



## RFP for Empanelment of Service Providers for providing Cloud Services on rate contract basis in Life Insurance Corporation of India

Reference number: LIC/CO/IT-DT/2025/Cloud/RFP Dated: 31<sup>st</sup> January, 2025

Life Insurance Corporation of India,  
Central Office, Information Technology – Digital Transformation,  
Third Floor, South Wing - "Jeevan Seva Annexe",  
S.V. Road, Santacruz (W), Mumbai – 400054  
Email: [co\\_itpvm\\_rfp@licindia.com](mailto:co_itpvm_rfp@licindia.com)

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## Table of Contents

|  |    |
|--|----|
| 1. Notice inviting RFP                       | 4  |
| 2. Document control sheet                    | 5  |
| 3. Definitions                               | 7  |
| 4. Introduction                              | 9  |
| 5. Instructions to bidder(s)                 | 10 |
| 5.1 Bid evaluation process                   | 10 |
| 5.2 Eligibility / pre-qualification criteria | 10 |
| 5.3 Financial bids format and evaluation     | 13 |
| 5.4 Clarification on RFP document            | 14 |
| 5.5 Preparation of bid                       | 14 |
| 5.6 Deviations                               | 15 |
| 5.7 Validity of bids                         | 15 |
| 5.8 Amendment to the RFP document            | 15 |
| 5.9 Bid opening                              | 16 |
| 5.10 Disqualifications                       | 16 |
| 5.11 Issue of Letter of Intent (LoI)         | 17 |
| 5.12 Performance security                    | 17 |
| 5.13 Signing of contract                     | 18 |
| 5.14 Work orders                             | 18 |
| 5.15 Fraud and corrupt / malpractices        | 20 |
| 6. General Contract Conditions               | 20 |
| 6.1 Standards of performance                 | 20 |
| 6.2 Contract Period                          | 20 |
| 6.3 Prices                                   | 20 |
| 6.4 Addition of Line Items                   | 21 |
| 6.5 Payment Terms                            | 21 |
| 6.6 Confidentiality                          | 23 |
| 6.7 Termination of contract or Work Orders   | 23 |
| 6.8 Exit Management                          | 24 |
| 6.9 Force Majeure                            | 25 |
| 6.10 Resolution of disputes                  | 26 |
| 6.11 Legal Jurisdiction                      | 27 |
| 6.12 Amendment to the contract               | 27 |
| 7. Scope of Work                             | 28 |
| 7.1 Introduction                             | 28 |
| 7.2 Disaster Recovery Services               | 31 |
| 7.3 Cloud Managed Services                   | 31 |
| 8. SLA and Penalties                         | 34 |
| 8.2 Helpdesk Services                        | 36 |

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021**

|  |    |
|--|----|
| 8.3 Hosting Environment Availability   | 38 |
| 9. Annexures   | 39 |
| 9.1 Bid Covering letter  | 39 |
| 9.2 Format for Self-Declaration  | 42 |
| 9.3 Bid Securing Declaration Form  | 44 |
| 9.4 Information Security Certificate   | 45 |
| 9.5 Undertaking for Restriction on Procurement due to National Security (Declaration Pertaining to Land Border Clause) | 47 |
| 9.6 Manufacturer’s Authorization Form (MAF)  | 48 |
| 9.7 Remittance Details   | 50 |
| 9.8 List of Cloud Service/ Items   | 51 |
| 9.9 Non- Disclosure Agreement  | 61 |
| 9.10 Pre Contract Integrity Pact   | 66 |
| 9.11 Performance Bank Guarantee  | 73 |
| 9.12 Information and Instruction to the Bidder(s) for using ONLINE ELECTRONIC TENDERING SYSTEM (e-TS)                  | 75 |

## 1. Notice for Invitation for Request for Proposal

### Life Insurance Corporation of India

**RFP Reference Number: LIC/CO/IT-DT/2025/Cloud/RFP Dated: 31<sup>st</sup> January, 2025**

Life Insurance Corporation of India invites online bids for the Rate Contract of Service Providers for providing Cloud Services. Closing date and time for submitting the bids is 25<sup>th</sup> February, 2025 at 3:00 PM. For details log on to LICs website Tenders Section

<https://licindia.in/web/guest/tenders> or Central Public Procurement Portal (CPPP) at

<https://eprocure.gov.in/epublish/app> or e-Tendering System portal for LIC at

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

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

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

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

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

Subject to any law to the contrary and to the maximum extent permitted by law, LIC and its Directors, Officers, employees, agents disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document and any addendum/corrigendum to it or conduct ancillary to it whether or not the loss or damage arise in connection with any omission, default, lack of care or misrepresentation on the part of LIC or any of its officers, employees or agents. All information processed by the Bidder during solution deployment and maintenance belongs to LIC. By having the responsibility to maintain the infrastructure, the Bidder does not acquire implicit access right to the information or right to redistribute the information

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## 2. Document control sheet

| SN | Particular   | Details   |
|----|--|---|
| 1. | Document reference number                          | LIC/CO/IT-DT/2025/Cloud/RFP<br>Dated: 31 <sup>st</sup> January, 2025<br><br>RFP may be downloaded from LICs website Tenders Section.<br><a href="https://licindia.in/web/guest/tenders">https://licindia.in/web/guest/tenders</a><br>or Central Public Procurement Portal (CPPP) at <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a><br>or e-Tendering System portal for LIC at <a href="https://www.tenderwizard.com/LIC">https://www.tenderwizard.com/LIC</a>  |
| 2. | Date for Floating of this RFP                      | 31 <sup>st</sup> January, 2025  |
| 3. | Date and time for submission of email queries      | 11 <sup>th</sup> February, 2025 3:00 PM (IST)   |
| 4. | Pre-bid meeting (by pre-registration only)         | 13 <sup>th</sup> February, 2025 11:00 AM (IST)<br><br>Pre-bid meeting would be held at the following address and also through Video Conference.<br><br>Life Insurance Corporation of India, Central Office, Information Technology -SD, 3rd Floor, Conference hall, South Wing - "Jeevan Seva Annexe", S.V. Road, Santacruz (W), Mumbai - 400054<br><br>Only 2 representatives of the bidder will be allowed to attend the meeting and the names, email and mobile number of the attendees will have to be informed to the mail id as mentioned ( <a href="mailto:co_itpvm_rfp@licindia.com">co_itpvm_rfp@licindia.com</a> ).<br><br>Online link for the pre bid meeting will be as follows:<br><br><a href="https://licindiasampark.webex.com/licindiasampark/j.php?MTID=m28ad16c72c836174bc5d202205372152">https://licindiasampark.webex.com/licindiasampark/j.php?MTID=m28ad16c72c836174bc5d202205372152</a><br><br><b>Meeting Password:- 89839386</b> |
| 5. | Last Date and time for submission of bids          | Bid submission End date and Time :25 <sup>th</sup> February, 2025 3:00 PM(IST) -(Upload of documents on e-tender platform)  |
| 6. | Date and time of opening of pre-qualification bids | 25 <sup>th</sup> February, 2025 04:00 PM (IST)  |
| 7. | Date of opening of financial bids                  | To be intimated later   |

Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

|     |  |   |
|-----|--|---|
| 8.  | Address for communication                  | LIC of India, Central Office, Information Technology – Digital Transformation, Third Floor, South Wing - "Jeevan Seva Annexe", S.V. Road, Santacruz (W), Mumbai – 400054  |
| 9.  | Bid fee & mode of payment (non-refundable) | Rs. 5,000/- (Rs. Five Thousand Only). This amount is exclusive of GST.<br>Total Payable Amount towards Bid fee is Rs. 5,900/- (Rs. 5,000/- + 18% GST on 5000/-)<br>Online NEFT/RTGS to Account of “Life Insurance Corporation of India”<br>Refer: Section 9.7 : Remittance Details<br>Bid Fee must be deposited on or before the last date of bid submission.<br>The Participating bidder(s) shall quote UTR number and date of remittance of Bid fee on the E-tendering Website while submitting the online Bid and must send an email to <a href="mailto:co_itpvm_rfp@licindia.com">co_itpvm_rfp@licindia.com</a> with payment details. |
| 10  | Mode of submission                         | Online ( <a href="http://www.tenderwizard.com/LIC">www.tenderwizard.com/LIC</a> )   |
| 11. | Contact details                            | Any Mail Communication regarding this RFP must be sent to email-id <a href="mailto:co_itpvm_rfp@licindia.com">co_itpvm_rfp@licindia.com</a> only.<br><b>The subject line must contain “RATE CONTRACT OF SERVICE PROVIDERS FOR PROVIDING CLOUD SERVICES RFP 2025”.</b><br>Any mail communication not sent as above may be ignored by LIC of India.<br><br>Contact Person:-<br>Ms. Vaishali Walavalkar<br>022-67090493  |
| 12. | Website for RFP reference                  | LICs website RFPs Section<br><a href="https://licindia.in/web/guest/tenders/">https://licindia.in/web/guest/tenders/</a><br>or Central Public Procurement Portal (CPPP) at <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a><br>or e-tendering System portal for LIC at <a href="https://www.tenderwizard.com/LIC">https://www.tenderwizard.com/LIC</a>   |

Note:

2.1.1 All corrigendum / addendums / clarifications regarding this RFP shall be posted on the above mentioned websites only. No other communication or advertisement will be given.

6

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**Information Technology/SD - Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021**

2.1.2 The above schedule is tentative only and subject to change. Any change to the Activity Schedule will be notified through mentioned websites only. No other communication or advertisement will be given.

### 3. Definitions

- 3.1.1 Unless the context otherwise requires, the following terms whenever used in this RFP and contract have the following meanings.
- 3.1.1.1 Reference to “**LIC/LICI/LIC OF INDIA/Corporation/Life Insurance Corporation of India**” shall be determined in context and may mean without limitation the “Life Insurance Corporation of India”, a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act 31 of 1956) having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021, with its domestic branches and foreign offices, subsidiaries and joint ventures, where LIC has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures, which expression shall, unless repugnant to the context and meaning thereof, shall mean its successors, permitted assignees.
- 3.1.1.2 “Client” refers to any Department / Section of LIC of India which issues the work order for availing cloud services.
- 3.1.1.3 “Bids” means proposal or bid submitted by bidder in response to this RFP.
- 3.1.1.4 “Bidder” means a firm / company / business entity who submits a bid in response to this RFP.
- 3.1.1.5 “Committee” means the committee constituted by LIC of India for evaluation of bids.
- 3.1.1.6 “CSP” means “Cloud Service Provider” which refers to Cloud Service Providers empanelled with MEITY, GOI as per the following link: <https://www.meity.gov.in/content/gi-cloud-meghraj> . Any CSP can bid directly or authorize their ASP for the bidding.
- 3.1.1.7 “ASP” means “Authorized Service Partner” which refers to Authorized Service Partners of the CSPs mentioned in Section 3.1.1.6
- 3.1.1.8 “ESP” or “Empanelled Service Provider” refers to the bidder(s) who are qualified as per the criteria laid down under this document and who submit a valid financial bid. Contract would be signed with each such ESP.
- 3.1.1.9 “Contract” means the rate contract entered between the LIC of India and the ESP for supply of cloud services.



**Information Technology/SD - Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021**

- 3.1.1.10 “Supplier” means the ESP to whom work order is issued for supply of cloud services to LIC of India.
- 3.1.1.11 “Work Order” refers to the work order issued by LIC of India to the Supplier for their requirement.
- 3.1.1.12 “PBG” means “Performance Bank Guarantee”.
- 3.1.1.13 “Similar Work” means providing services related to cloud services.
- 3.1.1.14 “SLA” refers to “Service Level Agreement”
- 3.1.1.15 Recovery Point Objective is the maximum allowable time between recovery points i.e. 30 minutes
- 3.1.1.16 Recovery Time Objective is the maximum amount of time a business process may be disrupted, after a disaster, without suffering unacceptable business consequences i.e. 2 hours.

## 4. Introduction

- 4.1.1 Life Insurance Corporation of India (hereinafter referred to as “LIC”), is a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (Act 31 of 1956) and having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai –400021.
- 4.1.2 Numerous software applications, platforms have been and are being developed for the convenience of the customers, sales intermediaries, employees and other users of LIC of India & automation and digital transformation is going on in various departments of LIC of India. For hosting these applications in a seamless manner, LIC of India intends to empanel firms and sign rate contracts with firms for providing cloud services for hosting various software applications of LIC of India.
- 4.1.3 Through this RFP, LIC of India invites bids from established, reputed, reliable CSPs or their authorized service partner(ASPs) with proven past experience and competence in field for getting empanelled for providing cloud services to LIC of India.
- 4.1.4 There will be no minimum commitment of business in respect of the cloud services to be taken by LIC of India from the ESP. Bidder(s) may make their own assessment before submission of bids.
- 4.1.5 All the procured cloud services should be delivered from the India Region of the CSPs.
- 4.1.6 All monetary values in the proposals in response to this RFP shall be in Indian Rupees (INR) only if the published prices of the CSP are not available in INR, RBI Reference rate for appropriate INR conversion as on the date of invoice generation will be taken.
- 4.1.7 **Note:** This RFP is only for the purpose of empanelment
- 4.1.8 LIC will empanel successful Cloud Service Providers whose application has been determined to be substantially responsive as per the process outlined in this RFP.
- 4.1.9 Separate Commercial quotation will be asked from Empaneled Technology and Software Service providers as and when services will be required and determined to be obtained through the Empaneled Technology and Software Service providers
- 4.1.10 **Adoption of Integrity Pact:** - This RFP is issued on the condition that only those

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

bidder(s) who submit a signed Pre-Contract Integrity Pact (Annexure enclosed) with LIC would be eligible to participate in the bidding.

## **5. Instructions to bidder(s)**

### **5.1 Bid evaluation process**

5.1.1 The CSPs whose services are being quoted in the bid should

5.1.1.1 Have displayed the prices of their cloud items on the respective CSP's website

5.1.1.2 Offer scaling up and down of resources in real time by the client without intervention of the bidder

5.1.1.3 The capabilities mentioned in Clause 7.1.1.11 must be available with the respective CSP as on the date of bid submission

5.1.2 One ASP can submit MAF of one CSP only.

5.1.3 The bid evaluation will be carried out in a two stage process as under:

5.1.3.1 Pre-qualification / eligibility evaluation

5.1.3.2 Financial bids evaluation

5.1.4 During the process of evaluation of the bids, LIC of India may, at its discretion, ask bidder(s) for clarifications on their bids. The bidder(s) are required to respond within the prescribed time frame given for submission of such clarification otherwise the Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.

5.1.5 Bidder(s) should adhere to the guideline laid down by Ministry of Electronics and Information Technology for Procurement of Cloud Services. For detailed guidelines kindly log on to : <https://www.meity.gov.in/content/gi-cloud-meghraj>

### **5.2 Eligibility / pre-qualification criteria**

5.2.1 The evaluation will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the RFP document. Only the bidder(s) who fulfill the given pre-qualification / eligibility criteria shall be eligible for next round of evaluation i.e. financial bid opening. Non-conforming bids will be rejected and will not be eligible for any further processing.

5.2.2 The CSPs can authorize any number of bidder(s) for the purpose of this RFP.

5.2.3 The pre-qualification / eligibility criteria are given as below:-

Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

| SN                                 | Pre-Qualification / Eligibility Criteria  | Supporting documents   |
|------------------------------------|---|--|
| <b>For CSPs bidding directly</b>   |   |  |
| 1.                                 | The bidder should be MeitY empanelled for providing Cloud Services (as on bid submission date)<br><b>AND</b><br><b>CSP have displayed the prices of their cloud items on their respective CSP’s website</b>   | Copy of empanelment letter from MeitY.<br>Latest audit reports as required by MeitY empanelment.<br><br><b>Submit the url where the CSP have displayed the prices of their cloud items on their respective CSP’s website</b> |
| <b>For ASPs authorized by CSPs</b> |   |  |
| 1.                                 | Bidder should be either: <ul style="list-style-type: none"> <li>• A company registered under the Indian Companies Act, 2013 / 1956 OR</li> <li>• A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR</li> <li>• A partnership firm registered under the Indian Partnership Act, 1932</li> </ul> | Any relevant document to prove that the bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership document as per the act of 1932, etc.   |
| 2.                                 | The bidder should be in operation for at least the last two years as on 31 <sup>st</sup> December 2024 in doing “Similar Work”.   | Work order / contract to validate the year and area of activity.   |
| 3.                                 | The bidder should have successfully completed at least one “Similar Work” in government / PSU / reputed private organizations which involved providing “Similar Work” during the last three years ending 31 <sup>st</sup> December, 2024  | 1. Work order confirming year, cost and similar work.<br>2. Completion certificate/ Satisfactory Client certificate confirming year, cost and similar work   |
| 4.                                 | The bidder should have a minimum average annual turnover of Rs. 25 Crore, in any three of the last five financial years for which the bidder's accounts have been audited.<br><br><b>OR</b><br><b>The bidder is an existing service provider for LIC’s Cloud requirements.</b>  | Audited Financial Statements<br>OR<br>Certificate from statutory auditors clearly certifying the turnover requirements<br>OR<br>CA certificate clearly certifying average annual turnover requirements                       |

## Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

|     |  |   |
|-----|--|---|
| 5.  | The bidder should have positive net worth in the last two audited financial years.   | CA Certificate clearly certifying the positive net-worth  |
| 6.  | The bidder should be ISO 9001 certified which should be valid on the date of submission.   | Self-certified copy of certification  |
| 7.  | <p>The bidder must be authorized by a MeitY empaneled CSP.</p> <p style="text-align: center;"><b>AND</b></p> <p><b>CSP have displayed the prices of their cloud items on their respective CSP's website</b></p> <p><b>Note: One ASP can submit MAF of one CSP only.</b></p>  | <p>Authorization Certificate from the CSP stating clearly that the bidder has been authorized to participate in this RFP.</p> <p><b>Submit the url where the CSP have displayed the prices of their cloud items on their respective CSP's website</b></p> |
| 8.  | <p>The bidder shall submit the undertaking that the bidder: -</p> <p>a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.</p> <p>b. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>c. And their directors, partners and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.</p> | Self-Certified letter as per Format provided in this document   |
| 9.  | The bidder should have a valid registration certificate and PAN in the name of the bidder.   | Self-certified copy of relevant valid certificates  |
| 10. | The signatory signing the bid on behalf of the bidder should be duly authorized by the Board of Directors / Partners of the bidder to sign the bid on their behalf.  | Authorization letter  |

|     |   |  |
|-----|---|--|
| 11. | The bidder should be a Cloud Partner authorized to provide Cloud services in India. | Authorization Certificate from the CSP stating clearly that the bidder has been authorized to participate in this RFP. |
|-----|---|--|

5.2.4 For bidder(s) authorized by CSPs: : Micro, Small & Medium Enterprises (MSME) units and MSME Start-ups are exempted from payment of bid fee, provided the Services they are offering, are rendered by them. Bidder should submit valid supporting documents issued by competent Govt. bodies to become eligible for the above exemption. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get bid fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission. “Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Start-ups which are not under the category of MSE shall not be eligible for exemption of RFP fee. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without bid fees will be summarily rejected and no queries will be entertained.

5.2.5 The compliance against the above criteria is to be submitted as per below format :-

| SN  | Particulars | Eligibility Criteria | Supporting Documents | Pg. No. | Compliance (Yes / No) |
|-----|-------------|----------------------|----------------------|---------|-----------------------|
| ... | ...         | ...                  | ...                  | ...     | ...                   |

### 5.3 Financial bids format and evaluation

5.3.1 Financial bids would be opened only for those bidder(s), who qualify all the Eligibility Criteria as explained above on the prescribed date.

5.3.2 Bidder Such bidder(s) are required to quote discount rates (in percentage) against the list price (or “Pay as you go” or “No commitment” price) of all the line items mentioned on their CSP’s portal at the time of bidding and the same rate of discount will be valid for all the new line items which may be published on the CSP’s portal in the future. The discount rate for “no commitment” and “one year commitment” shall be against the prices of public “no commitment”

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

prices. It is understood that the public rates of items may vary as displayed on the respective CSPs website from time to time, but the quoted discount rate cannot be changed for the duration of the contract. While placing work orders, the prevailing public price shall apply (subject to the applicable discount). The format is as under:-

| <b>Bidder Name</b> | <b>CSP</b> | <b>Service</b>  | <b>Rates for No Commitment</b> | <b>Rates for 1 Year Commitment</b> |
|--------------------|------------|---|--------------------------------|------------------------------------|
|                    |            | All Set of Cloud Services – Discount % over list price of CSP |                                |                                    |
|                    |            | Managed Services as percentage of monthly bill                |                                |                                    |

- 5.3.3 Any conditional commercial bid will lead to disqualification of the entire bid.
- 5.3.4 The bidder(s) quoting negative rates or negative percentage will be treated as non-responsive and will result in disqualification of the entire bid.
- 5.3.5 The prices must be quoted in the Performa given in Commercial Bid, failing which the Bid would be treated as unresponsive.
- 5.3.6 A contract will be signed with each bidder who qualifies the financial evaluation.
- 5.3.7 The rates offered by the bidder(s) shall help in arriving at the L1 whenever a particular requirement of cloud services arises for LIC of India.
- 5.3.8 Failure to abide by the RFP conditions may result in forfeiture of PBG.
- 5.3.9 Quoted rate will be valid for one year.
- 5.3.10 Errors & Rectification: In case any error creeps in the financial bid, LIC of India may suggest an appropriate correction. If the bidder doesn't accept the correction of error(s) as suggested by LIC of India, its bid will be rejected (without forfeiture of PBG).



## 5.4 Clarification on RFP document

- 5.4.1 The bidder(s) requiring any clarification on the bid document may submit his queries via email by the due date and time as mentioned in the Document Control Sheet in the following format in a MS Excel file:

| SN | RFP Clause No. | Page No. | RFP Clause detail | Amendment Sought / Suggestion | Justification |
|----|----------------|----------|-------------------|-------------------------------|---------------|
|    |                |          |                   |                               |               |

## 5.5 Preparation of bid

- 5.5.1 The bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at bidder’s own risk and may be liable for rejection.
- 5.5.2 The bid shall be uploaded on the <https://www.tenderwizard.com/LIC> website by the bidder or duly authorized person(s) to bind the bidder to the contract.
- 5.5.3 The bidder shall be responsible for all costs incurred in connection with participation in the bid process.
- 5.5.4 The bids submitted by fax / e-mail / envelope etc. shall not be accepted. No correspondence will be entertained on this matter.
- 5.5.5 The bids submitted by a consortium of companies / firms or any subcontractors will be rejected.
- 5.5.6 All correspondences between the bidder(s) and LIC of India shall be written in the English language.
- 5.5.7 All information supplied by bidder(s) shall be treated as contractually binding on the bidder(s) on successful award of the assignment by LIC of India on the basis of this RFP.
- 5.5.8 Failure to comply with the below requirements shall lead to the bid rejection
- 5.5.8.1 Comply with all requirements as set out within this RFP.
- 5.5.8.2 Submission of the forms and other particulars as specified in this RFP and



**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

respond to each element in the order as set out in this RFP.

5.5.8.3 Submission of all supporting documentations specified in this RFP, corrigendum or any addendum issued.

## **5.6 Deviations**

5.6.1 Bids submitted with any deviations to the contents of the RFP Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidder(s) must ensure that pre-bid meetings are attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission.

## **5.7 Validity of bids**

5.7.1 Bids shall remain valid till 365 (Three Hundred Sixty Five) days from the date of submission of bids. LIC of India reserves the right to reject a proposal valid for a shorter period as non-responsive.

5.7.2 If required, LIC of India may solicit the bidder’s consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its bid.

5.7.3 LIC of India reserves the right to annul the RFP process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

5.7.4 LIC of India may, at its own discretion, extend the date for submission of proposals.

## **5.8 Amendment to the RFP document**

5.8.1 Amendments / corrigendum / addendums / clarifications necessitated due to any reasons, shall be made available on the website only as provided in the document control sheet. No separate communication either in writing or

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

through email will be made to any interested/ participating bidder(s). It shall be the responsibility of the bidder(s) to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.

5.8.2 In order to provide prospective bidder(s) reasonable time for taking the corrigendum(s) or addendum(s) into account, LIC of India, at its discretion, may extend the last date for the receipt of bids.

## **5.9 Bid opening**

5.9.1 LIC of India will constitute a committee to evaluate the bids submitted by bidder(s). No correspondence will be entertained outside the process of evaluation with the Committee.

5.9.2 The bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee.

## **5.10 Disqualifications**

5.10.1 LIC of India may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:

5.10.1.1 Made misleading or false representations in the forms, statements and attachments submitted in bid documents.

5.10.1.2 Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.

5.10.1.3 Failed to provide clarifications related thereto, when sought;

5.10.1.4 Submitted more than one bid (directly / indirectly);

5.10.1.5 Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.

5.10.1.6 Submitted a bid with price adjustment/variation provision.

5.10.1.7 Documents are not submitted as specified in the RFP document.

5.10.1.8 Suppressed any details related to bid.

5.10.1.9 Submitted incomplete information, subjective, conditional offers and partial offers submitted.

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

- 5.10.1.10 Not submitted documents as mentioned in this RFP.
- 5.10.1.11 Submitted bid with lesser validity period.
- 5.10.1.12 Any non-adherence/non-compliance to applicable RFP content.

## **5.11 Issue of Letter of Intent (LoI)**

LIC of India will issue LoI to all successful bidder(s) in writing about empanelment of their firm.

## **5.12 Performance security**

- 5.12.1 Whenever a work order is placed by LIC of India for any cloud service, the L1 bidder of that particular cloud service shall become the supplier for that work order, who would be required to submit a performance security with LIC of India for an amount of 10% of the estimated annual value of each work order issued within 2 weeks of placing of order failing which penalty shall be applicable as per SLA.
- 5.12.2 This performance security shall be in the form of NEFT / DD if the value of performance security is less than Rs. 3 lakhs. In case the value of performance security exceeds Rs. 3 lakhs then it may be submitted in the form of PBG also.
- 5.12.3 The PBG shall remain valid for a period of 18 months from the date of issue of work order. Whenever the work order is extended, the Supplier will have to extend the validity of this PBG proportionately.
- 5.12.4 The bidder(s) / Supplier(s) will not be entitled for any interest on the PBGs submitted.
- 5.12.5 LIC of India shall forfeit the performance security in full or in part in the following cases:
  - 5.12.5.1 When the terms and conditions of contract are breached / infringed.
  - 5.12.5.2 When a contract is being terminated due to non-performance of the Service Provider.
  - 5.12.5.3 LIC of India incurs any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

5.12.5.4 If the Supplier fails to submit Variable Performance Security.

### **5.13 Signing of contract**

5.13.1 The bidder(s) will have to sign the contract with LIC of India within 15 working days of the release of LoI.

5.13.2 After signing of the contract, no variation or modification of the terms of the contract shall be made except by mutual written amendment signed by both the parties.

### **5.14 Work orders**

5.14.1 Whenever LIC of India needs any particular Cloud service, a requirement containing a list of line items would be generated for each bidder for that particular cloud service. Tentative cost based on estimated consumption of the identified line items for the bidder(s) offering all required items would be found out based on their offered rates. Bidder satisfying the requirement with the least tentative cost would be selected as L1.

5.14.2 At the start of the contract, the requirement against the current project wise cloud setup of LIC of India would be evaluated and work order would be given to L1 bidder as per the process mentioned above. The L1 bidder will be required to assist in the setup and migration as per requirement. Licenses required for this migration or future workloads shall be arranged by the bidder. The cost for such licenses is to be included in the financial bid by the bidder. Accordingly, the ESP must ensure that the applications deployed by LIC of India run smoothly on the infrastructure proposed by the bidder in its financial bid. For tentative workload please refer to Section 9.8 – List of Cloud Service / Item.

5.14.3 In case the cost for a particular requirement comes out to be the same for two or more bidder, then the firm already providing the services to LIC in order to ensure continuity or the firm having higher total turnover for the financial year 2023-24 will be declared as the L1 bidder for that particular requirement in this order .

5.14.4 Work order will be placed to only the L1 bidder, who, after submission of

20

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

Performance Securities, would be known as the Supplier for a particular requirement. In case L1 party denies or is unable to fulfill the requirement, LIC of India reserves the right to obtain the services from the next lowest bidder as per rates discovered through this RFP. The process shall be repeated until all bidder(s) are exhausted, in case the eligible bidder is unable to provide the services.

- 5.14.5 Failure to provide services as per requirement by L1 bidder will lead to forfeiture of its fixed and / or variable performance securities and that bidder would be required to submit fresh performance securities failing which its contract may be terminated.
- 5.14.6 LIC of India reserves the right to place a work order of any time duration.
- 5.14.7 The work orders may be assumed to have been automatically extended on expiry unless LIC of India intimates in writing against it.
- 5.14.8 It is understood that work orders may have different prices of the same line items since the work order will be issued on the basis of current prices of the ESP at that time, which may vary from time to time.
- 5.14.9 Contract termination or expiry shall automatically lead to termination or expiry of all work orders which were issued based on the contract.

## **5.15 Fraud and corrupt / malpractices**

- 5.15.1 All the bidder(s) must observe the highest standards of ethics during the process of selection of Service Provider and during the performance and execution of contract.
- 5.15.2 For this purpose, definitions of the terms are set forth as follows:
- 5.15.2.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of LIC of India or its personnel in contract executions.
- 5.15.2.2 "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidder(s) (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive LIC of India or its personnel of the

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

benefits of free and open competition.

5.15.2.3 “Unfair trade practice” means supply of services different from what is ordered, or change in the Scope of Work.

5.15.2.4 “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

5.15.3 LIC of India will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent or unfair trade practices.

5.15.4 LIC of India will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

## **6. General Contract Conditions**

### **6.1 Standards of performance**

6.1.1 The Service Provider shall deliver the services and carry out its obligations under the contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract as a faithful Service Provider to LIC of India. The Service Provider shall always support and safeguard the legitimate interests of LIC of India, in any dealings with a third party. The Service Provider shall conform to the standards laid down in the RFP in totality.

### **6.2 Contract Period**

6.2.1 The contract signed with bidder(s) shall be valid for a period of 5 years from the date of signing of contract. If the services of the Suppliers are found to be satisfactory, the contract may be extended for an additional period of maximum 2 years (1 year extension at a time) by mutual consent on the same prices and terms & conditions.

### **6.3 Prices**

6.3.1 The prices quoted in the commercial bid shall be inclusive of all statutory duties & taxes.

6.3.2 The prices quoted in the bid shall remain fixed for the whole duration of the contract.

6.3.3 The BIDDER(S) should not offer a lesser price / higher discount for any of the line items to any department/ section of the LIC of India or Central/State Government/PSU for similar nature and terms and conditions of services . If such a case is discovered, then the reduced prices shall automatically be applicable retrospectively for the rate contract as well as existing work orders.

6.3.4 The prices quoted must not exceed the rates offered to any other government entity for comparable services.



**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

6.3.5 Initially the contract will be valid for a period of 5 years from the start date of Contract Period. The prices quoted for Cloud Services as per specifications in this RFP should be valid until 5 years from start date of the contract period.

6.3.6 LIC reserves right to re-negotiate the prices during the contract period and extended period, if there is any change in rates in market. Any revision in charges of cloud services (applicable for India) will be as per following scenarios:

Scenario 1:- Reduction in charges arising out of changes as per CSP’s pricing policies (applicable for India).

- i. The reduction in charges should reflect in the billing of cloud services, from the date, the policy changes have come into effect.
- ii. If the bidder fails to do so, LIC can recover the same from future payments.

Scenario 2:- Increase in charges arising out of changes as per CSP’s pricing policies (applicable for India).

- i. The bidder should intimate LIC about such increase in charges, in advance.
- ii. Based on bidder's intimation and after due discussions are held between bidder and LIC, the revised charges will be considered and approval can be provided by LIC.
- iii. The revision of charges, in such cases, will be applicable from the next billing cycle, after LIC has given approval for the same.
- iv. Under no circumstances, the bidder can unilaterally increase the cloud services charges or any other charges, without LIC's approval.
- v. Any other charges, over and above, the charges for cloud services (defined in CSP’s pricing policies, applicable for India), cannot be revised upwards, without LIC's approval.”

#### **6.4 Addition of Line Items**

Bidder(s) may submit their list of additional items and their rates (as per format) bi-annually, which shall be notified by LIC of India after approval of competent authority. The details regarding the process for the same shall be announced by LIC of India.



## 6.5 Payment Terms

- 6.5.1 Payment to the Supplier shall be made in Indian Rupees through account payee NEFT / RTGS on quarterly basis in arrears.
- 6.5.2 The invoices must be based on resources actually consumed (for “No Commitment”). No invoices shall be raised for inactive resources or for the duration when the resources were inactive (except in case of “1 year commitment”).
- 6.5.3 The invoices should be separately generated for each work order for the particular payment period. The invoice should enclose the following without which the payments would not be processed:
- 6.5.3.1 Detailed usage report providing details of the consumption of the individual services during the payment period.
- 6.5.3.2 Detailed resource utilization report highlighting any under-utilization of resources with recommendations on how the resources can be optimized for the upcoming payment period.
- 6.5.3.3 SLA measurement report downloaded from an automated SLA measuring tool. Self-declaration of the bidder(s) would not be accepted as proof in lieu of this report.
- 6.5.3.4 Applicable only when cloud managed services are procured: Security assessment report with respect to security configuration gaps and possible improvements to the security and compliance of applications deployed on cloud on a quarterly basis.
- 6.5.4 The payments will be made by LIC of India to the Supplier after verification of the invoice and SLA reports as early as possible.
- 6.5.5 Payments shall be subject to deductions / damages / penalties of any amount for which the Supplier is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/taxes.
- 6.5.6 No payment shall be made for items which are not available on the rate card of bidder(s), but may have been utilized by LIC of India. Accordingly, these bidder(s) may ensure that LIC of India only has access to items which are

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

available on the rate card of bidder.

- 6.5.7 If the published prices of the bidder are in not available in INR, RBI reference rate for appropriate INR conversion as on the date of invoice generation will be taken.

## **6.6 Confidentiality**

- 6.6.1 Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Service Provider and/ or LIC of India to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.
- 6.6.2 The Service Provider shall ensure that while providing services, all the details and information contained within various IT equipment are kept confidential while providing the services.
- 6.6.3 During the execution of the project except with the prior written consent of LIC of India, the BIDDER(S) or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.
- 6.6.4 LIC of India shall retain ownership of any user created / loaded data and applications hosted on CSP’s infrastructure and maintain the right to request (or should be able to retrieve) full copies of these at any time.
- 6.6.5 LIC of India shall retain ownership of all virtual machines, templates, clones, and scripts/applications created for LIC of India’s application.
- 6.6.6 The Supplier shall keep the data of LIC of India strictly confidential otherwise there may be financial and legal implications as per the prevalent law of Centre / State.

## **6.7 Termination of contract or Work Orders**

- 6.7.1 The contract or work orders can be terminated by the parties as detailed below. In such cases, the provisions under Exit Management shall apply.
- 6.7.2 Termination of contract shall automatically lead to termination of all work orders issued on the basis of contract.

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

- 6.7.3 **Termination of Work Order for default:** LIC of India or the Supplier can terminate the work order in the event of default of terms and conditions of this RFP or the contract / work order by the other party by giving two months written notice.
- 6.7.4 **Termination of Work Order for convenience:** LIC of India reserves the right to terminate, by prior written 1 month notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for LIC of India's convenience, the extent to which performance of work under the work order is terminated, and the date upon which such termination becomes effective.
- 6.7.5 **Termination of Contract for default:** LIC of India or the bidder can terminate the contract in the event of default of terms and conditions of this RFP or the contract by the other party by giving 3 months written notice.
- 6.7.6 **Termination of contract for Insolvency, Dissolution, etc.:** LIC of India may at any time terminate the Contract by giving written notice to the bidder(s), if the concerned bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the ESP, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC OF INDIA.
- 6.7.7 **Termination of contract for Convenience:** LIC of India reserves the right to terminate, by prior written 1 month notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the LIC of India's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

## 6.8 Exit Management

- 6.8.1 The duration of Exit Management will normally be three months from date of termination or one month prior to expiry of contract / work order. In case of providing services post termination or post expiry of the work order, LIC of India will pay for the services consumed during the exit management period.

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

- 6.8.2 During the exit management period and for 30 days post expiry of the work order / contract, the Supplier will not take action to remove any LIC of India content as a result of the termination or expiry of contract / work order. In addition, during such a period, the Supplier will permit LIC of India or its nominated agency to access the cloud services for LIC of India to retrieve any remaining LIC of India Content, delete and purge all LIC of India Content from the cloud services. The Supplier shall also allow LIC of India access to information to enable LIC of India to assess the existing services being delivered.
- 6.8.3 During the exit management period, the Supplier shall ensure supply of all services as per the work order so that the business of LIC of India is not affected.
- 6.8.4 The Supplier shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to LIC of India / replacement Agency and which the Supplier has in its possession or control at any time during the exit management period.
- 6.8.5 All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable LIC of India and its nominated agencies to carry out due diligence in order to transition the provision of the Services to LIC of India or its nominated agencies, must be maintained by the Supplier from commencement of the services.
- 6.8.6 LIC of India will issue a written sign-off after the successful transition from the Supplier. Supplier shall not delete any content till such a written sign-off is provided by LIC of India along with an explicit request to delete the content.
- 6.8.7 The Supplier will be paid only for the services rendered until the services are being rendered by the Supplier. If the sign-off is provided before the exit management period is over, the applicable charges will only be paid until the sign-off.
- 6.8.8 The payment for the final month invoice along with any applicable exit management service costs will be paid only on the written sign-off from LIC of India.

## **6.9 Force Majeure**

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

- 6.9.1 The Supplier shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 6.9.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.
- 6.9.3 If a Force Majeure situation arises, the Service Provider shall promptly notify LIC of India in writing of such condition and the cause thereof. Unless otherwise directed by LIC of India in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **6.10 Resolution of disputes**

- 6.10.1 If any dispute arises between parties, then these would be resolved in following ways:
- 6.10.1.1 **Amicable Settlement:** Either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.
- 6.10.1.2 **Arbitration:** In case dispute arising between LIC of India and the Service Provider, which has not been settled amicably, the Service Provider can request LIC of India to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to the Arbitrator which shall be appointed by Hon'ble Mumbai

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

High Court. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Mumbai. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by LIC of India and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

## **6.11 Legal Jurisdiction**

6.11.1 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mumbai, Maharashtra only.

## **6.12 Amendment to the contract**

6.12.1 The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

## 7. Scope of Work

### 7.1 Introduction

- 7.1.1 The broad Scope of work includes providing cloud hosting services and a customized billing portal.
- 7.1.2 The Supplier shall be responsible for providing the required cloud services and optionally, cloud managed services as per the work order placed by LIC of India as per the prices discovered through this RFP.
- 7.1.3 The Supplier must offer two billing models and LIC of India should be able to choose any as per its requirements:
- 7.1.3.1 "" billing model: The billing for a Cloud resource is to be done based on the duration for which the resource is active i.e. LIC of India only pays for the resources that are consumed. No charges would be levied by the Supplier when the resources are inactive (except storage, which shall be paid on actual basis).
- 7.1.3.2 "1 year commitment" billing model: The Supplier will be paid as per the work order irrespective of actual consumption.
- 7.1.4 The Supplier shall provide interoperability support with regards to available APIs, data portability etc. for the LIC of India to utilize in case of change of cloud service provider, migration back to in-house infrastructure, or availing backup or DR services from a different service provider.
- 7.1.5 There should be a minimum 99.9% uptime measured monthly for availability on a 24 x 7 basis of the virtual machines/cloud services.
- 7.1.6 The Supplier would be required to create and maintain a Helpdesk / telephone number and email based ticketing system that will resolve problems and answer queries in case LIC of India faces any issue with cloud services. The help desk support to users shall be provided on 24 x 7 x 365 basis over telephone, chat and ticketing system.
- 7.1.7 The Supplier must submit a copy of work orders (and any amendments) issued by LIC of India by 3rd working day of each month.
- 7.1.8 All terms and conditions of the CSP's empanelment with MeitY are automatically



**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

applicable to this RFP and contract thereof.

- 7.1.9 The DR site should not be in the same premises as the DC site. Both DR and DC sites should lie within India. The data hosted should never leave India under any circumstances.
- 7.1.10 The Supplier shall make available the monitoring tools for measuring and monitoring the SLAs. The Supplier may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in an automated way. The tools should generate the SLA monitoring report at the end of every month which is to be shared with LIC of India on a monthly basis. LIC of India shall have full access to the monitoring tools / portal (and any other tools / solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project. LIC of India may audit the tool and the scripts on a regular basis.
- 7.1.11 The Bidder(s) must provide / offer the following capabilities:
- 7.1.11.1 Freedom to adopt new Platforms and / or upgrade existing platforms in an uncomplicated manner.
  - 7.1.11.2 Scaling up and scaling down features for cloud infrastructure services. If LIC of India chooses ‘No Commitment’ billing model, the proposed application cloud environment should provide flexibility to scale the environment horizontally by adding more Virtual Machines of the same configuration or as per the requirement of LIC of India in real-time, to a load balanced pool. It should be possible to scale the solution horizontally at any time, without prior notification to the Supplier or its CSP. It should be possible to automate this process of scaling up and down automatically.
  - 7.1.11.3 Intimation regarding availability of software updates.
  - 7.1.11.4 Virtually unlimited object storage with option to increase storage in real time without human intervention of the Supplier.
  - 7.1.11.5 Active Directory.
  - 7.1.11.6 Infrastructure as Code including post deployment scripting, service start-up and shut-down [based on tagging framework, etc.
  - 7.1.11.7 RESTful APIs for data access.
  - 7.1.11.8 Metered pricing for capacity, data transfer and/or requests at a granular



**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

level (for example, per gigabyte per month for storage, per gigabyte transfer per month for bandwidth, etc.)

7.1.11.9 Software-defined compute, storage and networking, with access to a web services API for these capabilities.

7.1.11.10 Cloud software infrastructure services facilitating automated management, including, at minimum, monitoring and database services.

7.1.11.11 A distributed, continuously available control panel.

7.1.11.12 Real-time provisioning for compute instances.

7.1.11.13 The ability to securely extend the customer's data center network into the cloud environment.

7.1.11.14 The ability to support multiple users and API keys, with role-based access control.

7.1.11.15 Provide a marketplace where LIC of India can pick up 1<sup>st</sup> party & 3<sup>rd</sup> party applications for ready deployment.

7.1.11.16 LIC of India may also discuss the possibilities of application re-engineering using advanced cloud features and additional PaaS services where possible to get further cost optimizations.

7.1.12 For all the cloud services being quoted, the bidder has to ensure that all software being offered are genuine and comply with the licensing policy of the software OEM.

7.1.13 The Supplier in consultation with the LIC of India will strive to optimize the provisioned resources by understanding the usage patterns and recommending termination of the under-utilized instances through continuous optimization. The Supplier is required to give timely suggestions for achieving such optimizations.

7.1.14 The bidder(s) cannot withdraw from the empanelment once the contract is signed. Further, bidder(s) cannot withdraw any line item from the rate contract once it is finalized, unless the concerned CSP has stopped providing that particular line item.

7.1.15 Specifications of Virtual Machines :

7.1.15.1 The ratio of vCPU to physical core should be either 1:1 or 2:1.

7.1.15.2 The underlying processors should not be discontinued by the OEM.

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

#### 7.1.16 Minimum Specifications for Storage :

7.1.16.1 The "Premium Block Storage" should use SSD or higher with minimum 3 IOPS per GB per volume.

7.1.16.2 For "Standard Block Storage", the provisioned storage should support upto 500 IOPS per volume and maximum throughput of 50 MB/s per volume.

7.1.17 All Suppliers must provide a customized estimation and billing portal with the following features:

7.1.17.1 Prepare estimates for L1 comparison before issuing work orders - LIC of India should be able to prepare estimates by choosing relevant item and its quantity. The monthly estimate should reflect immediately based on prices quoted by the Supplier. It shall have the provision to add / remove services in real time.

7.1.17.2 Provision to check and verify the usage and billing of resources used in each work order, as per actual.

7.1.17.3 LIC of India should be able to view and download all invoices raised from the beginning of the contract. Invoices must reflect either the actual rates quoted by the Supplier. Invoices should be available in clear PDF format. (Printed and scanned documents not acceptable).

7.1.17.4 The Consumption report shall be downloadable / verifiable on the portal.

7.1.17.5 Minimum specification of processors to be used in the proposed VMs Latest Intel Xeon Platinum series/equivalent AMD processors. ESP/CSP should provide Cloud native PaaS services including Managed Database Instances like SQL, Postgre, MySQL etc. ESP/CSP should also provide Native security services like Firewall, WAF, DDOS etc. Further, ESP/CSP should be capable of providing native AI/ML services from their cloud platform.

## 7.2 Disaster Recovery Services

7.2.1 It is envisioned by LIC of India that as per MeitY guidelines for DR, for the business-critical application the cloud services would use synchronous mode of replication between the DC and DR at least for databases. It is recommended that all the proposed sites used for hosting LIC of India data should be MeitY

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

empaneled.

- 7.2.2 The supplier shall provide business continuity and disaster recovery services to meet the RPO and RTO as per the service levels. In case the primary environment goes down, the Supplier shall scale up the DR environment for the services to be delivered without any effect on the performance.

### 7.3 Cloud Managed Services

- 7.3.1 In case LIC of India does not have capacity to manage the provisioned cloud services, LIC of India can procure the cloud managed services (e.g., provisioning, security configuration, monitoring) from the Supplier.

- 7.3.2 The Supplier shall be responsible for Management of the guest operating system (including updates and security patches), other associated application software, and the configuration and management of the security solutions provided by CSP such as security groups, host-based firewalls, host-based intrusion detection/prevention, encryption, and key management solutions. Deployment on cloud requires continuous monitoring and management by the Supplier.

- 7.3.3 The scope of Cloud Managed Services includes the following: -

- 7.3.3.1 **Resource Management:** Adequately size the necessary compute, storage and other cloud services required, building the redundancy into the architecture and load balancing to meet the service levels. Based on the growth in the user load (peak and non-peak periods; year-on-year increase), will scale up or scale down the compute and storage as per the performance requirements of the solution. The scaling up / scaling down (beyond the auto-scaling limits or whenever the auto-scaling limits have to be changed) has to be carried out with prior approval by LIC of India.

- 7.3.3.2 **Patch & Configuration Management (Remote OS Administration):** Manage the instances of compute, storage, and network environments. This includes department-owned & installed operating systems and other system software deployed by the Supplier.

- 7.3.3.3 **User Administration:** Implement Identity and Access Management (IAM) that properly separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that users have only the permissions

**Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

necessary to perform their assigned tasks. Implement multi-factor authentication (MFA).

**7.3.3.4 Security Administration:** Configure, monitor and regularly review the security services / configurations for the workloads deployed on Cloud. Monitor the environment for unauthorized activity / access to the systems and conduct regular vulnerability scanning and penetration testing of the systems.

**7.3.3.5 Monitoring Performance and Service Levels:** Provide and implement tools and processes for monitoring the availability of assigned applications, responding to system outages with troubleshooting activities designed to identify and mitigate operational issues.

**7.3.3.6 Backup (if procured by LIC of India):** Configure, schedule, monitor and manage backups of all the data including but not limited to files, images and databases as per the policy finalized by LIC of India. Restore from the backup where required.

**7.3.3.7 Training:** Provide training to the officials of LIC of India on request. The training may be provided online or offline as per the requirements of LIC of India. The infrastructure for the offline training will be provided by LIC of India.

**7.3.3.8 Support for third party audits:** Enable the logs and monitoring as required to support for third party audits.

**7.3.3.9 Miscellaneous:** Advise on optimal operational practices, recommend deployment architectures for cloud infrastructures, design and implement automated scaling processes, day-to-day and emergency procedures, deploy and monitor underlying cloud services, performance reporting and metrics, and ensure the overall reliability and responsive operation of the underlying cloud services through both proactive planning and rapid situational response.

**7.3.3.10 Provide the regular reporting to LIC of India:** Security assessment report with respect to security configuration gaps and possible improvements to the security and compliance of cloud services on a quarterly basis. In case any gaps / scope for improvement are identified, the same needs to be discussed with the LIC of India and resolved in mutual consultation with LIC of India, either as fixed and hence no longer a gap or acceptable risk and hence no further action required.

## 8. SLA and Penalties

8.1.1 The SLA and penalties shall be imposed on Service Provider as under:

| SN | Activity   | Target / Service Level   | Penalty for delays beyond target level   |
|----|--|--|--|
| 1. | Signing of the contract  | 15 days from the issue of LoI  | Rs. 200 per day  |
| 2. | Submission of variable PBG   | 15 days from issue of work order   | Rs. 200 per day  |
| 3. | Providing hosting services   | Within 3 days of releasing of work order   | Rs. 200 per day  |
| 4. | Billing and Estimation portal:<br>1. Go-Live as per features mentioned in this document<br>2. Customization as per requirement of LIC of India<br>3. Uptime<br>4. Feature availability as mentioned in this document | <ul style="list-style-type: none"> <li>- The portal shall be made available within 30 days of signing of contract</li> <li>- Any customization after Go-Live must be completed within 15 days of receiving request from LIC of India</li> <li>- Uptime shall be part of Environment Availability SLA</li> <li>- All features must be available 24 * 7</li> </ul> | Rs. 100 per day.<br>If the estimation portal is not available or not working, the bidder(s) shall not be considered for work order process |
| 5. | Helpdesk Services  | As mentioned in this document  | As mentioned in this document  |
| 6. | Hosting Environment Availability   | As mentioned in this document  | As mentioned in this document  |
| 7. | Submission of reports like SLA, optimization, etc. as may be required by LIC of India  | As mentioned in this document or within 24 hours of request raised by LIC of India   | Payment for the respective invoices will not be released   |

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

| SN  | Activity   | Target / Service Level  | Penalty for delays beyond target level  |
|-----|--|---|---|
| 8.  | 1. Security incident<br>2. Misuse of data<br>3. Loss of data   | The Supplier shall ensure data security and there shall be no unauthorized usage of Government data in any manner | Rs. 10,000 per instance along with a letter of warning  |
| 9.  | Submission of Root Cause Analysis (RCA) report for bug/issue   | Within 3 working days of request by LIC of India  | Rs. 100/- per hour of delay   |
| 10. | Access to view SLA monitoring                                  | Within 30 days of issue of work order   | Payment for the respective invoices will not be released.   |
| 11. | RTO (in case of DR services)                                   | 2 hours   | 0.5 % of the monthly invoice for delay of each additional 2 minutes   |
| 12. | RPO (in case of DR services)                                   | 30 minutes  | 0.5 % of the monthly invoice for delay of each additional 30 minutes  |
| 13. | Specification of Processor and / or Storage                    | The specification must be as per this document  | Letter of warning and penalty of Rs. 50,000 per instance  |
| 14. | Any non-compliance of the contract which is not covered above. | As mentioned in this document   | A letter of warning on the first instance and penalty of Rs. 5,000/- on each repeated instance for the same non-compliance. |

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

8.1.2 The maximum penalty shall be 10% of the monthly invoice value. However, if the penalty reaches 10% for the second consecutive month, then a penalty of 10% shall be levied for the second month along with issue of a letter of warning. Further, if the penalty reaches 10% for third consecutive month, then a penalty of 15% shall be levied from the third month onwards, until the penalty amount reaches below 10% for any month. In addition, LIC of India reserves the right to terminate the contract for default.

8.1.3 The penalty/timelines may be relaxed by LIC of India for justified reasons submitted in writing by the Service Provider.

## 8.2 Helpdesk Services

| Support Category and Criteria  | Max Response Time | Max Resolution time | Penalty  |   |
|--|-------------------|---------------------|--|---|
| <b>Critical:</b> The solution is unable to be used for normal business activities. | 15 Minutes        | 1 Hour              | Response Time > 15 Minutes<br>OR<br>Resolution Time > 1 Hour | <p><b>Response time:</b> 0.1% of the monthly invoice value for every 15 minutes of delay beyond the timelines.</p> <p><b>Resolution time:</b> 0.5% of the monthly invoice value for every 1 hour of delay beyond the timelines.</p> |



## Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

|   |                   |                 |  |  |
|---|-------------------|-----------------|--|--|
| <p><b>High:</b> There is a problem with a part of the solution, which impacts on LIC of India's decision making. No viable workaround is available. There is a likelihood of financial loss</p> | <p>30 Minutes</p> | <p>2 Hours</p>  | <p>Response Time &gt; 30 Minutes<br/>OR Resolution Time &gt; 2 Hours</p> | <p><b>Response time:</b> 0.1% of the monthly invoice value for every 30 minutes of delay beyond the timelines.</p> <p><b>Resolution time:</b> 0.5% of the monthly invoice value for every 2 hours of delay beyond the timelines.</p> |
| <p><b>Medium:</b> The efficiency of users is being impacted but has a viable workaround.</p>  | <p>1 Hour</p>     | <p>12 Hours</p> | <p>Response Time &gt; 1 Hour OR Resolution Time &gt; 12 Hours</p>        | <p><b>Response time:</b> 0.05% of the monthly invoice value for every hour of delay beyond the timelines.</p> <p><b>Resolution time:</b> 0.25% of the monthly invoice value for every 12 hours of delay beyond the timelines.</p>    |



Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

|   |               |                 |   |   |
|---|---------------|-----------------|---|---|
| <p><b>Low:</b> A fault, which has no particular impact on Processing of normal business activities.</p> | <p>1 Hour</p> | <p>24 Hours</p> | <p>Response Time &gt; 1 Hour OR Resolution Time &gt; 24 hours</p> | <p><b>Response time:</b> 0.05% of the monthly invoice value for every hour of delay beyond the timelines.</p> <p><b>Resolution time:</b> 0.25% of the monthly invoice value for every 24 hours of delay beyond the timelines.</p> |
|---|---------------|-----------------|---|---|

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

- 8.2.1 Support Services report shall be provided by the Service Provider on a monthly basis before the 7th of the next month w.r.t. priority wise, which indicates the number of issues resolved beyond the given timeline.
- 8.2.2 The Service Provider shall be responsible to provide 24\*7 incident resolution support as per the aforementioned table. Any delay in response or resolution shall be liable for penalty as per the table.

### 8.3 Hosting Environment Availability

- 8.3.1 % Monthly Availability = [Actual Uptime / Total No. of Hours in a Month] x 100
- 8.3.2 "Actual Uptime" means the aggregate number of hours in any month during which the complete environment (including Billing portal) is available for use (measured 24 x 7).
- 8.3.3 The below table shows the expected performance from the core services including performance criteria and service level agreements pertaining to the availability of services and activities required from the Service Provider during the operations of the complete solution.
- 8.3.4 Actual uptime shall be taken from the solution availability report submitted by the Service Provider using automated reporting tools.
- 8.3.5 The Service Provider shall take prior approval for scheduled downtime from the LIC of India in writing.
- 8.3.6 Penalties for non-adherence to timelines shall be as under:

| Environment Uptime               | Penalty  |
|----------------------------------|--|
| Actual Uptime >= 99.9%           | No penalty shall be imposed  |
| Actual Uptime >= 99.0% to <99.9% | 5% of the quarterly invoice value of that particular payment quarter                     |
| Actual Uptime >=98.0% to <99.0%  | 8% of the quarterly invoice value of that particular payment quarter                     |
| Actual Uptime < 98.0%            | 10% of the quarterly invoice value of that particular payment quarter                    |
| Actual Uptime < 97.0%            | No payment shall be made for that quarter (Max penalty cap shall not apply in this case) |

- 8.3.7 Environment Availability report (captured using automated tools) shall be submitted by the Service Provider to LIC of India on monthly basis before the 7th of the next month.

## 9. Annexures

**[Note:** Italicized comments in rectangular brackets of formats have been provided for the purpose of guidance/ instructions to bidder(s) for preparation of the bid formats. These should not appear in the final bids to be submitted by the bidder(s)]

### 9.1 Bid Covering letter

RFP reference no. : LIC/CO/IT-DT/2025/Cloud/RFP Dated: 31<sup>st</sup> January, 2025

*[Bidder(s) are required to submit the covering letter as given here on their letterhead]*

To

Executive Director (IT-DT),  
Life Insurance Corporation of India,  
Central Office, Information Technology – Digital Transformation  
Department, South Wing – “Jeevan Seva Annexe”, S. V. Road,  
Santa Cruz (W), Mumbai – 400054

Date:

**Subject: Submission of bid for empanelment of service providers on rate contract basis for providing Cloud Services.**

Dear Sir,

1. We, the undersigned, have carefully examined the above referenced RFP and submit our bid in full conformity with the said RFP.
2. We have read all the provisions of RFP & corrigendum and confirm that these are acceptable to us.
3. We further declare that additional conditions, deviations, if any, found in our bid shall not be given effect to.
4. We agree to abide by this bid, consisting of this letter and financial bid, and all attachments, till 365 days from the date of submission of bids as stipulated in the RFP and any additional documents submitted, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a

Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

binding contract between us.

6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
7. We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not reimburse any expenses incurred by us in bidding.
8. We declare that this is our sole participation in this RFP bid and we are not participating / co-participating through any of other related party or channel.
9. We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
10. RFP bid fees has been paid online and the details are provided as per Section 9.7 Remittance Details.
11. Our details have been filled below:-

| SN | Particulars   | Details                                |
|----|---|--|
| 1. | Name of the Bidder/Company / Firm   | [Name of Company]<br>[Type of Company] |
| 2. | Address with telephone numbers, email, etc.   |  |
| 3. | Date of business incorporation and/or commencement of business  |  |
| 4. | Registration Number   |  |
| 5. | PAN Number  |  |
| 6. | GST Registration Number   |  |
| 7. | Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the bidder with power of attorney.   |  |
| 8. | Details of individuals who will serve as the point of contact/communication with LIC of India in case of the award of the contract.<br><i>[The details to include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.]</i> |  |

Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

13. Details of Similar Works that are in progress or have been completed (Proofs attached): -

| S. No. | Name of the Service Contract | Name of the Client | Number of persons deployed | Value of Contract | Contract start date | Contract completion date |
|--------|------------------------------|--------------------|----------------------------|-------------------|---------------------|--------------------------|
|        |                              |                    |                            |                   |                     |                          |

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Yours faithfully,

For and on behalf of: \_\_\_\_\_ (Bidder)

Authorized Signatory of the bidder

Name:

Designation:

Office Seal or digital signature:

Place:

Date:

## 9.2 Format for Self-Declaration

[On the letterhead of the organization]

No.

Date:

To,

Executive Director (IT-DT),  
Life Insurance Corporation of India, Central Office,  
Information Technology – Digital Transformation  
Department, South Wing – “Jeevan Seva Annexe”, S.  
V. Road, Santa Cruz (W), Mumbai - 400054

Subject: Self Declaration of not being blacklisted, insolvent and convicted of any criminal offense.

Ref: Your Bid Ref. No.: <xxx> dated <xxx>

Dear Sir/ Madam,

We confirm that our company or firm, <Name\_of\_the\_company/firm>, is as on the date of submission of this bid: -

- A. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and has not been blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
- B. Has not ever been insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and has not been the subject of legal proceedings for any of the foregoing reasons.
- C. And our directors, partners and officers have not been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.



**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Yours faithfully,

For and on behalf of: \_\_\_\_\_ (Bidder)

Authorized Signatory of the bidder

Name:

Designation:

Office Seal or digital signature:

Place:

Date:

### 9.3 Bid Securing Declaration Form

[On the letterhead of the organization]

No.

Date:

To,

Executive Director (IT-DT),  
Life Insurance Corporation of India, Central Office,  
Information Technology – Digital Transformation  
Department, South Wing – “Jeevan Seva Annexe”, S.  
V. Road, Santa Cruz (W), Mumbai - 400054

Ref: Your Bid Ref. No.: <xxx> dated <xxx>

Dear Sir/ Madam,

We the undersigned, declare that:

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

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

- a) have withdrawn/modified/amended, impairs or derogates from the tender, 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 LIC of India during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidder(s).

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Yours faithfully,

For and on behalf of: \_\_\_\_\_ (Bidder)

Authorized Signatory of the bidder

Name:

Designation:

Office Seal or digital signature:

Place:

Date:

## 9.4 Information Security Certificate

[On the letterhead of the organization]

No.

Date:

To,

Executive Director (IT-DT),  
Life Insurance Corporation of India, Central Office,  
Information Technology – Digital Transformation  
Department, South Wing – “Jeevan Seva Annexe”, S.  
V. Road, Santa Cruz (W), Mumbai - 400054

Ref: Your Bid Ref. No.: <xxx> dated <xxx>

Dear Sir/ Madam,

This is to certify that:

1. Any cloud services upgrade being offered do not contain any kind of malicious code such as Viruses, Trojan, Spyware that would:

- a) Obstruct the desired and the designed function of hardware.
- b) Cause physical damage to the user or their equipment during the usage of the equipment.
- c) Tap the information regarding network, users and information stored on the network of the LIC or in its CORE Insurance Platform or otherwise.
- d) Culminate into software attack, cyber-attack, theft of intellectual property rights, identity theft, and theft of equipment or information, sabotage & information extortion;

2. We undertake to be liable in case of any loss that may be caused to the LIC of India due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information, loss of reputation and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied.

3. We shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by LIC will be kept within the geographical boundaries of India and the usage of such data at all times be governed by IT Act Provisions and personal data protection guidelines.

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Yours faithfully,

For and on behalf of: \_\_\_\_\_ (Bidder)

Authorized Signatory of the bidder

Name:

Designation:

Office Seal or digital signature:

Place:

Date:

## 9.5 Undertaking for Restriction on Procurement due to National Security (Declaration Pertaining to Land Border Clause)

[On the letterhead of the organization]

No.

Date:

To,

Executive Director (IT-DT),  
Life Insurance Corporation of India, Central Office,  
Information Technology – Digital Transformation  
Department, South Wing – “Jeevan Seva Annexe”, S.  
V. Road, Santa Cruz (W), Mumbai - 400054

Ref: Your Bid Ref. No.: <xxx> dated <xxx>

Dear Sir/ Madam,

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

2. I certify that Bidder is not from such a country or, if from such a country, has been registered with the competent authority. I certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]”

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Yours faithfully,

For and on behalf of: \_\_\_\_\_ (Bidder)

Authorized Signatory of the bidder

Name:

Designation:

Office Seal or digital signature:

Place:

Date:

## 9.6 Manufacturer's Authorization Form (MAF)

[On the letterhead of the organization]

No.

Date:

To,

Executive Director (IT-DT),  
Life Insurance Corporation of India, Central Office,  
Information Technology – Digital Transformation  
Department, South Wing – “Jeevan Seva Annexe”, S.  
V. Road, Santa Cruz (W), Mumbai - 400054

Ref: Your Bid Ref. No.: <xxx> dated <xxx>

Dear Sir/ Madam,

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

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

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

\_\_\_\_\_ (OEM) certify that, the equipment being sold would not be declared End of Sale (EoS) in the next 5 Years and that \_\_\_\_\_ (OEM) shall supply suitable substitute in case of EoS equipment. Also \_\_\_\_\_ (OEM) certifies that the products being sold would be covered under Warranty / Support and support will be available for next five years from the date of installation at LIC Of India.

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Yours faithfully,

For and on behalf of: \_\_\_\_\_ (Bidder)

**Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

Authorized Signatory of the bidder

Name:

Designation:

Office Seal or digital signature:

Place:

Date:

(Name of Original Equipment Manufacturer - OEM) (Seal of the OEM)



Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

## 9.7 Remittance Details

[On the letterhead of the organization]

No.

Date:

To,

Executive Director (IT-DT),  
Life Insurance Corporation of India, Central Office,  
Information Technology – Digital Transformation  
Department, South Wing – “Jeevan Seva Annexe”, S.  
V. Road, Santa Cruz (W), Mumbai - 400054

Subject: Remittance Details.

Ref: Your Bid Ref. No.: <xxx> dated <xxx>

Dear Sir/ Madam,

### LIC Bank Account Details:

|                              |  |
|------------------------------|--|
| <b>BANK NAME</b>             | <b>KOTAK MAHINDRA BANK</b>   |
| <b>BANK ADDRESS</b>          | <b>5 C/II, GROUND FLOOR, MITTAL COURT, 224, NARIMAN POINT, MUMBAI-400021</b> |
| <b>TITLE OF BANK ACCOUNT</b> | <b>LIFE INSURANCE CORPORATION OF INDIA, CENTRAL OFFICE</b>                   |
| <b>TYPE OF BANK A/C</b>      | <b>CURRENT</b>   |
| <b>BANK ACCOUNT NUMBER</b>   | <b>7311115782</b>  |
| <b>IFS CODE</b>              | <b>KKBK0000958</b>   |
| <b>MICR CODE</b>             | <b>400485002</b>   |
| <b>SWIFT CODE</b>            | <b>KKBKINBBCPC</b>   |

### Details to be shared with LIC after remittance:

| Remittance | Amount    | Date of remittance | UTR number |
|------------|-----------|--------------------|------------|
| Bid Fee    | ₹ 5,000/- |                    |            |
| GST        | ₹ 900/-   |                    |            |
| Total      | ₹ 5,900/- |                    |            |

I state that the above mentioned information and the relevant annexures and enclosures are true and correct

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Yours faithfully,

For and on behalf of: \_\_\_\_\_ (Bidder)

---

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

Authorized Signatory of the bidder

Name:

Designation:

Office Seal or digital signature:

Place:

Date:

### INDICATIVE List of Cloud Service / Item

| Cloud Service / Item   |
|--|
| A repository for storing and managing container images, Helm charts, and other artifacts.                |
| A managed Kubernetes service for deploying, managing, and scaling containerized applications.            |
| Virtual machines that provide computing power for running applications or workloads.                     |
| Support Services   |
| A service for processing, analyzing, and visualizing large-scale datasets in near real-time.             |
| A messaging system that enables asynchronous communication between distributed applications and systems. |
| A managed database service for running Microsoft SQL Server instances in the cloud.                      |
| Allocation and management of static or dynamic public IP addresses for cloud resources.                  |
| A service that distributes incoming traffic across multiple backend resources to ensure availability.    |
| A secure connection between on-premises networks and cloud resources using virtual private networks.     |
| A secure connection between on-premises networks and cloud resources using virtual private networks.     |
| A networking service that allows private cloud resources to access the internet securely.                |
| A networking service that allows private cloud resources to access the internet securely.                |

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

|  |
|--|
| A networking service that allows private cloud resources to access the internet securely.                |
| A managed Domain Name System service for routing traffic using custom domain names.                      |
| Data Transfer (Networking)   |
| A service for collecting, managing, and analyzing log data generated by applications and infrastructure. |
| A service to monitor infrastructure, applications, and services with metrics, alerts, and dashboards.    |
| A service to monitor infrastructure, applications, and services with metrics, alerts, and dashboards.    |
| A service to protect web applications from common threats such as SQL injection or cross-site scripting. |
| A scalable and durable storage service for unstructured data, such as images, videos, and backups.       |
| A platform for monitoring, detecting, and responding to security threats in real time.                   |
| A service to protect web applications from bots and abuse by verifying that users are human.             |

## **9.8 Non-Disclosure Agreement**

[No deviations in wordings permitted]

*[To be executed over Rs.500 Stamp/Franked paper & notarized]*

This Non-disclosure Agreement (“NDA”) is made and entered into this \_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty Five (2025) at \_\_\_\_\_

BY AND BETWEEN

Life Insurance Corporation of India, hereinafter referred to as “LIC”, a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (Act 31 of 1956) with registered office at Central Office, ‘Yogakshema’, J B Marg, Mumbai 400 021,

AND

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

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

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

WHEREAS, the Respondent is aware that while responding to LIC’s Request For Proposal (RFP) Ref: LIC/CO/IT-DT/2025/Cloud/RFP dated: xx January, 2025 for empanelment of service providers for providing cloud services on rate contract basis in Life Insurance Corporation of India”, the Respondent may be gathering information on LIC’s Business/Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., (“Proprietary Information”) indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and /or proprietary of LIC.

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

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

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

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party. It may be noted that all the information shared as a part of said RFP in the form of project documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configurations onsite shall be the sole property of LIC and shall be treated with the same degree of confidentiality as that of the respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of this project engagement.

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

- Distribute or disclose to any other person any of the Confidential Information;
- Permit any other person to have access to the Confidential Information;
- Use the Confidential Information for any purpose other than the Permitted Use; or disclose to any other person

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

The Respondent agrees to be responsible for any breach of this Agreement by its Representatives.

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

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

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

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

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

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

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

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

Respondent agrees that Confidential Information is and shall at all times remain the property of LIC. Respondent acknowledges that the Confidential Information is confidential and material to the interests, business and affairs of LIC and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of LIC. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the party’s intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of LIC and shall be returned upon written request or upon the Respondent’s determination that it no longer has a need for such information. Use of such property or licenses without the permission of LIC is strictly prohibited and the respondent will ensure that any of its employees or representatives does not violate this condition, and even in the case when they cease to have any relationship with respondent.

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

There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither LIC makes any representations nor extends any warranties, express or



**Information Technology/SD - Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021**

implied, as to the adequacy or accuracy of Confidential Proprietary Information or any other information or data related thereto, or with respect to the use thereof by Respondent.

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

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

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

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

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

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

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

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

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

The Respondent herein agrees and undertakes to indemnify and hold LIC harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

paid/incurred/suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement.

This Agreement shall be governed and construed in accordance with the laws of India.

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

Respondent agrees not to assign this Agreement or any interest herein without express prior written consent of LIC.

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

Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator with mutual consent. The place of arbitration shall be Mumbai, India and the arbitration proceedings shall take place in the English language.

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

This NDA will be valid for a period of \_\_\_\_\_(Contract Period).

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

Authorized Signatory of the bidder

Name:

Designation:

Office Seal or digital signature:

Place:

Date:

## 9.9 Pre Contract Integrity Pact

[No deviations in wordings permitted]

### **PRE-CONTRACT INTEGRITY PACT**

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....2025, between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (Act 31 of 1956) and having its corporate office at “Yogakshema” Jeevan Bima Marg, Mumbai 400021. (here in after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s .....represented by Shri..... (Hereinafter called the “BIDDER /SELLER/SERVICE PROVIDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure ..... (Name of the Stores/Equipment/Item/Service) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and WHEREAS the BIDDER/Seller/Service Provider is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under LIC Act 1956.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling Bidder(s)/Sellers/Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

#### **1. Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

Bidder

Executive Director (IT/DT)

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

- 1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all Bidder(s) alike and will provide to all Bidder(s) the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other Bidder(s).
- 1.3 All the officials of the BUYER will report to the “Chief Vigilance Officer” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of Bidder(s)**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favor or disfavor to any person in relation to the contract of any other contract with the Government.
  - 3.3 Foreign Bidder(s) shall disclose the name and address of their Indian agents and representatives in India, and Indian Bidder(s) shall disclose their foreign BUYERs or associates.
  - 3.4 Bidder(s) shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

Bidder

Executive Director (IT/DT)

**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/Contractor will not commit any offence under the relevant Indian Penal Code (IPC)/Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed. The term ‘relative’ for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14 The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

Bidder

Executive Director (IT/DT)

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

#### **4. Previous Transgression**

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

#### **5. Sanctions for Violations:**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
  - (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

Bidder

Executive Director (IT/DT)



**Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.
- 5.4 **Fall Clause:**  
The bidder undertakes that it has not supplied /is not supplying similar product/systems/items/ or subsystems having same scope of work, payment terms and all other applicable forms & conditions, at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage of Bidding process that similar product / systems or subsystems items was supplied by the Bidder to any other Ministry/Department of the Government of India or PSU at a lower price , then that very price , with due allowance for elapsed time , will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

## **6. Independent Monitors:**

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

Name address of the Monitor(s):

- 1) Shri Arun Chandra Verma, IPS (Retd.), Flat no-C-1204, C Tower, Amrapalli, Platinum Complex, Sector-119, Noida, Uttar Pradesh. Email Address: acverma1@gmail.com  
Contact no.: (+91) 8130386387
  - 2) Shri Jose T. Mathew, IFS (Retd.), House No. 37/930, Ebrahim Pillai Lane, Via Kakkanad, Thrikkakara-682021, Dt. Ernakulam, Kerala. Email: jtmat507@gmail.com
- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Executive Director (E&OS), LIC.

Bidder

Executive Director (IT/DT)



**Information Technology/SD - Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021**

- 6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself/herself from that case.
- 6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the Chairman, LIC within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 6.9 If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LICI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

#### **7. Facilitation of Investigation:**

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

#### **8. Law and Place of Jurisdiction:**

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

#### **9. Other Legal Actions:**

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

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. Changes and supplements as well as termination notices need to be made in writing.

Bidder

Executive Director (IT/DT)

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

**10. Validity:**

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at.....on.....

Bidder

Executive Director (IT/DT)

BUYER

Bidder

Executive Director (IT/DT)  
Life Insurance Corporation of India

CEO

Witness

Witness

1.

1.

2.

2.

(Note: Bidder/Seller/Service Provider/Stores/equipment/item/service Bidding process/ bid evaluation/process of availing services.)

All pages must be signed and numbered.  
Appropriate word may be used where ever applicable without altering the purpose /desired intention of the clause. )

## 9.10 Performance Bank Guarantee

[No deviations in wordings permitted]

To,

Executive Director (IT-DT),  
Life Insurance Corporation of India,  
Central Office, Information Technology – Digital Transformation  
Department, South Wing – “Jeevan Seva Annexe”, S. V. Road,  
Santa Cruz (W), Mumbai - 400054

This Deed of unconditional and irrevocable Guarantee executed by the \_\_\_\_\_ (Bank name) a Scheduled Bank within the meaning of the Reserve Bank of India Act and carrying out banking business including guarantee business at Mumbai and other places having its head office at \_\_\_\_\_ (hereinafter referred to as “the Bank”) in favour of Life Insurance Corporation of India, formed under section III of LIC Act, 1956 (hereinafter referred to as “the Corporation”) having its Information Technology Dept. of Central Office at the 3rd floor, Jeevan Seva Annexe, S. V. Road, Santa Cruz (W), Mumbai 400 054, for PBG amount not exceeding <10% of the contract value (in figures and words)> at the request of (Bidder Name & Address) \_\_\_\_\_ (hereinafter referred to as the “Bidder”).

This unconditional and irrevocable Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of <10% of the contract value (in figures and words)> and the Guarantee shall remain in force upto \_\_\_\_\_ date (valid for a period of \_\_\_\_\_) and cannot be invoked, otherwise than by a written demand or claim under this guarantee served on the Bank on or before \_\_\_\_\_ (Date) by the Corporation.

And whereas \_\_\_\_\_ (Bidder(s) name) having its head office at \_\_\_\_\_ (address), is participating in the RFP Ref: LIC/CO/IT-DT/2025/Cloud/RFP dated: xx January, 2025 for “Request for Proposal for empanelment of service providers for providing cloud services on rate contract basis in Life Insurance Corporation of India” and subsequent modifications issued on \_\_\_\_\_.

And whereas the \_\_\_\_\_ (bank name and address) has agreed to give on behalf of the Bidder a guarantee towards the Performance Bank Guarantee (PBG).

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Bidder, up to a total amount of Supply, Installation, Design, Development, Implementation, Integration, Maintenance and we undertake to pay you, upon your first written demand declaring the Bidder to be in default as per the terms and conditions of the RFP Ref: LIC/CO/IT-DT/2025/Cloud/RFP dated: 31<sup>st</sup> January, 2025 for “Request for Proposal for empanelment of service providers for providing cloud services on rate contract basis in Life Insurance Corporation of India” and without cavil or argument, any sum or sums as specified by you within the limit of <10% of the contract value (in figures and words)> as aforesaid, without your need to prove or to show grounds or reasons for your demand of the sum specified therein. This unconditional and irrevocable Guarantee shall not be affected by any change in the Constitution of the Bank.

**Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

1. The Bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise.
2. Our liability under this guarantee is restricted to a sum of <10% of the contract value (in figures and words)>
3. The Performance Bank Guarantee will be valid the entire period of contract, including the claim period.
4. A written claim or demand for payment under this Bank Guarantee is the only condition precedent for payment of part/ full sum under the guarantee to the Corporation.
5. The corporation need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

DATED AT

THIS

DAY OF 2025

**SEALED & SIGNED BY BANK**

## 9.11 Information and Instruction to the Bidder(s) for using ONLINE ELECTRONIC TENDERING SYSTEM (e-TS)

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

- **Registration of the Contractors/Bidder(s):** All the Contractors intending to participate in the Bids floated online using Electronic Tendering System (e-TS) are required to get registered on the e-Tender Portal (website) <http://www.tenderwizard.com/LIC>

After successful Registration on the above mentioned portal, the bidder will get a User ID and Password to access the website.

- **Viewing of Online Tenders:** The contractors/bidder(s) can view tenders floated on online Electronic Tendering System (e-TS) hereinafter referred as “e-Tendering System” through portal (website) at <http://www.tenderwizard.com/LIC>. They can view the details like Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download through, they need to login on to the above portal and can download the tender documents of an e-Tender.
- **Key Dates:** The contractors/bidder(s) can view the Online Scheduled dates of e-tendering System (time schedule) hereinafter referred as “Key Dates” for all the tenders floated using the online electronic tendering system on above mentioned portal (website) <http://www.tenderwizard.com/LIC>

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

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

### **Obtaining a Digital Certificate and its Usage:**

- On e - Tendering System, the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.

Information Technology/SD – Central Office, ‘Yogakshema’, Jeevan Bima Marg, P. B. No. 19953, Mumbai – 400021

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

| E-Tender helpdesk                               |   |
|---|---|
| <b>Address</b>                                  | #24, Sudha Complex, 03rd Stage, 04th Block, Basaveshwaranagara, Bangalore – 560079. |
| <b>email</b>                                    | dscprocessingunit@yahoo.com   |
| Help Desk Contact Details:                      |   |
| Mobile: 9686115304/9686115323                   |   |
| <b>E-mail &amp; Mobile Numbers:</b>             |   |
| lokesh.hr@antaressystems.com -- +91 9686115304  |   |
| sushant.sp@antaressystems.com -- +91 9923972175 |   |
| raghuprashanth@antaressystems.com               |   |

The Bid (Online Offer) for a particular e - Tender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission. In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.

- In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of agency for LIC of India, Central Office, Mumbai as per Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management /partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an “Authorization Certificate for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.
- The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- Bidder(s) participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website) through <http://www.tenderwizard.com/LIC>.



### **Submission of Tender Fees:**

- The Contractors have to submit requisite amount as mentioned in the particular e-Tender (against the Tender fee) in favour of the “Life Insurance Corporation of India” online and the UTR details to be mentioned in the submission .
- If the tenders are cancelled or recalled on any grounds, the tender document fees will not be refunded to the agency.

### **Tender Download:**

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

### **Submission of online bids:**

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

### **Opening of Tender (Electronic offers):**

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

**(b) The date of opening of Commercial Bid and online reverse auction shall be intimated to the Eligible Bidder(s), who qualify pre-qualification / eligibility criteria as defined in section 5.2 of this RFP.**



भारतीय जीवन बीमा निगम  
LIFE INSURANCE CORPORATION OF INDIA

*RFP for Empanelment of Service Providers for  
providing Cloud Services on rate contract basis in  
LIC of India*

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