

Section-D: TERMS AND CONDITIONS

A) Terms and Conditions regarding bidding:

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

1. Pricing & Taxes:

- a) Product/Software Prices shall be quoted all-inclusive of duties, levies etc. but **exclusive** of GST and any other applicable taxes.
- b) Buy-Back rates should be quoted inclusive of all taxes (wherever applicable).
- c) The quoted price of Product/Software shall be uniformly applicable for delivery/performance to any part of the country and shall be inclusive of all other miscellaneous charges (*i.e. including installation charges, any other applicable duties, whether state or central, packing, freight and forwarding, transit insurance, local transportation, manpower/labour charges, incidental charges such as traveling, lodging/boarding etc.*)
- d) Vendor will be entirely responsible for upfront payment of all applicable taxes (*wherever applicable*) like Central / State levies, excise duty, cess, license fees, road permits etc. in connection with delivery of products at site.
- e) GST and local entry tax/LBT wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actual on production of the original receipt in proof of having paid the said taxes on behalf of LIC. In case concrete evidence of having paid the appropriate taxes is not submitted along with the invoices to LIC, the vendor will not be eligible for any reimbursement on this count from

LIC.

- f) The vendor should not, under any circumstances, request for an increase in the prices once such prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/cess/ customs duty & excise duty including any newly introduced taxes shall be permitted.
- g) It will be the responsibility of the vendor to take care of all the formalities connected with this project (*wherever and whatever applicable*) as per rules / tax laws / regulations / orders of any government/non- government/ regulatory authority in force etc.

2. Placing of Orders and making payments:

The Central Office of LIC at Mumbai will place orders for the equipments/components for all its offices spread across the country. **However**, in view of the GST rules, the payments will be made by the Central Office for the orders placed in the state of Maharashtra and the remaining payments shall be made by nodal Divisional Offices of LIC for respective states for where the services are being provided.

Selected vendor necessarily has to execute all the purchase orders issued by LIC and meet all the obligations of the Contract. Vendor should point out any discrepancy/deficiency in the purchase orders within two working days of its receipt. The date of Purchase Order (PO) or the date on which the required information/correction in PO is intimated to the Vendor would be deemed to be the date of acceptance of the PO for the purpose of calculating delivery period, and penalty thereof.

***Note :-** Purchase order for the equipments may be issued by LIC in a staggered manner. The quantities mentioned under the "Estimated quantity" column of Technical/ Commercial Bid is indicative only and will be used to arrive at the L1 vendor. However, the actual quantities may differ at the time of issuing Purchase Order/s, depending on the actual requirements, circumstances prevailing at that time.*

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

The vendor shall be responsible for delivery and complete installation of all the equipments/components ordered by LIC and for making them fully operational at no additional cost to LIC within the time frame defined below, for each purchase order.

- a) Delivery, installation and integration (with the current setup) of the ordered equipments should be completed within 98 days from the date of issue of Purchase order.
- b) The installation / integration will be deemed as incomplete for a site if any component is not delivered/ installed/ integrated or is not as per the specifications and hence not acceptable to LIC.
- c) Date of installation of the last component under a particular Purchase order will be taken as the date of delivery and installation for the particular site for PO-payment.
- d) Delay in delivery, installation and integration beyond 98 days will attract a penalty 0.2 % of the cost of all the items ordered for that location, per day from the 99th day till the date of installation/integration subject to a maximum of 10% of the total cost of items for that location under the PO.
- e) However, equipments/components not delivered/installed beyond 149 days, from the date of the Purchase order, will be dealt with as follows:-
 - i. LIC may cancel the purchase order placed which will be conveyed to the vendor in writing.

- ii. The penalty clause as mentioned in point no.-(d) above will be applicable.
 - iii. Deductions of penalty will be made from any amount payable to the vendor by LIC.
 - iv. Any other amounts that may become recoverable from the vendor will be recovered from any available Bank Guarantee(s)/Performance Bank Guarantees under this bid.
 - v. Recovery of further amounts over and above the available Bank Guarantee(s) etc. will be subject to adjudication at Mumbai.
 - vi. Termination of contract and black listing.
- f) In case of cancellation of orders due to delay in deliveries/installations or deficiency in services etc., besides the penalty being charged, the vendor may also be blacklisted by Life Insurance Corporation of India & may not be allowed to participate in any tenders for a period to be decided by LIC. Also, a lump sum amount as deemed fit by LIC (within the limits of PBG) will be imposed as penalty on the vendor to make good of losses suffered by LIC in terms of business loss and for making alternate arrangements.
- g) All equipments/appliances required for this RFP have to be newly procured for this project. No re-used equipments/appliances shall be accepted.

4. Site not ready (SNR) cases:

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

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

5. Installation of the equipments:

It is advised that, the vendor should carry out the pre-installation survey of all sites and satisfy themselves that the sites are meeting all requirements i.e. adequate Space, UPS/Power, Earthing, Air Conditioning etc. No

additional charges will be payable by LIC for such survey. If this survey is not done, LIC will not be responsible for any related issues that may arise at the time of installation.

The vendor shall do the actual plugging-in, configuration and testing of all equipments / components during installation. The equipment/component should be tested for physical and software configuration as per Life Insurance Corporation of India's requirement, error resolutions (if any), testing of redundancy (wherever provided) configuration as well as the end-to-end connectivity on Life Insurance Corporation of India's network. The equipment has to be installed in racks wherever provided.

B) Other / General Terms and Conditions:

1. Assignment:

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

2. Non-Disclosure Agreement (NDA):

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

3. Performance Bank Guarantee (PBG):

The selected vendor is required to submit a an unconditional and irrevocable Performance Bank Guarantee (PBG) to LIC in form of a Bank Guarantee equal to 3% of the total Contract Value. Format for submitting the Bank Guarantee is attached herewith as Annexure-XIII. No interest shall be payable on the PBG amount.

The required PBG should be submitted to LIC within 21 days from the date of letter issued by LIC for selection as the "selected vendor". The PBG shall be valid for the period of 63 months (including three months of claim period) from the date of submission of PBG to LIC. The PBG may be invoked for entire amount (or the portion as deemed fit by LIC to make good its losses) if the vendor backs- out of his obligations as per the contract, including refusal to execute PO or excessive delay in execution of Purchase order or vendor does not provide onsite-support etc. required as per this RFP.

If vendor fails to submit the required PBG within 21 days period as mentioned above, penalty of Rs.5,000/- per day (subject to maximum penalty of Rs.50,000/-) will be imposed. In case the selected bidder fails to submit performance bank guarantee even after the elapse of 35 days from the date of letter issued for selection as the "selected vendor", LIC at its discretion, may cancel the allotment of the contract to the concerned bidder and allot the contract to the L2 bidder at L1 prices, so on and so forth. All the terms & conditions, stated in this RFP (and subsequent modifications, if any) will then be applicable to the L2/L3 bidders, so on and so forth. In case the tenure

of servicing is extended beyond five years, the selected Vendor will be required to extend validity period of the PBG or submit a fresh PBG.

- a) The PBG should be valid for the entire contract period from the date of its submission to LIC and an additional three months from the date of notification.
- b) 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 should happen within one month prior to the expiry of the earlier PBG, unless otherwise intimated by LIC.
- c) Format for submitting the Bank Guarantee is attached herewith as **Annexure XIII** and should be executed by a Nationalized/ Scheduled bank acceptable to LIC and having Branches in Mumbai.
- d) The PBG will not carry any interest.
- e) The PBG may be required to be submitted in multiple numbers, if required by LIC.
- f) 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.
- g) The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract:
 - i. The bidder fails to honour expected deliverables or part as per this RFP after issuance of PO
 - ii. Any legal action is taken against the bidder restricting its operations
 - iii. Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder.
 - iv. LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions
- h) 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 60 days beyond the duration of the Contract as amended, including warranty obligations.

4. Signing of contract:

The selected bidder (vendor) has to sign a contract with LIC as per the terms and conditions of the RFP on a Rs.500/- non-judicial stamp-paper. This initial contract will be called as the Master Service Agreement (MSA) which will act as the comprehensive contract document between LIC and vendor for all purpose/conditions related to the RFP. The MSA will be the permanent reference & the contract document (with subsequent modifications, if any). The modifications to the MSA will be mutually agreed and will be accommodated in the form of addendum/schedules to the MSA since procedural aspects, services etc. will be continuously evolving. On behalf of LIC, MSA will be signed by the Officials of Central Office, IT/DT dept. Mumbai. No other contract will be required to be signed by any of other LIC-offices.

5. Transportation and Insurance:

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

- a) Intimate and pursue claim with the Insurance Company till settlement and
- b) Promptly make arrangements for replacement of any damaged item/s (within

- fifteen days of detection of damages), irrespective of the settlement of claim by the Insurance Company.
- c) Insurance of all equipment/appliances required for the VC Solution will have to be done by the vendor every year. The vendor has to provide proof of continued insurance of the equipment every year.

6. Road Permit:

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

7. Dispute:

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

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

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

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

such proceedings

- e) No interest will accrue on any amount during the Arbitration proceedings
- f) If the arbitrator so appointed resigns his appointment or vacates his office or is unable or unwilling to act due to any reason whatsoever the appointing authority shall appoint a new arbitrator in his place
- g) The Arbitration shall decide each dispute in accordance with term of the contract and give a reasoned award.

8. Force Majeure Condition or Unforeseen events:

- a) For purposes of this clause, "force majeure or Unforeseen events" means an event beyond the reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Vendor only) of the Bidder excluding those involving supplier's/OEM faults. Such events may include, but are not restricted to, acts of the government in its sovereign capacity, wars or revolutions, riots, labour and industrial disputes, fires, floods, riots, epidemics, quarantine restrictions and freight embargoes. . (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Vendor only),
- b) In case a Force Majeure situation arises, the Vendor shall immediately notify LIC of India in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the implementation of the agreement. The Vendor will make all reasonable efforts to minimize the effects of such circumstances on the performance of the contract.
- c) Unless otherwise directed by LIC of India in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.
- d) If non-performance or diminished performance by the Vendor due to the circumstances as per above continues for a period of more than 30 consecutive days, the other party may terminate the Contract immediately by giving the affected Party written notice.
- e) If the Contract is terminated, each party will bear its own costs and neither party will incur further liability to the other. Where the Vendor is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of termination of the contract.

9. Limitation of liability:

Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, patent, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC, vendor shall not be liable to LIC, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/vendor to pay liquidated damages to the Corporation and the aggregate vendor shall not be liable to LIC whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

10. Confidentiality

The contents of this RFP and the supporting documentation are confidential to the corporation and are provided solely for the purpose of response to the RFP. The bidder shall not, without the written permission of LIC make any public

statements in relation to the details of contract or the awarding of any subsequent order or contract to the bidder.

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

The vendor including but not limited to its personnel, agents and associates, is bound by the conditions of the Non-Disclosure Agreement submitted by the vendor in response to the RFP. The vendor to 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

11.Copyright Violation and Patent Rights:

The bidder shall undertake to indemnify LIC in respect of all claims arising out of violation of any Patents or Copyrights, Intellectual Property Rights, losses attributable to the Vendor's negligence or willful default in performance or non-performance under the contract for all software supplied by the successful bidder Intellectual Property Rights, losses attributable to the Vendor's negligence or willful default in performance or non-performance under the contract. The vendor shall indemnify LIC against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the software packages. The Vendor should have back to back agreement with OEM to safeguard the Corporation's interest with regards to IPR. Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC.

12.Fraud and Corrupt Practices:

The bidder/vendor, their employees, agents, advisors and representatives shall observe the highest standard of ethics at all times (pre and post the RFP process). Notwithstanding anything to the contrary contained in this RFP, LIC shall reject a Bid or terminate the contract without being liable in any manner whatsoever to the bidder/vendor, if it determines that the bidder/vendor has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable / restrictive practice (collectively the "Prohibited Practices") at any time. In such an event, LIC shall, without prejudice to its any other rights or remedies, forfeit in part or full the EMD / PBG, as the case may be for, inter alia, time, cost and effort of LIC, with regard to the RFP, including consideration and evaluation of such Bids and such Bidder/Vendor may not be allowed to participate in any RFP issued by LIC during a period of 3 years from the date of such finding if bidder/vendor is found by LIC to have directly or through an agent, engaged or indulged in corrupt / fraudulent / coercive / undesirable / restrictive practice, as the case may be. Without prejudice to the rights of LIC under Clause above and the rights and remedies which the Life Insurance Corporation of India may have under the Letter of Intent (LOI) or the Agreement, if 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 LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by LIC during a period of 3 years from the date such Bidder, as the case may be, is found by LIC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the

case may be.

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

- a) "Corrupt practice" means 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 LOI 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 save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOI 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 adviser of LIC in relation to any matter concerning the Project.

13.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.

14.Conflict of interest:

- 1) Conflict of Interest
- a) Vendor shall not have a conflict of interest that may affect the Selection Process. Any bidder found to have a conflict of Interest shall be disqualified. In the event of disqualification, LIC shall forfeit and appropriate the EMD/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.
- b) LIC requires that the Bidder provides professional, objective, and impartial advice and at all times hold LIC's interest's paramount, avoid conflict with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other projects or contracts, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC.
- c) Without limiting the generality of the above, bidder shall be deemed to have a conflict of Interest affecting the Selection 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; or
 - 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 bid 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.
- 2) Warranty that there is no conflict of interest. The Vendor will warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the contract no conflict of interest exists or is likely to arise in the performance of its obligations under the contract. A Vendor will not have a conflict of interest that may affect the Services.
- 3) Notification of a conflict of interest The Vendor shall make a disclosure to LIC as soon as any potential conflict comes to its notice but in no case later than fourteen 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 his Services or otherwise, and convey its decision to the Vendor within a period not exceeding twenty one days.

15. Indemnity:

- 1) Subject to Clause 2 below, Vendor will undertake to indemnify LIC from and against all Losses on account of bodily injury, death or damage to tangible personal property of any person, corporation or other entity (including LIC) attributable to the Vendor's negligence or willful default in performance or non-performance under the contract. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, Patent or trade secret of any third party, the Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:
- a) LIC's misuse or modification of the Service;
 - b) LIC's failure to use corrections or enhancements made available by the Vendor;
 - c) LIC's use of the Service in combination with any product or information not owned or developed by the Vendor;
 - d) LIC's distribution, marketing or use of the Service for the benefit of third parties; or
 - e) Information, direction, specification or materials provided by LIC or any third party contracted to it. If any Service is or is likely to be held to be infringing, Vendor will at its expense and option either:
 - i. Procure the right for LIC to continue using it;
 - ii. Replace it with a non-infringing equivalent;
 - iii. Modify it to make it non-infringing. The foregoing remedies constitute LIC's sole and exclusive remedies and Vendor's entire liability with respect to infringement.
- 2) The indemnities set out in Clause 1 above shall be subject to the following conditions:
- i. LIC, as promptly as practicable, informs the Vendor in writing, of the claim or proceedings and provides all relevant evidence, documentary or

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

16.Rights reserved by LIC:

- a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC reserves the right to debar the Bidder from participating in future RFPs floated for a period decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.
- b) LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFPs, at any time prior to award of agreement without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s). Reasons for cancellation will be determined by LIC at its sole discretion.
- c) LIC reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.
- d) LIC reserves the right to verify the validity of bid information, and to reject any bid/quotation where the same appears to be incorrect, inaccurate or inappropriate in the Corporation's estimation.
- e) Bids not conforming to the requirements of the RFP may not be considered. LIC reserves the right, at any time, to waive any of the requirements of the RFP, at its sole discretion and in the best interest of the Corporation. However, this will be done before opening of the commercial bid(s).
- f) Further, the Corporation shall have the right to cancel the RFP process at any

time without assigning any reason, prior to finalization of the contract, without thereby incurring any liability to the affected bidder or bidders. Reasons for cancellation will be determined by the Corporation in at sole discretion.

- g) LIC may call for any additional information/document by way of clarification before the finalization of this tender process.
- h) Procurement of any equipments/components outside this tender.
- i) There may be certain unforeseen issues. LIC will decide these issues based on merits of each case. The decision taken by LIC will be final and binding on all the bidders/ selected vendor.
- j) LIC may terminate the agreement if it determines at any time that the vendors or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the agreement, even if the concerned Vendors have taken timely and appropriate action satisfactory to the LIC to remedy the situation.

17.Contract Period

Unless terminated in accordance with the terms and conditions of this RFP, the duration of the Contract Period will be 5 years from date of signing of contract between LIC and the selected Bidder and may be extended for another 2 years at same terms and conditions for this RFP and beyond 2 years for further period(s) based on mutual agreement. Contract start date will be the date of Installation/SNR.

17.1 General obligations of the parties

The Selected vendor will, at all times:

- i. Act reasonably in performing its obligations;
- ii. Diligently perform its respective obligations ;and
- iii. Work together with LIC in a collaborative manner.

18.Obligations of the selected vendor

- a) The Vendor will supply the Services:
 - i. With due skill and care and to the best of the Vendor's knowledge and experience;
 - ii. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, leading practice and guidelines;
 - iii. Using the Specified Personnel;
 - iv. In accordance with all applicable Laws;
 - v. In accordance with any reasonable directions, in relation to the Services to be provided by the Vendor, given by LIC from time to time;
 - vi. So as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay;
- b) The Vendor will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- c) The Vendor will be obliged to work closely with LIC's staff, act within its own authority and abide by directives issued by LIC and undertake implementation activities.
- d) The Vendor will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated.

19.Warranties

The Vendor will have to represent and warrant that:

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

20. Access to LIC's premises

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

21. Conduct at LIC's premises

The vendor will, if using or accessing LIC's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Vendor or as might reasonably be inferred from the circumstances.

22. Subcontracting

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

23. Documentation

23.1 Provision of Documentation

The Vendor will provide LIC the comprehensive and complete documentation of and as specified in the Scope of Work in the format and at the times specified in the Scope of Work.

23.2 Documentation requirements

The documentation must at the time of delivery:

- a) Be current and accurate;
- b) Adequately explain key terms and symbols ;and
- c) Be in English.

24. Varying the Services

24.1 Variations proposed by LIC

LIC reserves the right to initiate any change in the scope of contract. Vendors must factor in a maximum of 10% scope changes within the services cost to be quoted in the commercial bid. Any change in the scope beyond this 10% will be informed to the vendor in writing. If LIC wants to vary the Services:

- a) LIC will request the Vendor in writing setting out the proposed variations;
- b) within 15 days after receiving LIC's request or within another period mutually agreed, the Vendor must respond in writing to LIC specifying what impact those

Variations will have on:

- i. the Service Charges ;the Services or Deliverables, including any particular Deliverable;
- ii. the Vendor's ability to perform its obligations under current Contract (including its ability to meet Milestones) and with respect to the change of scope proposed;

- c) Within 15 days after receiving the Vendor's response, or within another period mutually agreed, LIC will give the Vendor a written notice accepting or rejecting the response.
- d) The contract may be varied only in writing signed by each party.

24.2 Effective date of variation

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

24.3 Change Order

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

24.4 Change Requests

The following would constitute a Change request:

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

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

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

24.5 Contract Amendments

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both LIC and the vendors.

Any changes in law, taxes and policies shall be governed through the provision of this RFP.

25.Co-operation with Personnel and entities interacting with LIC

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

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

26.Change in Constitution

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

27.Monitoring progress

27.1 Progress meetings

Regular review meeting will be held between vendor and LIC to discuss any

issues in relation to the provision of the Services. The frequency of such progress meeting will be weekly during the implementation phase, monthly during next six months and quarterly thereafter unless any other frequency is agreed to by LIC in writing.

27.2 Reporting

The Vendor must provide LIC with reports in accordance with the Scope of Work.

27.3 Assessment of Services

Each element of the Services is subject to assessment by LIC against the relevant Performance Criteria.

27.4 Notice of non-compliant Services

(a) If Life Insurance Corporation of India considers that all or part of the Services does not meet the specifications, Life Insurance Corporation of India will notify the Vendor within 7 Business Days of assessing the Services against the specifications.

(b) Life Insurance Corporation of India will include reasons for the Services not meeting the specifications in the notice given under clause 'a' above.

27.5 Rectification of non-compliant Services

If LIC notifies the Vendor that all or part of the Services does not meet the Performance Criteria, the Vendor will:

- a) Take all necessary steps to ensure that the Services are promptly corrected;
- b) Give notice to LIC when the Services have been corrected; and
- c) Allow LIC to repeat the assessment of all or part of the Services against the specifications, within five Business Days after the date of the notice or such other time as agreed mutually in writing.

28. Intellectual Property Rights

28.1 Third Party Material

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

28.2 LIC ownership of Intellectual Property Rights in Contract Material

All Intellectual Property Rights in the Contract Material shall vest in LIC; 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.

28.3 Responsibility of the successful bidder

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

28.4 Liability of the successful bidder

The successful bidder shall be responsible for all due permissions, authorizations

And consents from any third party licensors of software provided by the bidder for this project.

The liability of the successful 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.

28.5 IPR Warranty

The Vendor will warrant that:

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

28.6 Remedy for breach of warranty

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

- a) 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
- b) modify the software without affecting the performance or functional aspects of the software in any manner, to avoid the infringement claim, or
- c) 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.

28.7 Patent Rights and other litigation costs

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

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

delivered. For this purpose it would be immaterial how such liability may arise, provided that the claims against customers, users and service providers of LIC are considered as a direct claim.

29.Moral Rights

29.1 Obtaining consents

To the extent permitted by applicable Laws and for the benefit of LIC, the Vendor will use its best endeavors to ensure that each of the Personnel used by the Vendor in the production or creation of the Contract Material gives, genuine consent in writing, in a form acceptable to LIC, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

29.2 Specified Acts

In this clause, Specified Acts means:

- a) Falsely attributing the authorship of any Contract Material, or any content in the Contract Material(including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act,1957);
- b) Materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- c) Reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
- d) Adding any additional content or information to the Contract Material.

30.Confidentiality and privacy

30.1 Confidential Information not to be disclosed

- a) Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding firms or their representatives or to any other person not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its proposal.
- b) The vendor including but not limited to its personnel, agents and associates, is bound by the conditions of the Non-Disclosure Agreement submitted by the vendor in response to the RFP as per Annexure VI - NDA.
- c) During the execution of the project, the vendor will have access to confidential information of LIC such as servers, applications, network design, architecture etc. The vendor shall use the same degree of care to maintain the confidentiality of the information as if the information is its own and shall not disclose information at any point of time to any other person/third party the information so received. The vendor will:
- d) 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,
- e) Advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to honour these obligations.
- f) The vendor will treat as confidential all data and information about LIC, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of LIC.
- g) Violation of NDA will lead to forfeiture of performance Bank guarantee and will additionally lead to legal action and blacklisting.

30.2 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:

- a) is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract;
- b) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
- c) is disclosed by LIC;
- d) is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/ Assembly;
- e) is authorized or required by law to be disclosed; or
- f) is in the public domain otherwise than due to a breach of this clause .
- g) is lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential
- h) is independently developed by the Recipient without use or reference to such Confidential Information

30.3 Obligations on disclosure

Where a party discloses Confidential Information to another person:

- a) Pursuant to clauses a) and b) of 32.2 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; or
- b) Pursuant to clauses c) and d) of 32.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

30.4 Additional confidential information

- a) 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.
- b) 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.

30.5 Period of confidentiality

The obligations under this clause 32 will continue, notwithstanding the expiry or termination of the contract for:

- a) Any item of information, for the contract period and one year thereafter; and
- b) 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.

31. Protection of personal information

31.1 Application of the clause

This clause applies only where the Vendor deals with personal information when, and for the purpose of, providing Services under the contract.

31.2 Obligations

The Vendor acknowledges that it will use or disclose personal information obtained during the course of providing Services under the contract, only for the purposes of the contract.

32. Security

32.1 Compliance with LIC requirements

The Vendor will ensure that its Personnel comply with:

- a) All relevant security and other requirements specified in LIC's Information Security Policy;
- b) Any other security procedures or requirements notified, in writing, by LIC to the Vendor. The Vendor must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.
- c) Any regulatory guidelines about IT security issued by Regulator.

32.2 Security clearance

- a) LIC may, from time to time, notify the Vendor of the level of security or access clearance applicable to the Vendor's Personnel, and the date from which, or the period during which, that clearance will be effective and the Vendor must comply with and ensure its Personnel act in accordance with that notice.
- b) Bidder will be responsible for all costs associated with obtaining security clearances.

32.3 Removal of LIC Data

The Vendor will not, and will ensure that its Personnel do not intentionally/unintentionally, manually or by any System Tool:

- a) Remove LIC Data or allow LIC Data to be removed from LIC's premises ;or
- b) Take LIC Data or allow LIC Data to be taken outside LIC's premises.

33. Books and records

33.1 Vendor to keep books and records

The Vendor will:

- a) Keep adequate books and records, in accordance with Indian Accounting Standards, in sufficient detail, to enable the amounts payable by LIC under the contract to be determined;
- b) Also maintain and retain books and records as mandated by any other law and the same would be made available to LIC

33.2 Costs

The Vendor will bear the costs of complying with the clause 35.

34. Termination

34.1 Right to terminate

If Vendor fails to comply with the clause 4.8 for Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract by giving the Vendor written notice of 90 days.

34.2 Termination and reduction for convenience

- a) LIC may, at any time, by a prior written notice of 30 days, **terminate** the contract or reduce the scope of the Services.
- b) On receipt of a notice of termination or reduction of scope, the Vendor must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect LIC Material and Contract Material; and continue work on any part of the Services not affected by the notice.
- c) If the contract is terminated under the contract, LIC is liable to make payment only for Services rendered before the effective date of termination;
- d) If the scope of the Services is reduced, LIC's liability to pay the Service

Charges or to provide LIC Material abates in accordance with the reduction in the Services.

- e) LIC is not liable to pay compensation under clause c) above for an amount which would, in addition to any amounts paid or due, or becoming due, to the Vendor under the contract, exceed the total Service Charges payable under the contract. the Vendor is not entitled to compensation for loss of prospective profits.
- f) The systems that are complete and ready for delivery within 30 days after the Vendor's receipt of notice of termination shall be accepted by LIC at the Contract terms and prices. For the remaining systems, LIC may choose to have any portion completed and delivered at the Contract terms and prices, and/or to cancel the remainder and pay to the Vendor an amount mutually agreed for partially completed systems and for materials and parts previously procured by the Vendor.

34.3 Termination by LIC for default

Notwithstanding what has been stated in this RFP LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part if the Vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Vendor fails to perform any other obligation(s) under the Contract. In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Vendor shall be liable to LIC for any excess costs for such similar systems or Services. However, the Vendor shall continue the performance of the Contract to the extent not terminated.

34.4 Termination for Insolvency

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

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

34.5 After termination

On termination of the contract the Vendor must:

- a) Stop work on the Services;
- b) deal with LIC Material as directed by LIC; and
- c) return all LIC's Confidential Information to LIC

34.6 Survival

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

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

34.7 Severability

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

34.8 Termination does not affect accrued rights

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

34.9 Consequences of Termination of the Selected Bidder:

In the event of termination of the selected bidder(vendor) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach.

The terminated vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for continuity of the project during the period of transition. This period of transition shall not exceed six months from the effective date of termination.

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

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

34.10 Business continuity beyond contract period

At the end of the contract period the vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for business continuity. 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.

34.11 Knowledge transfer

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

- a) Transferring to or providing LIC access to all information stored by whatever means held by the Vendor or under the control of the Vendor in connection with the contract ;and
- b) Making Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions will be at the sole discretion of LIC, provided that any matter discussed is not considered to reveal any 'Commercial- in- Confidence' information of the Vendor.

- c) The Parties agree that duration of Knowledge transfer shall in no event exceed 90 days.

35. Notices and other communications

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

35.1 Service of notices

A Notice must be:

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

LIC's Address for Project specific Technical notices
Executive Director (IT/DT) LIC of India, Central Office, 2 nd Floor, "Jeevan Seva Annexe Building", Santa Cruz (West), S. V. Road, Mumbai – 400054

Notices served at any address other than above shall not be treated as served or delivered.

The successful bidder shall provide the contact details of their officials for similar communication from LIC.

35.2 Effective on receipt

A Notice given in accordance with the contract takes effect when it is acknowledged to be received at the respective addresses mentioned above. The notice will be taken to be received:

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

36. Miscellaneous

36.1 Varying the Contract

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

36.2 Approvals and consents

Except where the contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under the contract.

36.3 Assignment and novation

A party must not assign its rights or novate its rights and obligations under the contract.

36.4 Further action

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

36.5 Waiver

Waiver of any provision of or right under the contract:

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

36.6 Relationship

- a) The parties must not represent themselves, and must ensure that their officers, employees, and agents do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise be able to bind or represent the other party.
- b) The contract does not create a relationship of employment, agency or partnership between the parties.

37.7 Announcements

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

37.8 Governing law and jurisdiction

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