

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



CO-ERM-IT-CSD/2025-2026/IRR dated 9<sup>th</sup> January, 2026

***Selection of Service Provider for  
Incident Response Retainership***

**Date of Release of RFP: 9<sup>th</sup> January, 2026**

**Last date and time for submission of bids: 6<sup>th</sup> February, 2026, latest by 04:00 PM**

**Bid opening date and time: 6<sup>th</sup> February, 2026, latest by 04:15 PM**

**Address: Life Insurance Corporation of India, Central Office, 2<sup>nd</sup> Floor, ERM-IT-Cyber Security Department, Jeevan Seva Building, S.V. Road, Santacruz West, Mumbai – 400054**

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## 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>	The person or the firm or company participating in this tender.
<b>RFP</b>	This Request for Proposal Ref: CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026 inclusive of any clarifications/corrigenda/addenda to this RFP that may be issued by LIC.
<b>Bid</b>	The Bidder's written submissions in response to the RFP 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 RFP. The "Agreement" includes the RFP all addenda/corrigenda issued by LIC, subsequent mutually agreed modifications to the RFP, response of the selected vendor to the RFP and the contract document itself.
<b>Authorized Signatory</b>	The person authorized by the company's Board/ Managing Director/ Director 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 RFP.
<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
<b>Day</b>	Calendar Day
<b>Clarifications</b>	Means Addenda, corrigenda, and clarifications to the RFP
<b>Total Contract Price/Project Cost/TCO</b>	Total Contract Price/Project Cost/TCO means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
<b>Contract Value</b>	<b>The value of lowest (L1) commercial bid made by the successful vendor during online reverse auction and/or price negotiation if applicable.</b>
<b>Successful Bidder</b>	The successful Bidder/s to whom LIC notifies the award of contract as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as highest scorer post evaluation of eligibility bid, technical bid and commercial bid (price to be discovered in reverse auction) as the Successful Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by LIC.
<b>Vendor</b>	Means the successful Bidder/s with whom LIC signs the contract for rendering of services required in the RFP.
<b>Specifications</b>	Means all the functional, technical, operational, performance or other characteristics required of a Product or Service found in this RFP or any of the annexure or addendum to the RFP.
<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>Price Discovery</b>	Price will be discovered through Commercial Bid and/or through Online Reverse Auction

	<ol style="list-style-type: none"> <li>1. If Online Reverse Auction is held as per the conditions of the RFP – Lowest price discovered through Online Reverse Auction</li> <li>2. If Online Reverse Auction is not held as per the conditions of the RFP - Lowest price discovered through Commercial Bid</li> </ol>
<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 RFP within the timelines as mentioned in the RFP. 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 RFP.
<b>Terms of Reference</b>	Means the section which explains the objectives, scope of work, activities, and 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 regarding successful completion of work 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 RFP and assigned to perform the services and any part thereof within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan in response to this RFP.
<b>Net Worth</b>	Means ‘net worth’ definition as per Companies Act 2013 which means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

## 2. Abbreviations

SN	Terms/ Abbreviations	Meaning/ Interpretation
1.	AMC	Annual Maintenance Contract
2.	Authorized Signatory (of the bidder)	The person(s) authorized by the bidders' company's Board/ Director/ Managing Director for signing bid documents and contracts on behalf of the company for this tender
3.	ATC	Agents' Training Centre (branch Office)
4.	BCP	Business Continuity Planning
5.	BFSI	Banking, Financial Services and Insurance
6.	Bidder	The person or the firm or company participating in this tender.
7.	BO	Branch Office of LIC
8.	BOM	Bill of Materials
9.	CCNA	CISCO Certified Network Associate
10.	CEH	Certified Ethical Hacker
11.	CERT-In	Indian Computer Emergency Response Team

<b>SN</b>	<b>Terms/ Abbreviations</b>	<b>Meaning/ Interpretation</b>
12.	CGST	Central Goods & Services Tax
13.	CIS	Centre for Internet Security
14.	CISA	Certified Information Security Auditor
15.	CISM	Certified Information Security Manager
16.	CISO	Chief Information Security Officer
17.	CISSP	Certified Information Systems Security Professional
18.	CO	Central Office of LIC
19.	COBIT	Control Objectives for Information & Technology
20.	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.
21.	Contract Value	The contract value will be calculated based upon H1 quote.
22.	CS	Cyber Security
23.	CSITE	Cyber Security and Information Technology Examination
24.	CSR	Comprehensive security review
25.	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).
26.	DO	Divisional Office of LIC
27.	DR	Disaster Recovery
28.	DRP	Disaster Recovery Plan
29.	DTC	Divisional Training Centre
30.	EMD	Earnest Money Deposit
31.	GCFA	GIAC Certified Forensic Analyst
32.	GCFE	GIAC Certified Forensic Examiner
33.	GCIH	GIAC Incident Handler
34.	GOI	Government of India
35.	GST	Goods & Services Tax
36.	ICS	Information and Cyber Security
37.	ICT	Information & Communications Technology
38.	IEM	Independent External Monitor
39.	IFSC	Indian Financial System Code
40.	IGST	Integrated Goods & Services Tax
41.	IoT	Internet of Things
42.	IP	Integrity Pact
43.	IR	Incident Response
44.	IRR	Incident Response Retainership
45.	IRRA	Incident Response Readiness Assessment
46.	IRDAI	Insurance Regulatory and Development Authority of India
47.	IS	Information Security
48.	JV	Joint Venture
49.	KPI	Key Performance Indicator
50.	KYE	Know Your Employee
51.	LLP	Limited Liability Partnership
52.	MDC	Management Development Centre

SN	Terms/ Abbreviations	Meaning/ Interpretation
53.	MeitY	Ministry of Electronics and Information Technology
54.	MO	Mini Office of LIC
55.	MSME	Micro, Small & Medium Enterprises
56.	NC	Non-Conformities
57.	NDA	Non-Disclosure Agreement
58.	NIST	National Institute of Standards & Technology
59.	NIT	Notice Inviting Tenders
60.	NSIC	National Small Industries Corporation
61.	NSIC	National Small Industries Corporation
62.	OEM	Original Equipment Manufacturer
63.	OSCP	Offensive Security Certified Professional
64.	OWASP	Open Web Application Security Project
65.	P&L	Profit & Loss Statement
66.	PBG	Performance Bank Guarantee
67.	PCI-DSS	Payment Card Industry - Data Security Standard
68.	PO	Purchase Order
69.	PSU	Public Sector Undertaking
70.	PT	Penetration Testing
71.	RA	Risk Analysis
72.	RACI matrix	Responsible, Accountable, Consulted, Informed matrix
73.	SI	System integrator
74.	SLA	Service Level Agreement
75.	SO	Satellite Office of LIC
76.	SOP	Standard operating Procedure
77.	SSDLC	Secure Software Development Life Cycle
78.	STC	Sales Training Centre
79.	Supplier	Successful vendor who has accepted purchase order.
80.	TOC	Tender opening committee
81.	VA	Vulnerability Assessment
75.	Vendor	Successful bidder
76.	ZO	Zonal Office of LIC
77.	ZTC	Zonal Training Center

## 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 RFP 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.

- The information contained in this RFP 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 RFP.
- This RFP is not an offer by LIC, but an invitation to receive responses from the eligible Bidders.

- c. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP 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 RFP 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 RFP.
- 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this RFP.
- 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 RFP.
- f. The Bidder is expected to examine all instructions, forms, terms, and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- g. The issue of this RFP 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 RFP is subject to update, expansion, revision, and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

### 3. Activity Schedule

Sr. No.	Event/Activity	Details
1	RFP Ref. with date	CO-ERM-IT-CSD/2025-2026/IRR dated 9 <sup>th</sup> January, 2026
2	RFP Release date	9 <sup>th</sup> January, 2026
4	Submission of pre-bid queries and participant's detail for pre-bid meeting	15 <sup>th</sup> January, 2026 latest by 04:00 P.M. All queries related to this RFP to be sent on <a href="mailto:itsecuritybid@licindia.com">itsecuritybid@licindia.com</a>
5	Pre-bid meeting – (maximum 2 representatives from each eligible bidder)	16 <sup>th</sup> January, 2026 11:00AM at below mentioned address
6	Address of Communication	The Executive Director (ERM) & CRO, Central Office, Cyber Security Department, 2nd Floor, Jeevan Seva Building, S.V. Road, Santacruz (West), Mumbai - 400 054
7	Address of Communication/ Venue of pre-bid meeting/opening of bids	Central Office, Cyber Security Department, 2nd Floor, Jeevan Seva Building, SSS Division, S.V. Road, Santacruz (West), Mumbai - 400 054
8	Earnest Money deposit (EMD)	INR 15,00,000 (Rupees Fifteen Lakhs Only)  EMD exemption will be given for Micro and Small Enterprises as defined in MSME Procurement Policy issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. No exemption would be available for Medium Enterprises. Bidders should submit relevant MSME/NSIC certificate in the envelope as mentioned in this RFP document.
9	Mode of submission	Online ( <a href="http://www.tenderwizard.com/LIC">www.tenderwizard.com/LIC</a> )
10	Last date & time for submission of bids	6 <sup>th</sup> February, 2026, latest by 04:00 PM
11	Bid opening date & time (Eligibility & Technical)	6 <sup>th</sup> February, 2026, latest by 04:15 PM
12	Commercial bid opening date, time & venue	Will be intimated to the technically qualified bidders later.
13	Contact Details	<b>Mr. Mukul Jha, CISO</b> 022-61875602
14	Email Id for Communication with name of RFP and its reference no.	itsecuritybid@licindia.com
14	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 RFP 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 RFP.
- 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 Request for Proposal

### 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. Bid Document Availability

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

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

Scanned copies of signed documents must be submitted online through tenderwizard.com/LIC, following the specified format available on the same platform. Bidders are requested to visit the online tenderwizard.com/LIC platform for submission of bids well in advance to avoid last minute technical issues/failures.

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 RFP 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 hours 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 40 hours per week.

### 4. Scope of RFP

The scopes of services as part of this RFP are given in Appendix-D4 under Annexure-D in this RFP.

### 5. Objective of RFP

The objective of an Incident Response Retainership (IRR) is to ensure that an organization has rapid, expert support available to respond to cyber security incidents effectively and minimize damage. It is a pre-arranged agreement with a third-party incident response provider to deliver priority services in the event of a breach or Cyber-Attack.

Life Insurance Corporation of India proposes to onboard an experienced Selection of Service Provider for conducting Incident Response Retainership (IRR) of all systems, applications etc. This will cover incident response in security operations center, forensic investigation etc.

Installation of all tools and technologies etc. will be the responsibility of successful bidder. LIC will provide licenses for Red Hat Enterprise Linux (RHEL) and the MySQL database.

Bidder is required to factor/provide Hardware/Software Infrastructure along with applicable licenses under this project and the same will be deployed by the bidder on premise for Incident Response Retainership. Further, the hardware and software infrastructure should be removed by the Bidder from LIC's environment upon completion of the assessment and submission of all the deliverables as per LIC's requirement. All required licenses (other than RHEL and Mysql) will be the responsibility of the bidder to provide as part of this RFP.

Bidder should provide experienced staff with relevant certifications as mentioned in the technical specifications for IRR Activity as per the terms and conditions of RFP and approved by LIC before initiation of activity.

The technology for IRR must be deployed on premise by the bidder at centralized location. The bidder must ensure at all times that there is no adverse impact on business or infrastructure of LIC due to the IRR related activities.

As part of this RFP, LIC intends to conduct an Incident Response Retainership services to be assessed from security angle including but not limited to static malware signatures, Indicators of compromise, behavioral analysis and threat intelligence. The activity should assess and report the following core security issues:

- i. Existing vulnerabilities and presence of malware in servers, databases, endpoint and appliances e.g. network devices, load balancers, firewall, web application firewall and critical applications etc.
- ii. Malware and persistence mechanisms
- iii. Command and Control activities
- iv. User account anomalies
- v. Data exfiltration and sabotage

Locations covered under this scope:

- i. All assets connected to internet and interdependent assets/applications present in Central office or other locations and
- ii. Critical assets in LIC's 8 data center

Bidder is required to factor/provide Hardware/Software Infrastructure along with applicable licenses under this project and the same will be deployed on premise. Further, the hardware and software infrastructure should be removed by the Bidder from LIC's environment upon completion of the assessment and submission of all the deliverables as per LIC's requirement.

Assessment should detect all suspicious threat vectors on the systems / devices including but not limited to malwares, virus, Call back connections, Indicators of Compromise.

Note: The activity should cover all the systems / devices connected in 8 data centres including but not limited to desktops, servers, network devices (like router, switch, etc.).

## 6. Submission of Reports

### Common Deliverables

- a. Clarifications
- b. Discussions
- c. References / Rationale for recommendations

### Reports would be in –

- d. Soft outputs which are importable into a database, spreadsheet, or GRC platform e.g. XML files, CSV files etc.
- e. Tracking sheet
- f. PowerPoint presentation for Top management
- g. Vulnerabilities identified
- h. Ease of exploitation of vulnerability
- i. CVE, CWE, CPE, CVSS scores, as applicable
- j. Vulnerability ratings
- k. Threat Profile
- l. Bench marking with BFSI organizations
  
- a. Existing vulnerabilities and presence of malware in servers, endpoint and network.
- b. Malware and persistence mechanisms

- c. Command and Control activities
- d. User account anomalies
- e. Data exfiltration and sabotage
- f. Detailed documentation of tools used and methodology employed
- g. System-wise/Device-wise exhaustive report of findings along with status
- h. IOCs / backdoor/ malicious software detected
- i. Detailed documentation of tools used and methodology employed
- j. System-wise/Device-wise exhaustive report of findings along with status. The report should describe all the issues in systems along with remedial actions to resolve the issues. The report should contain the elements including but not limited to the following:
  - i. Hostname
  - ii. IP Address
  - iii. MAC Address
  - iv. Office Location
  - v. List of checks done
  - vi. List of security issues identified
  - vii. Description of security issues
  - viii. Risk rating or severity
  - ix. Category of Risk: Critical / High / Medium / Low
  - x. Methodology/Test cases used in assessment
  - xi. Illustration of the test cases
  - xii. Applicable screenshots
  - xiii. Analysis of vulnerabilities and issues of concern
  - xiv. Likely impact on business
  - xv. Recommendations for corrective action
- k. IOCs / backdoor/ malicious software detected
- l. Summary report of IRR of systems / devices as per LIC's migration plan along with certification clearly stating systems / devices which are clean and systems which are not clean and to be remediated before moving into LIC network.
- m. Executive summary

## 7. Standards and Regulatory Frameworks

The details of applicable regulatory frameworks are given below:

- a. NIST Cyber security Framework
- b. ISO 27001:2013
- c. COBIT 2019
- d. IRDAI Cyber security Guidelines
- e. NCIIPC guidelines (Gazette notification of Critical Information Infrastructure related to LIC)
- f. IT Act
- g. DPDP Act, 2023

## 8. Remediation Check

- a. Once the report is shared with LIC, the vendor is required to confirm that remedial steps are implemented.
- b. Reports as mentioned in "Submission of Reports" section above to be submitted to LIC.

## 9. Eligibility Criteria

Documentary evidence (Documents signed by authorized signatory to be submitted in hardcopy format and scanned copies are required to be uploaded) must be furnished against each of the criteria along with an index. All documents must be signed by the authorized signatory of the Bidder.

All documents to be uploaded in online module must be prefixed with the name of RFP, name of the bidder, Appendix name, name of the document etc. e.g. IRR\_XXXX\_Appendix D1\_Registered Legal Entity where

IRR stands for Incident Response Retainership

XXXX stands for Bidder's name

Appendix D1 stands for name of the Appendix

Registered Legal Entity stands for name of the document

### Incident Response Retainership Services (IRR)

SN	Eligibility Criteria	Documents to be Submitted
1.	The Bidder should 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 should hold a valid GST registration and PAN Card.	Attested copies of documentary proof.
3.	Bidder/OEM should have placed in the 'Cyber Security Incidence Response Services' in the Leader, and Strong Performers in the Q2-2024 Forrester Wave report for cyber security incident response services.	2024 Forrester Wave report for cyber security incident response services to be enclosed.
4.	The Bidder should have a minimum annual turnover of Rs. 25 Crores in each of the three financial years 2022-2023, 2023-2024 and 2024-2025 and should have a positive net worth in previous three financial years 2022-2023, 2023-2024 and 2024-2025. For bidder applying under MSME the bidder should have a minimum annual turnover of Rs. 5 Crore in each of the previous three financial years (2022-2023, 2023-2024 and 2024-2025)	Audited Financial statements / balance sheet /CA Certificate for the respective financial years.
5.	The Bidder/OEM should have at least 10 professionals having valid certification of OSCP/GCIH/GCFA/GCFE/CISSP/CHFI etc. as full time employee.	Copy of the valid certificate to be enclosed. Multiple certificates will not be considered. Declaration on company letter head duly signed by the authorized signatory of the bidder.
6.	The OEM or the bidder who are directly participating should have experience of minimum 7 years in providing the Incident Response Retainership Services as on 31.12.2025.	Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.
7.	Bidder/OEM should have experience in Incident Response Retainership / Compromise Assessment completion in at least three (3) cases in BFSI sector having Minimum 500 branches /Govt. Sector in India/regulatory bodies/Big companies of turnover more than 500 crores in the preceding seven (7) years as on 31.12.2025.	Documentary Proof of order / contract copy / customer citation.
8.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India in last 7 years as on 31.12.2025. (Start and End Date of the Project to be mentioned) in the past (At least two client references are required)	Bidder should specifically confirm in this regard as given in Annexure-C
9.	The Bidder should not have been blacklisted or debarred by Government of India / RBI / SEBI / IRDAI / BFSI sector organizations as at 31.12.2025. However, such blacklisting will be null and void for the purpose of bidding in this RFP, 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.
10.	Vendors and OEMs currently engaged in LIC projects like Security Operations Centre (SOC), attack surface monitoring, Red Team Assessment, conducting the assurance audit awarded through previous RFPs shall not be eligible to participate in this RFP.	Declaration on company letter head duly signed by the authorized signatory of the bidder.

To become eligible to respond to this RFP, the bidder should fulfill the following minimum Eligibility criteria.

**Note:**

- The bidders should submit their responses to the eligibility criteria in the format as provided in 'Annexure C – Eligibility Criteria'.
- All documentary evidence should be duly signed and stamped by the Bidder.
- 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.
- The bidder who successfully qualifies in the eligibility criteria, only their technical bids will be subsequently opened for further evaluation. Wherever, the dates are not specifically mentioned or implied in the RFP, the same should be taken as the date of this RFP.
- Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

## 10. General Instructions

- The Bidder may download the RFP documents from the websites mentioned below:
  - a. <https://licindia.in/web/guest/tenders>
  - b. <https://eprocure.gov.in/>
  - c. <https://www.tenderwizard.com/LIC>
- The information provided in the RFP is believed to be true and reliable at the date obtained but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP.
- The RFP 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 RFP and corrigenda, if any, should be taken as guidelines for Bidders.
- LIC has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the work in order to submit viable bids. However, LIC shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any corrigenda, nor of its being comprehensive or exhaustive. Nothing in this RFP or any corrigenda is intended to relieve bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any corrigenda, as applicable.
- Failure to furnish all information required by the RFP or submission of a bid not responsive to the RFP in every aspect will be at the Bidder's risk and may result in rejection of the Bid.
- 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.
- This RFP supersedes and replaces any previous public documentation & communications. Bidders should place no reliance on such communications.
- Failure to comply with the requirements of this RFP and corrigenda, if any, may render the bid non-compliant and the bid may be rejected at the sole discretion of LIC. 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.
- Pre-Contract Integrity Pact (IP): This RFP is issued on the condition that only those bidders who submit a signed Pre-Contract Integrity Pact with LIC, on a stamp paper of Rs. 500, would be eligible to participate in bidding. "Integrity Pact" format is given in Annexure O.

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 investigate any issue relating to execution of contract, if specifically raised before them."

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

- LIC shall not be liable for any indirect, special, or consequential damages arising out of this RFP process, including but not limited to loss of profit, loss of opportunity, or any damages arising from the Bidder's participation or non-participation in the tendering process.
- Response to this RFP by the bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure, clarifications, if any.
- All the terms and conditions and content of this RFP, along with any annexures, clarifications, or amendments issued by LIC, shall be deemed binding upon the Bidder. Any purchase orders or agreements arising from this RFP process will incorporate these terms and conditions, and LIC reserves the right to modify or supplement these terms at any point during the process.

## 11. 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 RFP. LIC's decision in this regard shall be final and binding.
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 RFP Document by issuing corrigendum. Such modifications or amendments will be binding on all Bidders.
3. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on LIC's website. Bidders are responsible for reviewing any such updates and shall be deemed to have acknowledged the modifications or clarifications.
4. Any such corrigendum shall be deemed to be incorporated into this RFP and shall override any previous provisions in the RFP that are inconsistent with the corrigendum.
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. It is the responsibility of the Bidders to check the website regularly for any updates, and failure to do so shall not be a valid reason for any non-compliance with the RFP or its amendments.

## 12. Terms and Conditions

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

All terms and conditions, along with the contents of the RFP, including any Annexure(s), clarifications, appendices, addenda, and corrigenda issued, shall form an integral and binding part of the agreement between LIC and the successful Bidder. These terms will be enforceable as part of the final contract, including any subsequent purchase orders or vendor agreements arising from this RFP process. LIC reserves the right to modify, supplement, or amend these terms, as necessary, during the execution of the agreement, provided that such amendments are communicated to the Bidder in writing.

## 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 RFP document as amended from time to time. LIC has made considerable effort to ensure that accurate information is provided in this RFP 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 RFP document carefully before submitting their bids in response to the RFP. Submission of a bid in response to this RFP shall be deemed to have been done after careful study and examination of this RFP 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 RFP and may request for additional information, if required, from the bidders. LIC also reserves the right to withdraw this RFP 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 RFP 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 RFP documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- h) Furthermore, during the RFP process, LIC has disclosed or will disclose in the RFP and corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda. LIC shall not be liable for any losses or damages arising from any misinterpretation or reliance on information disclosed in the RFP or corrigendum. Bidders are expected to conduct their due diligence and make independent assessments.
- 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. LIC reserves the right to respond selectively and shall provide written clarifications only for queries deemed relevant. No bidder shall be entitled to claim rights or legal recourse based on non-response to a query.
- 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. It shall be the sole responsibility of bidders to check for any modifications. 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 RFP and bidder's response must reach LIC within 06(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 RFP, 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**. Queries submitted in any other format may not be considered for response by LIC.

CO-ERM-IT-CSD/2025-2026/IRR dated 9 <sup>th</sup> January, 2026				
S. No.	RFP Section / Sub-Section	Page No.	RFP Clause	Bidder Query

- t) For all dates/events pertaining to this RFP, 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 RFP shall be taken as the reference date.

## 2. Submission of Bids

- i. E-Tendering Online bids are hereby invited for the works mentioned through online e-Tendering System portal <https://www.tenderwizard.com/LIC> from the intending bidders. **This is an E - Tender and hence Bids must be submitted “ONLINE”.**
- ii. Tender (Eligibility Bid, Technical Bid and Commercial Bid Document in relevant online format) is to be submitted online through e procurement portal of LIC (<https://www.tenderwizard.com/LIC>). All documents are to be scanned after being signed by the authorized signatory and to be uploaded. Please refer to Annexure L for Online Tendering Guidelines.
- iii. In addition to the online submission, **hard copy of the Eligibility Bid and Technical Bid in separate sealed envelopes are to be submitted within three working days** of eligibility and technical bid opening date by the bidders who have successfully submitted their online bids.
- iv. , in accordance with the requirements as part of this RFP.
- v. The Commercial Bid must be uploaded in the prescribed format via the Tenderwizard/LIC online module. It is not required for bidders to submit hard copies of the Commercial Bid document. **If not, the BID SHALL BE REJECTED**
- vi. Only bids submitted through the designated online platform will be opened. Hard copy submissions, without corresponding online submissions, will not be considered.
- vii. Bidders must submit their bids online in the prescribed format. It is strongly recommended that bidders review the submission process well in advance to avoid any last-minute technical issues or submission failures.
- viii. The original Bid must be printed on 8.27" by 11.69" (A4 size) paper in indelible ink.
- ix. The bidders should submit the below bid documents in **hard copy in separate sealed envelopes** super-scribed as:
  - a. Envelope 1 - Eligibility bid
  - b. Envelope 2 - Technical bid
- x. Hard copy of all three bid documents must be individually spirally bound (each page serially numbered, stamped and initialed/ signed by the authorized signatory). There should be one common serial number running throughout each individual bid document.
- xi. Bids should be complete, properly indexed, annexure-wise, duly supported by relevant documents and should contain no duplicate documents.

xii. The above three sealed envelopes containing the hard copies of the Eligibility, Technical-Bid and Commercial Bid should then be put together in another envelope which should:

- be sealed
- bear the name, address, and seal of the bidder.
- bear RFP reference details
- super-scribed 'Life Insurance Corporation of India – Selection of Service Provider for conducting Incident Response Retainership'**

and must reach LIC at the address given in the Activity Schedule within three working days of eligibility and technical bid opening.

xiii. The envelopes should be properly super-scribed as given below:

**ELIGIBILITY, TECHNICAL & COMMERCIAL BID (INDICATIVE) for 'Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership'**

**CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026**

**SUBMITTED BY \_\_\_\_\_ (Bidder's Name & Contact Details with their seal)**

*(Note: Bidders to encircle whichever is applicable or strike off whichever is not applicable)*

xiv. The indicative prices are ONLY to be quoted in the commercial bids.

xv. 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.

xvi. Bids received beyond the date and time mentioned in the activity schedule will be termed as "Late" and will not be accepted.

xvii. Bidders should invariably write their postal address, e-mail address, and contact numbers on all the envelopes. If the envelope is not sealed and/ or marked as required above, LIC will assume no responsibility for the bid's misplacement or wrong opening of the envelopes.

xviii. **The contents of the soft copies uploaded, and the contents of the hard copies must be exactly the same. If not, the BID SHALL BE REJECTED.**

xix. The Bidders should submit their bid(s) along with the Bank Guarantee towards the EMD wherever applicable.

xx. Any alterations, erasures, overwriting, blanking out, or discrepancies in figures etc. may render the bid invalid.

xxi. The quantities mentioned in the Technical/ Commercial Bid is indicative only and will be used to determine a successful bidder. However, the actual quantities may differ at the time of issuing Purchase Order/s, depending on the circumstances prevailing at that time.

xxii. Revised Commercial Bid (If applicable): During evaluation of Technical Bid, if any technical specification/s and/ or scope of work is/ are changed to meet LIC's requirement, all bidders will be informed of the same and asked to submit fresh commercial quotation, duly signed and sealed in a separate cover super-scribed "REVISED COMMERCIAL BID after Technical Review (Indicative Price)".

xxiii. 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
- 4) Scanned bid is submitted.
- 5) Bids are not submitted in respective envelopes as stipulated above

xxiv. By submitting a bid, the bidder's signatory certifies that in connection with this RFP:

- The bidder's organization or an agent of the bidder's organization has arrived at the technical offer in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition,

- The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor.
- No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

xxv. Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the tender document.

xxvi. Please note that prices must not be indicated in the Technical Bid, failing which the Bid may be rejected.

xxvii. The bidder should not respond to this RFP for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected.

xxviii. Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP and subsequent modification(s) to this tender, if any.

xxix. The Bidders should submit their Bid along with the required documents and Certificates as stated in the Section — Eligibility Criteria or elsewhere in the RFP.

xxx. 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.

xxxi. If any compliance or clarification sought by LIC is not submitted within 3 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.

xxxii. 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.

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

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

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. Technical Bid

The Technical-Bid document should contain the following:

- i. Covering letter (on bidder's letterhead) giving reference of this RFP and consent for acceptance of all the Terms & Conditions of this tender (including modifications, if any, issued subsequently) and mentioning list of all the enclosures.
- ii. Technical Bid Document

Annexure-D	Incident Response Retainership Services (IRR)
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- iii. LIC will be responsible to provide all the hardware required for solution implementation, i.e. server/Virtual Machines and will provide RHEL OS, if required as part of the solution. Database license like Mysql will also be provided by LIC. All other software (database, application etc.) required for this project should be provided by bidder, included in BoQ and prices quoted for in the Commercial Bid Document.

- iv. The bidder must supply a thorough inventory of the hardware/software for carrying out the scope and deliverables as defined in this RFP.
- v. If any missing requirements are discovered during project activities, the bidder will be obliged to provide them free of cost.
- vi. No indications as to price aspect or financial stipulations are to be given in the technical bid, failing which the bid shall be rejected.

## 4. Commercial Bid

- i. Price is to be quoted in Indian Rupees only.

Annexure-E	Incident Response Retainership Services (IRR)
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- ii. All quotes should conform to the format as mentioned in the Commercial Bid (indicative). The details are to be given as per Annexure E.
- iii. For each component, the prices quoted should be inclusive of all costs except applicable taxes.
- iv. Any other tax which may be payable if and wherever applicable at the place of delivery will be paid extra on actual basis by LIC, subject to production of original documents / receipt issued by appropriate authority.
- v. It will be the responsibility of the bidder to take care of all formalities, if any, necessary as per rules / regulations / orders of any government/non-government / regulatory authority in force.
- vi. The price quoted shall not be subject to any changes, including but not limited to fluctuations in exchange rate, taxes, duties, levies or labor rates.
- vii. Bidders are required to make a detailed study of the requirements of the project and ensure that the prices/rates quoted are all inclusive including the support required from the OEM in the execution and continuous monitoring of the project during the Contract period, as no deviation in any of the conditions would be permitted and nor would any increase in prices be allowed during the contract period.
- viii. The Bidder must have the capability to implement and maintain the project during the contract period. The vendor must also be able to carry out any changes, if necessitated by LIC during the contract period. The contract period may be further extended by a period of one year at the sole discretion of LIC of India on the same terms & conditions including the price component.
- ix. The vendor shall propose only one product/solution the requirements (Hardware, Software and Appliance) and quote for the same. If a vendor for any one of the stated technical requirements quotes multiple products/solutions, LIC will disqualify the entire response to the RFP by the vendor.

## 5. 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.

## 6. 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.

## 7. Compliant Bids / Completeness of Response

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

- v. LIC reserves the right to verify the validity of bid information and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- vi. If a bid is not responsive and not fulfilling all the terms and conditions of the RFP, 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 its sole discretion, if deemed in the best interests of LIC.
- vii. Rejection of non-compliant bid:
  - LIC reserves the right to reject any or all bids on the basis of any deviation(s).
  - Bids found with suppression of details, subjective or conditional offers, or partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final and binding.

## 8. Password Protection

The soft copies of the item specifications (eligibility, technical and commercial) shall be submitted in soft copy format by all participating Bidders. The specifications in the spreadsheets must be password protected. The bids are to be submitted in the format (soft copy) as per the Annexures in this RFP. The password used will be validated by LIC for checking the authenticity.

It may also be informed that the password will be checked at the time of opening of the eligibility, technical and commercial bid in the presence of the bidders. In case the bids are submitted to LIC without the password protection or with password that does not match with the password used by LIC, the **BID MAY BE REJECTED**.

## 9. Pricing, Billing, Duties and Taxes

- i. The commercial offer shall be made in Indian currency inclusive of all taxes, duties, levies etc. and shall be exclusive of GST.
- ii. Vendor shall be solely responsible for upfront payment of all applicable taxes including GST, License fees, road permits etc. GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. GST wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actuals on production of the original receipt in proof of having paid the said taxes on behalf of LIC. In case concrete evidence of having paid the appropriate taxes is not submitted within a maximum period of two months from the date of payment of the taxes, the vendor shall not be eligible for any reimbursement on this count.
- iii. Prices once fixed shall be valid throughout the entire contract period. The Vendor shall not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/ customs duty & excise duty including any newly introduced taxes shall be permitted.
- iv. The successful bidder must furnish price breakup i.e., basic price and applicable taxes in the invoices submitted by them. The invoices without price breakup will not be processed for payment.
- v. The bidder shall not, under any circumstances, request for an increase in the prices once such prices are approved by LIC.
- vi. It will be the responsibility of the bidder to take care of all formalities and compliances, if any, necessary as per rules/ tax laws/ regulations/ orders of any government/ regulatory authority in force, transportation, insurance of services etc. without any additional cost to LIC.
- vii. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.
- viii. Deduction of Taxes at Source: LIC will deduct taxes from the amounts due and payable to the vendor wherever applicable. LIC will provide vendor with the statement of any taxes deducted by LIC on payments under the contract. The vendor agrees to reimburse and hold LIC harmless from any deficiency including penalties and interest relating to taxes including

recovery of any tax retrospectively that are its responsibility under this clause. For purposes of the contract, taxes shall include taxes incurred on transactions between LIC and the vendor.

## 10. Earnest Money Deposit (EMD)

i. Bidders shall submit along with the bid, EMD in the form of unconditional and irrevocable Bank Guarantee (BG) as per the format given in **Annexure-H** (Bank Guarantee for E.M.D.). This must be executed by a Nationalized/ Scheduled Bank acceptable to LIC.

Amount of EMD (separately to be submitted)	RFP name
INR 15, 00,000 (Rupees Fifteen Lakhs Only)	Incident Response Retainership Services (IRR)

ii. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they must provide valid NSIC/MSME Certificate as part of eligibility criteria.

iii. EMD shall be valid for a period of fifteen months from the date of release of RFP.

iv. Non submission of EMD along with Eligibility Bid Document will disqualify the Bidder.

v. The EMD will not carry any interest.

vi. The EMD of those Bidders, who do not qualify in the eligibility evaluation or technical evaluation, will be returned to the issuing Bank without interest after completion of RFP process.

vii. The EMD will be refunded to the successful bidder after:

- Acceptance of Purchase Order
- Signing of the Contract(s)
- Submission of required Performance Bank Guarantee (PBG)

viii. The EMD submitted by the bidder may be forfeited and other action(s) may be taken against bidder if:

- The bidder backs out of the RFP process after the last date and time for submission of bids.
- The bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP.
- The Bidder withdraws or amends its Bid during the period of Bid validity.
- The Bidder makes any written statement or encloses any form which turns out to be False/ incorrect at any time prior to signing of Contract; or
- Bidder does not respond to requests for clarification of its Proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- The successful bidder does not accept the Purchase Order issued by LIC or sign the Contract(s) within the time prescribed by LIC.
- The Bidder qualifies in this RFP as a successful bidder but fails or refuses to fulfill his contractual obligations after the award of Purchase Order and in case the bidder has not submitted PBG.
- In the case of a successful Bidder, the bidder qualifies and backs out of the quotes or, if the Bidder fails
  - To sign the Contract; or
  - To furnish unconditional and irrevocable Bank Guarantee towards the Performance Guarantee as mentioned in this RFP or
  - to furnish Non-Disclosure Agreement (NDA) as per LIC's format (Annexure K)

ix. The bidder who does not accept the Purchase Order issued by LIC or sign the Contract(s) within the time prescribed by LIC after conduct of ORA may be blacklisted.

x. In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the shortlisted bidder who has been notified by LIC that its bid has been shortlisted. A Bidder granting the request will not be required nor permitted to modify its bid.

## 11. Opening of Bids

i. The date and venue of opening of tender shall be as per the 'Section A3 - Activity Schedule'.

- ii. For the bids received within the specified closing date and time in the Activity Schedule, the outer sealed envelope shall be opened by the Tender Opening Committee (TOC) in the presence of bidders or their authorized representatives who choose to attend the opening of the bids on the specified date, time and venue as given in the Activity Schedule (maximum two representatives per bidder will be permitted in each of the bid openings).
- iii. All bids will be scrutinized to determine whether the submitted bids are complete and fulfill the RFP requirements.

## 12. Evaluation process for selection of bidder

- i. LIC will evaluate the Bids submitted in response to the RFP and all supporting documents/ documentary evidence as per the requirements stated in the RFP documents and its subsequent modifications (if any).
  - a. LIC may ask for meetings with the Bidders to seek clarifications on their bids.
  - b. Technicalities or minor irregularities in bids may be waived during evaluation at LIC's discretion 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.
  - c. 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.
- ii. **Right to Accept Any Bid and To Reject Any or All Bid(s):**  
LIC reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids 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.
- iii. **Notification of Award:**  
LIC will notify the successful bidder in writing, that its bid has been accepted. In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid and EMD.  
  
Within 30 days of notification of award from LIC, the Bidder shall furnish Performance Bank Guarantee, valid for the entire contract period i.e. valid for 42 months. After the submission of Performance Bank Guarantee by the successful Bidder, the Bidder will be required to enter into a contract with LIC. In case the selected bidder fails to submit performance guarantee within the time and manner stipulated, LIC at its discretion may cancel the notification of award placed on the selected bidder without giving any notice whatsoever.
- iv. The date and venue of opening of tender shall be as per the Activity Schedule. The outer sealed envelope shall be opened by the Tender Opening Committee (TOC) in the presence of bidders or their authorized representatives who choose to attend.
- v. After opening of bids online, the Eligibility bid documents will be scrutinized by LIC and eligible bidders will be short-listed and will be participated in further selection process based on Technical Bid and Commercial Bid.
- vi. The bidder who successfully qualifies in the eligibility criteria (Annexure – C); only their technical bids will be subsequently opened for further evaluation.
- vii. Opening and evaluation of the Eligibility, Technical and Commercial bids, and **Empanelment of Consultants for Incident Response Retainership related services for LIC.**
  - a) Bidders who successfully passed technical criteria will be intimated and will also be empanelled as 'Consultants for Incident Response Retainership and forensic investigation related services for LIC'. This empanelment will be valid for 5 years from the date of issue of 1st PO under this and may be used for any future requirement related to same scope. This empanelment does not restrict LIC from going for a fresh open RFP for procurement of information security related products/ services or adding

new vendors to this empanelment who fulfill the minimum eligibility and technical criteria prescribed by LIC. The exercise of adding new eligible vendors will be undertaken only in the month of December each year starting from Dec, 2026 and no separate advertisement will be given by LIC for this purpose.

- b) Subsequent to the completion of the empanelment process, selected bidder will be invited to participate in commercial bid process.
- viii. The qualified bidders after evaluation of technical bid will be intimated by email/letter about the date and time of opening of their 'Commercial Bid (indicative price)'.
- ix. The 'Commercial bids (indicative price)' of technically qualified bidders will be opened online by the TOC in the presence of bidders/ their authorized representatives who choose to attend. Thereafter, these bidders need to participate in online reverse auction for which web-based e-tender platform will be made available by LIC. The date, time, platform and process of online reverse auction will be communicated to these bidders by LIC. The exact business rule will be intimate to the participating bidders before commencement of online reverse auction (ORA).
- x. The date, time, platform and process of online reverse auction will be communicated to these bidders by LIC.
- xi. The bid price shall be in Indian Rupees.
- xii. Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder.
- xiii. **The Contract value or Total Cost of ownership (TCO) of lowest price discovered through ORA after conclusion of online reverse auction will be the L1 price/quote.**
- xiv. Based on the Total Cost of Ownership (TCO) declared by the Bidders during the Reverse Auction, the Bidders will be categorized as L1, L2, L3 etc., L1 being the Bidder with the lowest TCO, followed by L2 with the next lowest TCO and so on).
- xv. In case, the successful bidder, say L1 fails to fulfill any of the obligations under the RFP within the timelines defined, LIC reserves the rights to cancel his selection and declare the bidder with rank 2 as successful bidder provided this bidder agrees to match the price of L1 and all the terms & conditions in this RFP will be applicable to this bidder also, and so on and so forth for bidder with rank 3,4, 5, .....
- xvi. The bidders who qualify the eligibility criteria will have to provide a Technical Presentation on the in-scope services to LIC. The schedule and venue of the same will be conveyed accordingly.
- xvii. If any deviations are observed during technical evaluation, LIC may decide to accept them at its discretion, which will apply to all bidders, before opening of the Commercial Bids and the decision of LIC in this matter will be final.
- xviii. NPV Rule: While evaluating the tenders covering a longer period (i.e., more than one year), the quoted prices pertaining to maintenance in future years are to be discounted to the net present value (NPV) as appropriate for comparing the tenders on equitable basis. The Net Present Value of the proposal is equal to the sum of the present values of all the cash flows associated with it. NPV is to be calculated on the annual cash outflows.

Discounting rate to be used: 8%

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

$r = 8\% \text{ i.e., } 0.08$

- xix. Price Variation Factor and H1 Elimination clause: When the number of Technically Qualified Bidders are more than Five, the technically qualified H1 bidder (Bidder with the Highest Quoted Total Bid Price at NPV) will be disqualified and eliminated from participating in online reverse auction, if his bid value as per the submitted commercial bid (indicative) is higher by more than 40% as compared to the average of quoted prices of all technically qualified bidders for all items in aggregate.
- xx. The total Bid Price for this clause will be all inclusive bid prices at Net Present Value (NPV) exclusive of all applicable taxes such as GST.
- xxi. No price variation/adjustment or any other escalation will be entertained after the closing of Bids.
- xxii. NPV price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder and will be valid for the contract period. No change/adjustments in prices will be allowed during the contract period or extension of contract for a period of 1 year.
- xxiii. The bid price shall be in Indian Rupees.
- xxiv. The Letter of Intent along with Purchase Order will be issued to the successful bidder. The required PBG should be submitted to LIC within 30 days from the date of letter issued by LIC for selection as the "selected vendor".

## 13. Online Reverse Auction

- i. The Commercial bid (indicative) as per Annexure-E shall be submitted in a separate sealed cover. After the opening of Commercial Bids (indicative) of technically qualified bidders, Online Reverse Auction will be held.
- ii. Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder on 'Technical plus Commercial basis'.
- iii. The commercial figure quoted will be an all-inclusive figure but excluding all applicable taxes such as GST.
- iv. In case, only one bidder is technically qualified, no reverse auction will take place. However, LIC reserves the right to negotiate price with the lone bidder. The prices once finalized through online reverse auction or negotiation will be termed as the "approved prices".
- v. LIC will provide web-based E-tender system for ORA.
- vi. The bidders will arrange the Digital Signature Certificates (at no cost to LIC) from a Certifying Agency notified by The Comptroller of Certifying Authority (CCA) as per Information Technology Act 2000 as amended from time to time.
- vii. As per the new Inter-Operability Guidelines released by The Controller of Certifying Authorities (CCA), the Secure Socket Layer (SSL) certificate for an e-Procurement Application is generated on a new algorithm, SHA2. The Digital Signature Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. The exact details will be informed before commencement of the ORA.
- viii. Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- ix. Any conditional bid may be rejected.
- x. Notification Criteria  
LIC will award contract to the Successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose bid has been determined to be responsive, and is the lowest price bid at the end of online reverse auction subject to Guidelines on Public Procurement Preference to Make in India), Order 2017 (PPP MII Order and revision thereto vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2024

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

- a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price

falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

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

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

## 14. Activities to be performed

- i. No activities will be carried out from the vendor's location without written and prior permission from LIC or explicitly allowed in this RFP.
- ii. For conducting the in-scope activities, the successful bidder must deploy resources to be available in LIC Mumbai office and visit the various offices as required by LIC.
- iii. Use of external storage devices, including but not limited to pen drives, external hard drives, and cloud-based storage solutions, is strictly prohibited within LIC's premises.
- iv. Laptops and any other personal computing devices will be allowed strictly on a need-to-have basis, subject to prior approval from LIC. LIC shall have the right to monitor and audit all IT devices used for project-related work. Desktops will be provided by LIC, and all official work must be conducted exclusively on LIC-provided systems.
- v. Successful bidder and its representatives will ensure utmost care for protection of data/information/ assets etc. of LIC as per Digital Personal Data Protection Act 2023.

Subcontracting/ hiring of external resources for ad hoc needs - is **not permitted** unless explicitly allowed by LIC for a specific activity/ requirement/ duration. If approved, the vendor remains fully responsible for the performance, conduct, and security compliance of any subcontracted entity.

## 15. Non-Disclosure Agreement (NDA)

- i. During the execution of the project, the successful bidder, along with its employees, agents, subcontractors, consultants, or affiliates, may have access to confidential information of LIC including but not limited to 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:
  - a. use the information exclusively 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 RFP.
  - b. Ensure that all employees, agents, and subcontractors who are granted access to such information are legally bound by confidentiality obligations that are at least as stringent as those under this agreement. The bidder shall obtain written undertakings from such individuals, binding them to maintain the confidentiality of LIC's information and to comply with the obligations herein.
- ii. Any unauthorized disclosure, use, or breach of this NDA shall entitle LIC to take legal action, seek injunctive relief, impose financial penalties, and blacklist the bidder from participating in any future tenders. The bidder shall be liable for all direct and indirect losses, damages, and costs, including legal expenses, incurred by LIC due to such a breach.
- iii. The bidder shall strictly comply with all applicable laws, including the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000, and any relevant data protection or cyber security regulations. The bidder shall ensure the highest standards of data security and implement appropriate technical and organizational measures to prevent unauthorized access, disclosure, or misuse of LIC's data.

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

LIC reserves the absolute and unfettered right to accept or reject any proposal and to annul, modify or terminate 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.

## **17. Contracting**

LIC reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the LIC without incurring any liability or obligation to any bidder.

## **18. Contacting LIC**

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

## **19. Right to terminate the Process**

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

## **20. Disqualifications**

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

- i. Made misleading, false or fabricated representations in the forms, statements or attachments submitted in proof of the eligibility requirements.
- ii. Exhibited a record of poor performance including but not limited to abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project.
- iii. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- iv. Failed to provide clarifications related thereto, when sought.
- v. Submitted more than one Proposal.
- vi. Been declared ineligible by the Government of India/State/UT Government/ PSUs/any regulatory authority for corrupt and fraudulent practices or blacklisted.
- vii. Submitted a Proposal with price adjustment/variation provision.

## 21. 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 or disclosure by any bidder of confidential information related to the process may result in rejection of its bid and other legal consequences.

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

During the execution of the project, the successful bidder, along with its employees, agents, subcontractors, consultants, or affiliates, may have access to confidential information of LIC including but not limited to 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 RFP.

**b)** Ensure that all employees, agents, and subcontractors who are granted access to such information are legally bound by confidentiality obligations that are at least as stringent as those under this agreement. The bidder shall obtain written undertakings from such individuals, binding them to maintain the confidentiality of LIC's information and to comply with the obligations herein.

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.

Any breach of these obligations or violation of the NDA shall result in the forfeiture of the Performance Bank Guarantee (PBG), legal action, and immediate blacklisting of the bidder from future LIC tenders.

### 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 Advisors 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.

### **22. Patent Rights and other litigation costs**

In the event of any claim asserted by a third party of infringement of intellectual property rights including but not limited to 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 and diligently to extinguish such claim at its own expense. 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. Additionally, the bidder must take corrective actions, such as modifying, replacing, or procuring necessary licenses for the infringing product, at no additional cost to LIC.

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

### **23. 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 regarding their compliance with the land border clause in the form of Annexure N.

### **24. Performance Bank Guarantee (PBG)**

- i. After finalization of the RFP process, the selected bidder should submit an unconditional and irrevocable Performance Bank Guarantee (from a scheduled/ nationalized Public Sector Bank acceptable to LIC and having Branches in Mumbai) equal to 5% of the total Contract Value. The required PBG should be submitted to LIC within 30 days from the date of letter issued by LIC for selection as the "selected vendor" (In case of delay, penalty will be applicable.). If not, the bid / contract may be cancelled and contract may be awarded to the next successful bidder as per Section-C (INSTRUCTIONS TO BIDDERS).

ii. The PBG should be valid for a period to cover the expected contract period and additional 6 months after the date of expiry of the contract from the date of its submission to LIC.

Amount of PBG (separately to be submitted)	Name of the RFP	Validity
5% of the total Contract Value	Incident Response Retainership Services (IRR)	42 months

iii. In case of extension of the contract by LIC, the vendor should submit fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity period of the tender. This must happen within one month prior to the expiry of the earlier PBG, unless otherwise intimated by LIC. If not, a penalty will be applicable. In case the Vendor defaults in renewal of PBG as stated above, the PBG or part thereof may be invoked and LIC's decision in this matter will be final.

iv. Format for submitting the Performance Bank Guarantee is attached herewith as Annexure-G.

v. The PBG will not carry any interest.

vi. The PBG may be required to be submitted in multiple numbers, if required by LIC.

vii. The PBG may be invoked for entire amount if the vendor backs-out of his obligations as per this tender or if the fresh PBG is not received by LIC one month prior to the expiry of the earlier PBG; apart from other actions that may be decided by LIC.

viii. If vendor fails to submit the required PBG within 30 days period as mentioned above, penalty of Rs.1,000/- per day (subject to maximum penalty of Rs. 20,000/-) will be imposed. In case the selected bidder fails to submit performance bank guarantee even after the elapse of 50 days from the date of letter issued for selection as the "selected vendor", LIC at its discretion, may cancel the allotment of the contract to the concerned bidder and may blacklist them.

ix. The PBG will be invoked in full or part (to be decided by LIC) if:

- The bidder fails to honor expected deliverables or part as per this RFP after issuance of PO.
- Any legal action is taken against the bidder restricting its operations.
- Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder.
- LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

a) In the event of any contract amendment, the Vendor shall, within seven days of agreeing to such amendment, furnish the amended performance guarantee, valid for the duration of the Contract as amended, including warranty obligations.

## 25. Placing of Orders and Making Payments

- The Central Office of LIC at Mumbai will place orders (either in full or in phases) with successful bidder for deliverables under this RFP at any time during the validity period of this tender.
- LIC reserves the right to place repeat orders for additional services/ reassessment on the same terms & conditions during the validity of the contract.
- Bidder must point out any discrepancy/ deficiency in the Purchase Order(s) within five days of their receipt. The date on which the required information/ correction in Purchase Order is intimated to the bidder would be deemed to be the date of acceptance of the Purchase Order for the purpose of calculating the delivery period and penalty thereof.
- Payment terms & conditions, Service Level Agreements (SLA) and penalties will be as defined elsewhere in this RFP.

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

- i. In case of any discrepancy in services supplied, the vendor must remediate it at its own cost and risk and demonstrate its proper functioning to LIC's satisfaction.

## **27. Period of Validity of Bids**

- i. Bids shall remain valid for 12 months from the last date of bid submission as prescribed by LIC, in the Activity Schedule. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period.
- ii. In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended by the bidder. Such extension will not require modification of the bids already submitted. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted.
- iii. A Bidder granting the request will not be required nor permitted to modify its bid.
- iv. The contract is for a period of five years.
- v. The prices under this RFP will be valid for a period of five years from the date of issue of first Purchase Order.
- vi. The commercial offer shall be on a fixed price basis for the contact period. No upward revision in the price would be considered on account of subsequent increases during the offer validity period except for GST and any other applicable taxes.
- vii. However, if there is any reduction on account of government levies, during the offer validity period, the same shall be passed on to LIC.

## **28. Late Bids**

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

## **29. Duration of the Engagement**

The duration of the engagement would be 1 year for Part-A and 3 years for Part-B from the issuance of the first Purchase Order.

## **30. 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.

## **31. 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.

## **32. Price Negotiation Committee (PNC) Meeting**

The vendor selected as successful may be called for a meeting with the PNC constituted by LIC for price negotiation. Also, negotiation may be held with the vendor through the PNC for stray future requirements (which were not anticipated, and which are not listed in the current Tender specifications) that may be required to be procured through this tender. Prices once finalized will be termed as the "Approved Prices Rates".

### **33. Limitation of Liability**

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Conditions of Contract Clause, the vendor shall not be liable to LIC, whether in contract 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.

### **34. Force Majeure**

- i. 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.
- ii. 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.
- iii. 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.

If the Force Majeure event persists for a period exceeding 30 days, LIC reserves the right to terminate the contract by providing written notice to the Vendor. Such termination shall take effect immediately upon delivery of the notice or as specified therein, without any liability for damages, penalties, or compensation arising due to such termination.

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

### **35. 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 RFP in the following manner:

In case of any dispute arising out of or in connection with the contract, including interpretation of any conditions thereof, the same shall be resolved through Arbitration.

Notwithstanding anything stated above, 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.

The dispute shall be referred to a panel of three (3) arbitrators with each party nominating one arbitrator and the two nominated arbitrators appointing the presiding arbitrator.

The Seat of Arbitration shall be Mumbai and the High Court in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts. The Arbitration shall be conducted in English and the decision of Arbitrators shall be final and binding on the parties.

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.

The vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

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

- a) Jurisdiction of Litigation: In case of any dispute arising between the parties on the interpretation of the implementation of this contract, the jurisdiction of court shall be at Mumbai.
- b) Black Listing Clause: Performance and conduct of every registered supplier is to be watched by the procuring entity. The selected/empanelled vendors are liable to be removed / blacklisted if they fail to abide by the terms and conditions of the RFP or fail to provide the services on time or supply/render sub-standard services or make any false declaration to any government agency. Blacklisting can be either temporary (i.e. for specified period) or permanent, depending upon the circumstances under which the vendor has been black-listed / removed. Temporary blacklisting/removal can be confined to a specific job. The competent authority for black listing/removal of the vendor will be ED (ERM) & CRO.

## 36. Indemnifying LIC

B. 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 a specification 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.

C. 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.

## 37. 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 RFP, LIC reserves the right to 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/stage. In such an event, LIC shall, without prejudice to its any other rights or remedies, forfeit in part or full the EMD / PBG, as the case may be for, inter alia, time, cost and effort of the Corporation, in regard to the RFP, including consideration and evaluation of such Bids and such Vendor may not be allowed to participate in any RFP issued by LIC during a period to be decided by LIC.

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 RFP 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.

## **38. Applicable Law**

This RFP 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 exclusive jurisdiction of Mumbai High Court only.

## **39. Ambiguities within the Document**

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

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

## 40. 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/email.

## 41. 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.
- **Should be super scribed with name of RFP and its reference number.**

### **LIC's Address for notices should be:**

The Executive Director (ERM) & CRO,  
Central Office, Cyber Security Department,  
2nd Floor, Jeevan Seva Building,  
S.V. Road, Santacruz (West),  
Mumbai - 400 054

### **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).

## 42. 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 RFP in part or full, without assigning any reasons whatsoever prior to finalization of the RFP.
- c) If at any future point of time, it is found that the bidder had made a false or misleading statement, LIC reserves the right to debar the Bidder from participating in future RFP's floated during 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 set forth in the RFP, 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 RFP 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 or other payment pending from the vendor, 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 if deemed necessary.

- 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 if it is in the best interests of LIC.
- j) Decide all unforeseen issues on the merits of each case in its sole discretion, ensuring that the interests of LIC are adequately protected.
- 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.

## **43. Compliance with Information Security (IS) Policy**

The bidders/vendors selected shall have to comply with LIC's Information Security (IS) Security Policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- a) Responsibilities for data and application privacy and confidentiality;
- b) Responsibilities for system and software access control and administration;
- c) Custodial responsibilities for data, software, hardware and other assets of LIC being managed by or assigned to the Vendor;
- d) Physical Security of the facilities;
- e) Physical and logical separation from other customers of the Vendor;
- f) Incident response and reporting procedures;
- g) Password Policy;
- h) Access Management Policy;
- i) Acceptable Usage Policy (Authentication and Identity Management, Authorization and Access Control);
- j) Data Encryption / Protection requirements of LIC;
- k) Cyber Security Policy;
- l) Auditing;
- m) In general, confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured;
- n) Responsibilities in carrying out background verification of personnel deployed from vendor side regularly and submit the report as and when needed by LIC;

## **44. 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.

## **45. 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 RFP.
- c) Bids not accompanied by the requisite EMD. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to claim for such waiver by providing copy of valid NSIC/MSME Certificate as part of eligibility criteria.

- d) Bids not conforming to the requirements, terms and conditions mentioned in this RFP document.
- e) If the bid is incomplete or is evasive or contains incorrect/ inaccurate/ misleading information to permit a thorough analysis in LIC's estimation.
- f) If the bid is not properly/ duly signed/initialed by the authorized person
- g) 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.
- h) Bids with material deviations or conditions unacceptable to LIC
- i) Bids from bidders not responding to queries or documents sought by LIC within stipulated time
- j) For other reasons mentioned in this RFP

LIC reserves the right to reject any bid that it deems not in the best interest of LIC, even if it does not fall within the specific rejection criteria listed above. The decision of LIC in all matters will be final and binding on all bidders participating in this bid.

## **46. Arithmetical Errors**

Arithmetical errors will be rectified on the following basis:

- a) If there is a discrepancy between the total price quoted in the bid and the total price that is obtained by multiplying unit price and quantity, the unit price shall prevail, and the total price will be corrected accordingly.

If there is discrepancy between words and figures, the value written in words will prevail.

## **47. Award and Signing of Bid Contract**

- a) The Contract will be based on this RFP, clarifications & modifications (if any) to the RFP and bidder's valid response to RFP. Any deviation from the original terms in the RFP or the response shall be addressed and mutually agreed upon before finalization of the contract.
- b) LIC will award the Contract to the successful vendor selected through the criteria mentioned in this RFP. The evaluation and selection will be done solely at LIC's discretion, and LIC's decision will be final and binding on all bidders.
- c) LIC will notify the successful vendor in writing via letter/ email, that its bid has been accepted. LIC will send a copy of the Contract Form incorporating all agreements between the parties to the successful vendor.
- d) Within 14 working days of receipt of the Contract Form, the successful vendor shall sign and date the Contract and return it to LIC. Failure to do so within the stipulated period may result in the cancellation of the award and selection of an alternate vendor.

This initial contract will be called the Master Service Agreement (MSA). The MSA will be the permanent reference document for all the subsequent modifications. Modifications to the MSA will be mutually agreed upon and will be accommodated in the form of addendum/ schedules to the MSA since procedural aspects, services etc. will be continuously evolving. These amendments shall be legally binding and form part of the contractual obligations of both LIC and the vendor.

## **48. Cancellation of Contract and Compensation**

- a) LIC reserved the right to take all legal recourse including but not limited to, cancelling the contract, invoking the Performance Bank Guarantee, claiming damages etc. if the vendor fails to implement the scope covered in this RFP within the stipulated period by giving minimum one month (30 days) notice to the vendor in case of non-performance by the vendor or for any other reason deemed fit by LIC.

- b) Successful vendor is expected to rectify breach / unsatisfactory progress during the notice period. In case the successful vendor continues to fail on above counts even after expiry of 30 days' notice, LIC reserves the right to cancel the contract of the selected Vendor and recover related expenditure incurred by LIC. However, upon termination, vendor will be paid for the services performed by vendor as per the RFP till the date of termination.
- c) In case of termination/ cancellation of the order, the vendor shall not be entitled to recover from LIC any amount by way of damages, loss or otherwise. In such a situation, Vendor will be paid charges towards services delivered till the date of termination of the contract only.
- d) In the event of cancellation of agreement or termination of the order, the vendor shall assist in smooth migration to a new vendor. If this condition is not adhered to, LIC reserve the right to invoke the Performance Bank Guarantee.
- e) LIC may, at any time, by a prior written notice of one week, terminate the successful bidder and / or reduce the scope of the Services.
- f) On receipt of a notice of termination or reduction of scope, the Successful bidder must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination; and continue work on any part of the Services not affected by the notice.
- g) If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination.
- h) If the scope of the Services is reduced, LIC's liability to pay the Service Charges or to provide LIC Material abates in accordance with the reduction in the Services.
- i) In the event of termination of the contract, the vendor shall be obligated to refund any advance payments made by LIC for services that have not been rendered or delivered up to the date of termination. The refund shall be made promptly within 30 working days after the termination notice.
- j) The deliverables that are complete and ready for delivery within 7 days after the Successful bidder's receipt of notice of termination shall be accepted by LIC as per the Contract. For the remaining systems, LIC may choose to have any portion completed and delivered at the Contract terms and prices, and/or to cancel the remainder and pay to the Successful bidder an agreed amount for partially completed systems and for materials and parts previously procured by the Bidder.
- k) In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered from other vendors, and in such case, the Successful vendor shall be liable to LIC for any excess costs incurred by LIC in procuring such similar systems or Services. However, the Successful bidder shall continue the performance of the Contract to the extent not terminated.
- l) LIC may at any time terminate the Contract by giving written notice to the Successful bidder, if the Successful bidder becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC.
- m) If the vendor defaults on the performance of any of its subcontractors or third-party service providers, resulting in a failure to meet the terms of this contract, LIC reserves the right to hold the vendor responsible for the subcontractor's actions and terminate the contract if not rectified within a reasonable time frame.
- n) The vendor agrees to indemnify LIC for any losses, damages, claims, or costs arising from the termination of the contract, including but not limited to the costs of procuring alternative services or systems, any legal costs, and any other direct or indirect costs incurred by LIC as a result of the vendor's default.

## 49. 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 null and void and of no effect whatsoever.

## 50. 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. The vendor should maintain all statutory records for having remitted the statutory dues to the concerned authorities. There shall be no employer employee relationship whatsoever between LIC and the successful bidder's 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.

## 51. Normalization of Bids

If required, LIC may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted bidders are on the same technical ground. After the normalization process, if LIC feels that any of the Bids needs to be normalized and that such normalization has a bearing on the commercial bids; LIC may at its discretion ask all the technically shortlisted bidders to re- submit the technical and commercial bids once again for scrutiny. The resubmissions can be requested by LIC in the following two manners:

- Incremental bid submission in part of the requested clarification by the LIC or
- Revised submissions of the entire bid in the whole.

LIC reserves the right to repeat this normalization process at every stage of bid submission till LIC is satisfied. The shortlisted bidders agree that they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to LIC during this process. The shortlisted bidders, by submitting the response to this RFP, agree to the process and condition of the normalization Process.

This clause is not applicable for items where the Bidder has missed out quantities or scope items, in such cases the bidder will have to make good such items or scope at no additional cost to LIC.

## 52. Communications

Any communication given by one party to the other pursuant to the Contract shall contain the RFP 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 RFP, the following shall be the address of LIC:

The Executive Director (ERM) & CRO,  
Central Office, Cyber Security Department,  
2nd Floor, Jeevan Seva Building,  
S.V. Road, Santacruz (West), Mumbai - 400 054

## 53. Publicity

Any publicity by the vendor in any platform which LIC's name, logo, or any related brand identity is to be used, shall be done only with the prior and explicit written permission of LIC.

## 54. 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 fulfill all the eligibility criteria and technical evaluation criteria in its individual capacity unless mentioned otherwise.

## 55. 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 nor is likely to arise in the performance of its obligations under the contract.
- II. A Vendor will 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. In the event of disqualification, bidder shall forfeit and LIC shall appropriate the EMD and PBG, if available, as mutually agreed genuine pre-estimated compensation and damages payable to LIC for, inter alia, the time, cost and effort of LIC including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to LIC hereunder or otherwise.
- 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 particular 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 30 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.

## 56. Varying the Services

- I. Variations proposed by LIC –

LIC reserves the right to initiate any change in the scope of contract. Vendors must factor in a maximum of 25% scope changes within the services cost to be quoted in the commercial bid.

Any change in the scope beyond this 25% will be informed to the vendor in writing. If LIC wants to vary the Services:

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

II. Effective date of variation –

Any variation in the services will take effect from the date on which the parties execute a Change Order. In such a case, the Contract will be amended to give effect to the Change Order.

III. Change Order –

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

IV. Change Requests –

The following would constitute a Change request:

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

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

Payment under this clause will be made only if Change requests are exercised, approved, and delivered.

V. Contract Amendments –

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both LIC and the vendors. Any changes in law, taxes and policies shall be governed through the provision of this RFP.

## 57. SEVERABILITY

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

## 58. **RIGHT TO AUDIT**

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

- i. It is agreed by and between the parties that the Service Provider shall get itself annually audited by external empaneled Auditors appointed by LIC/inspecting official from the IRDAI or any regulatory authority, covering the risk parameters finalized by LIC/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to LIC and the vendor shall submit such certification by such Auditors to LIC. The vendor and or his /their outsourced agents /sub - contractors (if allowed by LIC) shall facilitate the same. LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by LIC.
- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by LIC or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to LIC regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed. All costs for such audit shall be borne by the service provider/vendor.
- iii. Service Provider further agrees that whenever required by LIC, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the LIC/ IRDAI and or any regulatory authority required for conducting the audit. LIC reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) & findings made on the Service Provider in conjunction with the services provided to LIC.

## 59. **Survival**

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

- i. Intellectual Property Rights;
- ii. Indemnity;
- iii. Insurance;
- iv. Confidentiality and privacy;
- v. Protection of personal information;
- vi. Security;
- vii. Audit and access; and
- viii. Knowledge transfer
- ix. Warranty

## Section E: Scope of Services

### 1. Brief Scope of Work

- i. Applicable Mandates/Guidelines with its modification issued by:
  - a) IRDAI guidelines on Information and Cyber Security applicable for Insures
  - b) SEBI Guidelines
  - c) Guidelines from CERT-In, NCIIPC, MeitY, Department of Financial services, Central Vigilance Commission
  - d) Any other guidelines to be issued/applicable to LIC issued by GOI and Regulators in regards to information and cyber security
- ii. Scope of Work (Tentative list)

Please refer to Annexure-D.

#### Documentation

1. All the documents shall be supplied in properly bound volumes of A4 size sheets in editable format.

## Section F: Project Timelines

Project Scope/ Details of Activities	Frequency	Deliverables (not exhaustive)	Maximum Timeline	Applicability
Submission of receipt of Purchase Order within 7 days of being intimated by LIC.	N.A.	Receipt of Purchase Order via email in writing	7 days	IRR and Forensic Investigation on demand
Submission of PBG within 30 days of being intimated by LIC.	N.A.	PBG of requisite amount as per LIC format as given in Annexure-G	30 days	IRR and Forensic Investigation on demand
Submission of contract form within 30 days of being intimated by LIC.	N.A.	Contract form duly signed by authorized signatory and witnesses	30 days	IRR and Forensic Investigation on demand
Deployment of tools and technologies in LIC environment	N.A.	Acceptance of Purchase Order via email in writing	45 days (T)	IRR
Start Analysis	N.A.	N.A.	T + 1 Week	IRR
Submission of Final Report	N.A.	N.A.	T + 12 Weeks	IRR
Removal of all software from LIC environment	N.A.	N.A.	Within 60 days after acceptance of report	IRR and Forensic Investigation on demand
IRR Readiness assessment (Phase 1)	N.A.	N.A.	Within 60 days of acceptance of PO (T1)	IRR
Start Analysis	N.A.	N.A.	T1 + 1 Week	
Submission of Final Report	N.A.	N.A.	T1 + 12 Weeks	
Demonstration of Report to LIC's Senior Management / Board	As demanded	N.A.	Within 30 days of completion of acceptance of report, but before release of the payment or as requested	
Demonstration of Report to LIC Employees	As demanded	N.A.	Within 30 days of completion of acceptance of report, but before release of the payment	
Initial Response/Scoping of incident response once alerted from LIC through Call/Email/Hotline/Other communication media for any location.	As demanded	Incident Response Timeline	To be available on-site within 4 hours	
Upon confirmed Incident, the IR analyst should immediately start working on preliminary information submitted by LIC Incident Response.	As demanded	Incident Response Timeline	To be available on-site within 6 hours from communication sent	
Availability of onsite location IR analysts Within India-Tier1 Cities, metropolitan city, State capitals.	As demanded	Incident Response Timeline	To be available on-site within 12 hours	
Availability of onsite location IR analysts for Cities other than above.	As demanded	Incident Response Timeline	To be available on-site within 24 hours	
Information Gathering	As demanded	N.A.	7 Business Days	Forensic Investigation on Demand

<b>Project Scope/ Details of Activities</b>	<b>Frequency</b>	<b>Deliverables (not exhaustive)</b>	<b>Maximum Timeline</b>	<b>Applicability</b>
Forensic investigation	As demanded	N.A.	30 Business Days	Forensic Investigation on Demand
Reporting and Presentation	As demanded	All reports shall be satisfactory and conclusive. Inconclusive reports will not be accepted.	15 Business Days	Forensic Investigation on Demand

**Note:** Any delay attributable to LIC will be excluded from the above timelines.

## Section G: Payment Terms and Conditions

- 1) No advance payment or interest payment will be made by LIC.
- 2) Payment will not be released till the completion of the activity.
- 3) Payments will not be released for inconclusive reports.
- 4) The payment for IRR activities shall be calculated on a pro-rata basis, based on the actual number of man hours utilized beyond 800 hours, subject to proper justification. The total cost may increase or decrease based on the number of hours executed: (a) should the number of hours exceed 800 hours, the cost will be adjusted upward; (b) should the number fall below 800 hours, the cost will be adjusted downward.
- 5) In the event that no IRR activities (beyond IRRA) are performed during the financial year, the cost for the IRR services will be payable after the end of the financial year.
- 6) The payment for forensic investigation on demand shall be calculated on a pro-rata basis, based on actual number of laptops, desktops, mobile devices, servers, man hour utilized, subject to proper justification. The total cost may increase or decrease based on the actual number of laptops, desktops, mobile devices, servers, man hour utilized executed:, the cost will be adjusted either upward or downward.
- 7) LIC reserves the right to temporarily withhold payment and impose penalty, if it is not satisfied with progress made during that period or if there is delay in activity timelines.
- 8) LIC shall make payments in Indian Rupee (INR) on receipt of invoice, after deduction of penalties and applicable taxes at source from the agreed price to the selected Vendor.
- 9) The payment will be released by the ERM-IT-CSD department, Central Office. Payment related objections, if raised after 3 months from the date of release of payment, will not be entertained. Such objection must be raised in writing.
- 10) The vendor is also duty bound to report to LIC about any short recovery of taxes, cess etc. at source. Such reporting to LIC should also happen at the earliest. In case, vendor fails to inform LIC about such short recoveries of tax, cess etc. at source, LIC will have the right to recover all short recoveries of tax, related cess and surcharges, interest and penalties as per the demand note of Income Tax dept. or any other govt. body or regulator.
- 11) In the event of replacement of any part of the system, it should be done with a part of equivalent or higher configuration which should be compatible with the system.
- 12) In all other cases :
  - (a) Following documents will be required to be submitted for release of payment:
    - a. Invoice printed on Vendor's own letterhead (with reference of Purchase order, description of goods/ services delivered, quantity, unit price, total amount);
    - b. Sharing proof of GST certificates (wherever applicable);
- 13) The bidder must accept the payment terms proposed by LIC. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by LIC. Any deviation from the proposed payment terms would not be accepted. LIC shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of LIC.
- 14) If any of the items / activities as mentioned in the price bid is not taken up by LIC during the course of the assignment, LIC will not pay the cost of such items and professional fees quoted by the bidder in the price bid against such activity / item.
- 15) Payment will be released on submission of invoice upon completion of all project activities and acceptance of all Project deliverables by LIC.

16) Any other cost will be linked with one of the milestone and payment for the same will be released as per associated milestone.

There shall be no escalation in the prices once the prices are fixed and agreed to by LIC and the bidder. Payment will be released by LIC as per above payment terms on submission of relevant documents.

Any dispute regarding the invoice will be communicated to the selected bidder within 15 working days from the date of receipt of the invoice. After the dispute is resolved, LIC shall make payment within 30 working days from the date the dispute stands resolved.

## Section H: Service Level Agreements (SLAs)

### **Penalty**

The Bidder is expected to complete the responsibilities that have been assigned as per implementation timelines. The expected turnaround time for resolving operational issues should be maximum 3 working days.

The total penalty will be capped at 10 % of the contract value of the bidder.

Sl. No.	Description	Expected Service Levels	Penalty in case of breach of Expected Service Levels
1.	Submit Performance Bank Guarantee within 30 days of being intimated by LIC.	Submission of PBG	Rs.1000/- per day of delay
2.	Submit contract within 30 days of receipt of intimation of being selected as the successful bidder and sharing of contract form.	Submission of Contract	Rs.1000/- per day of delay
3.	Provide an escalation matrix within the first seven days of immediately after acceptance of Purchase Order and every six months.	Submission of escalation Matrix	Rs.1000/- per day of delay
4.	Completion of deliverables	100% as per agreed timelines	1 % Penalty of the assigned particular project milestone cost for every week of delay or part thereof. (if the delay is attributable to Vendor)

LIC will impose liquidated damages (LD) i.e. 1 % of the assigned particular project milestone cost per week or part thereof, for delay in not adhering to the time schedule for commitment under each milestone. Overall cap for penalties under this clause will be 10% of the contract value of the respective assignment. LD is not applicable for reasons not attributable to the successful bidder or/ and Force Majeure conditions. However, it is the responsibility of the bidder to prove that the delay is attributed to LIC or any other vendor of LIC and Force Majeure conditions. Bidder shall submit proof authenticated by the bidder and LIC official that the delay is attributed to LIC, any other vendor of LIC and Force Majeure conditions along with the bills requesting payment.

## Section I: Commercial Bid Document

- 1) The bidder should quote the prices for all the items in 'Commercial Bid (Indicative Price) format' (Annexure E).
- 2) Soft copy of the entire Technical and Commercial Bid should be given in separate CD.
- 3) No indications as to price aspect or financial stipulations are to be given in the technical bid, failing which the bid shall be rejected.
- 4) At the close of Online Reverse Auction, all bidders need to submit modified price break-up in Annexure-E within 2 working days failing which the indicative price quoted by the bidder will be modified in the same proportion.
- 5) If any change causes an increase or decrease in the cost or the time required for the vendor's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. The said adjustment will be done on pro-rata basis. Any claims by the vendor for adjustment under this clause must be asserted within 30 days from the date of the vendor's receipt of the LIC's change order.
- 6) Where a bidder does not quote for any of the items or quotes less than one rupee, then the highest quote received for that particular item from any other bidder will be taken as the basis, to arrive at the final consolidated figure for the comparison of prices.
- 7) The bidders are expected to estimate the number of hard disk drives that would be required by them to perform the entire activity and quote the number of hard disk drives as well as the cost for the same. Hard drives may be reused. However, the bidders have to factor at least 25% of the hard disk drives non-reusable. Each hard disk drives shall be 5TB storage.

## Section J: General Terms & Conditions

### 1. SERVICES:

- a. All professional services necessary to successfully implement the proposed Software Solution will be part of the RFP/Contract.
- b. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- c. Bidder should ensure that key personnel with relevant skill-sets are available to LIC at the designated locations fulfilling the scope of the RFP
- d. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- e. Bidder shall be willing to transfer skills to relevant personnel from LIC, by means of training and documentation.
- f. Bidder shall provide legally valid Software/ hardware/ firmware Solution. The detailed information on license count and type of license shall also be provided to LIC.
- g. The Bidder shall keep LIC explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S.
- h. Service Provider support staff should be well trained to effectively handle queries raised by the customers/employees of LIC.
- i. Updated escalation matrix shall be made available to LIC once in each quarter and each time the matrix gets changed.
- j. Incident response support should not be vendor specific; all software/OS/Hardware/legacy systems should be under the scope of RFP.
- k. All software, hardware, storage, etc should be included under the bidding cost, no additional cost will be provided.
- l. During the service period, bidder shall ensure that services of professionally qualified personnel are available for providing comprehensive onsite/remote support in case of any incident.
- m. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by LIC.
- n. Service Provider should provide Incident Response Retainership (IRR) and investigation service, not limited to, as under:
  - a. Incident response and investigations
  - b. Network Traffic Analysis
- o. IRR also includes the following:
  - a. Malware analysis
  - b. OSINT (Open-source intelligence) and Dark Web Intel
  - c. Profiling of Threat Actor
  - d. Electronic data recovery and destruction.
  - e. Complete attack recreation as per Cyber Kill Chain
  - f. Remediation report and recommendation.
  - g. In-depth report assessing Incident Response Preparation level.
  - h. Executive Summary Report.

### 2. Consequences of Termination of the Selected Bidder:

In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/continued execution of the scope of the work defined in RFP. This period of transition shall not exceed six months from the effective date of termination. Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the RFP that are expressly or by implication intended to come into or continue in force on or after such termination.

### 3. Intellectual Property Rights

- Third Party Material

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

- **LIC ownership of Intellectual Property Rights in Contract Material**

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

- **Responsibility of the successful bidder**

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

- **Liability of the successful bidder**

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

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

- **IPR Warranty**

The Vendor will warrant that:

- a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- b. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses.

- **Rights in Bidder's Pre-existing IPR**

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

- **Remedy for breach of warranty**

If a third party lays a claim for any partial or full ownership of any software or its components supplied by the bidder, which jeopardize, disrupt or endanger the LIC's right of uninterrupted use of the software, the bidder shall at no cost whatsoever to the LIC,

- i. regularize the license so that the LIC may continue to use the software in accordance with the terms set out in the RFP and any subsequent Agreement, or
- ii. modify the software without affecting the performance or functional aspects of the software in any manner, to avoid the infringement claim, or
- iii. replace the software with an alternate, non-controversial and non-infringing product, without compromising the quality and functionality of the software to be replaced.

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

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

- **Patent Rights and other litigation costs**

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

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

## 4. Termination

- **Right to terminate**

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

- **Termination and reduction for convenience**

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

- **Termination by LIC for default**

Notwithstanding what has been stated in this RFP, LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part if the Vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Vendor fails to perform any other obligation(s) under the Contract.

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

- **Termination for Insolvency**

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

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

- **After termination**

On termination of the contract the Vendor must:

- a. Stop work on the Services;
- b. deal with LIC Material as directed by LIC; and
- c. return all LIC's Confidential Information to LIC
- d. Refund any advance payments for unrendered services.
- e. Provide full cooperation in knowledge transfer and transition to a new vendor.

- **Survival**

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

- a. Intellectual Property Rights;
- b. Indemnity;
- c. Insurance;
- d. Confidentiality and privacy;
- e. Protection of personal information;
- f. Security;
- g. Audit and access
- h. Knowledge transfer
- i. Warranty

- **Severability**

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

- **Termination does not affect accrued rights**

Termination of the contract does not affect any accrued rights or remedies of LIC, including but not limited to its right to claim damages or recover losses from the Vendor.

- **Consequences of Termination of the Selected Bidder:**

In the event of termination of the selected bidder(vendor) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach. The terminated vendor shall support takeover of the solution by LIC, or a new vendor selected by LIC for continuity of the project during the period of transition. This period of transition shall not exceed six months from the effective date of termination.

Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the RFP that are expressly or by implication intended to come into or continue in force on or after such termination.

- **Business continuity beyond contract period**

At the end of the contract period the vendor shall support takeover of the solution by LIC, or a new vendor selected by LIC for business continuity. The vendor will provide an expert facility to obtain the data/knowledge in a usable format. The vendor shall render all reasonable

assistance and help LIC and any new service provider engaged by LIC for smooth switch over and continuity of service.

- **Knowledge transfer**

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

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

## Section K: Enclosures

Bidders are required to submit their response to this RFP under a 'Three Bid' System consisting of:

- a) Eligibility Bid
- b) Technical Bid
- c) Commercial Bid (Indicative Price)

Bidders are required to submit the following annexure:

SN	Annexure	Annexure Name	Eligibility Bid	Technical Bid	Commercial Bid	To be submitted by successful bidder
1	Annexure A	Covering Letter	✓			
2	Annexure B	Bidder's Profile	✓			
3	Annexure C	Eligibility Criteria	✓			
5	Annexure D	Technical Bid Document		✓		
7	Annexure E	Commercial Bid (Indicative Pricing)			✓	
8	Annexure F	Declaration Regarding Non-Blacklisting/Debarring	✓			
9	Annexure G	Performance Bank Guarantee				✓
10	Annexure H	Bank Guarantee for EMD	✓			
11	Annexure I	Bill of quantity and bifurcation of commercial bid in percentage format		✓		
12	Annexure J	Contract Form				✓
13	Annexure K	Non-Disclosure Agreement (NDA)				✓
14	Annexure L	Online Tendering Guidelines Information and Instruction to the Bidders for using ONLINE ELECTRONIC TENDERING SYSTEM (e-TS)				
15	Annexure M	Authorization for signing of all documents related to RFP	✓			
16	Annexure N	Land Border Declaration	✓			
17	Annexure O	Integrity Pact	✓			

Executive Director (ERM) & CRO

## Annexure A: Covering Letter

The Executive Director (ERM) & CRO,  
LIC of India, Central Office,  
Cyber Security Department,  
2nd Floor, Jeevan Seva Building,  
Santacruz (West), S. V. Road, Mumbai – 400054

Date

Dear Sir/Madam,

### Sub: Covering Letter

**'Life Insurance Corporation of India – Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership**

**CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026**

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

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We have not induced or attempted to induce any other bidder to submit or not to submit a bid for restricting competition.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- We are submitting the bid after fully agreeing to all the terms and conditions of RFP 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 RFP.
- If our Bid for this RFP/tender is accepted, we undertake to enter into and execute at our cost, when called upon by LIC to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- 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.
- The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by LIC, without any exception.
- If our bid is accepted, we will obtain and submit to LIC the guarantee of a bank in the form prescribed by LIC for the amount as decided by LIC

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 \_\_\_\_\_ 2026

Thanking you,  
Authorized Signatory of the bidder  
Name:  
Designation:  
Date:  
Place:  
Seal of the company

## Annexure B: Bidder's Profile

### Incident Response Retainership Services (IRR)

*(Note: Bidders to remove the points (Part-A/Part-B) whichever is not applicable)*

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>Details of authorization given for signing of all documents related to RFP</b>		
	a) Name and Designation		
	b) Telephone number/ Mobile No.		
	c) E-mail ID		
	<b>Authorization for signing of all documents related to RFP</b>		
5	a) Name and Designation		
	b) Telephone number/ Mobile No.		
	c) E-mail ID		
	<b>Financial Parameters</b>		
6	Business Results (last three years)	Annual Turnover (Rs. In Crores)	Net Worth (Rs. In Crores)
	2022-2023		
	2023-2024		
	2024-2025		
	(Only company figures need to be mentioned. Not to include group/ subsidiary company figures)	(Mention the above amount in INR only)	
8	Details of EMD as Bank Guarantee Amount of EMD (INR 15,00,000 (Rupees Fifteen Lakh Only) BG No. BG date Name of Issuing Bank		
9	Address of Office in Mumbai		
10	Whether all annexure with evidences submitted?		

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

### Incident Response Retainership Services (IRR)

SN	Eligibility Criteria	Documents to be Submitted
1.	<p>The Bidder should be a registered legal entity in India.</p> <p><b>Please refer to Appendix C1</b></p>	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.
2.	<p>The Bidder should hold a valid GST registration and PAN Card.</p> <p><b>Please refer to Appendix C1</b></p>	Attested copies of documentary proof.
3.	<p>Bidder/OEM should have placed in the 'Cyber Security Incidence Response Services' in the Leader, and Strong Performers in the Q2-2024 Forrester Wave report for cyber security incident response services.</p> <p><b>Please refer to Appendix C2</b></p>	2024 Forrester Wave report-Q2 for cyber security incident response services to be enclosed.
4.	<p>The Bidder should have a minimum annual turnover of Rs. 25 Crores in each previous three financial years 2022-2023, 2023-2024 and 2024-2025 and should have a positive net worth in previous three financial years 2022-2023, 2023-2024 and 2024-2025.</p> <p>For bidder applying under MSME the bidder should have a minimum annual turnover of Rs. 5 Crore in each of the previous three financial years (2022-2023, 2023-2024 and 2024-2025)</p> <p><b>Please refer to Appendix C3</b></p>	Audited Financial statements / balance sheet /CA Certificate for the respective financial years.
5.	<p>The Bidder/OEM should have at least 10 professionals having valid certification of OSCP/GCIH/GCFA/GCFE/CISSP/CHFI etc. as full time employee.</p> <p><b>Please refer to Appendix C4</b></p>	<p>Copy of the valid certificate to be enclosed. Multiple certificates will not be considered.</p> <p>Declaration on company letter head duly signed by the authorized signatory of the bidder.</p>
6.	<p>The OEM or the bidder who are directly participating should have experience of minimum 7 years in providing the Incident Response Retainership Services as on 31.12.2025.</p> <p>Purchase order must be in the name of the bidder.</p> <p><b>Please refer to Appendix C5</b></p>	Documentary Proof of order / contract copy / customer citation.
7.	<p>Bidder/OEM should have experience in Incident Response Retainership / Compromise Assessment completion in at least three (3) cases in BFSI sector having Minimum 500 branches /Govt. Sector in India/regulatory bodies/Big companies of turnover more than 500 crores in the preceding seven (7) years as on 31.12.2025.</p> <p>Purchase order must be in the name of the bidder.</p> <p><b>Please refer to Appendix C5</b></p>	Documentary Proof of order / contract copy / customer citation.
8.	<p>Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India in last 7 years as on 31.12.2025.</p> <p>(Start and End Date of the Project to be mentioned) in the past</p> <p>(At least five client references are required)</p> <p>Purchase order must be in the name of the bidder.</p> <p><b>Please refer to Appendix C6</b></p>	Bidder should specifically confirm on their letter head in this regard Annexure-C
9.	<p>The Bidder should not have been blacklisted or debarred by Government of India / RBI / SEBI / IRDAI / BFSI sector organizations as at 31.12.2025.</p> <p>However, such blacklisting will be null and void for the purpose of bidding in this RFP, if the bidder has obtained stay order in any court of India.</p> <p>Please refer to Annexure-F and <b>Appendix C7</b></p>	Declaration on company letter head duly signed by the authorized signatory of the bidder.

SN	Eligibility Criteria	Documents to be Submitted
10.	<p>Vendors and OEMs currently engaged in LIC projects like Security Operations Centre (SOC), attack surface monitoring, Red Team Assessment, conducting the assurance audit awarded through previous RFPs shall not be eligible to participate in this RFP.</p> <p><b>Please refer to C-8</b></p> <p><b>(To submit a declaration on company letter head duly signed by the authorized signatory of the bidder.)</b></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.
- The bidder who successfully qualifies in the eligibility criteria, only their technical bids will be subsequently opened for further evaluation.

## Appendices

**1. Appendix-C1:**

- a. Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.
- b. Attested copies of documentary proof of valid GST registration and PAN Card.

#	Date of issue	Issuing Authority	Address of the Organization	Evidence	Pg. No. in current document
<b>Certificate of Incorporation issued by Registrar of Companies</b>				<b>C1.1</b>	
#	Number	<b>Date of issue</b>			
<b>PAN Card</b>				<b>C1.2</b>	
<b>GST registration</b>				<b>C1.3</b>	

- C.1.1: Kindly hyperlink the respective Evidence in above table
- C.1.2: Kindly hyperlink the respective Evidence in above table
- ...

**2. Appendix-C2:**

Bidder should have placed in the 'Cyber Security Incidence Response Services' in the Leader, Strong Performers and Contenders in the 2024 Forrester Wave report for cyber security incident response services.

2024 Forrester Wave report-Q2 for cyber security incident response services to be enclosed.

**3. Appendix-C3:**

The Bidder should have a minimum annual turnover of Rs. 25 Crores in each of the previous three financial years 2022-2023, 2023-2024 and 2024-2025 and should have a positive net worth in previous three financial years 2022-2023, 2023-2024 and 2024-2025.

For bidder applying under MSME the bidder should have a minimum annual turnover of Rs. 5 Crore in each of the previous three financial years (2022-2023, 2023-2024 and 2024-2025). Bidder to provide applicable signed documents audited Balance sheet, Profit/Loss statement of the firm.

#	Financial Year	Total turnover (INR)	EBITA	Evidence	Pg. No. in current

					document
1	2022-2023			C.3.1	
2	2023-2024			C.3.2	
3	2024-2025			C.3.3	

- C.3.1: Kindly hyperlink the respective Evidence in above table
- C.3.2: Kindly hyperlink the respective Evidence in above table
- ...

#### 4. Appendix-C4:

The Bidder/OEM should have at least 10 professionals having valid certification of OSCP/GCIH/GCFA/GCFE/CISSP/CHFI etc. as full time employee.

Provide details of personnel with valid certificates. (Multiple certificate holders shall be counted once only)

#	Resource Name	Certification Name	Certification Number /ID	Certificate Issuance Date	Certificate Expiry Date	Evidence	Pg. No. in current document
1						C.4.1	
2						C.4.2	
3						C.4.3	
						C.4.4	

- C.4.1: Kindly hyperlink the respective Evidence in above table
- C.4.2: Kindly hyperlink the respective Evidence in above table
- ...

#### 5. Appendix-C5:

The Bidder or the OEMs who are directly participating, should have experience of minimum 7 years in providing the compromise assessment/Incident Response Retainership Services.

Bidder/OEM should have experience in Compromise Assessment completion in at least three (3) cases in BFSI sector having Min. 500 branches /Govt. Sector in India/regulatory bodies/Big companies of turnover more than 500 crores in last 7 years as on 31.12.2025.

#	Name of Organization	Date of P.O/ Contract	Project Duration (in years)	Scope	Sector [BFSI/GOI/Reg. Bodies/Big Companies)	Turnover of Big Companies	No of Branches	Evidence	Pg. No. in current document
1		ABC	DD-MM-YYYY					C.5.1	
2		DEF	DD-MM-YYYY					C.5.2	

- C.5.1: Kindly hyperlink the respective Evidence in above table
- C.5.2: Kindly hyperlink the respective Evidence in above table
- ...

#### 6. Appendix-C6:

Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India in last 7 years starting as on 31.12.2025.  
(Start and End Date of the Project to be mentioned) in the past (At least five client references are required)

Particulars	Details of Client 1 [C6.1]	Details of Client 2 [C6.2]	Details of Client 3 [C6.3]	Details of Client 4 [C6.4]	Details of Client 5 [C6.5]
<b>Client Information</b>					
Client Name					
Client address					
Name of the contact person and designation					
Phone number of the contact person					
E-mail address of the contact person					
<b>Project Details</b>					
Name of the Project					
Start Date					
End Date					
Current Status (In Progress/Completed)					
<b>Size of Project</b>					
Value of Work Order (In Lakh) (only single work order)					

- C.6.1: Kindly hyperlink the respective Evidence in above table
- C.6.2: Kindly hyperlink the respective Evidence in above table
- ...

## 7. Appendix-C7:

The Bidder should not have been blacklisted or debarred by Government of India / RBI / SEBI / IRDAI / BFSI sector organizations as at 31.12.2025.

However, such blacklisting will be null and void for the purpose of bidding in this RFP, if the bidder has obtained stay order in any court of India.

Please refer to Annexure-F

## 8. Appendix-C8:

Vendors and OEMs currently engaged in LIC projects like Security Operations Centre (SOC), attack surface monitoring, Red Team Assessment, conducting the assurance audit awarded through previous RFPs shall not be eligible to participate in this RFP.

Declaration on company letter head duly signed by the authorized signatory of the bidder.

Authorized Signatory of the bidder

Name:

Designation:

Date:

Place:

Seal of the company

**Annexure D: Technical Bid Document**  
**CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026**  
**Incident Response Retainership Services (IRR)**

For any incident, the incident response retainership will be invoked by default, while forensic investigation services will be engaged on demand as a separate component, subject to LIC's decision.

SN	Technical Evaluation Criteria – Parameters
1.	Compliance to Technical Requirements (Non-compliant to Appendix-D1 will not be evaluated) <b>Please refer Appendix-D1 (Incident Response Retainership)</b>
2.	Compliance to Technical Requirements (Non-compliant to Appendix-D2 will not be evaluated) <b>Please refer Appendix-D2 (Forensic Investigation on Demand)</b>
3.	<p><b>Incidents which are not very critical will be covered under the scope of Appendix-D2.</b></p> <p>Technical presentation covering the Methodology &amp; Approach on IRR (not a tentative list):</p> <ul style="list-style-type: none"> <li>• Understanding of the objectives covered in the RFP</li> <li>• Skills, certifications and Experiences of Resources to be deployed and their availability</li> <li>• Approach &amp; methodology for conducting in-scope services.</li> <li>• Relevant Experience through successful project highlights of similar nature.</li> <li>• Hardware, software and license details to be provided</li> <li>• No of onsite resources to be deployed at LIC premises with certification</li> <li>• No of offsite full time resources to be deployed with certification</li> <li>• No of part time (shared) resources to be deployed with certification</li> <li>• Approach &amp; methodology for conducting in-scope services.</li> <li>• Relevant Experience through successful project highlights of similar nature.</li> <li>• Bifurcation of Commercial Bid document in percentage form to total contract value</li> <li>• Plan of Execution</li> <li>• Extensive library of Indicators of Compromise (IOC) and Threat Intelligence.</li> <li>• References to 25 MITRE Attack (Desirable)</li> <li>• List of 50 Security Researchers, Analysts, and Incident Responders</li> <li>• List of five (5) sample resumes that represent a typical team. Names of the individuals are not necessary.</li> <li>• Details of Tools to be used</li> <li>• Key Phases and Timelines to be demonstrated</li> <li>• Your IOC collection and validation process</li> <li>• Your threat intelligence sources</li> <li>• How you ensure IOC relevance and freshness</li> <li>• Demonstration of one assessment in line with the technical specification</li> <li>• How IOCs are correlated across hosts, logs, and network</li> <li>• Demonstration of one assessment in line with the technical specification</li> <li>• Key Phases and Timelines to be demonstrated</li> <li>• Bifurcation of Commercial Bid document in percentage form to total contract value</li> <li>• Type of Reports to be shared</li> <li>• Discussion on one assessment report without disclosing the Name of the organization in line with the Technical specification</li> </ul> <p>Bidder approach for executing the Project. The Presentation should cover Bidder's understanding on scope and methodology to be adopted for Incident Response Retainership as per project scope and technical specifications as mentioned.</p> <p>It should also cover bidder's past experience &amp; citations.</p> <p>(Maximum duration for presentation - 60 minutes or as decided by LIC)</p> <p><b>Please refer Appendix-D3</b></p>

## Appendices

### 1. Appendix D1: INCIDENT RESPONSE RETAINERSHIP

Sl. No.	Description	Bidders Response	Compliance [Yes/No]
<b>A.</b>	<b>Mandatory requirements for Service Provider/OEM</b>		
i.	Service provider must have at least 7 years of experience in incident response and forensic investigations related to Cyber Security incidents in Information Technology Infrastructure, across India and globally.		
ii.	Service provider must have deep knowledge of attack methodologies, background, objectives, target countries/verticals categorized by specific APT groups, especially Threat event occurrences in Asia-India Region and in financial sector around the globe.		
iii.	Service provider must use combination of their own tools, scripts, inbuilt tools in available in Operating system wherever applicable to perform the incident investigation in order to collect telemetry data across Perimeter, Network & Endpoint.		
iv.	The tools used by Service provider must include custom built tools as well as commercially available products such as Network sensors and log collector.		
v.	The tools used by Service provider must support telemetry data collections from IT Networks / Systems / Endpoints.		
vi.	If required, the service provider must have the ability to perform malware analysis and reverse engineering of malware samples using both automated and manual techniques and provide host-based and network-based indicators that are used to find the malware variants in the wild.		
vii.	As part of the engagement, the service provider shall support in all subsequent phases of incident management lifecycle – triage / analysis, containment, eradication and recovery, and post-incident review.		
viii.	The service provider shall be equipped with tools and processes to ensure chain of custody is maintained throughout the engagement, secure handling (during incident response) and secure disposal of information (upon completion off incident response).		
ix.	Extensive library of Indicators of Compromise (IOC) and Threat Intelligence should be utilized during assessment to analyze network traffic, servers, PCs, network devices, and critical log data during assessment.		
x.	Service provider must have in-house capabilities or past experience to engage with law enforcement agencies and CERT-In to aid in investigations. Public reference on case studies of your engagement with law enforcement agencies shall be provided.		
xi.	The Service provider must have responded to more than 50 cyber security incidents in last 10 years India, out of which at least 5 belongs to incident response in BFSI sector.		
xii.	The Service provider must have cumulative experience of 5000 hours in last five year in cyber security investigations.		
xiii.	The Service provider must have more than 25 MITRE Attack references.		
xiv.	The Service provider must be able to provide profiles of at least 5 Advanced Persistent Threat (APT) / Threat Actor groups with comprehensive insights built based on tracking-of and responding to threats/breaches originating from these APT groups.		

Sl. No.	Description	Bidders Response	Compliance [Yes/No]
xv.	The Service provider must have dedicated team of more than 50 Security Researchers, Analysts, and Incident Responders.		
xvi.	At least five (5) relevant client references for incident response shall be provided, for each reference include (client name may be redacted to comply with NDA); <ul style="list-style-type: none"> <li>• Nature of the engagement, dates of the engagement,</li> <li>• Name (or description) of the client firm, and a summary of the activities Bidder performed.</li> <li>• If necessary, references can be interviewed via blind conference calls to protect Bidder's previous clients' confidentiality.</li> </ul>		
xvii.	Provide incident response engagements have Bidder had in the past three (3) years involving APT group intrusions. Provide examples of the nature of the intrusion and major activities that Bidder performed, or consulted with the customer organization to perform, in the past three (3) to remediate the intrusion.		
xviii.	Provide redacted incident response engagements have Bidder had in the past three (3) years involving ransomware attacks. Provide examples of the nature of the intrusion and major activities that Bidder has performed.		
xix.	Provide the experience Bidder's analysts have with malware analysis along with the tools used for incident response.		
xx.	Bidder should have an experience presenting information about incidents to a Board of Director level body. Provide details of Bidder's staff have this type of experience. .		
xxi.	Provide at least three (3) sample (redacted) final report for an incident response engagement.		
xxii.	Provide five (5) sample resumes that represent a typical team. Names of the individuals are not necessary.		
xxiii.	LIC will be responsible to provide all the hardware required for solution implementation, i.e. server/Virtual Machines and will provide RHEL OS and Mysql, if required as part of the solution. All other software (database, application etc.) required for this project should be provided by bidder, included in BoQ and prices quoted for in the Commercial Bid Document.		
xxiv.	The bidder must supply a thorough inventory of the hardware components required for the planned implementation. This bill of Quantity (BoQ) should be itemized separately for all the environments, including DC, UAT and Disaster Recovery (DR). The BoQ should include, but is not limited to, the following details:  In Scope solutions Components <ul style="list-style-type: none"> <li>✓ Site/Environment</li> <li>✓ Type (VM/Physical)</li> <li>✓ OS name other than RHEL</li> <li>✓ Mysql as database license</li> <li>✓ Database details, if other than Mysql</li> <li>✓ CPU/vCPU</li> <li>✓ VLAN requirement (VLAN or Internet)</li> <li>✓ RAM</li> <li>✓ Hard Disk Size</li> <li>✓ Software pre-requisites (.NET framework, IIS, IE, any other OS services, etc.)</li> <li>✓ If any missing requirements are discovered during installation, and the bidder will be obliged to provide them free of cost.</li> </ul>		
<b>B.</b>	<b>SKILL and Experience of resources deployed for Incident Response</b>		
i.	The resources /consultants engaged in the activity must have at least 5 years hands on experience in identifying compromises and responding to security breaches.		

Sl. No.	Description	Bidders Response	Compliance [Yes/No]
ii.	<p>The incident responders should be holding at least any two of the following professional certifications:</p> <ul style="list-style-type: none"> <li>• GIAC Cyber Threat Intelligence (GCTI), or</li> <li>• GIAC Certified Forensic Analyst (GCFA), or</li> <li>• GIAC Certified Incident Handler Certification (GCIH) or</li> <li>• EC-Council Certified Incident Handler v2 (E CIH), or</li> <li>• Certified Information Systems Security Professional (CISSP) or</li> <li>• GIAC Cloud Forensics Responder (GCFR) or</li> <li>• GIAC Network Forensic Analyst (GNFA) or</li> <li>• GIAC Reverse Engineering Malware Certification (GREM) or</li> <li>• Computer Hacking Forensic Investigator (CHFI) or</li> <li>• Offensive Security Certified Professional (OSCP)</li> </ul>		
iii.	The consultants engaged in the activity must have at least 3 years of hands on experience in threat hunting / malware/ IOC analysis.		
iv.	The consultants engaged in this activity must have experience of dealing with Compromise assessment and Incident response projects of multinational financial institutions.		
v.	The consultants engaged in this activity must have at least 3 years hands on experience with SOC, either in advisory or operational capacity.		
vi.	The consultant shall engage resources for implementation of various job activities required to complete this assessment by giving a detailed item wise plan of action.		
<b>C.</b>	<b>Methodologies for handling of Cyber Incident and response</b>		
i.	The Bidder must be able to Conduct host-based sweeping activities.		
ii.	The Bidder must be able to search for malware and tools linked to specific attack groups that are collectively known as Advanced Persistent Threat (APT) groups.		
iii.	The Bidder must be able to utilize a mix of automated and manual techniques to identify indicators of compromise.		
iv.	The Bidder must be able to search for various artifacts not limited to: staging paths, persistence mechanisms, lateral movement mechanisms, registry keys, etc.		
v.	The Bidder must have to capability to sweep the Endpoint with IOC's related to Custom Malware looking for Persistence Mechanism and Lateral Movement techniques.		
vi.	The Bidder must be able to scan windows end points, Linux end points, servers and virtual environments to identify evidence of compromise.		
vii.	The Bidder must have an ability to scan different flavors of Windows, Linux, Unix etc. environments for evidence of compromise.		
viii.	The Bidder must be able to also search for malware and tools associated with non-APT groups.		
ix.	The Bidder must inspect IT systems for IOCs Identifying file names and hashes of known malware and utilities.		
x.	The Bidder must inspect IT systems for IOCs Analyzing file import tables of each executable file for specific IOCs.		
xi.	The Bidder must inspect IT systems for IOCs Reviewing all running processes and network connections for references to known "hostile" domains.		
xii.	The Bidder must inspect IT systems for IOCs Inspecting registry keys and values associated with known malware, and for persistence mechanisms that could lead to the detection of unknown malware.		
xiii.	The Bidder must inspect IT systems for IOCs Identifying specific global mutexes used by processes.		

Sl. No.	Description	Bidders Response	Compliance [Yes/No]
xiv.	The Bidder must inspect IT systems for IOCs Detecting rootkits, hidden files, hidden processes etc.		
xv.	The Bidder must be able to analyses Web Shells for evidence collection.		
xvi.	The Bidder must be able to analyze event logs generated from different IT systems for evidence collection.		
xvii.	The Bidder must be able to automate collection and analysis of evidence and minimize manual activities.		
xviii.	The Bidder must be able to analyse a majority of assets (at least 85% or higher) and not limit to dipstick analysis on a limited set of assets.		
xix.	The Bidder must be able to Conduct network monitoring activities.		
xx.	The Bidder must have the capability to sweep the Network with IOC's related to Custom Malware looking for Lateral Movement techniques.		
xxi.	The Bidder must be able to monitor the Network traffic for Backdoor command and control protocols.		
xxii.	The Bidder must be able to monitor the Network traffic for Communication to IP addresses that are associated with targeted attacker activity.		
xxiii.	The Bidder must be able to monitor the Network traffic for Resolution of domain names that associates with targeted attacker activity.		
xxiv.	The Bidder must be able to monitor the Network traffic for Certificates that are used by attackers to encrypt malicious traffic.		
xxv.	The Bidder must be able to Conduct log data analysis activities.		
xxvi.	If required, the Bidder must have the ability to perform malware analysis and reverse engineering of malware samples using both automated and manual techniques and provide host-based and network-based indicators that are used to find the malware variants in the wild.		
xxvii.	If required the Bidder should be able to assist for an incident response, from the initial detection to the final resolution of the incident.		
xxviii.	The bidder must able to provide Signatures, YARA rules, detection rules, block rules for the solution deployed in LIC environment such AV, SIEM, EDR, IDS/IPS, WAF, Load balancer, NBAD, Active Directory, etc. in order to detect the presence of IOC or revert the back the changes made by the attacker.		
xxix.	Bidder must be able to perform non-intrusive IRR activities such as log collection, scanning activity, IOC scans using inbuilt tools in cases if agent installation or vendor proposed tool installation is not possible.		
xxx.	The bidder shall identify and document all potential entry points through which cyber attackers may gain access to the network.		
xxxi.	The bidder shall review and update the existing "Cyber Crisis Management Plan" to ensure it includes clearly defined roles and responsibilities. Also to ensure they remain current, comprehensive, and compliant with applicable legal, regulatory, and contractual requirements. Develop all documents, procedures, and ancillary materials required for the project.		
<b>D.</b>	<b>WORKSHOPS</b>		
i.	The successful vendor should conduct two in-person workshop/hands-on trainings for LIC's official, during the contract period. The content of the training/workshop will be such that it should facilitate LIC's team members in responding to Cyber Security incident. Three days of Incident Response training and certification for LIC's		

Sl. No.	Description	Bidders Response	Compliance [Yes/No]
	Security team aligned with IRR Activities should be provided by the vendor. The successful vendor shall arrange to provide Hands-on simulation based training on well-known Cyber Security Incidents.		
<b>E.</b>	<b>ANALYSIS AND REPORTING OF INCIDENTS</b>		
i.	The various Incident Response handling process, analysis, reporting should follow the standard frameworks such as NIST, Lockheed Martin cyber kill chain process, MITRE ATT&CK, diamond model etc.		
ii.	The Security Vendor must be able to provide comprehensive detail of compromise(s) and attack flow(s) if LIC is found compromised.		
iii.	The Security Vendor must be able to Provide Executive reports for Senior Management and non-technical stakeholders with the details of the scanning results and evidence.		
iv.	The Security Vendor must be able to analyse and provide context and intel related to any evidence(s) of compromise found instead of purely enumerating list of the same.		
v.	At the end of the any particular IRR activity, Bidder should provide written confirmation that the infrastructure is free of threat/infection, or the presence of threat actor is seen after agreed monitoring time from both parties.		
vi.	Draft report of the incidents to be vetted by LIC. Reports should not be shared to unauthorized entities without written consent from LIC.		
vii.	Draft detailed report for law enforcement agencies, regulators, communication with internal and external stakeholders.		
<b>F.</b>	<b>DELIVERY OF IRR SERVICES AND SCOPE</b>		
i.	<p><b>Phase 1: Incident Response Readiness Assessment (IRRA).</b></p> <p>This phase will Improve LIC's Incident Response Plan and Procedures. In this phase vendor will help LIC to establish an incident response capabilities so that LIC is ready to respond to it. Under this preparation phase, this involves preparing for potential cyber incidents by establishing incident response plans, identifying the procedural and technical gaps in existing IT Setup w.r.t. incident response readiness, creating an incident response team representative from LIC and IRR vendor personals, defining roles and responsibilities, and implementing monitoring and detection systems.</p> <p>Workshops/assessment to be conducted with various stakeholders in LIC in order to understand LIC environment to enable to Bidders Incident response team to respond, mitigate, recover from attacks as soon as possible. This phase is to review LICs existing Incident response plans, technologies deployed, log sources in place to detect/analyses to be checked and reediness in order to respond to attacks/breaches within stipulated timelines.</p>		
ii.	The vendor should perform the gap assessment on existing SOP of Cyber Security incident handling/ Cyber crisis management plan and various other procedure documents.		
iii.	<p>The IRRA should not be only limited to meetings/workshops/trainings, but Infrastructure manipulation capabilities also to be assessed based on various real time use cases, but not limited to;</p> <ol style="list-style-type: none"> <li>1. Centralized deployment/execution of IOC scanners or other tools designed to obtain digital evidence.</li> <li>2. Credentials management (e.g. password change policies)</li> <li>3. System backup architecture and backup recovery.</li> <li>4. Logging security event sources</li> <li>5. Log sources / security controls check.</li> <li>6. Assessment of readiness to respond, mitigate, recover from various attack scenarios, but not limited to;</li> </ol>		

Sl. No.	Description	Bidders Response	Compliance [Yes/No]
	<ul style="list-style-type: none"> <li>i. Espionage by threat actors (including state-sponsored groups)</li> <li>ii. Watering hole attacks</li> <li>iii. Trusted relationship attacks</li> <li>iv. Supply chain attacks</li> <li>v. ATM jackpotting</li> <li>vi. Ransomware attacks</li> <li>vii. Unauthorized access to servers</li> <li>viii. Unauthorized access to databases</li> <li>ix. Unauthorized access to web applications or security bypass attacks</li> <li>x. Unauthorized access to network equipment</li> <li>xi. Insider attacks (leaks)</li> <li>xii. Insider attacks (disruption, sabotage)</li> <li>xiii. Insider attacks (unauthorized access)</li> <li>xiv. Insider attacks (unauthorized crypto-currency mining)</li> <li>xv. Infection using botnets.</li> <li>xvi. Phishing campaigns (links)</li> <li>xvii. Phishing campaigns (attachments)</li> <li>xviii. Crypto-currency mining malware attacks</li> <li>xix. Cyber-physical attacks</li> </ul> <p>7. The log sources / security controls should include, but not limited to</p> <ul style="list-style-type: none"> <li>i. Active directory logs</li> <li>ii. Network traffic logs</li> <li>iii. Event logs from endpoints and servers (at the OS, database and application level)</li> <li>iv. EDR</li> <li>v. SIEM</li> <li>vi. VPN connection logs</li> <li>vii. Web access logs</li> <li>viii. Antivirus software logs</li> <li>ix. Authentication logs</li> <li>x. Logs of user authorization and activities on business systems</li> <li>xi. Audit logs of user actions on virtual machine servers</li> <li>Checking sources and performance of SIEM systems</li> <li>xii. Email etc.</li> </ul>		
iv.	The vendor will help LIC to prepare incident response team's specific technical methods, strategies, checklists, and forms based on gap assessment.		
v.	The vendor will provide recommendations on how to improve incident response readiness.		
vi.	The vendor will provide recommendations on how to reconfigure or upgrade existing security event monitoring.		
vii.	The vendor will setup the dedicated IT infrastructure for LIC within India, either physical or in cloud instance (cloud region should be located within India or specific the region of the Incident occurrence), which will be utilized and accessed remotely by IRR analysts, during incident response for log analysis and correlation. No logs or metadata should be transferred outside of India. The cloud instance should be preserved at least for 3 years of end of contract or based on agreed retention period as per LIC written confirmation.		
viii.	MITRE ATT&CK coverage for the most valuable tactics, techniques, and sub-techniques.		
ix.	<p>During Incident response readiness review exercise the vendor should clearly define below modalities in detail.</p> <ul style="list-style-type: none"> <li>• Incident Response Retainership team structure and responsibilities</li> </ul>		

Sl. No.	Description	Bidders Response	Compliance [Yes/No]
	<ul style="list-style-type: none"> <li>Communication between different teams (Stakeholders from LIC) will take place in case of Cyber Incident</li> <li>Procedure of sharing evidence / access to the required logs.</li> <li>The selected vendor will help LIC to prepare and regularly update IRR Playbooks for LIC.</li> </ul>		
x.	<p>Establishing required Infrastructure to handle Cyber Incident/ sharing evidence:</p> <ul style="list-style-type: none"> <li>The successful vendor should establish a process, and deploy/install necessary hardware, software, sensors, scripts, agents for collection of evidence for incident analysis, and</li> <li>Assist in clearing/signoff of Comprehensive security review (CSR) of such tools, devices, and technologies before completion of Phase 1 (IRRA)</li> </ul>		
xi.	Recommendations on how to reconfigure or upgrade existing security event monitoring systems, backup solutions, security devices, etc.		
xii.	Incident Response Readiness Assessment Report.		
xiii.	Incident Response Readiness Assessment Guide.		
xiv.	<b>Phase 2: Incident Identification</b> – The remaining man hours will be utilized in onwards phases, on actual utilization and deployment of IRR services.		
xv.	This phase will involve identifying a potential incident by collecting and analyzing data from various sources, such as intrusion detection systems, log files, applications, devices and network traffic.		
xvi.	24 * 7* 365 days dedicated India and domestic support facility for incident response shall be made available by the vendor. The vendor IRR staff should be well trained to effectively handle queries raised by LIC, whenever a phone call/ email /alert received from LIC's dedicated Officials for probable incident.		
xvii.	The Service provider should start the Incident Response within 4 Hours of reporting of alert from LIC. Upon confirmed breach, the IR analyst should immediately start working on preliminary information submitted by LIC. The IR analyst should be at onsite location of breach, if required, as per timelines mentioned in this RFP.		
xviii.	<b>Phase 3 – Containment:</b> In this phase, the IR (incident response) team will work to contain the incident to prevent the further damage to IT assets. This may involve, and not limited to, isolating affected systems, disconnecting them from the network, or shutting them down.		
xix.	The vendor should help LIC to contain the Cyber Security Incident and to eliminate components (Malware, Threat actor) of the Cyber Security Incident.		
xx.	The vendor should assist LIC in identifying and mitigating all vulnerabilities that were exploited by the Threat Actor.		
xxi.	<b>Phase 4 - Analysis:</b> This phase will involve analyzing the incident to determine the scope, cause, and extent of the damage. The IR team may further gather and examine evidence, interview witnesses, and use forensic tools to identify the attacker and their methods.		
xxii.	Log retention and the logs collected/processed should be available for export in supported formats and not associated with any proprietary formats for audit/compliance purposes.		
xxiii.	The vendor should restore the attacked system/ operations to normal state and should ensure that the systems are functioning normally and remediate vulnerabilities to prevent similar incidents.		
xxiv.	The vendor should be able to perform investigation on different technologies, assets inclusive of all technologies, applications, devices residing in LIC's IT-Ecosystem and the various resources		

Sl. No.	Description	Bidders Response	Compliance [Yes/No]
	required during the investigation should be scalable.		
xxv.	<b>Phase 5 Eradication:</b> This phase involves removing the threat and restoring affected systems to their original state. For example, this may involve deleting malware, applying software patches, recommendation of closing vulnerability, exploit used by the threat actor to gain access to the network or restoring from backups. It should be made sure that eradication of threat is to be carried out without disruption to the business.		
xxvi.	<b>Phase 6 Recovery/Monitoring:</b> In this phase, the incident response team works to restore normal business operations and ensure that all systems are functioning properly. This shall also involve conducting user awareness training, updating policies and procedures, and reviewing incident response plans. The bidder should perform continuous monitoring of the network/in for the agreed period of time based on the severity of incident in order to make sure that there is no remanence of the threat actor left in the network.		
xxvii.	<b>Phase 7: Reporting &amp; Lesson learned:</b> The successful vendor should provide.		
xxviii.	Threat Briefing with Executive Board Members. Assist in reporting and notification to Regulatory and statutory authorities, Law Enforcement Agencies, communication to external and internal customers, LIC's Corporate communication handling Public Relations & Social Media Department, Human Resource Department, News publication etc. Root cause analysis of the incident for corrective actions to be submitted to LIC for improvements in robustness and resilience in Cyber Security posture of LIC's IT infrastructure.		
xxix.	In the final phase, i.e. lesson learned, for improvement in Incident Response capabilities of LIC. The incident response team should conduct a post-incident review to identify what worked well and what could be improved for future incidents. The IR team must give inputs to update LIC's incident response plan and suggest action plan for implementing necessary changes.		
xxx.	Upon submission of final report, the successful bidder shall not retain any data, and all hard drives consumed will be completely wiped out and reused by the successful bidder in future.		

## 2. Appendix-D2: Forensic Investigation on Demand

Sl. No.	Description	Bidders Response	Compliance [Yes/No]
<b>A.</b>	<b>Information Gathering</b>		
i.	Understand the chronology of events leading to the incident as well as incident reports (if available) based on assessment done by different service providers/OEM's/Vendors.		
ii.	Obtain an understanding of underlying IT infrastructure (including but not limited to) Server's configuration, existing EDR/security solutions, firewall details, network security configurations, antivirus details and the SIEM applications integration, if any.		
iii.	Assess the nature & quantum of information available for analysis.		
iv.	Identify the data points to be collected and analyzed.		
v.	Understand the nature & quantum of logs/information available for analysis..		
vi.	Understand the roles of various internal and/or external stakeholders involved in the incident.		
<b>B.</b>	<b>Forensic investigation</b>		
i.	Perform forensic imaging and acquisition of the identified devices, data, system artefacts and / or relevant logs in order to attempt to		

Sl. No.	Description	Bidders Response	Compliance [Yes/No]
	determine the potential modus operandi associated with the cyber incident.		
ii.	Perform parsing & processing of collected logs and system artefacts.		
iii.	Subsequent forensic analysis and further co-relation, to identify the potential threat actors and outliers.		
iv.	Perform deep dive forensic analysis of identified systems, devices and systems and logs captured in the system.		
v.	Perform forensic fact-finding analysis of the incident with the objective to identify initial ingress point, egress points, lateral movement, and persistence of threat vectors, if any and identify the root cause of incident.		
vi.	Identify the malicious activities with respect to 5Ws + H (Why, When, Where, What, Who, How).		
vii.	Attempt, to the extent feasible identify the modus operandi of the attacker and determine if the attacker persisted in the Company network.		
viii.	Attempt, to the extent feasible the tools, tactics, techniques, and procedures (TTPs) adopted by the attacker.		
ix.	Identify and perform root cause analysis.		
x.	Perform evidence collection for legal and regulatory purposes. Bidder to ensure that acquisition performed should be acceptable in the court of law.		
xi.	Maintain Chain of Custody to Ensure evidence is securely stored and tracked at every step.		
xii.	Perform host, network, memory, and malware analysis; correlate across SIEM/EDR/NDR mapped to MITRE ATT&CK.		
xiii.	Analyze and report incidents based on severity		
C.	<b>Reporting and Presentation</b>		
i.	Prepare a draft assessment report and discuss findings with stakeholders. Deliver preliminary and final forensic reports, executive summaries, and regulatory support.		
ii.	No of entry points through which attackers can infiltrate into LIC network/systems.		
iii.	Collate the information obtained from different sources and submit a fact-finding Report.		
iv.	Remediation recommendations		
v.	Prepare a final fact-based report summarizing the outcomes of the work steps carried out and the information gathered from various sources.		

### 3. Appendix D3: Technical Presentation

The bidder shall provide a technical presentation related to the in-scope services. The presentation date shall be conveyed to the bidders.

Scope of the Presentation (Tentative list):

- Understanding of the objectives covered in the RFP
- Skills and Experiences of Resources to be deployed and their availability
- Approach & methodology for conducting in-scope services.
- Relevant Experience through successful project highlights of similar nature.
- Extensive library of Indicators of Compromise (IOC) and Threat Intelligence.
- References to 25 MITRE Attack (desirable).
- List of 50 Security Researchers, Analysts, and Incident Responders
- List of five (5) sample resumes that represent a typical team. Names of the individuals are not necessary.
- Details of Tools to be used
- Process of Data Gathering

- Methodology and approach to be adopted
- Incident analysis
- Bifurcation of Commercial Bid document in percentage form to total contract value
- Discussion on one assessment report without disclosing the Name of the organization in line with the Technical specification
- Reports to be shared

**Before the Presentation:** Share the soft copy (PDF) of the document with the relevant parties. This can be sent via email or shared through a file transfer platform.

**After the Presentation:** Provide a duly signed hardcopy of the document. This can either be handed over physically or mailed, depending on the situation. Additionally, the signed PDF version must be shared to maintain an electronic copy of the signed document.

**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 criteria should be part of the same response document. Proper naming and indexing should be done to avoid any ambiguity.
- The bidder who successfully qualifies in the eligibility criteria, only their technical bids will be subsequently opened for further evaluation.

Authorized Signatory of the bidder

Name:

Designation:

Date:

Place:

Seal of the company

## Annexure E: Commercial Bid (Indicative Pricing)

CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026

### Incident Response Retainership services

Please refer to enclosed excel sheet – “Annexure E: Commercial Bid (Indicative Pricing)”

The indicative Price Bid needs to contain the information listed hereunder and needs to be submitted.

For any incident, the incident response retainership will be invoked by default, while forensic investigation services will be engaged on demand as a separate component, subject to LIC's decision.

The selected vendor shall provide up to a maximum of 800 man-hours of Incident Response Retainership (IRR) services. These total man hours includes the hours required for Phase-1: Incident Response Readiness Assessment (IRRA) and actual services to be delivered. These man-hours may be utilized by LIC as and when a confirmed cyber security incident or threat occurs, as well as for readiness and other IRR-related activities.

The payment shall be calculated on a pro-rata basis, based on the actual number of man-hours utilized beyond 800 hours, subject to proper justification.

The total cost may increase or decrease based on the number of hours executed: (a) should the number of hours exceed 800 hours, the cost will be adjusted upward; (b) should the number fall below 800 hours, the cost will be adjusted downward.

Payment will be released upon submission of the invoice after completion of IRR upon acceptance of all project deliverables by LIC.

In the event that no IRR activities (beyond IRR) are performed during the financial year, the cost for the IRR services will still be payable after the end of the financial year.

(Amount quoted in INR exclusive of GST/CGST)

Amount as quoted in '**GRAND TOTAL**' will be the Total Cost of Ownership (TCO)/Total Project Cost which will be discovered in the reverse auction.

Eight man hours = One man day

Note:

- a. The bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
- b. If the cost for any line item is indicated as zero then it will be assumed by LIC that the said item is provided to LIC without any cost.
- c. All deliverables to be supplied as per RFP requirements provided in the tender
- d. The Service Charges need to include all services and other requirement as mentioned in the RFP
- e. The bidder has to make sure all the arithmetical calculations are accurate. LIC will not be held responsible for any incorrect calculations however for the purpose of calculation LIC will take the corrected figures / cost.
- f. All prices to be in Indian Rupee (INR) only.
- g. Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response).
- h. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- i. If any of the milestones is part of the scope and not covered under commercial bid format then bidder has to provide the same in commercial bid format against any other charges as milestone wise separate line items.

j. All Quoted Commercial Values should comprise of values only up to 2 decimal places. LIC for evaluation purpose will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.

Please refer to excel sheet of Commercial Bid document and fill up accordingly.

Dated this ..... day of ..... 2026

Authorized Signatory of the bidder

Name:

Designation:

Date:

Place:

Seal of the company

## Annexure F: Declaration Regarding Non-Blacklisting/Debarring

Tender Document for Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership

CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026

### Incident Response Retainership services

*(Note: Bidders to remove the points (Part-A/Part-B) whichever is not applicable)*

To,

The Executive Director (ERM) & CRO,  
Life Insurance Corporation of India  
IT-CSD department, Central Office,  
2nd Floor, Jeevan Seva Building,  
Santacruz (W), S V Road,  
Mumbai - 400 054.

This has reference to the LIC's Tender CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026, regarding 'Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership'.

We \_\_\_\_\_ (name and address of the bidder) hereby confirm that we have not been black-listed/de-barred by any Govt./ Regulators like Government of India / RBI / SEBI / IRDAI, including LIC, during the last one year as on 31.12.2025.

Authorized Signatory of the bidder

Name:

Designation:

Date:

Place:

Seal of the company

## Annexure G: Performance Bank Guarantee

This Deed of Guarantee executed by the ----- (Bank name) a Nationalized/ Scheduled Bank within the meaning of the Reserve Bank of India Act and carrying out banking business including guarantee business at Mumbai and other places " having its head office at ----- (hereinafter referred to as "the Bank" ) in favor of Life Insurance Corporation of India, having its Central Office at Yogakshema, Jeevan Bima Marg, Nariman Point, Mumbai 400021, formed under the act of the Parliament LIC Act ,1956 (hereinafter referred to as LIC) for an amount not exceeding Rs. \_\_\_\_\_/- (5 % OF PURCHASE ORDER VALUE), at the request of (Vendor's Name & address) ----- (hereinafter referred to as the "Vendor").

This guarantee is issued subject to the condition that the Liability of the Bank under this guarantee is limited to a maximum of Rs. \_\_\_\_\_/- (5 % OF PURCHASE ORDER VALUE) and the Guarantee shall remain in force for a period up to \_\_\_\_\_ (date), and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the Bank on or before \_\_\_\_\_ (date) by LIC.

And Whereas ----- (Vendor's Name) having its head office at ----- has participated in the bid dated \_\_\_\_\_ and subsequent modifications to the tender dated \_\_\_\_\_ and as per the terms and conditions mentioned in the Tender Document.

And whereas the \_\_\_\_\_ (name & address of the bank) has agreed to give on behalf of the Vendor a guarantee, therefore we hereby affirm that we guarantee and are responsible to you on behalf of the vendor up to a total amount of Rs. \_\_\_\_\_/- (5 % OF PURCHASE ORDER VALUE) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you within the limit of Rs. \_\_\_\_\_ (5 % OF PURCHASE ORDER VALUE) as aforesaid, without your need to prove or show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank.

### NOT WITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:

1. The Bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise.
2. Our liability under this guarantee is restricted to a sum of Rs. \_\_\_\_\_/- (5 % OF PURCHASE ORDER VALUE).
3. The Bank Guarantee will be valid for a period up to \_\_\_\_\_.
4. A written claim or demand for payment under this Bank Guarantee is the only condition precedent for payment of part/ full sum under the guarantee to LIC.
5. LIC need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

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

DATED AT THIS DAY OF

SEALED AND SIGNED BY THE BANK

## Annexure H: Bank Guarantee for EMD

### Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership

CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026

#### Incident Response Retainership services

(Note: Bidders to remove the points (Part-A/Part-B) whichever is not applicable)

This Deed of Guarantee executed by the \_\_\_\_\_ (Bank name) (hereinafter referred to as "the Bank") in favor of Life Insurance Corporation of India, having its corporate office at "Yogakshema", Jeevan Bima Marg, Mumbai – 400021 (hereinafter referred to as "LIC") for an amount not exceeding Rs. (Rupees only) at the request of (Supplier's Name & Address)\_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the "Supplier").

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

LIC need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee. This Bank Guarantee will be valid for a period up to \_\_\_\_\_ (for a period of 12 months from the date of submission)

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

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of 2026

## **Annexure I: Bill of Quantity**

## Incident Response Retainership Services (IRR)

Name of the Bidder:

Place:

Date:

Signature of Authorized person with Company seal

## Annexure J: Contract Form

(To be executed in a Rs. 500 or more stamp Paper)

### Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership

CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026

#### Incident Response Retainership Services (IRR)

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2026 between

Life Insurance Corporation of India, a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 and having its corporate office at "Yogakshema", Jeevan Bima Marg, Mumbai – 400 021, hereinafter referred to as "LIC" of the First Part,

And

<Name of vendor with address>hereinafter also referred to as "Vendor" of the Second Part.

#### WHEREAS

A. LIC has issued a Request for Proposal ("RFP") bearing reference no. CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026 for 'Life Insurance Corporation of India – Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership'.

B. <Name of Vendor> Limited is desirous to take up the project for 'Life Insurance Corporation of India – RFP/Tender Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership' and for that purpose has submitted its technical and financial proposals in response to LIC's RFP vide the Vendor's proposal dated \_\_\_\_\_, subsequent documents submitted on dates as described below and subsequent participation in Online Reverse Auction for the above RFP held on \_\_\_\_\_.

Sl. No.	Date	Event details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

C. LIC has evaluated the technical and financial proposals submitted by <Name of Bidder> and selected <Name of Bidder> as the successful bidder for 'Life Insurance Corporation of India – Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership' as outlined in

its RFP, subsequent corrigenda / clarifications and replies to queries at the final rates quoted by the Vendor which are replicated below:

### **Commercial Bid document submitted by vendor after online reverse auction**

D. In consideration of the aforesaid premises, it is proposed to enter into an Agreement, which shall set forth the mutually agreeable terms and conditions under which LIC shall procure from the Vendor and the Vendor shall supply and /or provide to LIC, the Services and Deliverables for the said project.

NOW, THEREFORE, in conclusion of the foregoing and other good and valuable consideration, as well as the covenants and understandings hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

#### **1. Project Reference Documents:**

The following documents shall be read as forming part of this Agreement:

- a) The Request for Proposal (RFP) Reference No.: CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026
- b) Clarifications and Modifications to LIC's RFP for 'Life Insurance Corporation of India – Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership.

Date	Event Details

- c) The Eligibility, Technical and Commercial Proposals submitted by <Name of Bidder> in response to the above RFP.
- d) LIC's e-mail dated \_\_\_\_\_ giving the details of ORA as the next step of the RFP process.
- e) The outcome of ORA held on \_\_\_\_\_ in response to the above RFP.
- f) The price bifurcation submitted by <Name of Bidder> in response to the above RFP after conducting the ORA.

#### **2. Project Duration, Scope of work and Time Lines**

- a) <M/s. -----Name of Bidder> shall have the sole responsibility of undertaking and performing all the obligations specified in this Agreement within the prescribed timelines during the validity of the contract. <M/s. -----Name of Bidder> in response to the above RFP shall not sub-contract any partners to undertake and perform all or part of the obligations specified in this Agreement.
- b) <M/s. -----Name of Bidder> shall not copy, share or transmit through any media or method any project related information without prior consent of LIC. <M/s. -----Name of Bidder> in response to the above RFP shall deliver all the requirements as specified in the RFP.

#### **3. Project Prices and Payments**

- a) There shall be no changes in the commercials during the validity of the contract period. b) LIC shall make payments at the rates specified in this agreement and as per the payment milestones specified in the RFP and other terms and conditions of the RFP.

#### **4. Miscellaneous**

- a) Neither party shall publicize nor disclose to any third party, without the consent of the other party, either the price or other terms of this Agreement, except as may be necessary to comply with any laws or other obligations stated in this Agreement.
- i) This Agreement together with the project reference documents as stated in paragraph number 1 and which are annexed hereto constitutes the entire agreement between LIC and <M/s. -----Name of Bidder> in relation to the above RFP. If any term or provision of the said entire agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the said entire Agreement shall not be affected. b) No variation in or modification of the terms of the Agreement shall be made except

by written amendment signed by both the parties. Neither party's failure to exercise any of its rights under this Agreement shall constitute or be deemed a waiver or forfeiture of those rights. c) The effective date of the Contract shall be the date on which duly executed copies of this Agreement as specified in the RFP are received by LIC. d) Notwithstanding anything mentioned in this agreement, the clauses and deliverables mentioned in project reference documents as stated in the paragraph no. 1 will be treated as final and binding.

"IN WITNESS WHEREOF" the party of the First part and party of the Second part have hereunto set and subscribed their hand and seals hereunto affixed the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

By \_\_\_\_\_

The Executive Director (ERM) & CRO Of the within named Life Insurance Corporation of India, The party of the first part above named

on \_\_\_\_\_ day of \_\_\_\_\_ 2026

In the presence of:

- 1)
- 2)

SIGNED, SEALED AND DELIVERED

By \_\_\_\_\_

The constituted and authorized representative of <M/s. -----Name of Bidder>, the party of the Second part above named on \_\_\_\_\_ day of \_\_\_\_\_ 2026

In the presence of:

- 1)
- 2)

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

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

**Selection of Service Provider for Incident Response Retainership**  
**CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026**

### **Incident Response Retainership Services (IRR)**

*(Note: Bidders to remove the points (Part-A/Part-B) whichever is not applicable)*

This Non-disclosure Agreement ("NDA") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and twenty-six (2026)

BY AND BETWEEN

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

AND

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

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

WHEREAS, the Respondent is aware that during engagement with LIC's 'Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership' the Respondent may be gathering information on LIC's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Respondent agrees 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 'Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership' 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 'Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership' 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, RFP or RFP 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 will use reasonable efforts to ensure that its employees will not disclose any information of LIC even after they cease to be the employees of the Respondent. The Respondent shall ensure this by its own internal agreements.

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

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

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

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

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.

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

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

The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of LIC 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 honor, 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:

## **Annexure L: Online Tendering Guidelines Information and Instruction to the Bidders for using ONLINE ELECTRONIC TENDERING SYSTEM (e-TS)**

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

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

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

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

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

- On e - Tendering System, the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.
- The contractors may obtain Class III digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic Tendering System (ETS):

E-Tenderhelpdesk	
<b>Address</b>	#24, SudhaComplex, 03 <sup>rd</sup> Stage, 04 <sup>th</sup> Block, Basaveshwaranagara, Bangalore-560079.
<b>email</b>	dscprocessingunit@yahoo.com

HelpDeskContactDetails
E-mail&MobileNumbers
sushant.sp@antaressystems.com:
+919731468511
lokesh.hr@antaressys tems.com--
+919686115304

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

#### **Submission of Tender Fees: (When Applicable)**

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

#### **Submission of Earnest Money Deposit: (When applicable)**

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

#### **Tender Download:**

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

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

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

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

## Annexure M: Authorization for signing of all documents related to RFP

### Selection of Service Provider for Incident Response Retainership CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026

#### Incident Response Retainership Services (IRR)

##### Authorization for signing of all documents related to RFP [Either (a) or (b) on bidder's letterhead]

###### (a) To be signed by the bidder's company's Board / Director / Managing Director

Date:

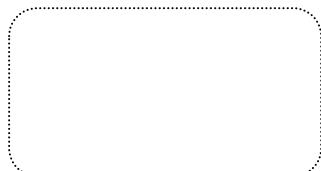
To,  
The Executive Director (ERM) & CRO,  
LIC of India, Central Office,  
2nd Floor, Jeevan Seva Building,  
Santacruz (W), S V Road,  
Mumbai - 400 054

Sir/Madam,

SUB: Authorization to sign on behalf of the Company for LIC RFP for 'Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership' Ref : CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026 **and all its subsequent modifications/clarifications.**

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

The signature of Mr. / Mrs. / Ms. \_\_\_\_\_ is as below.



(Signature of the Authorized Signatory)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2026

Yours faithfully,

**Signature(s):**

**Name(s):**

**Designation:**

**Name & Address of the company:**

**Seal of the Company**

**Contd.....**

**(b) To be signed by the bidder's Company Secretary**

Date:

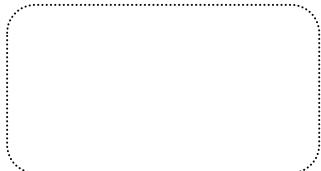
To,  
The Executive Director (ERM) & CRO,  
LIC of India, Central Office,  
2nd Floor, Jeevan Seva Building,  
Santacruz (W), S V Road,  
Mumbai - 400 054

Sir/Madam,

SUB: Authorization to sign on behalf of the Company for LIC RFP for 'Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership', Ref: CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026 **and all its subsequent modifications/clarifications.**

Mr./ Mrs./ Ms. \_\_\_\_\_ has been authorized by our Company Board/ Director/ Managing Director to sign the documents to be submitted for participation in the above referred RFP, and its subsequent modifications/clarifications, as "Authorized Signatory" on behalf of our company. The copy of our board resolution is enclosed herewith.

The signature of Mr. / Mrs./ Ms. \_\_\_\_\_ is as below.



(Signature of the Authorized Signatory)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

Yours faithfully,

**Signature(s):**

**Name(s):**

**Designation:**

**Name & Address of the company:**

**Enclosures:**

## Annexure N: Land Border Declaration

### Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026

#### Incident Response Retainership Services (IRR)

*(Note: Bidders to remove the points (Part-A/Part-B) whichever is not applicable)*

**The Executive Director (ERM) & CRO,  
Life Insurance Corporation of India  
Central Office, IT Dept, 2nd Floor,  
Jeevan Seva Building, S.V. Road,  
Santacruz (West), Mumbai 400 054**

Dear Sir,

Re: Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership, RFP Reference no. CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026.

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

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

Dated at this day of 2026

Authorized Signatory

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

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

## Annexure O: Integrity Pact

### Life Insurance Corporation of India - Selection of Service Provider for Incident Response Retainership

CO-ERM-IT-CSD/2025-2026/IRR dated 9th January, 2026

#### Incident Response Retainership Services (IRR)

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

#### PRE CONTRACT INTEGRITY PACT

##### General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ..... day of the month of ..... 2025, between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part.

And M/s. ..... represented by Shri.....(Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure ..... (Name of the Stores/ Equipment/Item/Service) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

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

NOW, THEREFORE,

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

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

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

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

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

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

1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the "**Chief Vigilance Officer**" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.

3.4 BIDDERS shall disclose the payments to be made by them to their agents / brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part

of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.

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

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.

3.14 The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.

(vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

## **6. Independent Monitors:**

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

Name, address, email of the Monitor(s):

- ❖ **Shri Arun Chandra Verma, IPS (Retd.),**  
Flat no-C-1204, C Tower, Amrapalli, Platinum Complex, Sector-119, NOIDA, Uttar Pradesh  
Email Address: acverma1@gmail.com  
Contact no.: (+91) 8130386387
- ❖ **Shri Jose T Mathews, IFS (Retd.)**  
House No. 37/930, Ebrahim Pillai Lane,  
Via – Kakkanad, Thrikkakara  
Dt - Ernakulam, Kerala  
Pin- 682021  
Email Address: jtmat507@gmail.com

**6.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

**6.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.

**6.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Executive Director (E&OS), LIC.

**6.6** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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

**6.7** The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

**6.8** The Monitor will submit a written report to the Chairman, LIC within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**6.9** If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LICI has not, within the reasonable time taken visible

action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

**7. Facilitation of Investigation:**

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

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

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

**9. Other Legal Actions:**

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

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

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

**10. Validity:**

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

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

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

BUYER

Name of the Officer:

Designation

Dept./

BIDDER

CEO:

Witness

1.....

1.....

2.....

2.....

(Note: Bidder/Seller/Service Provider Stores/equipment/item/service Bidding process/ bid evaluation/process of availing services appropriate word may be used where ever applicable without altering the purpose /desired intention of the clause)