



Request for proposal for on-site consultant for managing F5 BIG IP and BIG IQ infrastructure along with WAF, DDoS and BOT

Reference: LIC/CO/IT-SD/F5/Onsite

Dated 09/01/2024



Life Insurance Corporation of India

Central Office, Information Technology – SD Department
“Jeevan Seva” Annexe, II Floor, South Wing,
Santacruz (W), Mumbai 400054.



co_ittenders@licindia.com



<https://licindia.in/Bottom-Links/Tenders>
<https://www.tenderwizard.com/LIC>

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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 Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021
Bidder	An entity submitting a bid in response to this RFP.
RFP	This Request for Proposal
Bid	The Bidder’s written submissions in response to the RFP signed by Authorized Signatory of the bidder.
Authorized Signatory	The person authorized by the company’s Board/ Managing Director/ Director for signing the bid documents on behalf of the bidder.
Application Delivery Controller (ADC)	Application Delivery Controller (ADC) is a device that acts as a reverse proxy and distributes network or application traffic across a number of servers. ADCs are used to increase capacity and reliability of applications.
Deliverables & Services	Means all services as per scope of work defined in the RFP.
Business Day	shall be construed as a day excluding Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by the State Government of Maharashtra or Central Government of India
Day	Calendar Day
Clarifications	includes Addenda, corrigenda and clarifications issued by LIC to the RFP
Contract Value	The value of lowest commercial bid made by the successful vendor during online reverse auction
L1 quote	Lowest price discovered through Commercial Bid and /or through Online Reverse Auction
L1 Bidder	Bidder whose quote is L1 Quote
Successful Bidder	The L1 Bidder to whom LIC notifies the award of contract
Vendor	Means the successful Bidder with whom LIC signs the contract for providing services required under the RFP.
Purchase Order	Means the purchase order issued in favour of the successful bidder.
Specifications	Means all the functional, operational, performance or other characteristics required of a Product or Service mentioned in this RFP or any of the Annexures or Addendum to the RFP.
“Party” and “Parties”	Each of the parties i.e. LIC and Successful bidder are collectively referred to as the ‘Parties’ and individually as a ‘Party’.

Default Notice	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof
Law	Shall mean any Act, notification, byelaw, rules and regulations, directive, ordinance, order or instruction having the force of law, enacted or issued by the Central Government and/ or the Government of any state or any other Government or regulatory authority.
Personnel	Means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof.
Requirements	Shall mean and include the Annexures, details, description of technical and functional specifications, performance characteristics, standards (Indian as well as International) and Scope of Work as applicable and specified in the RFP.
Timelines	Wherever Timelines have been defined as days, weeks, months, they will mean calendar days, calendar weeks and calendar months.
Date of Acceptance	The system shall be deemed to have been accepted by LIC, subsequent to its commissioning, when all the activities as defined in the scope of work related to the acceptance of system have been successfully executed and completed and a certificate from LIC is obtained by the Vendor. The date of acceptance of system will be the one stated in the Certificate issued in writing from LIC and duly signed by an authorized official of LIC.
Specified Personnel	Personnel deployed by the Vendor on the project to meet the requirements of the RFP within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan in response to this RFP.
Concurrent users	Means the number of simultaneous users accessing the system at the same time.
BFSI	Banking, Financial Services and Insurance companies that provide a range of such products/services
Agreement	Any written contract between the Life Insurance Corporation of India and the successful bidder with respect to any/all deliverables or services contemplated by this RFP. Any Agreement shall be deemed to incorporate, as schedules, this RFP , all addenda/corrigenda issued by LIC, the Bid of the successful bidder and mutually agreed modifications thereto.
Acceptance of Tender	Means the letter / fax / e-mail or any memorandum communicating to the bidder about the acceptance of this tender.

Contract	An Agreement signed between 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.
Solution / Services / Work / Systems	Means all services, scope of work and deliverables to be provided by the Bidder as described in the RFP and includes services ancillary to the implementation/ development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training and other obligations of the Supplier covered under this RFP.
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".
UAT	The final phase in software development process in which the software will be tested for functionality by panel of users to ensure it can handle required tasks in real -world scenarios according to the specifications.

2. Abbreviations

Abbreviations	Description	Abbreviations	Description
#	Serial Number	ADC	Application Delivery Controller
AMC	Annual Maintenance Contract	OEM	Original Equipment Manufacturer
MEC	Minimum Eligibility Criteria	OS	Operating System
GST	Goods & Services Tax	OWASP	Open Web Application Security Protocol
DC	Data Centre	PBG	Performance Bank Guarantee
DD	Demand Draft	PC	Personal Computer
DDoS	Distributed Denial of Service	PDI	Pre Dispatch Factory Inspection
CO	Central Office, LIC	PO	Purchase Order
DOS	Denial of Service	PO VALUE	Purchase Order Value
DR	Disaster Recovery	PAN	Permanent Account Number
EMD	Earnest Money Deposit	PSU	Public Sector Undertaking
IT/SD	Information Technology / Software Development Department	RFP	Request for Proposal
IT	Information Technology	RHEL	Red Hat Enterprise Linux
NDA	Non-Disclosure Agreement	POST	Power-On-Self-Test
ED(IT/SD)	Executive Director (IT/SD)	SI	System Integrator
SLB	Server Load Balancer	SLA	Service Level Agreement
LLB	Link Load Balancer	SLM	Second Line Maintenance
MAF	Manufacturer Agreement Form	SNR	Site Not Ready
RTO	Recovery Time Objective	SPOC	Single Point of Contact
BCP	Business Continuity Planning	INR	Indian Rupee
SOW	Scope of Work	RPO	Recovery Point Objective

3. Invitation to Bid

Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (Act 31 of 1956) and having its Corporate Office at “Yogakshema”, Jeevan Bima Marg, Mumbai – 400021, invites online tenders (technical and commercial) for **procurement of services of on-site consultant for managing F5 BIG IP and BIG IQ infrastructure along with WAF, DDoS and BOT.**

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

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

Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself/herself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him/her in his/her Bid. Bids submitted after the time and date fixed for online submission of bids as set out in the invitation to Bid shall be rejected. The Bidder should try to submit the Bid well before the last date and time and hence to avoid any inconvenience at the last moment.

4. Activity Schedule

1	RFP Reference	LIC/CO/IT-SD/F5/Onsite dated 09/01/2024
2	RFP for	On-site consultant for managing F5 BIG IP and BIG IQ infrastructure along with WAF, DDoS and BOT
3	Bid Fee (Non-refundable)	Not applicable
4	EMD	Bidder to submit Bid Securing Declaration (Refer Annexure VIII).
5	Performance Security by Successful Bidder	10% of the Annual Cost
6	Date of Issue of RFP	09/01/2024, Tuesday
7	Last date for submission of pre-bid queries	16/01/2024, Tuesday
8	Date of Online Pre-Bid Meeting	17/01/2024, Wednesday at 11.00 Hrs. (IST) # Refer to the below meeting link: https://licindia.webex.com/licindia/j.php?MTID=mcb78da327a9102d1e44ce7a1b3e8a704
9	Last Date and time for Bid Submission	01/02/2024 03:00 PM
10	Opening of Technical Bids	01/02/2024 03:30 PM
11	Opening of Commercial Bids	Will be intimated to the technically qualified Bidders at a later date.
12	Address for communication	Life Insurance Corporation of India Central Office, Information Technology – SD Department “Jeevan Seva” Annexe, II Floor, South Wing, Santacruz (W), Mumbai 400054.
13	Contact Numbers	Mr. Dushyant Singh – 9998306189/022 6709 0443 Mr. Nitin Biniwale - 9833936211
14	Email Id	co_ittenders@licindia.com
15	Mode of Bid Submission	Online (Refer Instructions to bidders)

5. Present Technical Environment

OEM/Technology	F5 BIG IP LTM F5 BIG IP ASM BIG IQ F5 Appliance: 8 Nos. BIG IQ Management Server : 1 Nos Data Collection Devices : 2 Nos
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6. Brief on scope of work

Life Insurance Corporation of India (“LIC”) is inviting online tenders for One (01) Onsite Technical Consultant engagement for 12 months, who will be responsible for managing, administering, and monitoring F5 solutions and related components in use at Life Insurance Corporation of India located at Vile Parle Data Centre and IDC, Prabhadevi, Mumbai . For detailed scope of work please refer section E: Scope of Work.

Section B: Minimum Eligibility Criteria

1. Minimum Eligibility Criteria

A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria

Ser. No	Basic Requirement	Specific Requirement	Documents Required
1	Bidder must be a legal entity	Any of the following: i. Company incorporated in India under the Companies Act 1956/2013 and subsequent amendments there to or ii. Registered as a partnership firm (registered under the Partnership Act, 1932) or iii. A limited liability partnership (under the Limited Liability Partnership Act, 2008) in India. or iv. Companies registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date or v. Start-up company recognized from the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion)	a. Copy of Certificate of Incorporation and/or b. Copy of Certificate of LLP Identification and/or c. Copy of Registration Certificate and/or d. Copy of MSME/UDYAM Certificate and/or e. Proof of being registered as Start up as per Department of Industrial Policy and Promotion (DIPP), under the Union Ministry for Commerce and Industry notifications (for Startups only).
2	Tax Registration	Bidder must be Registered with the Tax Authorities	Copy of PAN & GSTIN Certificate

Ser. No	Basic Requirement	Specific Requirement	Documents Required
			and any other tax related document if applicable is required to be submitted along with the eligibility bid.
3	Blacklisting	Bidder should not have been debarred / black-listed by Indian Government/PSU/Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Self-declaration to this effect on the company's letterhead should be submitted. (Refer Annexure V)
4	Legal Clearance	Bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Annexure I
5	Partnership with F5	Bidder must be a Partner with F5 for F5 BIG IP and F5 BIG IQ solutions	Certificate by F5
6	Incomplete Project, Assignments, Services	The bidder must not have exhibited a record of poor performance such as abandoning works, not completing the contractual obligations properly, inordinately delaying completion of projects/assignments or financial failures, etc. in any project/assignment in the preceding 5 (five) years	Annexure I
7	On-site Resource (One Number)	The bidder must provide one on-site resource with following minimum qualifications; Graduate preferably with engineering background with a minimum of 2 years of experience on F5 BIG IP, minimum 1 year experience on F5 BIG IQ and F5 BIG AIP ASM. The resource must be experienced in developing, applying and managing iRules and policies. The resource must be experienced in developing, applying and managing WAF/ASM policies, DDoS and BOT profiles. The resource must also have hand-on experience in managing F5 BIG IP devices using F5 BIG IQ solution	Profile of the proposed resource providing details of the experience as per the requirements of the RFP

Section C: Instructions to Bidders

1. Download and Submission of Tender Document

This is an e-Tender and hence Bids must be submitted online through e procurement portal.

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

No hardcopy of the tender will be accepted. Bidder must register themselves on eProcurement website well in advance and download RFP before their online bid submission. All documents are to be scanned and uploaded. Bids should be submitted well before the closing time. Submitting the bid online in the last few hours before the bid closing time should be avoided in the bidder's own interest.

Neither the Service Provider nor LIC will be responsible for any lapses /failure on the part of the bidder, in such cases.

All documents should be scanned and uploaded. Only Successful bidder will be required to submit the hardcopy (physical submission) of the entire uploaded document. There may be nominal registration charges for registering in the Tender Wizard Portal and are to be paid directly to the service provider by the bidder. The Commercial Bid is to be uploaded on the online platform along with the eligibility and technical bid. The Commercial Bids of technically qualified bidders will be opened online at a later date on the platform provided.

For Registration and for further details on e-tendering, please visit
<http://www.tenderwizard.com/LIC>

or

Contact the help desk whose details are mentioned below: Address: #24, Sudha Complex, 03rd Stage, 04th Block, Basaveshwaranagara, Bengaluru – 560079.

e-Mail: dscprocessingunit@yahoo.com

Help Desk Contact Details:

sushant.sp@antaressystems.com – +91 9731468511

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

2. Cost of Bidding

The bidder shall be responsible for and bear all the costs incurred in connection with participation in the RFP process, preparation and submission of its bid, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, demonstration of the prototype of the proposed solution 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.

3. Qualification Criteria

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

4. Terms and Conditions

- a. Right to accept any proposal and to reject any or all proposal(s)
LIC reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract/Purchase order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for LIC’s action.
- b. Contacting LIC
No Bidder shall contact through any means of communications LIC or its employees on any matter relating to this bid, from the time of the bid opening to the time the Contract/Purchase order is awarded. If the bidder wishes to bring additional information to the notice of LIC, it should do so through the designated email-id as given in the Activity Schedule or in writing till the evaluation process is over. Any effort by a Bidder to influence LIC in its decisions on bid evaluation, bid comparison or contract/Purchase order award may result in rejection of the Bidder’s bid.
- c. Right to terminate the process
 - i. 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
 - ii. 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.
 - iii. 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.
 - iv. LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. The decision of LIC will be final in this matter.

5. Pre-Bid Meeting

An Online Pre-bid meeting will be held with all the interested bidders as per the details given in the Activity Schedule.

6. 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 before the date and time mentioned in the Activity Schedule in the following format to the email id **co_ittenders@licindia.com**, the file size per e-mail not exceeding 1MB. No other form of communication shall be entertained.

Ref: LIC/CO/IT-SD/F5/Onsite Dated 09/01/2024			
Ser. No.	RFP Document Reference	Clause of RFP requiring clarification	Query in reference to the clause
	(Section & Page No.)		

- c) LIC shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by LIC.
- d) No consideration will be given to communications from bidders seeking clarifications for pre-bid queries received after the date and time stipulated by LIC and no extension of time will be permitted for the same. However, LIC reserves the right to extend the last date and time for the same at its own discretion.
- e) At any time prior to the last date for receipt of bids, LIC may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document.
- f) Clarifications/ Corrigendum (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document and would be notified on the official webpage of LIC <http://www.licindia.in> (Tender Section). The bidders in their own interest are requested to check website regularly to know the updates.
- g) 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.
- h) Requests for clarification on telephone will not be entertained.

7. Relationship between LIC and the bidder

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

8. 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

9. EMD

Bidder to submit Bid Securing Declaration (Refer Annexure VIII)

10. Instructions for Bid Submission

- d. 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.
- e. Bid currencies
Prices for all the components shall be quoted in Indian Rupee. The Bids in currencies other than INR will not be considered.
- f. Eligibility Form
Refer to **Annexure III (Minimum Eligibility Criteria)**
- g. Commercial Bid
Refer to **Annexure VI (Commercial Bid Form)**
- h. 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.
- i. Modification and Withdrawal of Bid
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 bidders shall be property of LIC.
- j. Compliant Bids/Completeness of response
 - i. The responses to this EOI 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.
 - ii. Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this EOI document carefully. Submission of the bid/ proposal shall be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications.

- iii. Failure to comply with the requirements as set out within the EOI and failure to submit the bid as detailed in the EOI may render the bid non-compliant. In such a case, the bid may be rejected.
- iv. Bid with insufficient information to permit a thorough evaluation may be rejected.
- v. 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.
- vi. If a bid is not responsive and not fulfilling all the terms and conditions of the EOI, it may not be considered and will be rejected by LIC and may not subsequently be made responsive by the Bidder by correction of the non-conformity. However, LIC reserves the right, to waive/ modify any of the requirements of the bid in the best interests of LIC.
- vii. Rejection of non-compliant bid:
 - LIC reserves the right to reject any or all bids on the basis of any deviation(s).
 - Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

- k. Revised Commercial Bid (If applicable)

LIC may call for any additional information/document by way of clarification etc. before the finalization of the bid. Also, during scrutiny of bid, if any technical specification/s and/or scope of work is/are changed or if there is a need of normalization for hardware/software to meet LIC's requirement, all the bidders will be informed of the same and asked to submit fresh commercial quotations. 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 bid.

- l. Bid Validity Period

Bids shall remain valid for 180 days after the submission of Bids as prescribed by LIC, in the "Activity Schedule". LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period. In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid

- m. Late Bids

Bids received after the date and time specified in the "Activity Schedule" will not be considered and will be rejected. LIC may, at its sole discretion change the date/time of submission and LIC's decision in this matter will be final. LIC will not be responsible for non-receipt of Bids within the specified date and time due to any reason.

- n. Documents Required for the Bid Submission

11. Procedure for opening of Bids

Bids received within the specified closing date and time in the Activity Schedule will be opened **online** on the specified date, time and venue as given in the Activity

- a. The date, time and venue of the opening of the Bids shall be as per the Activity Schedule.
- b. After completion of evaluation of eligibility and technical bid, the result of the bidders qualifying for the commercial evaluation will be notified on the LIC website and may be intimated to all participating bidders.
- c. Technical Bids will be evaluated only of those bidders declared as “qualified” as per the MEC.
- d. On completion of the Bids evaluation, the list of short listed bidders and the date, time and venue of opening of their Commercial bids will be notified on LIC website and may be intimated to all shortlisted bidders.
- e. Commercial bids of only the bidders shortlisted in the bid evaluation will be opened by the Tender Opening Committee of LIC in the presence of the bidders/their Authorized representatives who choose to attend.

12. Clarification sought by LIC 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 through the designated mail. If any compliance or clarification sought by LIC is not submitted within 7 business days or the time as communicated by LIC 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.

13. Modification and Withdrawal of the Bids

No bid can be 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.

14. Compliant Bids / Completeness of Response

- i. 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.
- ii. Bidders are advised to study all instructions, clarifications, terms, requirements, 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.

- iii. 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.
- iv. Bid with insufficient information to permit a thorough evaluation may be rejected.
- v. 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.
- vi. Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid, in, the best interests of LIC.
- vii. If a bid is not responsive and not fulfilling all the conditions of the RFP and not meeting technical specifications and requirement, it will be rejected by the Corporation and may not subsequently be made responsive by the bidder by correction of the non-conformity.

15. 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.

16. 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. LIC reserves the right to call for any clarification from any/all bidder(s) during the evaluation of the bids. Such clarifications should be submitted only in writing. No other correspondence on bids will be entertained.
 - a. Technicalities or minor irregularities in bids may be waived during evaluation if it is in LIC's best interest. The bidder may either be given an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or the deficiency waived if it is to LIC's advantage so.
 - b. 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.

17. Eligibility Criteria Evaluation

The Bidder needs to comply with all the eligibility criteria as provided in Section Minimum Eligibility Criteria (MEC) to be eligible. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. All credential letters/purchase orders/contract/Purchase order copies should be appropriately bound, labeled and segregated in the respective areas. The Bidder needs to provide the minimum number of credentials as provided in the eligibility criteria, but there is no restriction on the number of credentials a Bidder can provide.

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

18. Technical Bid evaluation process

The Technical Bid shall be evaluated based on Technical Proposal form submitted as per **Annexure VII (Technical Proposal Form)**.

19. Commercial Bid evaluation process

- a) Only those Bidders who qualify in Technical evaluation would be shortlisted for commercial evaluation
- b) The Bidder has to specify both in figures & words for all price quoted in Commercial Bid.
- c) The prices quoted by bidder shall be in Indian Rupees only and will be inclusive of tax any other Government taxes & levies as at Mumbai. Tax, wherever applicable, will be paid as per actuals.
- d) The bidder should quote the prices for all the items in Commercial bid format as per **Annexure VI (Commercial Bid Form)**
- e) Arithmetical errors will be rectified on the following basis:
 - i. 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.
 - ii. If there is discrepancy between the amount in words and figures, the amount in words will prevail.

20. Online Reverse Auction

There will be no reverse auction for this RFP.

21. Award Criteria

LIC will declare a bidder who is evaluated as eligible, qualified and commercially lowest as the successful bidder. LIC will notify the successful bidder to enter into the contract/Purchase order in writing through a letter of Notification of Award.

22. Request to extend validity period and EMD by LIC

Not applicable

23. Signing of contract

Post submission of Performance Guarantee by the successful bidder, LIC may enter into a contract/Purchase order with the successful bidder, incorporating all clauses of RFP, all clarifications and the response to the RFP of the successful bidder.

24. Notice and other communication

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

24.1 A Notice must be: a) In writing, in English and signed by a person duly authorized by the sender; 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 notices:
Executive Director (IT / SD)
Life Insurance Corporation of India, Central Office,
IT Department, 6th Floor, West Wing,
"Yogakshema", Nariman Point,
Mumbai – 400021. Bidder's Address for notices:

<Mention Bidder's address here>

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.

Section D: Terms and Conditions

1. Terms and conditions regarding bidding

- a. 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 RFP or submission of a bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of his bid. While LIC 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.
- b. Any notice by one party to the other pursuant to the Contract/Purchase order shall be sent by e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract/Purchase order. All communications shall be addressed to The CHIEF (IT/SD), LIC of India, Central Office, IT/SD Department,

2nd Floor, Jeevan Seva Annexe Building, S.V. Road, Santacruz – West, Mumbai-400054.

- c. LIC may waive off any minor non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiving does not prejudice or affect the relative ranking of any bidder.
- d. Bid with insufficient information may be rejected.
- e. LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f. It will be the responsibility of the bidder 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.

2. Other terms and conditions

2.1 Assignment

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

2.2 Non-disclosure Agreement

During the contract period, the Personnel of Bidder will have access to confidential information of LIC of India such as IP addresses, server configuration, server security design, architecture, etc. The Bidder 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 Bidder may use the information only for serving LIC's interest and restrict disclosure of information solely to those employees of Bidder 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 Bidder under this agreement and require such employees to maintain these obligations. The successful bidder has to sign NDA as per **Annexure IX**. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting.

2.3 Performance Bank Guarantee

10% of the Annual Cost (Without GST)

2.4 Issue of Purchase Order

Post submission of Performance Guarantee by the successful bidder, Life Insurance Corporation of India will issue a purchase order in favour of successful bidder, incorporating references to this RFP, corrigendum, all clauses, pre-bid clarifications and the proposal of the bidder.

2.5 Access to LIC's premises

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

2.6 Conduct at LIC's premises

The selected Bidder 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.

2.7 Dispute resolution

2.7.1 Reconciliation Process

If a dispute arises in relation to the conduct of the Contract/Purchase order (Dispute), a party must comply with this clause before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause.

2.7.2 Notification

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

2.7.3 Parties to resolve Dispute

During the 30 days after a notice is given under clause (clause no.) (Or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then, the parties agree that any dispute or differences under or in connection with agreement or any breach thereof, which cannot be settled by mutual negotiation between the parties shall be finally settled by arbitration conducted in accordance with Arbitration and Conciliation Act, 1996 or any modifications, Rules, or enactments thereof. Each party shall appoint its Arbitrator and the two respective arbitrators appointed by each party shall appoint presiding arbitrator to adjudicate the dispute, difference, or claim between the parties. The arbitration proceedings shall be conducted in English Language and the venue of the arbitration shall be Mumbai. The parties agree that the award passed by the arbitrators shall be final and binding upon the parties. The parties hereby further agree to submit themselves to the exclusive jurisdiction of the courts in Mumbai. The cost of arbitration shall be borne by the parties in such manner, as the arbitrator shall decide in the arbitral award.

2.8 Termination

2.8.1 Right to terminate

If Bidder fails to comply with the 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/Purchase order immediately by giving the Bidder written notice of 15 days.

2.8.2 Termination and reduction for convenience

- a) LIC, by a written notice of at least 90 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective
- b) LIC may, at any time, by a prior written notice of 30days, reduce the scope OR duration of the Services.
- c) On receipt of a notice of termination or reduction the Bidder 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/Purchase order Material; and continue work on any part of the Services not affected by the notice.
- d) If the contract/Purchase order is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination.
- e) 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.
- f) LIC is not liable to pay compensation under clause ('C') supra, if the amount, in addition to any amounts paid or due, or becoming due, to the Bidder under the contract/Purchase order, exceeds the total service charges payable under the Contract/Purchase order. The Bidder is not entitled to compensation for loss of prospective profits.
- g) The systems that are complete and ready for delivery within 30 days after the Bidder's receipt of notice of termination shall be accepted by LIC as per the Contract/Purchase order. For the remaining systems, LIC may choose to have any portion completed and delivered at the Contract/Purchase order terms and prices, and /or to cancel the remainder and pay to the Bidder an agreed

amount for partially completed systems and for materials and parts previously procured by the Bidder

2.8.3 Termination by LIC for default

LIC may, without prejudice to any other remedy for breach of contract/Purchase order, by written notice of default sent to the Bidder, terminate the Contract/Purchase order in whole or part if the Bidder fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Bidder fails to perform any other obligation(s) under the Contract/Purchase order. In the event of LIC terminating the Contract/Purchase order 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 from third party, and the Bidder shall be liable to LIC for any excess costs for such similar systems or Services. However, the Bidder shall continue the performance of the Contract/Purchase order to the extent not terminated.

2.8.4 Termination for Insolvency

- a) LIC may at any time terminate the Contract/Purchase order by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC.
- b) In case of termination under this clause, LIC is liable to pay for all the services performed by the Bidder till the effective date of termination.

2.8.5 After termination

On termination of the contract/Purchase order the Bidder 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

2.9 Survival

The following clauses survive the termination and expiry of the contract/Purchase order:

- Intellectual Property Rights
- Indemnity
- Insurance
- Confidentiality
- Protection of personal information
- Security
- Knowledge transfer

2.10 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared void by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly 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

2.11 Consequences of Termination of contract with the Selected Bidder

In the event of termination of contract/Purchase order with 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 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 or 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.

2.12 Force Majeure Condition

2.12.1 Occurrence of unforeseen events

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

2.12.2 Notice of unforeseen event

When the circumstances described in the contract/Purchase order arise or are reasonably perceived by the affected party as an imminent possibility, the affected party will give notice of those circumstances to the other party as soon as possible but within 2 calendar days, identifying the effect they will have on its performance. An Affected Party will make all reasonable efforts

to minimize the effects of such circumstances on the performance of the contract/Purchase order.

2.12.3 Consequences of termination

If the Contract/Purchase order is terminated:

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

2.13 Limitation of liability

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

2.14 Confidentiality

The contents of this RFP and the supporting documentation are confidential to LIC 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/Purchase order or the award of any subsequent order or contract/Purchase order to the bidder.

2.15 Copyright violation and Patent rights

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

2.16 Fraud and corrupt practices

The bidder, its 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/Purchase order without being liable in any manner whatsoever to

the Bidder, if it determines that the Bidder 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 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/Bidder may not be allowed to participate in any RFP issued by LIC, for a period which will be decided by LIC, from the date such Bidder 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 hereinafter 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 person 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 Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.17 Ambiguities within the document

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

(a) as between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

(b) as between the provisions of this RFP and its Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures; and (c) as between any value written in numerals and that in words, the value in words shall prevail.

2.18 Conflict of Interest

The Bidder 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.

2.18.1 Warranty that there is no conflict of interest

The Vendor will warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the contract/Purchase order no conflict of interest exists or is likely

to arise in the performance of its obligations under the contract/Purchase order.

a. A Vendor will not have a conflict of interest that may affect the Services

b. LIC requires that the Vendor provides professional, objective, and impartial services and at all times hold LIC's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Vendor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to LIC, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC.

c. Without limiting the generality of the above, a Vendor shall be deemed to have a Conflict of Interest, if there is a conflict among this and other assignments of the Vendor (including its personnel and other members, if any) and any subsidiaries or entities controlled by the Vendor or having common controlling shareholders. The duties of the Vendor will depend on the circumstances of each case. While providing services to LIC for this particular assignment, the Vendor shall not take up any assignment that by its nature will result in conflict with the present assignment;

2.18.2 Notification of a conflict of interest

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

2.19 Disqualification

LIC may at its sole discretion and at any time, disqualify any Bidder, under the following circumstances:

- The Bidder has made any misleading or false representation in the statements and attachments submitted in or along with the RFP;
- The bidder has exhibited a record of poor performance such as abandoning works, not completing the contractual obligations properly, inordinately delaying completion of projects/assignments or financial failures, etc. in any project/assignment in the preceding 5 (five) years;
- **The bidder has submitted a proposal that is not accompanied by required documents or is non-responsive;**
- The bidder has failed to provide clarifications related thereto, when sought;

- The bidder has been blacklisted by any Private/ Central/State government/Public Sector Undertaking/autonomous organization under Central/State government.
- The bidder has submitted more than one Proposal (without withdrawing previous proposals).
- Any form of canvassing or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.
- Any other condition as LIC may deem fit for disqualification.

2.20 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 reject its bid and / or 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 PBG in part or full.
- b) LIC reserves the right to accept or reject any bid and annul the RFP process and reject all bids, at any time prior to award of contract/Purchase order 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 where the same appears to be incorrect, inaccurate or inappropriate in its 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 its best interest. However, this will be done before opening of the commercial bid(s).
- f) LIC may call for any additional information /document by way of clarification before the finalization of this tender process.
- g) Procurement of any equipment/components outside this tender.
- h) In case of any unforeseen issues, LIC will decide the course of action based on merits of each case. The decision taken by LIC will be final and binding on all the bidders/ selected bidder.
- i) LIC may terminate the agreement if it determines at any time that the Bidder or its representative(s) were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the agreement, even if the concerned Bidder has taken timely and appropriate action satisfactory to LIC to remedy the situation.
- j) The decision of LIC in all matters will be final and binding on all bidders participating in this bid.

2.21 Cooperation with Personnel and Entities interacting with LIC

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

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

2.22 Warranties

The Vendor will have to represent and warrant that:

- a) It has the right to enter into the Contract/Purchase order resulting this RFP;
- b) It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
- c) Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- d) The Services will be complete, accurate and free from material faults; and
- e) It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into LIC's systems or any Deliverables any Harmful Code.

2.23 Personnel

2.23.1 Use of Specified Personnel

- a) The Vendor will provide the Services or any part of the Services to which their particular experience relates, with the active involvement of, and using the skill of the Specified Personnel
- b) Ensure that each of the Specified Personnel is aware of and complies with the Vendor's obligations in providing the Services.

2.23.2 If the Specified Personnel are not available

Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the Vendor will notify LIC immediately. The Vendor will:

- a) If requested by LIC, provide a replacement person of suitable ability and qualifications, having appropriate technical qualifications and experience equivalent or more than the replaced person, at no additional charge and at the earliest opportunity; and
- b) Obtain LIC's written consent prior to appointing any such replacement person

2.23.3 LIC may Request Replacement of Personnel

LIC may at any time request the Vendor to remove from work any of the Specified Personnel. The Vendor must promptly arrange for the removal of such Personnel and their replacement in accordance with the process outlined in this RFP.

2.24 Intellectual Property Rights

Third Party Material:

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

LIC ownership of Intellectual Property Rights in Contract Material:

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

Rights in Vendor's Pre-existing IPR

There shall be no assignment or transfer of any Vendor's pre-existing IPRs (including any amendments, modifications or enhancements thereto) pursuant to this Agreement.

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 as provided

Remedy for breach of warranty

If someone claims, or LIC reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Vendor will, in addition to the indemnity clause in this RFP and to any other rights that LIC may have against it, promptly, at the Vendor's expense:

- a) Use its best efforts to secure the rights for LIC to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- b) Replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

c) 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.

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.

2.25 Indemnity

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

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

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

- a) Procure the right for LIC to continue using it,
- b) Replace it with a non-infringing equivalent,
- c) Modify it to make it non-infringing.

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

The indemnities set out shall be subject to the following conditions:

- a) LIC as promptly as practicable informs the Vendor in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b) LIC will, at the cost of the Vendor, give the Vendor all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- c) If the Vendor does not assume full control over the Defense of a claim as provided in this Article, the Vendor may participate in such Defense at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the vendor;
- d) LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Vendor;
- e) All settlements of claims subject to indemnification under this Clause will:
 - i. Be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - ii. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- f) LIC will account to the Vendor for all awards, settlements, damages and costs (if any) finally awarded in favour of LIC which are to be paid to it in connection with any such claim or proceedings;
- g) LIC will take steps that the Vendor may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- h) in the event that the Vendor is obligated to indemnify LIC pursuant to this Article, the Vendor will, upon payment of such Indemnity in full, be subrogated to all rights and defenses of LIC with respect to the claims to which such indemnification relates; and
- i) if a Party makes a claim under the indemnity set out as mentioned above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

2.26 Change in constitution

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

Section E: Scope of Work

Life Insurance Corporation of India (“LIC”) is inviting online tenders for One (01) Onsite Technical Consultant engagement for 12 months, who will be responsible for managing, administering, and monitoring F5 solutions and related components in use at Life Insurance Corporation of India located at;

Vile Parle Data Centre and IDC, Prabhadevi, Mumbai .

Selected firm will depute one onsite resources who will be responsible to Manage, Administer & Monitor F5 Solutions. Firm will own and ensure the entire resource management with regards qualification, relevant skillset, certification, leave management, backup resource and replacement of resources.

Selected firm will deploy the proposed Technical Consultant for LIC’s Onsite Assignment within 30 Days from the date of purchase order.

Proposed Technical Consultant will be technically evaluated for eligibility based on Interview and /or challenge assignment by LIC.

The technical resource will be responsible for the following,

A. F5 BIG IP infrastructure management

The granular activities include;

1. Administration and Management
2. Building iRules and Policies
3. Creation and Monitoring of Virtual Services and related configurations
4. Web acceleration, caching, compression
5. Scheduling and monitoring of Backups
6. Compliance to IS Audit findings and recommendations
7. Perform troubleshooting on F5 BIG-IP (LTM & ASM) & BIG-IQ solution components related issues by performing analysis and fine tuning
8. Escalate solution related issues to the OEM’s technical support as per client’s support agreement. Liaise, end to end co-ordinate and follow-up with OEM technical support
9. Patching, update and upgrade activities
10. Documentation of protection policies and changes
11. Perform installation, re-installation, configuration, and upgrade of F5 BIG-IP (LTM & ASM) & BIG-IQ solution components in client’s environment during service period

B. F5 BIG IP ASM related jobs

1. Monitor, maintain and fine tune existing ASM policies
 2. Protect Business applications from OWASP top 10 attacks
 3. Identify and block spoofed and anonymous proxy based connections
 4. Application and Network DOS + DDOS prevention
 5. Prevent Zombie based and distributed attacks
 6. Monitor, report and mitigate DDoS, BOT and other type of attacks
 7. Monitor the incidents and Identify and block spoofed and anonymous proxy-based connections
 8. Ensure the right set of policies are configured to Prevent Zombie based and distributed attacks
 9. Coordination for web application on-boarding and testing
 10. Documentation of protection policies and changes
- C. BIG IQ Administration and Management
1. Administration and management
 2. Applying Upgrades and patches
 3. Managing Backups
 4. Monitor and manage Data Collection Devices
- D. Troubleshooting and IS Audit Compliance
1. Network packet capture (on F5 devices and back end servers) and analysis
 2. Identify network latency
 3. Coordination with Firewall, Network teams and OEM
 4. Resolutions on the IS Audit queries
 5. SIEM Integration
 6. Technical guidance, and/or training to co-workers (LIC)
 7. Documentation and monthly reporting on activities performed

Resource Replacement:

In case of failure to meet the standards of performance as required by LIC , (which includes efficiency, cooperation, discipline and performance) selected agency may be asked to replace the resource without any penalty for replacement/exit within 30 days from the issuance of letter from LIC over which applicable penalty shall be applied. The new resource (replacing resource) will be accepted by LIC only if he fulfils the minimum eligibility criteria. The outgoing resource would complete the knowledge transfer with the replaced resource as per the satisfaction of the LIC.

With respect to software components, configurations, rules developed for LIC under this assignment, all the work shall be considered property of LIC, and LIC shall have full and complete ownership and IPR of all software computer programs, documentation and/or source codes developed

Penalty for Absence/Delays:

No deduction will be made for absence up to a max of 12 days in a year apart from LIC's holidays (NI Act). Any additional absence without replacement beyond the 12 days per year of engagement will result in penalty at twice the per man day rate for each such day of absence.

Man day rate will be arrived at by dividing the man month rate by 22 days. Delay in deployment of resource beyond the 30 days from the date of purchase order or replacement letter by LIC, will result in penalty at twice the per man day rate for each such day of delay.

In connection with the provision of the Services, the Vendor must have and maintain for the Contract Period, valid and enforceable insurance policies for:

- public liability;
- either professional indemnity or errors and omissions; and
- Workers' compensation as required by law.

Program Governance:

The Program Governance will be carried out by off-site program manager from the selected firm at LIFE INSURANCE CORPORATION OF INDIA premises on quarterly basis. Selected firm will share the Escalation Matrix with Escalation Level, Name, Contact Number and Email ID.

Section F: Payment Terms

1. Payments will be made quarterly in arrears
2. TDS will be deducted for any payment made by LIC as per prevailing rules.
3. Documents to be produced for release of payment;
 - Invoice (it should contain reference of Purchase Order for execution, acceptance certificates for services delivered, total amount details)

Section G: Annexures

Annexure I

<On company letterhead>

Covering Letter

RFP Ref: LIC/CO/IT-SD/F5/Onsite Dated 09/01/2024

To,

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

Sir/Madam,

Re: RFP for on-site consultant for managing F5 BIG IP and BIG IQ infrastructure along with WAF, DDoS and BOT dated 09/01/2024.

Having examined the RFP document, terms and conditions including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Oracle Advanced Customer Support (ACS) services, in conformity with the said RFP documents in accordance with 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 13th November, 2023 and also subsequent modifications / clarifications / corrigenda.

We understand that,

- 1) 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 and notification of award shall constitute a binding contract between us.
- 2) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Documents.
- 3) We agree to abide by this Tender Offer for 6 months from date of Tender (Eligibility Bid) opening and our offer shall remain binding on us and may be accepted by LIC at any time before expiry of the offer.
- 4) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 5) We agree that LIC is not bound to accept the lowest or any Bid that LIC may receive and LIC may reject any bid, or accept or entrust the entire work to any Bidder without assigning any reasons or giving any explanation whatsoever.

6) We certify that we have provided all the information requested by LIC in the format requested for. We also understand that LIC has the exclusive right to reject this offer in case LIC is of the opinion that the required information is not provided or is provided in a different format.

7) We 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 Bidder'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.

8) We certify that, we have not exhibited a record of poor performance such as abandoning works, not completing the contractual obligations properly, inordinately delaying completion of projects/assignments or financial failures, etc. in any project/assignment in the preceding 5 (five) years

9) We certify that, there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.

Dated at _____ this _____ day of _____, 2024

Thanking you,

Yours faithfully

Authorized Signatory

For <Company Name>

Annexure II

<On company letterhead>

Company Profile

RFP Ref: LIC/CO/IT-SD/F5/Onsite Dated 09/01/2024

To,

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

Sir/Madam,

Re: Company Profile

1	Name of company	
2	Whether OEM, System Integrator or Authorized Channel Partner of OEM with Gold/Tier-1 or Silver/Tier2 partnership with F5 (Partnership level to be stated) (Certificate from OEM to be attached)	
3	Company registered as (Public/Private Limited)	
4	Date of Incorporation	
5	Address of company's registered office (along with email id where all the communications can be sent w.r.t. this RFP)	
6	GST Registration No. (Attach GST Registration Certificate)	
7	PAN (Attach copy of PAN)	
8	Details of Authorized Signatory	

Authorized Signatory

Name:

Designation:

Name and address of the company

<Company Seal>

Place:

Date:

Annexure III

<On company letterhead>

Minimum Eligibility Criteria

RFP Ref: LIC/CO/IT-SD/F5/Onsite Dated 09/01/2024

To,

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

Sir/Madam,

Re: Minimum Eligibility criteria

Ser. No	Basic Requirement	Specific Requirement	Response by the bidder
1	Bidder must be a legal entity	Any of the following: i. Company incorporated in India under the Companies Act 1956/2013 and subsequent amendments there to or ii. Registered as a partnership firm (registered under the Partnership Act, 1932) or iii. A limited liability partnership (under the Limited Liability Partnership Act, 2008) in India. or iv. Companies registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date or v. Start-up company recognized from the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion)	
2	Tax Registration	Bidder must be Registered with the Tax Authorities	
3	Blacklisting	Bidder should not have been debarred / black-listed by Indian Government/PSU/Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	
4	Legal Clearance	Bidder should ensure that there are no legal proceedings / inquiries /	

		investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	
5	Partnership with F5	Bidder must be a Partner with F5 for F5 BIG IP and F5 BIG IQ solutions	
6	Incomplete Project, Assignments, Services	The bidder must not have exhibited a record of poor performance such as abandoning works, not completing the contractual obligations properly, inordinately delaying completion of projects/assignments or financial failures, etc. in any project/assignment in the preceding 5 (five) years	
7	On-site Resource (One Number)	The bidder must provide one on-site resource with following minimum qualifications; Graduate preferably with engineering background with a minimum of 2 years of experience on F5 BIG IP, minimum 1 year experience on F5 BIG IQ and F5 BIG AIP ASM. The resource must be experienced in developing, applying and managing iRules and policies. The resource must be experienced in developing, applying and managing WAF/ASM policies, DDoS and BOT profiles. The resource must also have hand-on experience in managing F5 BIG IP devices using F5 BIG IQ solution	

Bidder must also submit **Authorization/Power of Attorney** or **Board Resolution** duly authorizing the authorized signatory to act on behalf of the Bidder for all legal and financial matters pertaining to this Bid and the resulting contract/Purchase order, if any.

Authorized Signatory

Place:

Date:

Annexure IV

<On company letterhead>

To be signed by the bidder company's Board / Director / Managing Director

Authorization for signing all the documents related to RFP

RFP Ref: LIC/CO/IT-SD/F5/Onsite Dated 09/01/2024

To,

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

Sir/Madam,

Re: RFP for on-site consultant for managing F5 BIG IP and BIG IQ infrastructure along with WAF, DDoS and BOT dated 09/01/2024

I / We, _____ (name & designation), by the powers vested in me/us, hereby authorize Mr./ Mrs./ Ms. _____ to sign the documents to be submitted for participation in the above referred RFP, and its subsequent modifications/clarifications, as "Authorized Signatory" on behalf of our company.

The signature of Mr. / Mrs./ Ms. _____ is as below



(Sample Signatures of the Authorized Signatory)

Yours Faithfully,

Name:

Designation:

Name & address of the company

<Company Seal>

Place:

Date:

Annexure V

<On company letterhead>

Declaration regarding non-Blacklisting

RFP Ref: LIC/CO/IT-SD/F5/Onsite Dated 09/01/2024

To,

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

Sir/Madam,

Re: Declaration regarding non-Blacklisting

This has reference to the LIC's RFP Reference No: LIC/CO/IT-SD/F5/Onsite Dated 09/01/2024, for on-site consultant for managing F5 BIG IP and BIG IQ infrastructure along with WAF, DDoS and BOT.

We _____ (name and address of the bidder) hereby confirm that we have not been blacklisted by any Govt./PSU/BFSI organization/ Government Departments in India, including LIC for corrupt or fraudulent practices or non-delivery /non-performance in the last three years, 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. There is no legal action being taken against us for any cause in any legal jurisdiction during last three years.

Authorized Signatory

Place:

Date:

Annexure VI
<On company letterhead>
Commercial Bid form

RFP Ref: LIC/CO/IT-SD/F5/Onsite Dated 09/01/2024

To,

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

Sir/Madam,

Re: RFP for on-site consultant for managing F5 BIG IP and BIG IQ infrastructure along with WAF, DDoS and BOT dated 09/01/2024

Sl. No	Professional Services Fees	Monthly Charges (INR) without GST (A)	Charges for 12 months (INR) without GST (B)	GST (C)	Total (INR) (B+C)
I	One (01) Onsite Technical Consultant for 1) F5 BIG-IP LTM 2) F5 BIG-IP ASM 3) F5 BIG-IQ 4) Network troubleshooting, SIEM Integration, training and documentation Place of Work: LIC of India, Santacruz (W), Mumbai.				

- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- The commercial figure quoted will be an all-inclusive figure – inclusive of out of pocket expenses, traveling, boarding, lodging and all taxes, duties, etc. payable. No such expenses will be reimbursed separately. The bid price shall be in Indian Rupees.
- Any conditional bid would be rejected
- Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.
- Delivery time for Services: 30 days from the date of issue of purchase order

Name & Signature of authorized signatory

Seal of Company

Place and Date:

Annexure VII

<On company letterhead>

Technical Proposal form

To be signed by the proposed Consultant and Authorized Signatory both.

RFP Ref: LIC/CO/IT-SD/F5/Onsite Dated 09/01/2024

1. INFORMATION ABOUT THE BIDDER		
S.No	Particulars	Details
1	Name of Firm	
2	Nature of Entity (Company/LLP/Partnership)	
3	Date of Incorporation and/or Commencement of business	
4	Certificate of Incorporation	Enclose Copy
5	Brief Information on the Bidder and the main area of business	
6	PAN Number of the Firm	PAN Number: Enclose Copy of PAN
7	GSTN Number of the Firm	GSTN Number :
8	Website URL of the Firm	

9	<p>Authorized Signatory of the Firm</p> <p>(a) Name</p> <p>(b) Designation</p> <p>(c) Address</p> <p>(d) Mobile Number</p> <p>(e) LandLine</p> <p>(f) Email Address</p>	Enclose board resolution
10	<p>Consultant (the person who will be provided on-site) Details</p> <p>(a) Name</p> <p>(b) Designation</p> <p>(c) Address</p> <p>(d) Mobile Number</p> <p>(e) Landline No.</p> <p>(f) Email Address</p>	
11	Other Relevant Information	

Technical Score Sheet

SI	Technical Criteria	Scoring Criteria	Max Score	
1	<p>Minimum two years post qualification experience.</p> <p>Consultant must possess necessary experience, expertise and ability to undertake and fulfill the obligations, involved in the performance of the scope of work and required deliverables.</p>	4 Marks for every completed year of relevant experience	20	Minimum 2 of Relevant Experience.
<p>Bidder Response :</p> <p>Name of Consultant :</p> <p>Consultant Experience Details:</p> <p>Total Number Years of Post Qualification Experience:</p> <p>Total Number of Relevant experience for the Assignment :</p>				

SI	Technical Criteria	Scoring Criteria	Max Score	
Supporting Details for the Experience:				
2	<p>Relevant experience of the proposed Consultant on F5 devices. These include:</p> <ul style="list-style-type: none"> -F5 Local Traffic Manager -F5 Web Acceleration Module -F5 Access Policy Manager -F5 BIG IP ASM (WAF) -F5 Global Traffic Manager -F5 DNS -iRule(Scripting) -Experience on Wire shark, network packet analyzer and other relevant network tools. 	5 marks for each completed year.	30	Minimum 1 Year of Relevant Experience.
<p>Bidder Submission on relevant assignment, must provide sufficient details on the assignments, duration, start and end dates, nature and scope of assignment and deliverables and status of assignment, client letter on satisfactory completion of assignment etc . Relevant Work Undertaken that Best Illustrates the experience as required for the Role (Among the assignments in which the consultant has been involved, indicate the information for those assignments that best illustrate consultant capability to handle the tasks required in the RFP)</p>				

SI	Technical Criteria	Scoring Criteria	Max Score	
<p>Name of Consultant :</p> <p>Assignment 1.</p> <p>Name of assignment:</p> <p>Year:</p> <p>Location:</p> <p>Main assignment features:</p> <p>Activities performed:</p> <p>List Similar nature of activities relevant to this assignment :</p> <p>Assignment 2.</p> <p>Assignment 3.</p> <p>Assignment 4.</p> <p>Assignment 5.</p>				
3	F5 Certifications by the proposed online consultant. F5 101 , F5 201 and above	Technical Submission	20	10 Marks for every certification

SI	Technical Criteria	Scoring Criteria	Max Score
Certifications of the Consultant :			
4	Personal Interview and demonstration of the skills of the consultants.		30 Minimum 15 marks
Consultant CV/Interview and Demonstration			

Curriculum Vitae (CV) of Consultant

1. Name of Firm [Insert name of firm proposing the staff]:
2. Name of Consultant [Insert full name]:
3. Date of Birth:
4. Nationality:
5. Education [Indicate college/university and other specialized education of staff member, giving names of

Institutions, degrees obtained, and dates of obtainment]:

6.
 - a) Total No. of years of experience:
 - b) Total No. of years of experience relevant to the assignment:
 - c) Area of expertise as required for the Scope of Work. List areas of expertise and tools and other relevant details for the assignment.

7. Total No. of years with the firm:
8. Certifications and Trainings attended:
9. Membership of Professional Associations:
10. Employment Record [Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From (Year):

To (Year):

Name of employing organization:

Positions held:

10. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

(Signature of the Consultant)

Day/Month/Year and Place.

Name & Signature of authorized signatory

Seal of Company

Place and Date:

Annexure VIII

Bid Securing Declaration Form

(Notarized on stamp paper of value INR 500/-)

To,

The Executive Director (IT/SD),

Life Insurance Corporation of India,
Central Office, Information Technology Department,
“Jeevan Seva” Annex Building, 2nd Floor, South Wing,
Santacruz (West), S. V. Road, Mumbai – 400054

RFP Reference: Request for proposal for on-site consultant for managing F5 BIG IP and BIG IQ infrastructure along with WAF, DDoS and BOT (LIC/CO/IT-SD/F5/Onsite Dated 09/01/2024)

I/We the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - i. fail or reuse to execute the contract, if required, or
 - ii. fail or refuse to furnish the Performance Security, in accordance with the Section 6.9 of the mentioned RFP.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- a. the receipt of your notification of the name of the successful Bidder; or
- b. Thirty (30) days after the expiration of the validity of my/our Bid.

Signature of the Authorized SignatoryName:

Designation:

Name & Address of the company:

Seal of the Company

Duly authorized to sign this Authorization on behalf of: [insert complete name of

Bidder]

Dated on _____ day of _____ 2024

Annexure IX

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on - _____ ("**Effective Date**") by and between:

- (A) **<Company Name>**, a company incorporated in **<Place>**- having its registered office at: **<Address>** (hereinafter referred to as **<Referred By>**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);
and
- (B) **Life Insurance Corporation of India** (hereinafter referred to as "LIC", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), 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

(Each a "**party**" and together the "**parties**").

IT IS AGREED:

<Name of the Party> and the -LIC each possesses certain proprietary and confidential information which they may wish to disclose to each other for the purpose of *exchanging information with each other in connection with, in the course of, or for the purpose of <RFP Reference> for LIC* (the "**Purpose**").

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party, this Agreement sets out the parties' respective obligations with respect to the Confidential Information which one party to this Agreement receives (the "**Receiving Party**") from the other party (the "**Disclosing Party**").

1 DEFINITIONS AND INTERPRETATION

In this Agreement:

"**Affiliate**" in respect of any party, means a person or entity controlling, controlled by, or under the common control of that party, including joint venture operations in which a party may have direct or indirect participation.

"**Confidential Information**" means any information, disclosed for the Purpose by the Disclosing Party to the Receiving Party in writing (including by email, fax and other forms of electronic transmission) or orally, which:

- (a) is not generally known to the public;
- (b) either derives economic value, actual or potential, from not being generally known or has a character such that the Disclosing Party and/or any third party from whom the Disclosing

Party has received the Confidential Information has a legitimate interest in maintaining its secrecy;

- (c) relates to the Disclosing Party's business (and/or to those of its suppliers and clients, and/or any third party from whom the Disclosing Party has received the Confidential Information) and includes, but is not limited to: equipment; software; designs; technology; technical documentation; product or service specifications; marketing or business plans and strategy; pricing information; financial information; information relating to existing, previous, and potential suppliers, customers, and contracts; inventions; trade secrets; trademarks; intellectual property; applications; methodologies; insurance practices, plans, and strategies, and other know-how which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, as confidential to the Disclosing Party. Confidential Information includes original information supplied by the Disclosing Party, as well as all paper and electronic copies;
- (d) includes the existence and terms of this Agreement; and
- (e) Confidential Information excludes information which:
 - (i) is publicly available at the time of its disclosure under this Agreement;
 - (ii) becomes publicly available (other than as a result of disclosure by the Receiving Party contrary to the terms of this Agreement);
 - (iii) was lawfully in the possession of the Receiving Party free of any restriction as to its use or disclosure prior to it being disclosed under this Agreement; or
 - (iv) is or has been developed independently by the Receiving Party and without use of the Confidential Information disclosed under this Agreement.

-

“Applicable Law(s)” means all laws, ordinances, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations, directions, notices, guidelines and circulars of any Indian governmental authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time-to-time hereafter.

“Authorized Partners/Persons” shall mean concerning each Party, the members, directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) and controlling persons of such Party;

1.2 In this Agreement (unless the context requires otherwise):

1.2.1 The terms “hereof”, “herein”, “hereby”, “hereto”, “hereunder” and derivative or similar words refer to this entire Agreement;

1.2.2 Heading, sub-headings and bold typeface are only for convenience and shall be ignored for interpretation;

1.2.3 Any term or expression used but not defined herein shall have the same meaning attributable to it under Applicable Law:

1.2.4 Words importing the singular include the plural and vice-versa; and

1.2.5 Any reference to this Agreement or other document shall include all amendments, changes and/ or modifications made to this Agreement or such other document in accordance with the provisions hereof or thereof.

2 TERM

This Agreement and the obligations contained in this Agreement shall remain effective for a period of-five (5) years beginning on the Effective Date, unless terminated earlier by either party providing fifteen days prior written notice of such termination to the other party.

3 CONFIDENTIALITY OBLIGATIONS

3.1 In return for the Disclosing Party making Confidential Information available, the Receiving Party agrees in relation to the Confidential Information to:

- (a) keep it confidential and use an appropriate degree of care (which, in any case, shall not be less than a reasonable degree of care) to prevent disclosure or unauthorised access of the Confidential Information in contravention of the terms of this Agreement;
- (b) use it exclusively in relation to the Purpose;
- (c) not copy or reproduce the Confidential Information except as reasonably required for the Purpose and to ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on all copies;
- (d) not use the Confidential Information in any way which is detrimental to the Purpose or the interests of the Disclosing Party;
- (e) disclose it only to such of its' or its Affiliates' directors, employees, agents, subcontractors or professional advisors ("**Representatives**") who need to know the Confidential Information for the Purpose and who have been advised of the obligations of confidentiality and are obligated to keep the Confidential Information confidential;
- (f) not disclose and procure that none of its Representatives, directly or indirectly, discloses the Confidential Information to any third party without the prior written consent of the Disclosing Party and, if the Disclosing Party so requests, procure that any third-party recipients subject to a confidentiality agreement with the Receiving Party on terms substantially similar to those contained in this Agreement; and
- (g) < _____ > may use the -LIC's Confidential Information in combination with other data for statistical or analytical purposes for the Purpose provided that neither the -LIC nor any of its employees is identifiable under that Confidential Information.
- (h) Notify the other Party immediately, if it becomes aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Authorized Person.
- (i) Shall not use the Confidential Information to the competitive disadvantage of the Disclosing Party; and

- (j) Hold the Disclosing Party harmless and indemnified from any direct liability, direct damage, direct loss, reasonable cost or expense (including any reasonable attorney's fees) incurred or suffered by the Disclosing Party on account of the proven breach of any provision of this Agreement by the Receiving Party; provided, however, that the total liability of the Receiving Party shall under no circumstances exceed the fees received by the Receiving Party in connection with the Purpose, except in the event of wilful misconduct or gross negligence by the Receiving Party.
- 3.1.1 The respective Confidentiality obligations under this Agreement shall continue for a period of 5 (five) years following the termination of this Agreement.
- 3.1.2 Neither of the Parties may use or reference the other's name, logos or trademarks without its prior written consent.
- 3.1.3 All Confidential Information shall be deemed to be (and all copies thereof or of any part or parts thereof shall become upon the creation thereof) and shall remain the property of the Disclosing Party.
- 3.2 Upon expiry or termination of this Agreement, if the Disclosing Party so requests in writing, the Recipient shall, in 7 (seven) days, return to the Disclosing Party or use its reasonable efforts to the extent technically achievable and permissible by law, to destroy all the Confidential Information, and copies thereof, received by the Receiving Party or any of its Representatives. Notwithstanding the foregoing, the Receiving Party may retain copies of the Confidential Information (a) for its internal record retention purposes and consistent with its record retention policy, to meet the requirements of its professional indemnity insurance arrangements and any applicable legal, regulatory or internal compliance obligations, and (b) where that information has been automatically saved electronically under any back-up system or which constitutes temporary files, metadata or other electronic files generally considered not to be retrievable without applying specialised techniques, in each case provided that such copies shall continue to be held in accordance with the provisions of this Agreement.
- 3.3 The Receiving Party acknowledges that the Confidential Information may not be accurate or complete and the Disclosing Party makes no representation or warranty (express or implied) as to the accuracy, completeness or reasonableness of the Confidential Information. The Disclosing Party shall not be liable to the Receiving Party or to any person to whom the Receiving Party discloses the Confidential Information if it is relied on.
- 3.4 Nothing in paragraph 3.3 operates to limit or exclude any liability for fraud.
- 4 COMPELLED DISCLOSURE**
- 4.1 The Receiving Party may disclose Confidential Information of the Disclosing Party if required by law, government investigations or other legal process, whether under an order of a court of

competent jurisdiction, government tribunal, or by another appropriate regulatory body (“**Compelled Disclosure**”).

- 4.2 If the Receiving Party is required to disclose Confidential Information as part of a Compelled Disclosure, the Receiving Party will give prior written notice of such requirement to the Disclosing Party to the extent such notice is not prohibited by law. Reasonable efforts will be made to provide this notice to allow the Disclosing Party (at Receiving Party’s sole cost and expense) to seek an appropriate confidentiality agreement, protective order, or modification of any such disclosure, and the Receiving Party will reasonably cooperate in such efforts.

5 **DATA PROTECTION**

- 5.1 In the event any Confidential Information contains personal data (including special categories of data) each party acknowledges, confirms and represents for its own part that it shall (a) process the personal data solely for the Purpose and in accordance with the Applicable - Laws and this Agreement, (b) where applicable, provide necessary notices and obtain relevant permissions, (c) have a lawful basis to process personal data for the Purpose and (d) implement appropriate technical and organisational security measures in relation to processing the personal data, which shall ensure a level of security appropriate to the risk.
- 5.2 Each party will on request provide reasonable assistance necessary to enable the other party to comply with -the Applicable Law(s) in relation to the personal data in particular with respect to responding to requests by data subjects and/or data protection authorities, and personal data breaches.
- 5.3 Each party acknowledges and agrees that due to the global nature of services provided by <Company Name>, Confidential Information provided by the -LIC may be transmitted, used, stored and/or otherwise processed outside the country where the -LIC submits that information. <Company Name> shall be responsible to LIC for maintaining the confidentiality of LIC’s information and shall also follow all the Applicable Laws of India in this matter.
- 5.4 The Disclosing Party acknowledges and confirms that (a) all instructions given by the Disclosing Party to the Receiving Party in respect of personal data shall be in accordance with - the Applicable Law(s); and (b) all personal data collected or sourced by it or on its behalf for processing in connection with the Purpose and/or for the performance of this Agreement or which is otherwise provided or made available to the Receiving Party, has been collected or otherwise obtained in compliance with the -Applicable Law(s).

6 **GENERAL**

- 6.1 This Agreement binds the parties, their respective successors and permitted assigns, constitutes the whole agreement between the parties and supersedes any prior oral or written agreement or understanding relating to the Purpose. This Agreement cannot be amended, changed, or terminated except by a written instrument executed by a duly authorised representative of each party. This Agreement and the supply of Confidential Information do not impose an obligation on either party to continue discussions or negotiations in connection with the Purpose or otherwise enter into a business relationship or provide any services. This Agreement only relates to the disclosure of information. In the event a party wishes to engage the other party to provide services, the parties shall enter into a subsequent agreement that will apply to such services, and which shall contain appropriate confidentiality obligations which will supersede the terms of this Agreement unless otherwise agreed in writing between the parties.
- 6.2 Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent.
- 6.3 Nothing in this Agreement will transfer to the Receiving Party or any third party any right or interest whatsoever in any Confidential Information or intellectual property owned by, or licensed to, the Disclosing Party or any Affiliate of the Disclosing Party.
- 6.4 Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any person, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.
- 6.5 If any provision of this Agreement is held to be invalid, unenforceable or illegal, the other provisions of this Agreement shall remain in force.
- 6.6 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or will prevent any future exercise in whole or in part thereof.
- 6.7 The parties acknowledge that the unauthorised use or disclosure of the Confidential Information could cause irreparable harm to the Disclosing Party. Without prejudice to any other rights or remedies which the Disclosing Party may have, the Receiving Party acknowledges and agrees that damages may not be an adequate remedy for any breach by the Receiving Party of the provisions of this Agreement and the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any imminently likely or actual breach of the provisions of this Agreement by the Receiving Party.
- 6.8 Notices delivered in connection with this Agreement must be in writing and delivered to the address set out in the first paragraph of this Agreement to the attention of - the Authorised

Representative of each Party under this Agreement or as changed by the parties by written notice delivered to each other from time to time in accordance with this Agreement.

- 6.9 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. If the Parties fail to appoint the Arbitrator by mutual consent within 30 (thirty) days from the date of notice of arbitration, then, the Parties shall appoint 1 (one) arbitrator each and both these appointed arbitrators shall mutually appoint the third arbitrator who shall be the presiding arbitrator. The place of arbitration shall be Courts in Mumbai, India and the arbitration proceedings shall take place in the English language.
- 6.10 Each party must pay its own costs in connection with the negotiation, preparation and execution of this Agreement.
- 6.11 This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original. Signatures may be provided in digital form (such as Digital Signature Certificates (DSC) or transmitted only by electronic means (such as via email confirmation, PDF or facsimile).
- 6.12 Without the written consent of LIC the – **<Company Name>** or any of his consortium partners should not make public announcements/comments on any website/or issues any media statements about the LIC, RFP or RFP process.
- 6.13 The – **<Company Name>** shall ensure that in no case its employees or representative use any USB or connectivity device in the hardware systems of LIC without permission from LIC.
- 6.14 The – **<Company Name>** shall ensure that their employees will not disclose any information of LIC even after they cease to be the employees of the - **<Company Name>**. The **<Company Name>** shall ensure this by its own internal agreements.

THIS AGREEMENT is signed by the parties' duly authorised representatives in acceptance of the terms set out above.

Signed for and on behalf of:

Signed for and on behalf of:

<Company Name>

Life Insurance Corporation of India -

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Section H: List of Annexures to be submitted

Ser.	Annexure
I	Covering Letter
II	Company Profile
III	Minimum Eligibility Criteria
IV	Authorization for signing all the documents related to RFP
V	Declaration regarding non-Blacklisting
VI	Commercial Bid form
VII	Technical Proposal form
VIII	Bid Securing Declaration Form
IX	Non-disclosure and confidentiality agreement

CHIEF (IT/SD)

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