from the date of complete implementation of the solution. (Successful commissioning of links and successful implementation of DDoS solution (cloud as well as on-prem)). The payments will be settled quarterly in arrears. The quarters will be counted as April to June, July to September, October to December and January to March. If the complete implementation takes place in the middle of the quarter the vendor shall provide the broken period bill till the end of the quarters mentioned above to synchronize the billing process with the above mentioned quarters.

The Amount against Penalties (as per SLA) if any will be recoverable from further payments **OR** from performance Bank Guarantee **OR** from any other payment due to the Bidder.

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

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

The Amount against Penalties (as per SLA) if any will be recoverable from any payment due to the vendor OR from performance Bank Guarantee.

Project Implementation Period:

- The Bidder should ensure that the link is commissioned within 8 weeks of the Date of issue of the Purchase Order, failing which penalties as per SLA will be imposed.
- The comprehensive DDoS solution should be implemented within a period of 10 weeks from the date of issue of the Purchase Order, failing which penalties as per SLA will be imposed.
- The bidder shall provide /24 IPV4 addresses and /48 IPv6 address within 6 weeks of the Date of issue of the Purchase Order, failing which penalties as per SLA will be imposed.
- The details of information required from LIC for the submission of Scope of Work and subsequent implementation to be done accordingly should be sought within 1 week from the date of receipt of purchase order from LIC. The successful bidder may physical verify the sites involved.
- The HLD and LLD is to be submitted within 3 weeks from the date of acceptance of the purchase order.
- The project planning and implementation should be done keeping in view the normal working hours in LIC offices at Mumbai.

TIME SCHEDULE FOR DELIVERY AND INSTALLATION

LIC may place separate purchase orders for each of the items. It is not binding on LIC to purchase all the items as per the commercials.

Sl. No.	Purchase Order for	Delivery Schedule (from Date of Acceptance of Purchase Order)
1	The Bidder should ensure that the entire solution is commissioned (link + DDoS equipment + cloud) within 10 weeks of the Date of issue of the Purchase Order, failing which penalties as per SLA will be imposed.	10 Weeks
2	Providing /24 Public IPV4 addresses and /48 IPv6 address	6 Weeks
3	Offsite Support	6 Weeks

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

However, services are not delivered/installed beyond 12 weeks 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 SLA will be applicable.
- (iii) Deductions of penalty will be made from any amount payable to the vendor by LIC.
- (iv) Any other amounts that may become recoverable from the vendor will be recovered from any available Bank Guarantee(s)/Performance Bank Guarantees under this bid.
- (v) Recovery of further amounts over and above the available Bank Guarantee(s) etc.
- (vi) LIC may terminate the contract and blacklist the vendor.

Section-G: Service Level Agreement (SLA)

Definition of uptime:

Working days: Seven days a week (Monday to Sunday)

Uptime Calculation: The percentage uptime shall be calculated on quarterly basis as follows:

$$\text{Availability (in \%)} = \frac{(\text{Total no of Hours in quarter} - \text{Total Outage Hours in quarter})}{(\text{Total No of Hours in quarter})} \times 100$$

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

PENALTIES FOR DOWNTIME of LINKS :

Levy of penalties is without prejudice to other rights and remedies available under this agreement:

Level of Network uptime per month	Downtime Penalty
Committed SLA >=99.99 %	-NIL-
>=99.45% but <99.99%	7.5% of Quarterly Charges
>=98.95% but <99.45%	15 % of Quarterly Charges
>=98.45% but <98.95%	20% of Quarterly Charges
>=97.95% but <98.45%	25 % of Quarterly Charges
<97.95 %	30 % of Quarterly charges and LIC also reserves the right to terminate the contract.
	Further if the number of time the link is down during a month exceeds 3, LIC reserves the right to terminate the link
PACKET LOSS / DROP: In case the packet loss/drop is greater than the committed parameter.	Rs. 4000.00 per event in business hours (8AM to 8 PM) Rs. 2000.00 per event beyond business hours

Penalty for Delay in delivery of services:

SN	Description	Penalty
1	Delay in Implementation of the DDoS solution, as per the specification, beyond 10 weeks. (links , equipment and cloud scrubbing)	0.5 % of the total Contract Value per week of delay or part thereof subject to a maximum of 10% of the contract value.
2	Delay in request for details of information from LIC beyond 1 week from the date of receipt of LIC’s letter about bidder’s selection as successful bidder.	0.05 % of the total Contract Value for every week of delay or part thereof.
3	Delay in providing /24 Public IP addresses(IPv4) and /48 Public IP addresses (IPv6) for the link beyond 6weeks.	0.05 % of the total Contract Value for every week of delay or part thereof.
4	Delay in submission of HLD and LLD beyond 3 weeks from the date of acceptance of the purchase order.	0.05 % of the total Contract Value for every

		week of delay or part thereof.
5	In case of a malfunctioning of appliances, hardware, hardware components accessories, systems software, or any products, the relevant defect should be attended immediately and rectified within 8 hours of the receipt/notice of the complaint.	0.5% of the quarterly charges for every 2 hours of delay or part thereof.
6	In case the system is working in fail open mode for any reason , other than that scheduled by LIC the defect should be attended and rectified within 8 hours of receipt of notice	0.5% of the quarterly charges for every 1 hour of delay or part thereof.
7	In case the appliances/hardware is in down and the system is completely down the defect should be attended and rectified within 8 hours of receipt of notice.	0.5% of the quarterly charges for every 1 hour of delay or part thereof.
8	Failure to prevent attacks for which the solutions have been procured.	15% of the quarterly charges for each such attack reported.
9	Failure of auto-mitigation by the cloud DDoS platform (applicable for the link on which DDoS protection has been initially procured)	1% of the quarterly charges for every 1 hour of delay or part thereof.
10	15 minutes mitigation effectiveness for Layer 3/4 attacks - from the time that traffic arrives to the scrubbing center.(applicable for the link on which DDoS protection has been initially procured)	1% of the quarterly charge for every 1 hour of delay or part thereof.
11	15 minute mitigation response from time of receiving a phone request or E-mail request for cloud service. .(applicable for the link on which DDoS protection has been initially procured)	1% of the quarterly charge for every 1 hour of delay or part thereof.
12	48 hour standard change time from verifying receipt of all necessary change information to change complete	Rs.1000 for every 1 hour of delay or part thereof.
13	The details of Project Manager/SDM are not communicated to LIC within 2 weeks of receipt of PO	Rs.500/- per day.
14	If structured weekly meetings are not held (by the Service Delivery Manager) with ED (IT)/Sec (IT)/Dy.Secy(IT)/Asst.Secy.(IT), Network Section, CO, Mumbai.	Rs.500/- for each meeting not held.
15	If the first (introductory) meeting is not held within 2 weeks from the date of receipt of the first Purchase Order and/or escalation matrix is not submitted.	Rs. 500/- per day for the delayed part
16	Delay in providing complete escalation matrix for offsite support beyond 4 weeks from date of issue of PO	Rs. 500/- per day.
17	Delay in installation of patches	If the patches/signature files are not deployed within a period of 7 working days of LIC from the release of latest version/update by OEM, it will attract a penalty of 0.5% of the quarterly charges for each week of delay or part thereof.
18	Delay in providing training to 2 LIC officials by OEM certified trainer in Mumbai, beyond three months of successful implementation of the DDoS solution.	Rs. 1000/- per day subject to maximum penalty of Rs. 100000/-.

Penalty for Offsite support :

1	If CV and certified documents of the proposed candidate is not submitted within 5 weeks from date of Purchase Order (PO)	Rs.500/- per day
2	The off-site Personnel should be stationed at Mumbai and to be present in LIC premises within 1 hour as and when required.	Double the proportionate amount for the relevant offsite support charges will be deducted for any non-compliance.
3	If the off-site Personnel leaves before expiry of 1 year for reasons other than death and hospitalisation.	10 % of the Annual off-site charges for the first incident, to be incremented by 5% for each repetition. The number of such occurrences shall be reckoned from the date of purchase order for off-site support. The Personnel may have to be changed, if LIC so requests. If LIC requests for a change, SI will be given a buffer of not more than 30days to suitably replace the Personnel.
4	In case vendor wants to change the offsite support person, minimum of one-and-half month (45 days) advance notice shall be given by the vendor to LIC. If not done, penalty will be imposed.	Penalty of Rs.1,000/- per instance.
5	In case vendor wants to change the offsite person, an overlapping period of at least 21 days has to be there between the new and old offsite support person. If not done, penalty will be imposed	1% per day of the relevant offsite support.
6	In case LIC wishes to get the offsite person changed, if replacement from the identified pool is not provided within 30 days.	1% per day of the relevant offsite support.

Exclusions from downtime calculation include the following:

1. Downtime because of LAN cabling faults at LIC
2. Scheduled downtimes (which are approved by LIC) on account of preventive maintenance, system testing, system upgrades etc.
3. All failures due to source power unavailability and power conditioning, UPS failure etc. at LIC
4. Force Majeure conditions defined above or any condition not foreseen but mutually agreed by both the parties.
5. Downtime due to any device/appliance managed by the LIC.

Penalty caps:

- ❖ The total penalty for delivery and installation of ILL with DDoS shall not exceed 10% of the Contract value.
- ❖ The total penalty for quarterly payments for ILL with DDoS shall not exceed 100 % of the quarterly charges.
- ❖ The total penalty for offsite support shall not exceed 50% of the quarterly charges payable for offsite support.

Warranties:

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

Maintenance during Warranty Period:

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

EXECUTIVE DIRECTOR (IT/BPR)

Section-H: ANNEXURES

Annexure-I: Covering letter

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

Sir,

LIC's RFP Ref.No: **LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated 22/06/2023**
Reg.: Internet Leased Link with DDoS Protection

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

We hereby agree and accept all the clauses/terms and conditions mentioned in the RFP document 22nd June 2023 and also subsequent modifications dated _____ 2023.

We understand that,

- 1) LIC is not bound to accept the lowest or any bid received, and may reject all or any bid.
- 2) If our Bid for this RFP/tender is accepted, we undertake to enter into and execute at our cost, when called upon by LIC to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- 3) If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- 4) If we fail to accept the L1 price arrived at on the basis of commercial bid and/or reverse auction (despite having accepted the terms and condition for the same in our bid document), LIC has full rights to forfeit the earnest money deposit (EMD) of Rs. 25,00,000 (Rupees Twenty Five Lakhs only) submitted to LIC by us after the bidding process is complete. LIC shall reserve the right for not informing us/seeking our permission before doing so.

Dated at _____ this _____ day of _____ 2023

Thanking you,

Yours faithfully

**Authorised Signatory,
For _____ (Company name)**

Annexure-II: Company profile and other information

To,

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

Application form for the Eligibility of the bidder

Ref. : **LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated :22/06/2023**

Reg :Internet Leased Link with DDoS Protection

A. Company Details :-

Name of the company:	
Type of the Company [Govt/PSU/Pub.Ltd/Pvt Ltd/JV etc .]	
Address of Corporate Office (HQ)	
Sales Tax registration number and date of registration	
VAT registration number and date of registration	
Service Tax registration No. and date of registration	
Year of Incorporation of the company	
Turnover and of the Company	Turnover (Rupees Crores up to 3 decimals)
Financial Years :	2020-2021
	2021-2022
	2022-2023
Address for communication :	
Official Web Site (URL) :	
Contact persons details :	<u>First Person:</u>
▪ Name:	
▪ Designation:	
▪ Phone (O):	
▪ Fax (O):	
▪ Cell No.:	
▪ E-mail ID:	

<ul style="list-style-type: none"> ▪ Name: ▪ Designation: ▪ Phone (O): ▪ Fax (O): ▪ Cell No.: ▪ E-mail ID: 	<u>Second Person:</u>
Any other relevant information bidder would like to submit, which is not covered in the above points :	

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

Description	Rs 11,800/- towards Bid Processing Fee
Demand Draft No. and Date:	
Name and address of the Bank :	

Description	Rs 25,00,000/- towards EMD in form of Bank Gurantee
Bank Guarantee details :	
Name and address of the Bank :	

C. Eligibility information/Compliance :-

Sr. No.	Bid condition / Description	Complied (Yes/No)
1	a) The bidder should be a registered entity in India. or b) A company/statutory body owned by Central/State Govt.	
2	The bidder must be a Tier – I provider and Category-A (class-A)/UASL license holder from DoT, Government of India.	
3	The bidder should produce the validity of TRAI license with documentary proof and or DOT license to operate International gateways.	
4	The bidder should be a Telecom Service Provider and should have a valid Indian Government License to provide National Long Distance services in India.	
5	The ISP should have its own International Internet Gateway (not applicable to Government bodies)	
6	The bidder should be a member of National Internet Exchange of India (NIXI) and shall be peering (IPv4 and IPv6) with NIXI.	
7	The bidder Must possess certification such as TL 9000/ISO 27001 or similar certification.	
8	The ISP should have successfully commissioned a minimum of one 500 Mbps and above Premium Internet Links during the last 3 years to at least one large reputed Financial Institutions / Central Govt. Organization within India.	
9	The ISP should have successfully commissioned DDoS mitigation solution, during the last 2 years for at least one large reputed Financial Institutions / Central Govt. Organization within India.	
10	The bidder should have registered an average turnover of Rs.25 Crores or above during the last three financial years.	
11	The ISP should have its own full-fledged office and Technical support center / NOC in India	

12	Client references of customers for whom the Bidder has executed DDoS mitigation solution, (Start and End Date of the Project to be mentioned) in the past two years, and which will be running as on the date of submission of the bid. Contact details (email/landline/mobile) will have to be provided by successful bidder.	
13	Bidder must have Disaster Recovery (DR) arrangement & support infrastructure for the SOC and BCP in place.	
14	The bidder should not have been blacklisted / debarred for Corrupt and fraudulent practices by Govt. organizations.	
15	Integrity Pact duly filled and signed	
16	Submission of MAF duly filled and signed	

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

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

SIGNATURE

Authorised Signatory

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

Date :
 Place:

Official Seal of the company

Annexure – III: Self Declarations

Tender Reference No: LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated 22/06/2023:

Reg : Internet Leased Link with DDoS Protection

To,

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

Dear Sir,

We hereby declare and confirm that:

- 1) We have our own International Internet Gateway.
- 2) We have the proven capability to perform the entire scope of the assignment.
- 3) We shall ensure that all our necessary licenses remain in force for the entire duration of the contract.

SIGNATURE

Authorized Signatory

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

Date :
Place:

Official Seal of the company

Annexure-IV: Declaration regarding non-Blacklisting

Tender Reference No: LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated 22/06/2023

Reg : Internet Leased Link with DDoS Protection .

To,

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

This has reference to the LIC's Tender Reference No: **LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated 22/06/2023**, for Procurement of Internet Leased Link with DDoS Protection at LIC Data Centres. We _____ (name and address of the bidder) hereby confirm that we have not been black-listed/de-barred by any Govt./ PSU/ BFSI organization/ Government Departments in India, including LIC, as on date of submission of the bid. Also, there has been no occasion of disassociation with any of our customers in India on account of delayed/defaulted deliveries or services during last three years.

SIGNATURE

Name:

Designation:

Authorised Signatory

Date : _____ ' 2023

Place:

Company Seal

Annexure-V: Bidder's Experience on ILL and DDoS projects

Reference No: LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated 22/06/2023

Reg : Internet Leased Link with DDoS Protection

A. Information of the ILL with DDoS solution projects undertaken:

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

B. Information of the ILL projects undertaken:

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

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

Authorised Signatory

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

Date :
Place:

Official Seal of the company

Annexure-VI: Bank Guarantee Format for E.M.D.

This Deed of Guarantee executed by the _____ (Bank name) a Scheduled bank within the meaning of the Reserve bank of India Act and carrying out banking business including guarantee business at Mumbai and other places having its head office at _____ (hereinafter referred to as “the Bank”) in favour of Life Insurance Corporation of India, formed under section III of the LIC Act, 1956 (hereinafter referred to as “the Corporation”) having its Information Technology Dept. of Central Office at the 2nd floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai 400 054, for an amount not exceeding Rs. 25,00,000 (Rupees Twenty Five Lakhs only) at the request of (Vendor Name & Address) _____ (hereinafter referred to as the “Vendor”).

This Guarantee is issued subject to the condition that the liability of the bank under this Guarantee is limited to a maximum of Rs. 25,00,000 (Rupees Twenty Five Lakhs only) and the Guarantee shall remain in force up to _____ date (valid for a period of _____) and cannot be invoked, otherwise than by a written demand or claim under this guarantee served on the bank on or before _____ (Date) by the Corporation.

Whereas _____ (Vendors name) having its head office at _____ (address), is participating in the RFP Ref. No. **LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated:22/06/2023** for “Internet Leased Link with DDoS Protection ” and subsequent modifications issued on _____.

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

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Vendor, up to a total amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default as per the terms and conditions of the RFP Ref. No. **LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated 22/06/2023:** for “Internet Leased Link with DDoS Protection ” and without cavil or argument, any sum or sums as specified by you within the limit of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) as aforesaid, without your need to prove or to show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

1. The bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise.
2. Our liability under this guarantee is restricted to a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs only).
3. The bank Guarantee will be valid for a period up to _____. (Note : Validity of **BG should be one year** from the date of submission of BG to the Corporation, including the claim period).
4. A written claim or demand for payment under this bank Guarantee is the only condition precedent for payment of part/ full sum under the guarantee to the Corporation.
5. The corporation need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

DATED AT THIS DAY OF 2023

SEALED & SIGNED BY BANK

Annexure-VII: Format for Non-Disclosure Agreement.

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

Non-disclosure Agreement (NDA)

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

BY AND BETWEEN

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

AND

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

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

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

WHEREAS, the Respondent is aware that while responding to LIC’s Request For Proposal (RFP) “Internet Leased Link with DDoS Protection ” **Ref: LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated 22/06/2023**; , the Respondent may be gathering information on LIC’s Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., (“Proprietary Information”) indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

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

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

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

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

- distribute or disclose to any other person any of the Confidential Information;
- permit any other person to have access to the Confidential Information;
- use the Confidential Information for any purpose other than the Permitted Use ; or disclose to any other person
- That discussions, investigations or negotiations are taking place concerning a possible transaction between the Parties, or the terms, conditions, status or other facts regarding a possible transaction between the Parties, or that Respondent has received Confidential Information from LIC. Notwithstanding the above, Respondent may disclose

the Confidential Information, and portions thereof to its directors, officers, employees and representatives of its advisors (collectively, "Representatives") who need to know such Confidential Information for the purpose of evaluating a possible transaction between the Parties. It is understood that the Respondent will inform their respective Representatives of the confidential nature of the Confidential Information and will require its Representatives to be bound by this Agreement and not to disclose the Confidential Information to any other person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. The

arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator with mutual consent. The place of arbitration shall be Mumbai, India and the arbitration proceedings shall take place in the English language. IN WITNESS WHEREOF, the Respondent has caused this Agreement to be executed as of the date set forth above.

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

Signature

Authorised Signatory

Name:

Designation:

Date :

Place:

Office Seal:

Annexure-VIII: Technical Bid Format (Given separately in an Excel sheet)

Annexure-IX: Commercial Bid (indicative) Format (Given separately in an Excel sheet)

Annexure-X: Commercial Bid final after reverse auction (Will be provided to winning bidder)

Annexure XII – Manufacturer’s Authorization Form (MAF)

Ref: LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated 22/06/2023
Internet Leased Link with DDoS Protection

To,

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

Dear Sir,

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

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

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

_____ (OEM) certify that, the equipment being sold would not be declared End of Support (EoS) in the next 6 Years and that _____ (OEM) shall supply suitable substitute in case EoS of equipment. Also _____ (OEM) certifies that the products being sold would be covered under Warranty / Support and support will be available for next six years (five years initially and one year if extension is provided) from the date of installation at LIC of India.

The products being sold under this RFP will be provided back to back/direct support with the OEM for five years. It would be the highest level of support provided by the OEM and would be able to meet the SLA parameters.

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

Yours faithfully,

Name of person
For and on behalf of M/s _____

Designation
Contact Details

Date :

Place : _____ (Name of Original Equipment Manufacturer - OEM) (Seal of the OEM)

Annexure-XIII- 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	Antares Systems Limited, “Honganasu”, #137/3, Bangalore Mysore Road, Opp. KMS Coach Builders, Kengeri, Bangalore – 560 060
email	lokesh.hr@antaressystems.com

Help Desk Contact Details:

E-mail& Mobile Numbers:

sushant.sp@antaressystems.com -- +91 9731468511

lokesh.hr@antaressystems.com -- +91 9686115304

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

Submission of Tender Fees: (When Applicable)

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

Submission of Earnest Money Deposit: (When applicable)

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

Tender Download:

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

Submission of online bids:**(These may be clarified from M/s Antares (Tenderwizard) as required)**

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

Opening of Tender (Electronic offers):

- (a) Eligibility and Technical Bid shall be opened on the mentioned dates.**
- (b) The date of opening of Price Bid shall be intimated to the Eligible Bidders.**

Annexure-XIV: Format for Site Note Ready (SNR) certificate

Ref: LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated 22/06/2023

Internet Leased Link with DDoS Protection

Name of the Vendor			
Office & department where equipments delivered			
Reference of LIC's Purchase Order No. and date		PO No.	Dated :
Make and Model of the equipment(s) which were delivered, physically verified and POST done was done	S.No	Description of the equipments	Serial Number of the equipment (if available)
	1.		
	2.		
Activities performed by the vendor		(Yes/No)	Remarks (if any)
Verification of the equipments delivered with the Purchase Order :			
Power On Self-Test (POST) was successful			
The Box was sealed, stamped and signed after successful POST			
This is certified that, the delivery has been found correct as per the above referred Purchase Order and POST was successful. The equipments could not be installed because of the following reason(s) :			
Sl.No	Brief description of the reason of Site not being ready		Please Tick the reason(s)
1	Location : Site/Place is not finalized (where the equipment is supposed to be installed)		
2	Any other reason (please specify) :		
Likely date of the site getting ready for installation (Please mention the date)=>			
Signature and seal of the Authorized LIC official		Signature of the Vendor's Engineer	
Name		Name	
Designation		Date :	
SR Number		Contact No.	
E-Mail ID		E-Mail ID	
Note :			
<ul style="list-style-type: none"> ➤ The Site-Not-Ready (SNR) certificate has to be issued only when delivery of all the equipments (for that particular site) has been completed by the vendor for that site and POST was carried out successfully. ➤ If delivery is NOT complete i.e. either some parts are missing or are damaged then, SNR will not be issued and only the "Short-Shipment Form" shall be issued by LIC. 			

Annexure XV-Format for Short Shipment Form

Ref: LIC-CO/IT-BPR/FW/RFP/2023-24/01 Dated 22/06/2023
Internet Leased Link with DDoS Protection

SHORT SHIPMENT FORM (LIC)			
Name of the Vendor			
Office & department where equipments delivered			
Reference of LIC's Purchase Order No. and date-			
On verification of the consignment for LIC's Networking equipments, following items/components were MISSING:			
Date of Delivery of the consignment		Dated :	
S.No	Description of Item:	Quantity as per the Purchase order	Quantity actually found/received.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
Comments by LIC (if any):			
Comments by Vendor's engineer (if any):			
Signature and seal of the Authorised LIC official		Signature of the Vendor's Engineer	
Name		Name	
Designation		Date :	
SR Number		Place :	Contact No.
E-Mail ID		E-Mail ID	

Annexure XVI : Pre-contract Integrity Pact : (Separately given as PDF)