

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



**LIC-CO/IT-SD/EOI/2023-2024/DBS dated 08 January 2024**

*Invitation for Expression of Interest (EOI) For Database Security Tools*

**Date of Release: 08 January 2024**

**Last date and time for submission of EOI: 09 February 2024, latest by 04:00 PM**

**EOI opening date and time: 09 February 2024, 04:15 PM**

**Address: Life Insurance Corporation of India, Central Office, Information Technology Department,  
Jeevan Seva Annex Building, 2<sup>nd</sup> Floor, S.V. Road, Santacruz (West), Mumbai – 400054**

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## Table of Contents

<b>Section A: Introduction</b> .....	4
1. Definitions .....	4
2. Abbreviations .....	5
3. Activity Schedule .....	9
<b>Section B: Invitation for Expression of Interest (EOI)</b> .....	11
1. Introduction .....	11
2. EOI Document Availability .....	11
3. LIC Business Hours .....	11
4. Scope & Objective .....	11
5. Project Timelines .....	16
6. Eligibility Criteria .....	16
7. General Instructions .....	17
8. Issue of Corrigendum .....	18
9. Terms and Conditions .....	18
<b>Section C: Instructions to Bidders (ITB)</b> .....	20
1. Pre-bid meeting and Clarification/ Amendment of Bid Documents .....	20
2. Submission of Bids .....	21
3. Language of Bid .....	23
4. Modification and Withdrawal of the Bids .....	23
5. Compliant Bids / Completeness of Response .....	23
6. Empanelment & Evaluation process .....	23
7. Non-Disclosure Agreement (NDA) .....	24
8. Right to Accept Any Proposal and To Reject Any or All Proposal(s) .....	24
9. Contracting .....	24
10. Contacting LIC .....	24
11. Right to terminate the Process .....	25
12. Disqualifications .....	25
13. Confidentiality and privacy .....	25
14. Patent Rights and other litigation costs: .....	27
15. Land Border Clause .....	27
16. User Validation (UV) by Stakeholders .....	27
17. Costs to be borne by Respondents .....	28
18. No Legal Relationship .....	28
19. Limitation of Liability .....	28

20.	Force Majeure.....	28
21.	Settlement of Disputes/Arbitration.....	28
22.	Indemnifying LIC.....	29
23.	Fraud and Corrupt Practices.....	30
24.	Applicable Law.....	31
25.	Ambiguities within the Document.....	31
26.	Notices and other communications.....	31
27.	Service of notices.....	31
28.	Rights reserved by LIC.....	32
29.	Right to Verification.....	33
30.	Bid Rejection Criteria.....	33
31.	Terms of Assignment.....	33
32.	Minimum Wages.....	33
33.	Communications.....	34
34.	Publicity.....	34
35.	Consortiums or sub-contractor.....	34
36.	Conflict of interest.....	34
37.	Guidelines for Micro & Small Enterprises [MSEs]:.....	35
	<b>Section D: Enclosures.....</b>	<b>36</b>
	Annexure A: Covering Letter.....	36
	Annexure B: Bidder's Profile.....	38
	Annexure C: Eligibility Criteria.....	39
	Annexure D: Land Border Declaration.....	41
	Annexure E: Details of Bid Processing fee.....	42
	Annexure F: Integrity Pact.....	43
	Annexure G: Non-Disclosure Agreement (NDA).....	44

## Section A: Introduction

### 1. Definitions

<b>LIC</b>	means without limitation the "Life Insurance Corporation of India" (LIC), 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
<b>Bidder</b>	Original Equipment Manufacturer (OEM) or OEM authorized System Integrator (SI) participating in this tender.
<b>EOI</b>	This Expression of Interest Ref: LIC-CO/IT-SD/EOI/2023-2024/DBS dated 08 January 2024 inclusive of any clarifications/corrigenda/addenda to this EOI that may be issued by LIC.
<b>Bid</b>	The Bidder's written submissions in response to the EOI signed by Authorized Signatory of the bidder.
<b>Agreement</b>	The written contract signed between the LIC and the Selected vendor and all the attached documents with respect to any/all deliverables or services contemplated by this EOI. The "Agreement" includes the EOI all addenda/corrigenda issued by LIC, subsequent mutually agreed modifications to the EOI, response of the selected vendor to the EOI and the contract document itself.
<b>Authorized Signatory</b>	The person authorized by the company's Board/ Managing Director/ Director through a proper authorization to represent the company for purpose of this bid submission for signing the bid documents on behalf of the company
<b>Deliverables &amp; Services</b>	Means all services as per scope of work defined in the EOI.
<b>Working Day</b>	Shall be construed as a day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies, State Governments or Central Government of India as applicable to the concerned LIC office
<b>Day</b>	Calendar Day
<b>Clarifications</b>	Means Addenda, corrigenda, and clarifications to the EOI
<b>Vendor</b>	Means the successful Bidder/s with whom LIC signs the contract for rendering of services required in the EOI.
<b>Specifications</b>	Means all the functional, technical, operational, performance or other characteristics required of a Product or Service found in this EOI or any of the annexure or addendum or clarifications to the EOI.
<b>"Party" and "Parties"</b>	Each of the parties i.e., LIC and Selected bidder are collectively referred to as the 'Parties' and individually as a 'Party'.
<b>Default Notice</b>	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
<b>Law</b>	Shall mean any Act, notification, bylaws, rules and regulations, directive, ordinance, order or instruction having the force of law, enacted or issued by the Central Government and/ or the Government of any state or any

	other Government or regulatory authority.
<b>Personnel</b>	Means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof. Personnel deployed by the Bidder on the project to meet the requirements of the EOI within the timelines as mentioned in the EOI. The details of all such personnel will have to be shared in Personnel Deployment Plan.
<b>Requirements</b>	Shall mean and include the capability, characteristics, attribute or quality of systems as per schedules, details, description and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the EOI.
<b>Terms of Reference</b>	Means the section which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Bidder and expected results and deliverables of the assignment.
<b>Timelines</b>	Wherever Timelines have been defined as days, weeks, months, they will mean calendar days, calendar weeks and calendar months.
<b>Date of Acceptance</b>	"Date of Acceptance" the system/project shall be deemed to have been accepted by LIC, subsequent to its commissioning, when all the activities as defined in the scope of work related to the acceptance of system have been successfully executed and completed and a certificate from LIC is obtained by the Vendor. The date of acceptance of system will be the one stated in the Certificate issued in writing from LIC and duly signed by an authorized official of LIC.
<b>Specified Personnel</b>	Personnel deployed by the Vendor on the project to meet the requirements of the EOI and assigned to perform the services and any part thereof within the timelines as mentioned in the EOI. The details of all such personnel will have to be shared in Personnel Deployment Plan in response to this EOI.

## 2. Abbreviations

SN	Terms/ Abbreviations	Meaning/ Interpretation
1	AMC	Annual Maintenance Contract
2	BCMS	Business Continuity Management System
3	BCP	Business Continuity Planning
4	BFSI	Banking, Financial Services and Insurance
5	BIA	Business Impact Assessment
6	BO	Branch Office of LIC
7	BOQ	Bill of Quantity
8	CA	Configuration Audit
9	CAPA	Corrective Action and Preventive Action
10	CEH	Certified Ethical Hacker
11	CERT-In	Computer Emergency Response Team – India
12	CIA	Confidentiality, Integrity, and Availability
13	CIRT	Computer Incident Response Team
14	CISA	Certified Information Systems Auditor

SN	Terms/ Abbreviations	Meaning/ Interpretation
15	CISM	Certified Information Security Manager
16	CISSP	Certified Information Systems Security Professional
17	CO	Central Office of LIC
18	Competent Authority	Head of department at LIC's Central Office, Mumbai or any authority that is superior to him / her in LIC's hierarchy.
19	Contract	The agreement entered into between LIC and the selected vendor in response to this tender and any or all such attachments and annexure thereto and all documents incorporated by reference therein. It also includes this bid document and its modifications/ clarifications.
20	CTH	Cyber Threat Hunting
21	CTI	Cyber Threat Intelligence
22	Date of Acceptance of Purchase order	The date on which the Purchase Order is first communicated to the selected bidder (through e-mail/ letter/ portal).
23	DAM	Database Activity Monitoring
24	DO	Divisional Office of LIC
25	DRP	Disaster Recovery Planning
26	GCCIH	GIAC Certified Incident Handler
27	GIAC	Global Information Assurance Certification
28	GOI	Government of India
29	IEM	Independent External Monitor
30	IRDAI	Insurance Regulatory and Development Authority of India
31	ISMS	Information Security Management System
32	ISO27001 LA	ISO27001 Lead Auditor
33	ISO27001 LI	ISO27001 Lead Implementer
34	ITSM	IT Service Management (ITSM)
35	IVRS	Interactive Voice Response System
36	KGI	Key Goal Indicator
37	KPI	Key Performance Indicator
38	KRI	Key Risk Indicator
39	MeitY	Ministry of Electronics and Information Technology
40	MO	Mini Office of LIC
41	MSME	Micro, Small & Medium Enterprises
42	NBAD	Network Behavior Anomaly Detection
43	NC	Non-Conformities
44	NCIIPC	National Critical Information Infrastructure Protection Centre
45	NDA	Non-Disclosure Agreement
46	NSIC	National Small Industries Corporation
47	OSCE	Offensive Security Certified Expert
48	OSCP	Offensive Security Certified Professional
49	P & IR	Personnel and Industrial Relations Department of LIC

<b>SN</b>	<b>Terms/ Abbreviations</b>	<b>Meaning/ Interpretation</b>
50	P&GS	Pension and Group Superannuation Department of LIC
51	PCAP	Packet Capture
52	PDCA	Plan-Do-Check-Act
53	PO	Purchase Order
54	PMC	Project Management Consultant
55	PSU	Public Sector Undertaking
56	PT	Penetration Testing
57	QSA	Qualified Security Assessor (QSA)
58	RA	Risk Analysis
59	RACI matrix	Responsible, Accountable, Consulted, Informed matrix
60	RPO	Recovery Priority Objective
61	RTO	Recovery Time Objective
62	SDLC	Software Development Life Cycle
63	SI	System integrator
64	SIEM	Security information and event management
65	SLA	Service Level Agreement
66	SME	Subject Matter Expert
67	SO	Satellite Office of LIC
68	SoA	Statement of Applicability
69	SoW	Scope of Work
70	SOP	Standard operating Procedure
71	Supplier	Successful vendor who has accepted purchase order.
72	TOC	Tender opening committee
73	U&R	Underwriting and Re-insurance Department of LIC
74	UEBA	User Entity Behaviour Analysis
75	VA	Vulnerability Assessment
76	Vendor	Successful bidder
77	YoY	Year over Year
78	ZO	Zonal Office of LIC
79	VM	Vulnerability Management
80	DC	Data Classification
81	ENTSC	Entitlement Scan
82	AUTOD	Auto-discovery
83	ACTM	Activity Monitoring
84	RCW	Reporting and Compliance Workflow
85	PIM	Privileged Identity Management
86	PAM	Privileged access management
87	LDAP/AD	Lightweight Directory Access Protocol
88	ITSM	IT Service Management
89	SIEM	Security information and event management
90	STIG	Security Technical Implementation Guides
91	CIS	Centre for Internet Security
92	CVE	Common Vulnerabilities and Exposures
93	EAL	Evaluation Assurance Level
94	HYOK	Hold Your Own Key

## Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, LIC and its employees, contractors, agents, and advisors 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 EOI document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of LIC or any of its officers, employees, contractors, agents or advisors.

- a. The information contained in this EOI or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of LIC, is subject to the terms and conditions set out in this EOI.
- b. This EOI is not an offer by LIC, but an invitation to receive responses from the eligible Bidders.
- c. The purpose of this EOI is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This EOI does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own research, investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this EOI and where necessary obtain independent advice/clarifications. LIC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI.
- d. LIC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this EOI.
- e. LIC also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI.
- f. The Bidder is expected to examine all instructions, forms, terms and specifications in this EOI. Failure to furnish all information required under this EOI or to submit a Bid not substantially responsive to this EOI in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- g. The issue of this EOI does not imply that LIC is bound to select a Bidder or subsequently to award the contract to the shortlisted Bidder, as the case may be, for the project and LIC reserves the right to reject all or any of the Bids or Bidders without assigning any reason.
- h. The information contained in this EOI is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this EOI are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this EOI. Neither the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this EOI.



### 3. Activity Schedule

Sr. No.	Event/Activity	Details
1	EOI Ref. with date	LIC-CO/IT-SD/EOI/2023-2024/DBS dated 08 January 2024
2	EOI Release date	08 January 2024
3	Bid Processing Fee (Non-Refundable)	<p>Non-Refundable fee of Rs 10,000/- + GST (Currently 18% GST). Total Rs 11,800/- (Rupees Eleven Thousand Eight Hundred Only) to be paid to Life Insurance Corporation of India using NEFT ("Bid processing fee"). The details of bank account in given below.</p> <p>Name of Bank: Union Bank of India Address: Unit 4C, Mittal Court Premise, Nariman Point Mumbai Name of Beneficiary: Life Insurance Corporation of India, Central Office Bank Account Number: 510101006085031 IFSC Code: UBIN0902217</p> <p>Bid Processing Fee exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy (MSEs) order 2012 issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/NSIC certificate valid as on the date of last date of bid submission as mentioned in this EOI document.</p>
4	Submission of pre-bid queries and participant's detail for pre-bid meeting	16 January 2024, latest by 5:30 PM All queries related to this EOI to be sent on <a href="mailto:dam.tenders@licindia.com">dam.tenders@licindia.com</a>
5	Pre-bid meeting – (maximum 2 representatives from each eligible bidder)	19 January 2024, 11:00 AM
6	Address of Communication/ submission pre-bid meeting/opening of bids	LIC of India, Central Office, IT-BPR Department, 2nd Floor, Jeevan Seva Annexe Building, S.V. Road, Santacruz (W), Mumbai – 400054
8	Mode of submission	Online ( <a href="http://www.tenderwizard.com/LIC">www.tenderwizard.com/LIC</a> )
9	Last date & time for submission of bids	09 February 2024, latest by 04:00 PM
10	Bid opening date & time	09 February 2024, 04:15 PM
11	Contact Details	Mr. C.P Selvam, 022-67090560/586 <a href="mailto:dam.tenders@licindia.com">dam.tenders@licindia.com</a>
12	LIC's Official Website (URL)	<a href="http://www.licindia.in">http://www.licindia.in</a>

- Any change to the Activity Schedule will be notified through website (<https://licindia.in/web/guest/tenders>, <https://eprocure.gov.in/> and [www.tenderwizard.com/LIC](http://www.tenderwizard.com/LIC)) only. Amendments/corrigendum, if any, to this EOI would be hosted on our website only.
- In case the date of an event like last date for submission of bids, opening of bids etc. are declared as holiday in Mumbai, the respective date shall be treated as postponed to the next working day.
- Bidder's representatives should bring their company I-cards for Pre-Bid Meeting and any other meeting connected with this EOI.

- Only a maximum of two authorized representatives from each bidder will be allowed to attend pre-bid meeting and tender opening event and the authorized representative must attend the pre-bid meeting without fail.
- Reverse Auction schedule will be notified on the LIC website (<https://licindia.in/web/guest/tenders>, <https://eprocure.gov.in/> and [www.tenderwizard.com/LIC](http://www.tenderwizard.com/LIC)) only.

## Section B: Invitation for Expression of Interest (EOI)

### 1. Introduction

LIFE INSURANCE CORPORATION OF INDIA (hereinafter referred to as LIC of India or LIC), a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (31 of 1956) is a major public sector enterprise having its Central Office at "Yogakshema", Jeevan Bima Marg, Nariman Point, Mumbai – 400021.

### 2. EOI Document Availability

The Bidder may download the EOI documents from the websites mentioned below:

- a) <https://licindia.in/web/guest/tenders>
- b) <https://eprocure.gov.in/>.
- c) <https://www.tenderwizard.com/LIC>

Addenda: Any modification / clarification / corrigenda related to bid document issued by LIC will be in the form of an addendum published on LIC and government website. Prospective respondents are expected to visit the website frequently during the pendency of this EOI process in order to keep themselves updated with any changes/modifications etc. in this regard.

### 3. LIC Business Hours

The business hours may vary from region to region and may be generally taken to be 8 hrs. from Monday to Friday from 10am to 6pm, excluding holidays, Saturdays, and Sundays. The Vendor however should recognize the fact that they may be required to work beyond the business hours and holidays on need basis. The existing business hours in LIC may change in future, but it can be assumed to be about 48 hours per week.

### 4. Scope & Objective

- a) Life Insurance Corporation of India invites Expression of Interests (EOIs) from established, reputed and reliable Original Equipment Manufacturers (OEMs) with experience on implementing:
  - i. Part A - Database Activity Monitoring (DAM) Solution
  - ii. Part B - Database Encryption Solution
- b) Bidders can participate either for Part A and/or Part B. The bids can be submitted by an Original Equipment Manufacturer (OEM) or by OEM authorized System Integrator (SI).
- c) This document should not be construed as Tender/ Request for Proposal (RFP).
- d) Prospective bidders are advised to study this EOI Document carefully. Submission of EOI shall be deemed to have been done after careful study and examination of the EOI Document with full understanding of its implications.
- e) Bidders who qualify the eligibility criteria will be invited to perform below activities for the proposed solution of Database Activity Monitoring (DAM) & Database Encryption Solutions:
  - i. Solution Capability Presentation including implementation approach and demo.
  - ii. Proof of Concept (PoC) of the solution on sample databases as below:

Sr. No.	Database Flavour	Count	Operating System
1	MySQL	5	RHEL
2	Oracle	1	Oracle Enterprise Linux
3	SAP HANA	1	SUSE Linux
4	Others	3	-

f) Indicative test cases for **Part A - Database Activity Monitoring (DAM) Solution:**

- i. Capture and analyze all database activities by application user, Database users and/or privileged user accounts, providing detailed audit trails that shows the "Who, What, When, Where, and How" of each database transaction.
- ii. Manage all databases centrally using a standard browser interface for management and monitoring.
- iii. Discover any new/rogue database and DB objects created within the monitored network/systems.
- iv. Auto discovering sensitive/confidential data, like credit card Numbers, Email address, Aadhaar or any PII in the database.
- v. Classify the database/database-objects based on sensitivity and confidentiality of data based on PII, SPDI, PCIDSS guidelines or customized parameters.
- vi. The DAM tool and its software agent that would be deployed on Oracle DB Nodes should be compatible /compliant with Oracle RAC architecture.
- vii. Inspect both in-coming and out-going DB traffic.
- viii. Perform vulnerability scans.
- ix. Provide risk score of individual incidents, based on combination of security alerts, discovery results, vulnerability assessment, sensitivity & confidentiality of data stored in the database.
- x. Risk and Threat detection analytics Solution should automatically detect nature of accounts which connect to the database (Service Account, DBA User Account, etc.), purpose of database tables (Business Critical Tables, System Tables, etc.), Data access habits (working hours, amount of data retrieved, off working hours).
- xi. Risk and Threat detection analytics Solution should be able to detect suspicious activity including scans for sensitive and valuable data.
- xii. DAM solution must be able to perform various types of masking such as Static Data Masking, Deterministic Data Masking, On-the-Fly Data Masking, Dynamic Data Masking, etc.
- xiii. Generate customized reports with respect to time, type of activity, nature of event, violation of specific rules, user, source of origin, DB instance.
- xiv. Each Appliances of the DAM solution should be able to process high TPS (transactions per second).
- xv. The proposed solution shall have to be compliant with IRDAI Guidelines.

**Note:** The above-mentioned test cases are non-exhaustive, and the bidders should present/perform the best in industry test cases suitable for LIC.

g) Indicative test cases for **Part B - Database Encryption Solution:**

- i. The encryption of the databases must support transparent file encryption on Linux systems CentOS, Ubuntu, RHEL, Oracle Linux, AIX, Windows servers.
- ii. The proposed software should be FIPS 140-2 certified and provide the encryption of the databases, without depending on the native encryption options, for the flavor of PostgreSQL, MSSQL, MySQL, Oracle for standard as well as enterprise editions of the databases running on Oracle Linux, Windows, RHEL, CentOS platforms.
- iii. Key Management Solution Capabilities:
  - a. Manage all the encryption keys.
  - b. Manage the health status of various agents.

- c. Rotate the encryption keys.
  - d. Manage logs for all the encryption keys.
  - e. Centrally store certificate and manage key and secret lifecycle tasks (generation, rotation, destruction, import and export).
  - f. Trigger automatic notifications for certificate expiry.
- iv. Sample Test Case 1:
- a. Encrypt a new and existing tablespace.
- v. Sample Test Case 2:
- a. Encrypt a sample folder with files within it.
  - b. Copy & paste a new file inside the encrypted folder and the content should automatically be encrypted.
  - c. Files already inside the encrypted folder, if taken out should be in encrypted format.
  - d. Allow only permitted users and process to access the encrypted files, ones accessed those files will be automatically converted into clear text.
  - e. Database files folder: Above test cases must be applied on Database file folders.
- vi. Sample Test Case 3:
- a. Database backups and restoration use cases.

**Note:** The above-mentioned test cases are indicative, and the bidders should present/perform the best in industry test cases suitable for LIC

- h) Study of existing architecture of the databases implemented across LIC's environment and provide a report with recommendations for improvement along with details about the proof of concept (PoC) conducted.
- i) The report submitted shall be evaluated against the completeness of proof of concept and recommendations provided for improvement in the database implementation architecture for LIC.
- j) The evaluation of the in-scope solutions, its PoC and report submitted will be as per below criteria:

**i. Scoring Criteria for Part A - Database Activity Monitoring (DAM) Solution:**

SN	Evaluation Criteria	Parameter	Score	Maximum Score
1	Proof of Concept: Solution Performance	Features of the solutions (higher marks for more features)	5 Marks	30 Marks
2	Proof of Concept: Solution Implementation	Infrastructure Requirement (higher marks for minimal infrastructure)	5 Marks	
3	Proof of Concept: Integration Compatibility of Databases with DAM Solution as per scope	MySQL Database	5 Marks	
		Oracle Database	5 Marks	
		SAP HANA Database	5 Marks	
4	Detailed Report and Presentation of entire PoC	Observations identified in the current state of the implemented database architecture of LIC	5 Marks	20 Marks

SN	Evaluation Criteria	Parameter	Score	Maximum Score
		Recommendations improving the database architecture setup across LIC	5 Marks	
		Roadmap for transition from current state to target state database architecture.	5 Marks	
		Details of activities conducted as part of Proof of Concept (PoC)	5 Marks	
5	During the last 5 years preceding to the date of this EOI, the DAM Solution should have been supplied and implemented for Private Organizations in India with market capital of minimum 500 Crores or PSU/ Government/ Regulator/ Stock Exchanges/ BFSI Sector Firms in India.  (Copy of the Purchase order/ Work order/ engagement letter/ Certificate of completion of the work to be submitted)	Every Additional reference of Contract/Order Value greater INR 5 Crores -> 5 Marks each subject to maximum of 30 marks	30 Marks	30 Marks
		Minimum 2 references with Contract/ Order Value greater INR 5 Crores	5 Marks	
		Every Additional reference of 200 Databases (separate clients) for RBI/IRDAI regulated or owned entities -> 5 Marks each subject to maximum of 20 marks	20 Marks	20 Marks
		Implemented on 300 Databases for RBI/IRDAI regulated or owned entities	5 Marks	
<b>Total</b>				<b>100</b>

ii. Scoring Criteria for **Part B - Database Encryption Solution:**

SN	Evaluation Criteria	Parameter	Score	Maximum Score
1	Proof of Concept: Solution Performance	Features of the solutions (higher marks for more features)	5 Marks	30 Marks
2	Proof of Concept: Solution Implementation	Infrastructure Requirement (higher marks for minimal infrastructure)	5 Marks	
3	Proof of Concept: Integration Compatibility of Databases with Database Encryption Solution as per scope	MySQL Database	5 Marks	
		Oracle Database	5 Marks	
		SAP HANA Database	5 Marks	
4	Detailed Report and Presentation of entire PoC	Other Databases	5 Marks	
		Observations identified in the current state of the implemented database architecture of LIC	5 Marks	20 Marks
		Recommendations improving the database architecture setup across LIC	5 Marks	
		Roadmap for transition from current state to target state database architecture.	5 Marks	

SN	Evaluation Criteria	Parameter	Score	Maximum Score
		Details of activities conducted as part of Proof of Concept (PoC)	5 Marks	
5	During the last 5 years preceding to the date of this EOI, the Database Encryption Solution should have been supplied and implemented for Private Organizations in India with market capital of minimum 500 Crores or PSU/ Government/ Regulator/ Stock Exchanges/ BFSI Sector Firms in India.  (Copy of the Purchase order/ Work order/ engagement letter/ Certificate of completion of the work to be submitted	Every Additional reference of Contract/Order Value greater INR 5 Crores -> 5 Marks each subject to maximum of 30 marks	30 Marks	30 Marks
Minimum 2 references with Contract/ Order Value greater INR 5 Crores		5 Marks		
Every Additional reference of 200 Databases (separate clients) for RBI/IRDAI regulated or owned entities -> 5 Marks each subject to maximum of 20 marks		20 Marks	20 Marks	
Implemented on 300 Databases for RBI/IRDAI regulated or owned entities		5 Marks		
<b>Total</b>				<b>100</b>

- k) The bidders who score minimum 70% on the above Evaluation Criteria of Part A and/or Part B as applicable, RFP shall be issued to the OEM Authorized System Integrators (SI). If none of the bidders score 70%, then LIC at its discretion may select the top 2 solutions (OEMs) for further evaluation.
- l) LIC reserves the right to qualify or disqualify any or all EOI responses without assigning any reasons whatsoever. LIC reserves the right to issue the EOI only to the shortlisted firms participating in the EOI or to the open market as per LIC discretion.
- m) LIC will constitute an Evaluation Committee to evaluate the responses submitted by the bidders.
- n) Evaluation Committee constituted by the LIC shall evaluate the responses to the EOI and all supporting documents & documentary evidence. Inability to submit requisite supporting documents or documentary evidence, may lead to rejection of the EOI Proposal.
- o) The decision of the Evaluation Committee in the evaluation of responses to the Expression of Interest shall be final. No correspondence will be entertained outside the evaluation process of the Committee.
- p) The cost of the Proof of Concept (PoC) and all other associated activities as part of the EOI will have to be borne by the bidders.
- q) LIC will be responsible to provide all the hardware required for in-scope solutions' implementation, i.e., server/VMs and will provide RHEL OS and Database – MySQL, if required as part of the solution. All other software and hardware if any should be provided by bidder, included in BoQ. The BoQ should include, but not limited to, the following details:
- ✓ In Scope solutions Components
  - ✓ Type (VM/Physical)
  - ✓ OS/DB name other than RHEL and MySQL.

- ✓ CPU/vCPU
- ✓ RAM
- ✓ Hard Disk Size
- ✓ Software pre-requisites (.NET framework, IIS, IE, any other OS services, etc.)

## 5. Project Timelines

The scope of activities mentioned in this EOI are expected to be completed within 6 Weeks post onboarding of the bidder.

## 6. Eligibility Criteria

Only the bidders who meet all the qualification criteria mentioned are eligible to participate in the EOI.

SN	Eligibility Criteria	Documents to be Submitted
1	The bidder must be a registered legal entity in India.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.
2	The Bidder must have an annual turnover of minimum Rs. 25 Crores per annum during the last 03 (three) years preceding the date of this EOI.	Annual audited balance sheet for last three financial years
3	The bidder should be in operating-profit (EBITDA i.e., Earnings before Interest, Tax, Depreciation & Amortization) during the last 03 (three) years preceding the date of this EOI.	Audited Balance sheet, Profit/Loss statement of the firm of last three financial years.
4	The Bidder should have minimum of 3 years of experience in supplying and implementing Database Activity Monitoring (DAM) and/or Database Encryption Solution for Private Organizations in India with market capital of minimum 500 Crores or PSU/Government/Regulator/Stock Exchanges/BFSI Sector Firms in India.	Copies of the Letter of acceptance (LoA)/work order/ contract/ completion certificate confirming relevant experience.
5	<p><b>Part A -</b> The Bidder during the last 5 years preceding to the date of this EOI should have supplied and implemented the proposed Database Activity Monitoring (DAM) solution for at least 05 (five) Private Organizations in India with market capital of minimum 500 Crores or at any PSU/ Government/ Regulator/ Stock Exchanges/ BFSI Sector Firms in India.</p> <p>And/or</p> <p><b>Part B -</b> The Bidder during the last 5 years preceding to the date of this EOI should have supplied and implemented the proposed Database Encryption Solution for at least 05 (five) Private Organizations in India with market capital of minimum 500 Crores or to any PSU/ Government/ Regulator/ Stock</p>	Copies of the Letter of acceptance (LoA)/work order/ contract/ completion certificate confirming relevant experience for Part A and/or Part B.



SN	Eligibility Criteria	Documents to be Submitted
	Exchanges/ BFSI Sector Firms in India.	
6	Bidders should have support centre in India with availability of 24x7 onsite, telephonic, and remote support.	Complete address of the bidder and OEM along with contact details should be submitted on company letter head duly signed by the authorized signatory of the bidder.
7	The Bidder should not have been blacklisted by Government of India / RBI / SEBI / IRDAI.  However, such blacklisting will be null and void for the purpose of bidding in this EOI, if the bidder has obtained stay order in any court of India.	Declaration on company letter head duly signed by the authorized signatory of the bidder.

**Note:**

- The bidders should submit their responses to the eligibility criteria in the format as provided in '**Annexure C – Eligibility Criteria**'.
- Bidder must comply with the above-mentioned criteria. Non-compliance to any of the criteria may entail rejection of the bid. LIC reserves the right to verify/evaluate the claims made by the bidder independently. Any misrepresentation will entail rejection of the offer.
- Evidence to be submitted for each eligibility criteria should be part of the same response document. Proper naming and indexing should be done to avoid any ambiguity.

## 7. General Instructions

- r) The Bidder may download the EOI document from the websites mentioned below:
  - a. <https://licindia.in/web/guest/tenders>
  - b. <https://eprocure.gov.in/>.
  - c. <https://www.tenderwizard.com/LIC>
- s) The information provided in the EOI is believed to be true and reliable at the date obtained but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the EOI.
- t) The EOI provides an overview of the requirements. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, bidder must form their own conclusions about the solution, keeping in view LIC's requirements. Information contained in this EOI and corrigenda, if any, should be taken as guidelines for Bidders.
- u) LIC has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the work in order to submit viable bids. However, LIC shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this EOI or any corrigenda, nor of its being comprehensive or exhaustive. Nothing in this EOI or any corrigenda is intended to relieve bidders from forming their own opinions and conclusions in respect of the matters addressed in this EOI or any corrigenda, as applicable.
- v) Failure to furnish all information required by the EOI or submission of a bid not responsive to the EOI in every aspect will be at the Bidder's risk and may result in rejection of the Bid.
- w) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of LIC. Any notification of preferred Bidder status by LIC shall not give rise to any enforceable rights to the Bidder.

- x) This EOI supersedes and replaces any previous public documentation & communications. Bidders should place no reliance on such communications.
- y) Failure to comply with the requirements of this EOI and corrigenda, if any, may render the bid non-compliant and the bid may be rejected. Hence, bidders must:
  - a. Include all required Documents, Certificates, etc. specified.
  - b. Follow the format provided and respond to each element in order as set out
  - c. Comply with all requirements as set out.
- z) Pre-Contract Integrity Pact (IP): This EOI is issued on the condition that only those bidders who submit a signed Pre-Contract Integrity Pact with LIC, on a stamp paper of Rs. 500, would be eligible to participate in bidding.

As per CVC Circular No 015/VGL/091 dated 25.01.2022 of Standard Operating Procedure (SOP) for Adoption of Integrity Pact under clause No 2.02 provides "Integrity pact, in respect of a particular contract, shall be operative from the date of IP is signed by both the parties till the completion of contract. After award of work, the IEM shall look into any issue relating to execution of contract, if specifically raised before them."

Bidders may refer: [http://https://www.cvc.gov.in/sites/default/files/sopdt%2025.01.22\\_0.pdf](http://https://www.cvc.gov.in/sites/default/files/sopdt%2025.01.22_0.pdf)

- LIC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EOI.
- Response to this EOI by the bidder will be deemed as consent to all the terms and conditions mentioned in this EOI along with its Annexures, clarifications, if any.
- All the terms and conditions and the contents of the EOI along with the Annexures, clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful bidder, from time to time as an outcome of this process.

## 8. Issue of Corrigendum

1. LIC will endeavor to provide timely response to all queries in utmost good faith. However, LIC, at its discretion, may choose not to respond to the query which is not under purview of this EOI.
2. At any time prior to the last date for receipt of bids, LIC may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the EOI Document by issuing corrigendum.
3. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on LIC's website.
4. Any such corrigendum shall be deemed to be incorporated into this EOI.
5. In order to allow Bidders a reasonable time to take the amendments, if any, into account in preparing their Bids, LIC, at its discretion, may extend the last date for the submission of Bids.
6. Any change in the timelines as decided by LIC will be posted in LIC website. The Bidders, in their own interest are requested to check the website regularly to know the updates.

## 9. Terms and Conditions

Responding to this EOI and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this EOI along with its Annexure, clarifications, appendices, addenda, corrigenda issued.

All the terms and conditions and the contents of the EOI along with the Annexure(s), clarifications, appendices, addenda, corrigenda issued will be contractually binding and will form part of the

resulting agreement and any purchase orders to be issued to the successful bidder and any resulting contracts with the vendors from time to time as an outcome of this EOI Process

## Section C: Instructions to Bidders (ITB)

### 1. Pre-bid meeting and Clarification/ Amendment of Bid Documents

- a) The Bidder is expected to examine all instructions, statements, terms, and specifications in the EOI document as amended from time to time. LIC has made considerable effort to ensure that accurate information is provided in this EOI and the information is given solely to act as guidelines for Bidders.
- b) The bidder who meets the pre-qualification criteria and technical criteria as specified in this document will be short-listed.
- c) Interested entities are advised to study this EOI document carefully before submitting their bids in response to the EOI. Submission of a bid in response to this EOI shall be deemed to have been done after careful study and examination of this EOI with full understanding of its terms, conditions and implications.
- d) LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the EOI and may request for additional information, if required, from the bidders. LIC also reserves the right to withdraw this EOI without assigning any reason and without any liability to Bidder or any other person or party.
- e) This document should not be construed as Tender.
- f) Submission of the bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/ commented by him in his bid. The formulation of the evaluation criteria, the conduct of the evaluation of the responses to the EOI and the subsequent short listing of the successful bidder will be entirely at the discretion of LIC and its decision shall be final and no correspondence about the decision shall be entertained.
- g) Failure to furnish all information required by the bidding documents or submission of a bid not responsive to the EOI documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- h) Furthermore, during the EOI process, LIC has disclosed or will disclose in the EOI and corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this EOI or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this EOI or any addenda.
- i) If deemed necessary, LIC may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give a presentation for the purpose of clarification of the bid submitted by him.
- j) The Bidder requiring any clarification of the bidding documents should submit written/ email queries within timelines indicated in this document.
- k) At any time prior to the deadline for submission of bids, LIC may modify the bidding document by amendment.
- l) Any clarification issued by LIC will be in the form of an addendum/ corrigendum. The amendment will be binding on all bidders. LIC, at its discretion, may extend the deadline for submission of bids to allow prospective bidders reasonable time to take the amendment into account. Verbal requests for clarification will not be entertained.
- m) A pre-bid meeting will be held with bidders as given in the activity schedule.
- n) In case any bidder does not attend pre-bid meeting, it will be assumed that the bidder(s) has/ have no points in the tender document that need clarification.
- o) Any clarifications/ queries/ suggestions regarding the tender should be conveyed to LIC by the bidder only by email on or before the date mentioned in the activity schedule. LIC may accept or reject the suggestions offered by the bidder.

- p) Queries not received within the time specified may not be entertained by LIC.
- q) LIC may seek clarification/ additional information or document(s) from any bidder related to this EOI and bidder's response must reach LIC within 6 (six) working days by email/ hard copy. All such information and document(s) provided by the bidder will be taken to form part of his/her response.
- r) If any clarification/ document called by LIC is not submitted by the bidder within six (6) working days or incomplete response is received from the bidder, it may lead to rejection of his bid and no further correspondence in this matter will be entertained. However, LIC reserves the right to take a final decision in this regard.
- s) If a Bidder discovers any significant ambiguity, conflict, omission or any other deficiency in this EOI, the bidder should immediately notify the same to LIC in writing or by email before the pre-bid meeting. The queries should necessarily be submitted in the following format, strictly in an excel document:

LIC-CO/IT-SD/EOI/2023-2024/DBS dated 08 January 2024					
S. No.	EOI Section	Sub-Section	Pg No.	EOI Clause	Bidder Query

- t) For all dates/events pertaining to this EOI, bidders are requested to refer to section A3 - Activity Schedule. Bids received after the stipulated time even on the due date or incomplete in any respect are liable to be rejected.
- u) Wherever reference date is not mentioned, the date of EOI shall be taken as the reference date.

## 2. Submission of Bids

- i. Online bids are hereby invited for the works mentioned through online e-Tendering System portal <https://www.tenderwizard.com/LIC> from the intending bidders. This is an E - Tender and hence Bids must be submitted "ONLINE". Tender is to be submitted online through e-procurement portal. No hardcopy of the tender will be accepted. All documents are to be scanned and uploaded.
- ii. LIC will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason including postal delays or holidays, etc.
- iii. Bids received beyond the date and time mentioned in the activity schedule will be termed as "Late" and will not be accepted.
- iv. The bid will be treated as legally void and will be rejected if:
  - 1) Bid is not signed by the duly authorized person or
  - 2) Bid submitted is unsigned or partially unsigned
  - 3) An image of signature found pasted on pages instead of wet signature or
- v. By submitting a bid, the bidder's signatory certifies that in connection with this EOI:

- The bidder's organization or an agent of the bidder's organization has arrived at the technical offer in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition,
  - No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- vi. Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the tender document.
  - vii. Please note that prices must not be indicated in the Technical Bid, failing which the Bid may be rejected.
  - viii. The bidder should not respond to this EOI for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected.
  - ix. Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this EOI and subsequent modification(s) to this tender, if any.
  - x. The Bidders should submit their Bid along with the required documents and Certificates as stated in the Section — Eligibility Criteria or elsewhere in the EOI.
  - xi. During Bid evaluation, if any deviation is observed, LIC may call for clarifications/ confirmations and may decide to accept any deviation at its discretion and the decision of LIC in this matter will be final.
  - xii. If any compliance or clarification sought by LIC is not submitted within 6 business days of being called for, bids are liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final and binding.
  - xiii. During scrutiny of technical bid, if any technical specification/s of any item is/are changed by mutual consent to meet our requirement, all the Bidders will be informed of the same and asked to submit fresh quotation for that/those item/s if any.
  - xiv. The Bidder should submit the Bid well before the last date to avoid any inconvenience at the last moment.
  - xv. The formulation of the evaluation criteria, the conduct of the evaluation of the responses to the EOI and the subsequent selection of the successful bidder will be entirely at the discretion of LIC and its decision shall be final and no correspondence about the decision shall be entertained.
  - xvi. The bid (including all documents and Annexure submitted as a part of bid or called for by LIC) must be serially numbered, duly signed and stamped on each page of the bid document. Bid shall be signed by the duly Authorized Signatory of the bidder. The person signing the bid shall sign all pages of the bid, except for un-amended printed product literature/ technical data-sheet available in the public domain.

The Arithmetical errors will be rectified on the following basis If there is a discrepancy between words and figures, the amount in words shall prevail.

### 3. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and LIC shall be in English language. As far as numbers are concerned the same should be in Hindu-Arabic Numerals.

### 4. Modification and Withdrawal of the Bids

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

### 5. Compliant Bids / Completeness of Response

- a. The responses to this EOI must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.
- b. Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this EOI document carefully. Submission of the bid/ proposal shall be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications.
- c. Failure to comply with the requirements as set out within the EOI and failure to submit the bid as detailed in the EOI may render the bid non-compliant. In such a case, the bid may be rejected.
- d. Bid with insufficient information to permit a thorough evaluation may be rejected.
- e. LIC reserves the right to verify the validity of bid information and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f. If a bid is not responsive and not fulfilling all the terms and conditions of the EOI, it may not be considered and will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity. However, LIC reserves the right, to waive/ modify any of the requirements of the bid in the best interests of LIC.
- g. Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right to waive/modify any of the requirements of the bid in the best interests of LIC.
- h. Rejection of non-compliant bid:
  - LIC reserves the right to reject any or all bids on the basis of any deviation(s).
  - Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

### 6. Empanelment & Evaluation process

- a) LIC will evaluate the Bids submitted in response to the EOI and all supporting documents/ documentary evidence as per the requirements stated in the EOI documents and its subsequent modifications (if any).
  - i. LIC may ask for meetings with the Bidders to seek clarifications on their bids.
  - ii. Technicalities or minor irregularities in bids may be waived during evaluation if it is in LIC's best interest. The bidder may either be given an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or the deficiency waived if it is to LIC's advantage to do so.
  - iii. Evaluation of the responses to the bids and subsequent short listing of the bidder will be entirely at the discretion of LIC and will be binding on the bidders. LIC's decision shall be final and no correspondence seeking clarifications about the decision shall be entertained.

- b) Bidders who qualify the eligibility criteria will be invited to perform in-scope activities. Eligible bidders shall be notified via official communication from LIC.
- c) The performance of the in-scope activities and quality of report submitted will be evaluated by LIC's evaluation committee.
- aa) The bidders who score minimum 70% on the Evaluation Criteria, RFP shall be issued to the OEM Authorized System Integrators (SI).

## 7. Non-Disclosure Agreement (NDA)

- a) During the execution of the project, the successful bidder will have access to confidential information of LIC such as servers, applications, databases, security infrastructure, IP addresses, router configuration, network design, and architecture etc. The bidder shall use the same degree of care to maintain the confidentiality of the information as if the information is their own and shall not disclose at any point of time to any other person/ third party the information so received. Also, the bidder may:
  - i. use the information only for serving LIC's interest and restrict disclosure of information solely to their employees on a need-to-know basis to accomplish the purpose stated in this EOI,
  - ii. advise each such employee, before he or she receives access to information, of the obligation of the bidder under this agreement and require such employees to honor these obligations.
- b) Violation of NDA may lead to legal action and blacklisting.
- c) Bidder shall ensure compliance to Digital Personal Data Protection Act 2023.

## 8. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

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

## 9. Contracting

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

## 10. Contacting LIC

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



## 11. Right to terminate the Process

- a. LIC may terminate the EOI process at any time without assigning any reasons whatsoever. LIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This EOI document does not constitute an offer by LIC. The bidder's response to this EOI may/may not result into selection of bidder(s) after completion of selection process as detailed in this EOI document.
- c. LIC reserves the right to accept or reject any proposal, and to annul the EOI process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action. The decision of LIC will be final in this matter.
- d. Bid with insufficient information to permit a thorough analysis may be rejected.
- e. LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f. Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the BID, in the best interests of LIC.
- g. LIC may cancel any procurement under this EOI at any time without assigning any reasons whatsoever. The decision of LIC will be final in this matter.

## 12. Disqualifications

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

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

## 13. Confidentiality and privacy

### 1. Confidential Information not to be disclosed

Information relating to the examination, clarification, comparison and evaluation of the bids submitted shall not be disclosed to any of the responding firms or their representatives or to any other person not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its bid.

The Bidder including but not limited to its personnel, its agents and Associates is bound by the conditions of the Non-Disclosure Agreement submitted by the Bidder in response to the EOI as per Annexure I.

During the execution of the project, the successful bidder will have access to confidential information of LIC such as servers, applications, network design, and architecture etc. The bidder shall use the same degree of care to maintain the confidentiality of the information as if the information is their own and shall not disclose at any point of time to any other person/third party the information so received. The bidder will:

**a)** Use the information only for serving LIC's interest and restrict disclosure of information solely to their employees on a need to know basis in order to accomplish the purpose stated in this EOI.

**b)** Advise each such employee, before he or she receives access to information, of the obligation of the bidder under this agreement and require such employee to honour these obligations.

The Bidder will treat as confidential all data and information about LIC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of LIC.

Violation of NDA will lead to will lead to legal action and blacklisting.

## **2. Exceptions to obligations**

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

**i.** is disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract;

**ii.** is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;

**iii.** is disclosed by LIC;

**iv.** is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/Assembly;

**v.** is shared by LIC within LIC's organization, or with another Agency, where this serves legitimate interests;

**vi.** is authorized or required by law, including under the contract, to be disclosed;

**vii.** is in the public domain otherwise than due to a breach of this clause;

**viii.** Is lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential; or

**ix.** Is independently developed by the Recipient without use or reference to such Confidential Information.

## **3. Obligations on disclosure**

Where a party discloses Confidential Information to another person:

**i.** Pursuant to clauses i, ii or v of Clause 2 above, the disclosing party must notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential;

**ii.** Pursuant to clauses iii and iv of Clause 2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

## **4. Additional confidential information**

i. The parties may agree in writing after the date of the contract that certain additional information is to constitute Confidential Information for the purposes of the contract.

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

#### **5. Period of confidentiality**

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

i. Any item of information, for the contract period and one year thereafter; and

ii. In relation to any information which the parties agree in writing after the date of the contract is to constitute Confidential Information for the purposes of the contract, for the period agreed by the parties in writing in respect of that information.

#### **14. Patent Rights and other litigation costs:**

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

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

#### **15. Land Border Clause**

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

#### **16. User Validation (UV) by Stakeholders**

- a) Vendor has to carry out each activity in the presence of LIC officials (users) of the concerned project/ department (unless otherwise indicated). The users will validate the activities carried out by the vendor and raise any concern within 6 working days of submission of the reports failing which it shall be assumed that the user has validated the report.

- b) In case of any discrepancy in services/ software supplied, the vendor should remediate it at its own cost and risk and demonstrate its proper functioning.

## **17. Costs to be borne by Respondents**

All costs and expenses incurred by bidders in any way associated with the development, preparation and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations/ presentations, etc. and providing any additional information required by LIC will be borne entirely and exclusively by the bidder.

## **18. No Legal Relationship**

No binding legal relationship will exist between any of the bidders and LIC until the issues of Purchase Order/ execution of a contractual agreement.

## **19. Limitation of Liability**

Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent, IPR, trademark, copy right or industrial design arising from use of the goods and services, software package or any other part thereof supplied by the vendor pursuant to Conditions of Contract Clause, the vendor shall not be liable to LIC, whether in contract, to or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to LIC; and the aggregate liability of the bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total value of purchase order(s) issued to the bidder provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **20. Force Majeure**

- a) The vendor shall be liable for any delay in execution or failure of their respective obligations under this agreement except for delay caused by occurrence of events beyond control of the vendor, including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, hostility, acts of public enemy, wars, riots, strikes, sabotage, order/action, or regulations of government, local or other public authorities.
- b) If a Force Majeure situation arises, the vendor shall promptly notify LIC in writing of such conditions and the cause thereof within 7 calendar days of such event and prove that such a situation is beyond their control and will affect the implementation of the agreement.
- c) Unless otherwise directed by LIC in writing, the vendor 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.

Notwithstanding the above, the decision of LIC shall be final and binding on the Vendor.

## **21. Settlement of Disputes/Arbitration**

The vendor and LIC shall endeavor their best to amicably settle all disputes arising out of or in connection with this EOI in the following manner:

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

Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall void.

A party claiming a dispute has arisen, must give the other parties to the dispute notice setting out details of the dispute. If the parties cannot resolve the dispute within 30 days after the notice is given then, the parties agree that any dispute or differences under or in connection with agreement or any breach thereof which cannot be settled by mutual negotiation between the parties shall be finally settled by Arbitration conducted in accordance with Arbitration and Conciliation Act, 1996 or any modification, Rules or enactments thereof.

- a) In the event of any dispute or disagreement over the interpretation of any of the terms herein above contained or claim of liability the same will be referred in writing to an arbitrator appointed mutually, whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitration and Conciliations Act 1996. The venue of arbitration shall be Mumbai. Subject here to the court in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.
- b) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- c) The vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the EOI notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- d) The work under contract shall continue during the Arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- e) No interest will accrue on any amount during the Arbitration proceedings

## 22. Indemnifying LIC

A. The vendor shall indemnify LIC:

- a) Against all actions, proceedings, claims, demands, costs and expenses which may be made against LIC by a third party arising out of the sale of vendor's services to LIC.
- b) Against all third-party claims of infringement of patent, copyright, trademark etc. arising from use of the goods and services, software package or any other part thereof supplied by the vendor provided that this indemnity shall not apply to in the following cases:
  - i) the modification of the Vendor 's deliverables provided hereunder by any person other than the Vendor or its personnel
  - ii) LIC's failure to use of any modification to the Vendor 's deliverables made available by Vendor where use of such modification would have avoided the infringement.

- iii) Information, materials instructions, or specifications that are themselves infringing which are provided by or on behalf of LIC or which LIC requests or requires Vendor to use.
  - iv) the use of the Vendor 's deliverables in a manner not agreed to.
  - c) Against all demands or responsibilities arising from accidents or loss of life as a result of vendor's negligence.
- B. If the vendor fails to indemnify LIC against the above events and if LIC is required to pay compensation to a third party resulting from such events, the vendor shall be responsible for the compensation including all expenses (court costs, lawyer fees etc.). LIC will give notice to the vendor of such a claim.

## 23. Fraud and Corrupt Practices

The vendor shall be bound by all applicable anti-bribery and competition laws and the contract may be terminated by LIC, if the vendor is convicted by an Indian court of competent jurisdiction under the applicable anti-bribery and competition laws.

The vendor and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics at all times. Notwithstanding anything to the contrary contained in this EOI, LIC shall reject a Bid without being liable in any manner whatsoever to the Vendor, if it determines that the Vendor has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable / restrictive practice (collectively the "Prohibited Practices") at any time.

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

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

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

- b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by LIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a conflict of Interest; and
- e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 24. Applicable Law

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

## 25. Ambiguities within the Document

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

- a) Apart from the clauses where specifically mentioned all other terms and conditions of the EOI are applicable.
- b) as between two Clauses of this EOI, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- c) as between the provisions of this EOI and its Annexures, the EOI shall prevail, save and except as expressly provided otherwise in the EOI or the Annexures; and
- d) As between any value written in numerals and that in words, the value in words shall prevail.

## 26. Notices and other communications

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

## 27. Service of notices

A Notice must be:

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

LIC's Address for notices:  
The Executive Director (IT/SD),  
LIC of India, Central Office,  
2<sup>nd</sup> Floor, Jeevan Seva Annexe Building,  
Santacruz (West), S. V. Road, Mumbai – 400054

### **Effective on receipt**

A Notice given in accordance with the contract takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

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

## **28. Rights reserved by LIC**

LIC reserves absolute and unconditional right to:

- a) Accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.
- b) Seek clarifications and/or additional documents from bidders, issue clarifications to queries by bidders and/or modify the EOI in part or full, without assigning any reasons whatsoever prior to finalization of the EOI.
- c) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC will reserve the right to debar the Bidder from participating in future EOI's floated during the empanelment period and / or servicing of hardware for a period to be decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.
- d) Verify the validity of bid information waive any of the requirements of the EOI, if, in the sole discretion of LIC, the best interests of LIC would be served. However, this will be done before opening of the commercial bid(s).
- e) Cancel the EOI process at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s). Reasons for cancellation will be determined by LIC at its sole discretion. In such a case, the bid price will be refunded to the bidders without any deduction and without any interest.
- f) Recover any dues payable by the selected Vendor from any amount outstanding to the credit of the selected Vendor, including the pending bills and/or invoking PBG, if any, under this contract.
- g) Ascertain the effectiveness and efficiency of the resources deployed for this project through interview, performance review etc. and insist for proper substitute.
- h) To debar the bidder from bidding and take any other action as may be deemed necessary prospectively for a period to be decided by LIC if it is found at any future point of time that the bidder had made a statement which is factually incorrect,
- i) Procure any equipment's/components/services outside this tender.
- j) Decide all unforeseen issues on the merits of each case
- k) LIC may terminate the agreement if it determines at any time that Vendors or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the



selection process or the execution of that agreement, without the concerned Vendors having taken timely and appropriate action satisfactory to the LIC to remedy the situation.

The decision of LIC in all matters will be final and binding on all bidders participating in this bid.

## 29. Right to Verification

LIC reserves the right to verify any or all the statements made by the Bidder in the tender document and to inspect the Bidder's facility related to scope of work, if necessary, to establish to its satisfaction the Bidder's capacity/ capabilities to perform the job.

## 30. Bid Rejection Criteria

Bids may be rejected under following circumstances:

- a) Bids received by LIC at its designated venue for bid submission after the last date and time of receipt of bids.
- b) Bids submitted anywhere other than the place for bid submission mentioned in the EOI.
- c) Bids not conforming to the requirements, terms and conditions mentioned in this EOI document.
- d) If the bid is incomplete or is evasive or contains incorrect/ inaccurate/ misleading information to permit a thorough analysis in LIC's estimation.
- e) If the bid is not properly/ duly signed/initialed by the authorized person
- f) If there is any effort by a Bidder for revelations of prices in any form or by any reason before opening of commercial bids or canvassing/ lobbying or to influence LIC in its decisions on bid evaluation, bid comparison, short listing or contract award decisions etc.
- g) Bids with material deviations or conditions unacceptable to LIC
- h) Bids from bidders not responding to queries or documents sought by LIC within stipulated time
- i) For other reasons mentioned in this EOI

The decision of LIC in all matters will be final and binding on all bidders participating in this bid.

## 31. Terms of Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned or otherwise transferred, in whole or in part, by the selected Vendor without advance written consent of LIC and any such sale, lease, assignment or transfer otherwise made by the selected Vendor shall be void and of no effect whatsoever.

## 32. Minimum Wages

The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. In this effect, the bidder has to submit the undertaking on their company letterhead signed by an authorized signatory.

The successful bidder will ensure strict compliance of all labor laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and LIC will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between LIC and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with LIC. In the event of any demand/fines/penalty made by any of the authorities on LIC in respect of the conduct/actions taken by the bidder/their employees/laborer's, LIC will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

### **33. Communications**

Any communication given by one party to the other pursuant to the Contract shall contain the EOI reference and should be sent to other party in writing or by email and confirmed in writing to the other Party's address. For all written communication related to this EOI, the following shall be the address of LIC:

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

### **34. Publicity**

Any publicity by the vendor in which the name of LIC is to be used should be done only with the prior and explicit written permission of LIC.

### **35. Consortiums or sub-contractor**

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

### **36. Conflict of interest**

- I. The Vendor will warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the contract no conflict of interest exists or is likely to arise in the performance of its obligations under the contract.
- II. A Vendor shall not have a conflict of interest that may affect the Services. Bidder shall not have a conflict of interest that may affect the evaluation process. Any bidder found to have a conflict of Interest shall be disqualified.
- III. LIC requires that the Vendor provides professional, objective, and impartial services and at all times hold LIC"s interests" paramount, avoids conflicts with other assignments or its own interests, and acts without any consideration for future work. The Vendor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to LIC, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC.

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

Notification of a conflict of interest:

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

### 37. Guidelines for Micro & Small Enterprises [MSEs]:

- I. Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines.
- II. MSEs should provide proof of their being registered as MSE for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
  - a) District Industries Centres or
  - b) Khadi Village Industries Commission or
  - c) Khadi & Village Industries Board or
  - d) Coir Board or National Small Industries Corporation or
  - e) Directorate of Handicrafts & Handloom or
  - f) Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
  - g) Udyam Registration Certificate
- III. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with LIC of India.
- IV. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- V. The details are available on web site [dcmsme.gov.in](http://dcmsme.gov.in). Interested vendors are requested to go through the same for details.

## Section D: Enclosures

### Annexure A: Covering Letter

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

Date

Dear Sir/Madam,

**Sub: 'Life Insurance Corporation of India – Invitation for Expression of Interest (EOI) For Database Security Tools'**

**Ref: LIC-CO/IT-SD/EOI/2023-2024/DBS dated 08 January 2024**

We have carefully examined the EOI floated by LIC, terms and conditions and subsequent modifications including all annexures, the receipt of which is hereby duly acknowledged. We offer to submit our bid as per the terms and conditions spelt out in the EOI. While submitting this bid, we certify that:

- We have not induced or attempted to induce any other bidder to submit or not to submit a bid for restricting competition.
- We are submitting the bid after fully agreeing to all the terms and conditions of EOI and its clarifications/ modifications till the validity of the contract period (including its extension, if any).
- If our offer is accepted, we undertake to deliver the solution as per terms and conditions in this EOI.
- If our Bid for this EOI/tender is accepted, we undertake to enter into and execute at our cost, when called upon by LIC to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- We have the eligible digital certificate to participate in the Online Reverse Auction conducted by LIC's authorized service partner and shall submit our commercial bid. We shall also abide by the LIC's Business Rules prescribed for Online Reverse Auction.
- The information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, LIC will have the right to disqualify us.

We undertake that in competing for and if the award is made to us, in executing the Contract, we will strictly observe the laws against fraud and corruption in force in India namely 'Prevention of Corruption Act 1988'.

We understand that LIC may reject any or all of the offers without assigning any reason whatsoever.

We undertake to comply with the provisions of IT Act 2000 as modified/amended from time to time as well as guidelines issued by RBI/GOI/IRDAI and any other Govt. Regulator as applicable to us. This offer, together with the LIC's written acceptance thereof and LIC's notification of award would constitute a binding contract between us till the signing of contract, if applicable.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

Thanking you,

Authorized Signatory of the bidder

Name:

Designation:

Date:

Place:

Seal of the company

### Annexure B: Bidder's Profile

S No	Details	Bidder Response	
1	<b>Company Background</b>		
	Name of the Firm/ Company		
	Year of Incorporation if India		
	Type of the Company [Govt/PSU/Pub.Ltd/Pvt Ltd/ JV/LLP etc.]		
2	<b>Address</b>		
	Corporate Office (HQ)		
	Local Office in Mumbai		
	GST registration number and date of registration		
	PAN card number		
3	<b>Authorized Contact person</b>		
	a) Name and Designation		
	b) Telephone number/ Mobile No.		
	c) E-mail ID		
4	<b>Financial Parameters</b>		
	Business Results (last three years)	Annual Turnover (Rs. In Crores)	EBITDA (Rs. In Crores)
	2022-23		
	2021-22		
	2020-21		
(Only company figures need to be mentioned. Not to include group/ subsidiary company figures)	(Mention the above amount in INR only)		

Note: Enclose copies of Audited Balance Sheet along with enclosures.

Authorized Signatory of the bidder

Name:

Designation:

Date:

Place:

Seal of the company

### Annexure C: Eligibility Criteria

SN	Eligibility Criteria	Documents to be Submitted
1	The bidder must be a registered legal entity in India.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.
2	The Bidder must have an annual turnover of minimum Rs. 25 Crores per annum during the last 03 (three) years preceding the date of this EOI.	Annual audited balance sheet for last three financial years
3	The bidder should be in operating-profit (EBITDA i.e., Earnings before Interest, Tax, Depreciation & Amortization) during the last 03 (three) years preceding the date of this EOI.	Audited Balance sheet, Profit/Loss statement of the firm of last three financial years.
4	The Bidder should have minimum of 3 years of experience in supplying and implementing Database Activity Monitoring (DAM) and/or Database Encryption Solution for Private Organizations in India with market capital of minimum 500 Crores or PSU/Government/Regulator/Stock Exchanges/BFSI Sector Firms in India.	Copies of the Letter of acceptance (LoA)/work order/ contract/ completion certificate confirming relevant experience.
5	<p><b>Part A -</b> The Bidder during the last 5 years preceding to the date of this EOI should have supplied and implemented the proposed Database Activity Monitoring (DAM) solution for at least 05 (five) Private Organizations in India with market capital of minimum 500 Crores or at any PSU/ Government/ Regulator/ Stock Exchanges/ BFSI Sector Firms in India.</p> <p>And/or</p> <p><b>Part B -</b> The Bidder during the last 5 years preceding to the date of this EOI should have supplied and implemented the proposed Database Encryption Solution for at least 05 (five) Private Organizations in India with market capital of minimum 500 Crores or to any PSU/ Government/ Regulator/ Stock Exchanges/ BFSI Sector Firms in India.</p>	Copies of the Letter of acceptance (LoA)/work order/ contract/ completion certificate confirming relevant experience for Part A and/or Part B.
6	Bidders should have support centre in India with availability of 24x7 onsite, telephonic, and remote support.	Complete address of the bidder and OEM along with contact details should be submitted on company letter head duly signed by the authorized signatory of the bidder.
7	<p>The Bidder should not have been blacklisted by Government of India / RBI / SEBI / IRDAI.</p> <p>However, such blacklisting will be null and void for the purpose of bidding in this EOI, if the bidder has obtained stay order in any court of India.</p>	Declaration on company letter head duly signed by the authorized signatory of the bidder.

**Note:**

- Bidder must comply with the above-mentioned criteria. Non-compliance to any of the criteria may entail rejection of the bid. LIC reserves the right to verify/evaluate the claims made by the bidder independently. Any misrepresentation will entail rejection of the offer.
- Evidence to be submitted for each eligibility criteria should be part of the same response document. Proper naming and indexing should be done to avoid any ambiguity.

Authorized Signatory of the bidder

Name:

Designation:

Date:

Place:

Seal of the company



## Annexure D: Land Border Declaration

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

Dear Sir,

Re: LIC - Invitation for Expression of Interest (EOI) For Database Security Tools  
EOI Ref: LIC-CO/IT-SD/EOI/2023-2024/DBS dated 08 January 2024

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

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

Dated at this day \_\_\_\_ of 202\_\_.

Authorized Signatory

## Annexure E: Details of Bid Processing fee

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

Name of Bank: Union Bank of India

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

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

Bank Account Number: 510101006085031

IFSC Code: UBIN0902217

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

**Bidders shall submit a self-declaration with details of the remittance of Bid Processing fee with UTR transaction number, date of transaction through online/NEFT mode.**

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

## Annexure F: Integrity Pact

'Life Insurance Corporation of India – Invitation for Expression of Interest (EOI) For Database Security Tools'

LIC-CO/IT-SD/EOI/2023-2024/DBS dated 08 January 2024

Please refer to enclosed PDF Document: **"Annexure H - Integrity Pact.pdf"**

**(To be executed in a Rs. 500 or more stamp Paper by the bidder and each page to be signed by the authorized signatory.)**

## Annexure G: Non-Disclosure Agreement (NDA)

**(no deviations in wordings permitted)**  
**(To be executed in a Rs. 500 or more stamp Paper)**

This Non-disclosure Agreement ("NDA") is made and entered into this \_\_ day of \_\_\_\_\_ in the year Two Thousand and twenty-\_\_\_\_ (202\_\_)

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 (Act31 of 1956 with registered office at Central Office, "Yogakshema", J B Marg, Mumbai 400 021, hereinafter referred to as "LIC"

AND

<Company Name> a company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business at < Company Name & Address> shall be referred to herein as a "Respondent".

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

WHEREAS, the Respondent is aware that while responding to LIC's Request For Invitation for Expression of Interest (EOI) For Database Security Tools LIC-CO/IT-SD/EOI/2023-2024/DBS dated 08 January 2024 and during engagement with LIC's 'Selection of Project Management Consultant for end-to-end management of IT related projects for Life Insurance Corporation of India' project, 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 EOI, 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 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 engagement; restrict disclosure of such Confidential Information to its employees and employees of its affiliated companies with a need to know and inform such employees of the obligations assumed herein. Respondent will not disclose such Confidential Information to any third party without the prior written approval of LIC.

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants' reports, trade secrets, pro-forma and other financial and trade/commercial information, computer models and programs, contracts, 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 the LIC 'Selection of Project Management Consultant for end-to-end management of IT related projects for Life Insurance Corporation of India' in the form of project documents, discussions on system architecture, data shared etc. 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 the LIC 'Selection of Project Management Consultant for end-to-end management of IT related projects for Life Insurance Corporation of India' project engagement.

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

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

Without the written consent of LIC the Respondent or any of his employees/partners should not make public announcements/comments on any website/or issue any media statements about the LIC, EOI or EOI process, the existence of this engagement and its scope.

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

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

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

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

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

- Information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder.
- Information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party.

- Information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information.
- Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of LIC.

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

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

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

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

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

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

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

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

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

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

The Respondent agree that during the existence of the term of this NDA and for a period of three year thereafter, the respondent shall not solicit directly or indirectly the employees of LIC working in all wings of Central Office Information Technology department.

Respondent agree that all of its obligations undertaken herein as the Respondent shall survive and continue for the period of the existence of this NDA or a period of one year, beyond the Contract period regardless of any prior termination of this NDA.

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

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

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

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

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

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

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

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

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

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

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

Authorized Signatory

Name:

Designation:

Office Seal:

Place: