भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

General Terms & Conditions for RFP of Agentic AI and GenAI Platforms: Selection and Empanelment of Service Provider

RFP No: LIC/CO/ITDT/RISE/RFP/2526-001/AI

Date of Issue: 04th November 2025

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1. GENERAL DEFINITIONS & ABBREVIATIONS

1.1 DEFINITIONS

AGREEMENT	Any written contract between the Life Insurance Corporation of India and the successful bidder with respect to any/all deliverables or services contemplated by this RFP. Any Agreement shall be deemed to incorporate, as schedules, this RFP, all addenda/corrigenda issued by LIC, the Bid of the successful bidder and mutually agreed modifications thereto.
ACCEPTANCE OF TENDER	Means the letter/fax/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.
AUTHORIZED SIGNATORY OF THE BIDDER	The person authorized through a valid Power of Attorney by the company's Board/ Managing Director/ Director for signing the bid documents on behalf of the company
BID	The Bidder's written submissions in response to the RFP signed by his Authorized Signatory
BIDDER	An eligible firm/Company i.e. firm/Company fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual capacity.
BUSINESS DAY	Shall be construed as a day excluding Saturdays and Sundays of a month and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India.
CLARIFICATIONS	Means Addenda, corrigenda and clarifications to the RFP.
CONTRACT	An Agreement signed between LIC and the Selected vendor and all the attached documents. The Agreement includes the RFP, subsequent modifications to the RFP issued by LIC, response of the selected vendor to the RFP and the agreement document itself.
CONTRACT VALUE	The grand total of the L1 prices of the Successful Bidder
DAY	Calendar Day.
DEFAULT NOTICE	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof
DELIVERABLES	Means all services and deliverables as per this RFP Scope of Work.

LAW	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.
L1 QUOTE	1. If Online Reverse Auction is held as per the conditions of the RFP -Lowest price discovered through Online Reverse Auction. 2. If Online Reverse Auction is not held as per the conditions of the RFP - Lowest price discovered through Commercial Bid and Price negotiation.
L1 BIDDER	Bidder with L1(Lowest) Quote after the evaluation of commercial bids. If Online Reverse Auction is held as per the conditions of the RFP Lowest price discovered through Online Reverse Auction.
LIC	Means without limitation the Life Insurance Corporation of India (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act 31 of 1956) having its Central Office at ´Yogakshema, Jeevan Bima Marg, Mumbai 400 021.
SOLUTION/ SERVICES/ WORK/ SYSTEM/ IT SYSTEM	All services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the implementation/ development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training and other obligation of the Supplier covered under this RFP.
WORKING DAY	Shall be construed as a day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies or State Governments or Central Government of India as applicable to the concerned LIC office.
ELIGIBILITY BID	This tender process is based on two bid procedure (Technical and Commercial). Eligibility conditions are used in this tender in lieu of empanelling process. Where the words “eligibility bid” appears the same should be read and understood as “response to eligibility conditions criteria”.
TERMS OF REFERENCE	The section which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Bidder and expected results and deliverables of the assignment.
‘PARTY’ & ‘PARTIES’	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the Parties and individually as a Party.
PERSONNEL	Means professionals and support staff provided by the Bidder to meet the requirements of this RFP and assigned to perform the Services or any part thereof within the timelines mentioned herein. The details of all such personnel will have to be shared in the Personnel Deployment Plan.

PROJECT	Selection of OEM for Supply, Implementation and Management of Co-Browsing Solution. (Ref: LIC/CO/IT/DT/2025-26/RFP/CB dated 29.09.2025)
REQUIREMENTS	Shall mean statements which identify a necessary capability, characteristic, attribute or quality of a system and include schedules, details, description, and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified and implicitly necessitated in the RFP.
RFP	This Request for Proposal inclusive of any clarifications/corrigenda/addenda that may be issued by LIC.
SPECIFICATIONS	Means all the functional, technical, operational, performance or other characteristics required of a Product or Service as mentioned in the RFP document or any of the annexure or clarifications to the RFP document.
SUCCESSFUL BIDDER/VENDOR/SERVICE PROVIDER	Successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest price bid) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by LIC.
TERMS OF REFERENCE	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.
TIMELINES	Wherever Timelines have been defined as days, weeks, months; they will mean calendar days, calendar weeks and calendar months.
VENDOR	Selected/Successful Bidder as an outcome of the RFP with whom LIC signs the Contract.
"Must", "mandatory" or "required"	"Must", "mandatory" or "required" means an absolute minimum function or capacity, which, if not satisfied in the proposal, may result in disqualification in the final evaluation;
"Should", "may" or "is desirable"	"Should", "may" or "is desirable" means desirable but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot. However the final decision shall rest with LIC.
Open Source	means pertaining to or denoting software whose source code is available free of charge to the public to use, copy, modify, sub-license or distribute

1.2 ABBREVIATIONS

Terms/ Abbreviations	Meaning/ Interpretation
AMC	Annual Maintenance Contract
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
BCMS	Business Continuity Management System
BCP	Business Continuity Planning
BFSI	Banking, Financial Services and Insurance
BIA	Business Impact Assessment
Bidder	The person or the firm or company participating in this tender.
BO	Branch Office of LIC
BOM	Bill of Materials
CA	Configuration Audit
CAPA	Corrective Action and Preventive Action
CEH	Certified Ethical Hacker
CERT-In	Computer Emergency Response Team – India
CIA	Confidentiality, Integrity, and Availability
CIRT	Computer Incident Response Team
CISA	Certified Information Systems Auditor
CISM	Certified Information Security Manager
CISSP	Certified Information Systems Security Professional
CO	Central Office of LIC
Competent Authority	Head of department of ERM Dept. at LIC's Central Office, Mumbai or any authority that is superior to him / her in LIC's hierarchy.
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

Terms/ Abbreviations	Meaning/ Interpretation
	modifications/ clarifications.
Contract Value	The value of lowest commercial bid made by the successful vendor or price negotiation if applicable
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).
DO	Divisional Office of LIC
CB	Co-Browsing
DRP	Disaster Recovery Planning
EMD	Earnest Money Deposit
GCCIH	GIAC Certified Incident Handler
GIAC	Global Information Assurance Certification
GOI	Government of India
HLD	High Level Design
IRDAI	Insurance Regulatory and Development Authority of India
ISMS	Information Security Management System
ISO27001 LA	ISO27001 Lead Auditor
ISO27001 LI	ISO27001 Lead Implementer
IVRS	Interactive Voice Response System
KGI	Key Goal Indicator
KPI	Key Performance Indicator
KRI	Key Risk Indicator
LLD	Low Level Design
MeitY	Ministry of Electronics and Information Technology
MO	Mini Office of LIC
MSME	Micro, Small & Medium Enterprises
NC	Non-Conformities
NCIIPC	National Critical Information Infrastructure Protection Centre

Terms/ Abbreviations	Meaning/ Interpretation
NDA	Non-Disclosure Agreement
NSIC	National Small Industries Corporation
OSCE	Offensive Security Certified Expert
OSCP	Offensive Security Certified Professional
P & IR	Personnel and Industrial Relations Department of LIC
P&GS	Pension and Group Superannuation Department of LIC
PBG	Performance Bank Guarantee
PDCA	Plan-Do-Check-Act
PO	Purchase Order
PMC	Project Management Consultant
PSU	Public Sector Undertaking
PT	Penetration Testing
QSA	Qualified Security Assessor (QSA)
RA	Risk Analysis
RACI matrix	Responsible, Accountable, Consulted, Informed matrix
RCA	Root Cause Analysis
RPO	Recovery Priority Objective
RTO	Recovery Time Objective
SDLC	Software Development Life Cycle
SI	System integrator
SLA	Service Level Agreement
SO	Satellite Office of LIC
SoA	Statement of Applicability
SoW	Scope of Work
SOP	Standard operating Procedure
Supplier	Successful vendor who has accepted purchase order.
TOC	Tender opening committee

Terms/ Abbreviations	Meaning/ Interpretation
U&R	Underwriting and Re-insurance Department of LIC
VA	Vulnerability Assessment
Vendor	Successful bidder
VM	Vulnerability Management
ZO	Zonal Office of LIC

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2. DISCLAIMER

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

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

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

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

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3. GENERAL INFORMATION

3.1 INVITATION TO BID (E-Tender)

The Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 **(Act 31 of 1956)** and having its Central Office at "Yogakshema", Jeevan Bima Marg, Mumbai –400021, invites sealed tender offers (technical offer and commercial offer) for Selection of OEM for Supply, Implementation and Management of Co-Browsing Solution.

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.

Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Annexure E-Eligibility** of this RFP and willing to provide the Services as required in this RFP. The interested entities are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Consortium bidding is not permitted under this RFP.

The Bidder can be the OEM/System Integrator of the Solution.

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

Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in his Bid. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the Bidders.

The Bidder must try to submit the Bid well before the last date and time in order to avoid any inconvenience at the last moment.

3.2 ACTIVITY SCHEDULE

1.	**RFP Reference**	**Ref: LIC/CO/ITDT/RISE/RFP/2526-001/AI** **Date: 03.11.2025**
2.	**RFP for**	RFP for Procurement of Agentic AI and GenAI Platforms: Selection and Empanelment of Service Provider RFP No: LIC/CO/ITDT/RISE/RFP/2526-001/AI
3.	**Bid Fee (Non-refundable)**	Nil
4.	**EMD**	Nil
5.	**Performance Security in the form of Bank Guarantee by Successful Bidder**	3 % of Total Contract Value.
6.	**Date of Issue of RFP**	As per RFP Document
7.	**Last date of submission of Pre-Bid Queries**	As per RFP Document
8.	**Date of Virtual Pre-Bid meeting** (Bidder may also join in person at the below mentioned communication address.)	As per RFP Document
9.	Last date and time for Online Bid Submission Please note this is eTender and all submission to be Online on Tender Wizard Portal (https://www.tenderwizard.com/LIC)	As per RFP Document
10.	Opening of Technical Bid	As per RFP Document
11.	**Opening of commercial Bid** **Bidder must upload the Commercial Bid with the Proposal on Procurement Portal.** Online on Tender Wizard Portal (https://www.tenderwizard.com/LIC)	<To be communicated later >
12.	Address for communication	Life Insurance Corporation of India, IT Portal Section, Central Office, IT/DIGITAL TRANSFORMATION Department, "Jeevan Seva" Annexe, II Floor, S V Road, Santacruz (W), Mumbai – 400054.
13.	Contact Numbers	022- 67090422/ 67090427/ 67090510
14.	Email Id	co_ittenders@licindia.com
15.	Mode of Bid Submission	Online (https://www.tenderwizard.com/LIC)
16.	Contact Person	Mr. Saurav Ganguli : 9831386250 / 022-67090427 Mr. Yashwant Sharma : 9649928101/022-67090422

3.3 BID FEE

Refer ACTIVITY SCHEDULE.

3.4 EXEMPTION FROM BID FEE

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

3.5 CURRENCY

All monetary values in the proposals in response to this invitation of RFP shall be in Indian Rupees (INR) only.

3.6 GOVERNING LAWS/JURISDICTION

The validity, performance, construction and effect of this RFP shall be governed by the substantive laws of India. Any controversy or claim arising out of or in relation to this RFP, or breach, hereof, shall be finally settled under the jurisdiction of Mumbai High Court only.

4. INSTRUCTIONS TO BIDDERS

4.1 GENERAL INSTRUCTIONS

4.1.1 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.

4.1.2 The RFP provides an overview of the requirements, bidding procedures and contract terms. 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.

4.1.3 Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice.

4.1.4 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.

4.1.5 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 indented to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any corrigenda, as applicable.

4.1.6 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.

4.1.7 In response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.

4.1.8 All the terms and conditions and the contents of the RFP along with the Annexure(s) , Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.

4.1.9 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.

4.1.10 This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.1.11 Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non-complaint and the Bid may be rejected. Hence, Bidders must:

a. Include all required Documents, Certificates, etc. specified.
b. Follow the format provided and respond to each element in the order as set out
c. Comply with all requirements as set out.

4.1.12 LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP entered pursuant to the RFP and may request for additional information, if required from the Bidder. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof will be deemed to have been taken after considering commercial acumen and also taking into account that LIC does not guarantee or warrant suitability hereof or success to the bidder or any other person or party.

4.2 CONFIDENTIALITY OF THE DOCUMENT

This document is meant for the exclusive purpose of bidding as per the specification, terms and conditions and scope and shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

4.3 ISSUE OF CORRIGENDUM

i. LIC will endeavour to provide timely response to all queries in utmost good faith. However, LIC at its discretion may choose not respond to the query which is not under purview of this RFP.

ii. 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.

iii. The corrigendum (if any) and clarifications to the queries from all Bidders will be issued only on the mentioned website. No separate notification shall be issued in the press. Bidders are requested to regularly visit the mentioned website to keep them updated.

iv. Any such corrigendum shall be deemed to be incorporated into this RFP.

v. LIC, at its discretion, may extend the last date for the submission of Bids in order to allow Bidders a reasonable time to take into account the amendments if any, in preparing their Bids.

vi. Any change in the timelines as decided by LIC will be communicated by email to the eligible bidders.

4.4 RFP TERMS AND CONDITIONS

This RFP document along with its Annexure/Appendices/ clarifications/addenda/corrigenda states the terms and conditions of this RFP. 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 and these will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure/Appendices/ clarifications/addenda/corrigenda issued will form the part of the purchase orders and any resulting contracts with the vendor/s from time to time as an outcome of this RFP Process.

4.5 Information Provided in the RFP

The information provided in the RFP is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary should obtain independent information/advice. 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.

4.6 Contacting LIC

No Bidder shall contact through any means of communications with LIC or its employees on any matter relating to this bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of LIC, it should do so through the designated email-id as given in the Activity Schedule or in writing till the evaluation process is over. Any effort by a Bidder to influence LIC in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder‘s bid.

4.7 Right to Terminate the Process

i. LIC may terminate the RFP process at any time without assigning any reasons whatsoever. LIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.

ii. This RFP document does not constitute an offer by LIC. The bidder's response to this RFP may result into selection of bidder(s) after completion of selection process as detailed in this RFP document.

iii. LIC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.

iv. LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. The decision of LIC will be final in this matter.

v. Exit option and contract re-negotiation:

LIC reserves the right to cancel the purchase order and terminate the contract in the event of (i) failure of the selected bidder to accept the order within the time stipulated (ii) delay/failure in executing the contract (iii) failure to furnish the performance bank guarantee (iv) failure to maintain the uptime and SLAs (v) breach of the terms and condition of the contract. LIC also has the right to cancel the contract without cause by giving 30 days advance notice.

4.8 Disqualifications

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

i. Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements;

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

iii. Submitted a proposal that is not accompanied by required documentation or is nonresponsive;

iv. Failed to provide clarifications related thereto, when sought;

v. Submitted more than one Proposal;

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

vii. Submitted a Proposal with price adjustment/variation provision.

viii. Exhibited a record of poor performance in the service delivery.

4.9 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers 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, the LIC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the ―Prohibited Practices‖) in the Evaluation Process. In such an event, the LIC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to LIC for, inter alia, time, cost and effort of LIC, in regard to the RFP, including consideration and evaluation of such bidder‘s Proposal.

Without prejudice to the rights of the LIC under Clause above and the rights and remedies which the LIC may have under the Letter of Notification of Award or the Agreement, if Bidder, as the case may be, is found by the 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 Award 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 hereinafter 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 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

(ii) 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;

b) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts or suppression of 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 person 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 Life Insurance Corporation of India 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.

4.10 BID DOCUMENT PRICE

As mentioned in the Activity Schedule.

4.11 EARNEST MONEY DEPOSIT

As mentioned in the Activity Schedule.

4.12 BID SUBMISSION

This is an E – Tender and hence Bids must be submitted "ON LINE". Tender is to be submitted online through e procurement portal. No hardcopy of the tender will be accepted.

All documents are to be scanned and uploaded. Bids should be submitted well before the closing time. **Submitting the bid online in the last few hours before the bid closing time should be avoided in the bidder's own interest.** Neither the Service Provider nor LIC will be responsible for any lapses /failure on the part of the bidder, in such cases.

E-Tendering

Online bids are hereby invited for the works mentioned through online e-Tendering System portalhttps://www.tenderwizard.com/LIC from the intending bidders.

Submission must be made as per the provided formats/templates. Any material deviations in the formats/templates may result in the rejection of the Bid. Please note that any deviations mentioned in the bid will not be considered and evaluated by the LIC.

The bid may be treated as legally void and will be rejected if Bid is not signed by the duly authorized person, Pre-contract Integrity Pact (not duly filled and not signed).

a) By submitting a signed bid, the bidders' 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 and prices 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.

b) **Non-Disclosure Agreement (NDA)**
(To be submitted by Successful Bidder Only): Successful bidder shall submit, a duly notarized Non-Disclosure agreement on a stamp paper of **INR 500/- (Rupees five hundred only)** as per the format (to be given by LIC before issuance of purchase order) duly signed by the Authorized Signatory of the Company. **Not required at the Proposal submission stage.**

c) **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

d) **Bid Currencies:** Prices for all the components shall be quoted in Indian Rupee (INR). The Bids in currencies other than INR will be rejected.

e) **Arithmetical errors:** The Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected.

f) The original Bid shall be typed for 8.27" X11.69" (A4 size) paper in English.

g) If any compliance or clarification sought by LIC is not submitted within 1 business days of being called for, the bids are liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.

h) The specifications (Commercial Bid format) shall be submitted in the spread sheets / word files as per respective Annexure specified in this RFP.

5. BID EVALUATION PROCESS

5.1 ELIGIBILITY AND TECHNICAL EVALUATION

a) 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).
   i. LIC may ask for meetings with the Bidders to seek clarifications on their bids.
   ii. Technicalities or minor irregularities in bids may be waived during evaluation if it is in

LIC's best interest. The bidder may either be given an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or the deficiency waived if it is to LIC's advantage to do so.

iii. Evaluation of the responses to the bids and subsequent short listing of the bidder will be entirely at the discretion of LIC and will be binding on the bidders. LIC's decision shall be final and no correspondence seeking clarifications about the decision shall be entertained.

b) 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.

c) The bidder who successfully qualifies in the Eligibility Criteria (Annexure – F), only their Technical & commercial bids will be subsequently opened for further evaluation.

d) 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.

e) The technically qualified bidders will be intimated by email/letter about the date and time of opening of their 'Commercial Bid'.

f) The 'Commercial bids' of technically short-listed bidders will be opened by the TOC in the presence of bidders/ their authorized representatives who choose to attend.

g) No price variation/adjustment or any other escalation will be entertained after the closing of Bids

h) Price quoted by the Bidders will be taken as the final commercial quote for evaluation of that bidder and will be valid for the contract period of 3 years. No change/adjustments in prices will be allowed during the contract period of 3 years.

i) However, the Corporation may, at its discretion, reduce the validity period of the tender.

5.2 PROCEDURE FOR OPENING OF THE BIDS

Bids received before the specified closing date and time given in the **"Activity Schedule"** will only be opened online in the presence of bidders' representatives (maximum two representatives per bidder) who choose to attend the virtual opening of the bids on the specified date and time.

5.2.1 Clarification sought by LIC on Bids

During evaluation of bids, LIC may, at its discretion, ask the Bidder for clarifications on its bid. The request for clarification and the response shall be through the designated mail. If any compliance or clarification sought by LIC is not submitted within 7 business days or the time as communicated by LIC of being called for; the

bids are liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.

5.2.2 Modification and Withdrawal of the Bids

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

5.2.3 Compliant Bids / Completeness of Response

a. The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.

b. Bidders are advised to study all instructions, clarifications, terms, requirements, Annexures and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

c. Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.

d. Bid with insufficient information to permit a thorough evaluation may be rejected.

e. LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.

f. 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. If a bid is not responsive and not fulfilling all the conditions of the RFP and not meeting technical specifications and requirement, it will be rejected by the Corporation and may not subsequently be made responsive by the bidder by correction of the non-conformity.

g. If a bidder includes the commercial bid together with the technical bid, it will be considered a violation of the bidding process guidelines. As a result, the bidder will be disqualified from further participation in the process, ensuring fairness and adherence to the stipulated procedures. This measure is in place to maintain the integrity and separation of the technical and commercial evaluation phases.

h. Rejection of non-compliant bid:

   i. LIC reserves the right to reject any or all bids on the basis of any deviation(s).

   ii. Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final

5.3 BID VALIDITY PERIOD

Bids shall remain valid for 180 days after the submission of Bids as prescribed by LIC, in the **"Activity Schedule"**. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period.

In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

5.4 LATE BIDS

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

5.5 COST OF BIDDING

The bidder shall be responsible for and bear all the costs incurred in connection with participation in the RFP process, preparation and submission of its bid, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by LIC to facilitate the evaluation process. LIC will in no case be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

5.6 RELATIONSHIP BETWEEN LIC AND THE BIDDERS

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

5.7 ONLINE COMMERCIAL BID SUBMISSION

The Commercial Bids is to be uploaded on the online platform along with the eligibility and technical bid .The Commercial Bids of technically qualified bidders will be opened online on the platform provided.

5.8 TECHNICAL AND COMMERCIAL BID

Any material deviation to the terms and conditions of the RFP document, to the scope of work and deliverables, SLAs will not be accepted. Proposals with such deviations may be rejected. LIC may provide the bidder an opportunity to unconditionally withdraw conditions, assumptions, deviations if it is in the interest of LIC.

a. The commercial bid has to be in the format as provided in **Annexure H1, H2, H3, H4.** The commercial Bid details will need to be provided for all requirements of LIC to arrive at TCO (Total Cost of ownership) of the solution.

b. Based upon the review and evaluation of proposals offered in response to this RFP, LIC may at its sole discretion negotiate and enter into contracts with the successful bidder.

c. LIC may shortlist more successful Bidders thereby creating a provision for obtaining subscription from such additional bidders in a situation where the qualified bidder fails to meet the requirement in a timely manner or to meet some specific legacy requirements.

d. The Commercial Bids of qualified bidders will be opened on the prescribed date in the presence of bidder representatives. . Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered. The commercial figure quoted will be an all-inclusive figure. No other expenses will be reimbursed separately. Any conditional bid would be rejected. Based on the Total Cost of Ownership (TCO) submitted by the Bidders, the Bidders will be categorized as L1, L2, L3 etc. (In the ascending order, i.e. L1 being the Bidder with the lowest TCO, followed by L2 with the next lowest score and so on.) . The final outcome of the bidding process will be published on the LIC website. The bid price shall be in Indian Rupees.

e. **Errors & Rectification**: Arithmetical errors will be rectified on the following basis: —If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

f. The bidder would need to provide all costs in Annexure.

g. The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

h. Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India, for predatory pricing and abnormally low bids evaluations. And, any conditional bid would be rejected.

The bidder with L1 (Lowest) Grand Cost will be eligible for award to provide the services for all the three items.

5.9 Government Guidelines and Preference to Make in India. Guidelines on Public Procurement (Preference to Make in India), Order 2017

LIC will follow all the guidelines/notifications and its amendments for public procurement by Government of India and CVC.

Preference to Make in India. Guidelines on Public Procurement (Preference to Make in India), Order 2017;

(PPP-MII Order) and revised order issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P45021/2/2017(BE-II) dated 04.06.2020 will be applicable for this RFP.

Detailed guidelines and notifications are available at

a. https://www.meity.gov.in/writereaddata/files/PPP_MII_Order_dated_16_09_2020.pdf

b. https://www.meity.gov.in/esdm/ppo#:~:text=The%20margin%20of%20purchase%20preference,the%20purpose%20of%20purchase%20preference.

c. https://www.meity.gov.in/writereaddata/files/Public_Procurement_(Preference_to_make_in_India)_order_2019_for_Cyber_Security_Products.pdf

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 is not a 'Class-l 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.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-1 local supplier' with 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; the contract may be awarded to the L1 bidder.

iv. "Class-II local supplier" will not get purchase preference in any procurement.

5.9.1 Definitions

a. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percentage.

b. "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.

c. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

d. "Margin of purchase preference" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

5.9.2 Verification of local content

The 'Class-I local supplier'1 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

'Class-I Local Supplier/ 'Class-II Local Supplier ' are required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies)or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

5.10 AWARD CRITERIA

LIC will notify the successful bidder in writing through a letter of Notification of Award.

a. LIC shall reserve the right to negotiate with the bidder whose proposal has been ranked as the best value bid on the basis of Technical and Financial Evaluation to the proposed Project.

b. After LIC notifies the successful bidder that its proposal has been accepted, LIC shall enter into a contract or issue a purchase order, incorporating all clauses, pre-bid clarifications and the proposal of the bidder(s) between LIC and the successful bidder.

c. Prior to the expiration of the validity period, LIC will notify the successful bidder in writing or through email, that its proposal has been accepted. The notification of award will constitute the formation of the contract, upon the successful bidders‟ furnishing of Performance Bank Guarantee (PBG).

d. Within 10 days of notification of award from LIC, the Bidder shall accept the letter of intent and LIC may subsequently issue the purchase order.

e. In the event the Bidder has not quoted or has omitted any product/features or service, then it will be deemed that the Bidder shall provide the same product feature and/or service at no additional cost to LIC.

5.11 REQUEST TO EXTEND VALIDITY PERIOD BY LIC

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.

5.12 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.

Any provisions not covered in the RFP will be guided by the provisions of the Manual for procurement of Goods 2017

Issued by Department of Expenditure and as amended from time to time and the provision of General Financial Rules 2017

5.13 COMMERCIAL BID EVALUATION PROCESS

a) Only those Bidders who qualify in Eligibility and Technical evaluation would be shortlisted for commercial evaluation.
b) The Bidder has to specify both in figures & words for all price quoted in Commercial Bid
c) The bidder should quote the prices for all the items in Commercial bid format as per **Annexure-H1, H2, H3, H4**.
d) 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. The total price will be corrected accordingly.
    b. If there is discrepancy between the amount in words and figures, the amount in words will prevail.

5.14 NOTIFICATION OF AWARD

LIC will notify the successful bidder in writing, that its proposal has been accepted and send the Bidder the Contract Form and/or issue Purchase Order incorporating all terms and conditions between the two parties. The Bidder, in turn, has to confirm the acceptance for the Offer made by LIC through mail or registered letter.

a) 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.

a. LIC reserves the right at the time of award of contract and during the term of the contract to vary the quantity of services and goods specified in the RFP without any change in unit prices or other terms and conditions.
b. LIC, at all times, reserve the right to modify, include or exclude procurement of products under consideration in this RFP if it is to LIC's advantage to do so.
c. LIC reserves the right to shift/divert the equipment to other locations from where they are. In such cases, the warranty / AMC shall continue to be in force at the new location and the supplier has to continue to extend his support for the same at the new location.

b) Signing of Contract/issue of Purchase Order

LIC may enter into a contract with the successful bidder and/or issue Purchase Order to the successful bidder, incorporating all clauses of RFP, all clarifications and the response to the RFP of the successful bidder.

5.15 PERFORMANCE GUARANTEE AND CONTRACTING

5.16.1 Performance Guarantee

The prospective bidder is required to furnish a Performance Bank Guarantee for 3% of the contract value. No interest shall be payable on the Performance Bank Guarantee amount. The

required PBG should be submitted to LIC within 15 days from the date of letter issued by LIC for selection as the "selected bidder / vendor". The PBG shall be valid for a period of 42 months (including six 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 / offsite support etc. required as per this RFP.

5.16.2 Failure to Submit Performance Bank Guarantee

If the bidder fails to submit the performance bank guarantee within 15 business days from the date of issue of letter of Intent to award the tender/contract, LIC shall have the right to terminate the tender/contract and seek damages from the bidder. The bidder shall be liable for any and all costs, expenses, losses, or damages incurred by LIC as a result of such failure to submit the performance bank guarantee. This shall be without prejudice to any other rights or remedies available to LIC under this RFP or at law.

5.16.3 Validity of Performance Bank Guarantee

The PBG shall be valid for the duration of the agreement/contract/purchase order and for any additional period of days as decided by LIC from the date of completion of the obligations specified in this tender. The PBG shall not be cancelled or withdrawn by the issuing bank during the validity period without the prior written consent of the LIC. The bidder shall be responsible for renewing the PBG if necessary, in accordance with the terms of this RFP. If the PBG is not renewed or if the PBG expires before the completion of the obligations specified in this RFP, LIC shall have the right to call upon the PBG for the full amount. This shall be without prejudice to any other rights or remedies available to the LIC under this RFP or at law.

5.16.4 Purchase Order

The notified Bidder will be issued a purchase order upon acceptance of the letter of intent to award the bid by LIC as per the terms and conditions of this RFP.

LIC reserves the right to issue the purchase order in compliance with:

- Provision of the CVC and Government of India on procurements
- General Financial Rules 2017 for contract management

a. 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.

b. LIC, at all times, reserve the right to modify, include or exclude procurement of products under consideration in this RFP if it is to LIC's advantage to do so.

5.16.5 Issue of Purchase Order

Post submission of Performance Guarantee by the successful bidder, LIC shall issuea purchase order to the successful bidder, incorporating all clauses of RFP, all clarifications and the response to the RFP of the successful bidder.

6. TERMS AND CONDITIONS

The Terms & Conditions mentioned in this section will be applicable to the Selected Bidder (Vendor) with whom LIC contracts as an outcome of this RFP process.

6.1 PROJECT DURATION

The initial project duration will be for a period of initial deployment and integration and 3 **Years (36 months) of annual subscriptions from the date of Go Live with the services .The charges must be valid for duration of project and no enhancement will be permitted.**

LIC reserves the right to terminate or reduce scope of services for convenience as per Clause 6.25.

6.2 OPTION TO EXTEND PROJECT DURATION AND SCOPE

RENEWAL OF SUBSCRIPTION: PRICE VARIATION CLAUSE

There would be no change in the subscription charges for the initial 3 years post go live other than the quoted subscription charges in the bid.

Subscription charges post 3 years will be based on the published pricing of the OEM as available prior to the renewal date. However, any increase in the subscription charges post 3 years will be capped at a maximum of 5% on an annual basis.

In case the published pricing by the OEM is not available, the revision will be based on mutual discussion subject to the following Maximum Price Change; Subscription fees upon renewal after the initial period of 3 years not to exceed the maximum price change.

Maximum Price Change: percentage change equal to the annual change in the index 'Price Index' (calculate by averaging the annual change of the price index for the available last four(4) fiscal quarters immediately preceding the date of the applicable fee increase ; provided that the maximum price change shall never be more than 5% five percent .

The increase would be linked to Consumer Price Index

The project duration may be extended by LIC for duration of 1 year on each occasion and on mutually agreed terms and conditions. Any extension exercised in accordance with the purchase order takes effect from the end of the then project duration.

LIC may also avail services for additional mobile application and users as per business requirements.

6.3 SERVICES LOCATION

MUMBAI

6.4 GENERAL OBLIGATIONS OF THE PARTIES

The Selected vendor will, at all times:

i. Act reasonably in performing its obligations;

ii. Diligently perform their respective obligations' and work together with LIC in a collaborative manner.

iii. The Vendor will supply the services:

a. With due skill and care and to the best of the Vendor 's knowledge and experience;

b. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, leading practice and guidelines;

c. Using the Specified Personnel;

d. In accordance with all applicable Laws;

e. In accordance with any reasonable directions in relation to the services to be provided by the vendor, given by LIC from time to time;

f. 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;

iv. The Vendor will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

v. The Vendor will be obliged to work closely with LIC's staff (if required), act within its own authority and abide by directives issued by LIC and undertake implementation activities.

vi. 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.

6.4.1 Warranties

The Vendor will have to represent and warrant that:

a. It has the right to enter into the Contract resulting this RFP;

b. It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;

c. Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;

d. The Services will be complete, accurate and free from material faults; and

e. It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into LIC's systems or any Deliverables any Harmful Code.

6.4.2 Access to LIC's Premises

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

6.4.3 Conduct at LIC's Premises

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

6.5 SUBCONTRACTING

a. NO Subcontracting is permitted for the scope of work to be provided to LIC pursuant to this RFP; however, the Bidder being a System Integrator is allowed to avail services of OEM for meeting the Scope of Work under this RFP and its subsequent corrigendum/corrigenda.

b. As per scope of the RFP, the subcontracting may be explicitly prohibited or permitted. If there is no mention of subcontracting in the RFP, Bidder has to obtain written permission from LIC before contracting any work to subcontractors and obtain LIC's authorization to sub-contract for areas in the scope of work to be provided to LIC pursuant to this RFP. LIC at its own discretion may permit or deny the same.

c. The bidder is responsible for all the services provided to LIC regardless of which entity is conducting the operations. The contracting Vendor (bidder/system integrator) is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and LIC can obtain independent audit report for the same.

d. The bidder should provide subcontracting details to LIC and if require, LIC may evaluate the same.

6.6 ASSIGNMENTS

The vendor will not be allowed to assign, in whole or in parts, its obligations under the Contract/RFP, to any other entity except to the OEM and with Corporation's prior express consent.

6.7 RFP AMENDMENTS

No variation in or modification of the terms of the RFP shall be made except by written amendment signed by both LIC and the vendor. Any changes in law, taxes and policies shall be governed through the provision of clause 6.14.

6.7.1 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.

6.8 MONITORING PROGRESS

6.8.1 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 unless any other frequency is agreed to by LIC in writing.

6.8.2 Reporting

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

6.9 PERFORMANCE ASSESSMENT

6.9.1 Assessment of Services

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

6.9.2 Notice of non-compliant Services

a. If LIC considers that all or part of the Services does not meet the specifications, LIC will notify the Vendor within seven Business Days of assessing the Services against the specifications.

b. LIC will include reasons for the Services not meeting the specifications in the notice given under clause a.

6.9.3 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 within the period as requested by the bidder or period as mutually agreed upon by both the parties.

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.

6.10 PERSONNEL

6.10.1 Use of Specified Personnel

a) The Vendor will provide the Services or any part of the Services to which their particular experience relates, with the active involvement of, and using the skill of the Specified Personnel

b) Ensure that each of the Specified Personnel is aware of and complies with the Vendor's obligations in providing the Services.

6.10.2 If the Specified Personnel are not available

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

The Vendor will:

a) If requested by LIC, provide a replacement person of suitable ability and qualifications, having appropriate technical qualifications and experience equivalent or more than the replaced person, at no additional charge and at the earliest opportunity; and

b) Obtain LIC's written consent prior to appointing any such replacement person.

6.10.3 LIC may Request Replacement of Personnel

LIC may at any time request the Vendor to remove from work any of the Specified Personnel. The Vendor must promptly arrange for the removal of such Personnel and their replacement.

6.11 INTELLECTUAL PROPERTY RIGHTS

6.11.1 Third Party Material

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

6.11.2 Rights in Vendor's Pre-existing IPR

All IPR including the existing documents and materials developed or otherwise obtained independent of the efforts of a party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that party.

During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the term of this Agreement.

Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Vendor should grant LIC a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to LIC as a part of the service or deliverables only for its internal business operations.

Under such license, either of the parties will have no right to sell, assign or transfer the pre-existing work of the other party to a Third Party. LIC's license to pre-existing work is conditional upon its compliance with the terms of this Agreement and the perpetual license

applies solely to the pre-existing work that bidder leaves with LIC at the conclusion of performance of the services.

6.11.3 LIC ownership of Intellectual Property Rights in Contract Material

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

6.11.4 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.

6.11.5 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.

6.11.6 IPR Warranty

The Vendor will warrant that:

a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and

b. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 6.11.

6.11.7 Remedy for breach of warranty

If someone claims, or LIC reasonably believes that someone is likely to claim, that all or part

of the Warranted Materials infringe their Intellectual Property Rights, the Vendor will, in addition to the indemnity under clause 6.15 and to any other rights that LIC may have against it, promptly, at the Vendor's expense:

a. Use its best efforts to secure the rights for LIC to continue to use the affected Warranted Materials free of any claim or liability for infringement; or

b. Replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

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

d. LIC shall not be held liable for and would be absolved of any responsibility or claim/litigations 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.

6.11.8 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.

6.12 MORAL RIGHTS

6.12.1 Obtaining consents

To the extent permitted by applicable Laws and for the benefit of LIC, the Vendor will:

i. give, where the Vendor is an individual; and

ii. Use its best endeavours 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.

6.12.2 Specified Acts

In this clause, Specified Acts means:

i. Crediting 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);

ii. Materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;

iii. Reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and

iv. Adding any additional content or information to the Contract Material.

6.13 PAYMENT TERMS

1) No advance payment or interest payment will be made by LIC.

2) Payment will not be released till the completion of the in-scope activities.

3) Payments will be made as per conditions mentioned in Annexure H1, H2, H3, H4, subject to bidder completing in-scope activities for the agreed project plan. 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.

4) 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.

5) The payment will be released by the IT 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.

6) 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.

7) The Amount against Penalties, if any will be recoverable from the payment or from any other payment due to the Vendor or from performance Bank Guarantee.

8) If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Vendor, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by LIC to the Vendor under the contract in case of over payment.

9) The Vendor will not be entitled to charge LIC for any other fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications.

10) In all other cases:

a) Following documents will be required to be submitted for release of payment:

i) Invoice printed on Vendor's own letterhead (with reference to Purchase order, description of goods/ services delivered, quantity, unit price, total amount)

ii) Proof of payment of GST/Octroi / Entry Tax (wherever applicable)

iii) UV Certificate (wherever applicable) duly signed and stamped by the Vendor, and counter-signed by the LIC officials from the concerned project/department of LIC.

11) Warranties:

a) The Vendor will have to represent and warrant that:

i) It has the right to enter into the Contract resulting from this RFP;

ii) It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;

iii) Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services

iv) The Services will be complete, accurate and free from material faults; and

b) The offer must include comprehensive on-site warranty for five years from the date of installation and acceptance of the systems by LIC. The warranty will include supply and installation of all updates and subsequent releases of security solutions.

c) All software to be supplied/ delivered and installed must be of the latest version and should form part of the OEM's current product line.

d) The bidder should also ensure that the solution proposed shall be technically compliant to perform satisfactorily as per requirements mentioned in the technical specification and deliverables.

e) The warranty, which for all practical purposes would mean Comprehensive On-site Warranty, shall start and remain valid for five years from the date of installation of products.

f) On-site warranty will start from the date of successful installation of the products subject to the acceptance of sign-off. If the vendor is unsuccessful to fine-tune the product, then the onsite warranty will be from the date of acceptance of sign off and not from the date of installation.

12) Maintenance during Warranty Period:

a) The Bidder shall attend to calls and arrange to solve the problems within the stipulated timelines as mentioned in the SLA.

b) LIC may at its discretion extend the services for onsite support and remote (offsite) support for a further period from the expiry of the Warranty period on the same terms and conditions.

c) In case of shifting of any appliance supplied by the vendor at any location of LIC, wherever the appliance has to be shifted from one LIC location to another, the vendor is required to uninstall / reinstall and maintain the system/s at the new location, without any extra cost to LIC of India on account of reinstallation. LIC will pay transportation charges, GST or any other government taxes.

d) Complaint(s) will be deemed to be resolved if the following record is available with the Corporation:

i) Customer Call Report (CCR) signed by both the service Personnel and Corporation's authorized official, confirming that the complaint is resolved.

ii) Date and time of resolution of the complaint shall be indicated clearly.

iii) Record of down time for hardware will be maintained by LIC and will be binding on the Vendor.

e) Service Personnel/ Representatives of vendor shall invariably carry their identity cards with them, without which they will not be allowed to access LIC's Systems. Service Personnel of the vendor shall have access to the servers only after obtaining clearance from LIC's authorized officials. No component of the System/data/ log information will be taken out of LIC's premises without

6.14 PRICES AND TAXES

6.14.1 Prices

Prices payable to the vendor will be fixed as derived from the submitted L1(lowest) quote and will be exclusive of GST. Prices once fixed will be valid throughout the entire contract period of three years.

Escalation of Costs: The vendor will in no circumstance be entitled to any escalation of costs or price of any material / items supplied or services tendered under the contract for the first 3 years.

The prices will not be subject to variation on any account during this duration.

6.14.2 Taxes and Duties

Vendors will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST, incurred until delivery of the contracted services to LIC.

Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.

Prices quoted **should be exclusive of GST (Central / State Government taxes/duties and levies)** but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc.

The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified separately. **GST will be reimbursed at actual.**

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.

6.14.3 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.

6.15 INDEMNITY

6.15.1 Subject to Clause 6.15.2 below, Vendor will undertake to indemnify LIC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including LIC) attributable to the Vendor's negligence or wilful default in performance or non-performance under the contract. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, trade secret or Indian patents of any third party, Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:

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 Vendor;

d. LIC 's distribution, marketing or use for the benefit of third parties of the Service; or

e. Information, direction, specification or materials provided by LIC or any third party contracted to it.

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

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

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

6.15.2 The indemnities set out in Clause 6.15.1 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

Defence 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 Defence;

iii. If the Vendor does not assume full control over the Defence of a claim as provided in this Article, the Vendor may participate in such Defence 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 for 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 Article, the Vendor will, upon payment of such Indemnity in full, be subrogated to all rights and defences 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 Clause 6.15.1 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).

6.16 LIABILITY

Except in cases of criminal negligence or wilful misconduct and in the case of infringement of patent, IPR, 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, the Supplier/vendor shall not be liable to LIC, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/vendor to pay liquidated damages to LIC and the aggregate liability of the

Supplier/vendor to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

The bidder's aggregate liability in connection with obligations, undertaken as a part of this project regardless of the form or nature of the action giving rise to such liability, shall be limited to the Total Cost of Ownership (TCO) of the project. The bidder's liability in case of third-party claims against the LIC resulting from breach of confidentiality, Wilful Misconduct or Gross Negligence of the bidder, its employees and subcontractors or from third party claims resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights shall be unlimited.

6.17 NORMALISATION OF BID

LIC, at its discretion, will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible, to ensure that Bidders are more or less on the same technical ground. After the normalization process, if LIC's technical evaluation team feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids, LIC may at its discretion ask all the technically short-listed Bidders to resubmit incrementally or totally the technical and commercial bids once again for scrutiny or to bid in the ORA accordingly based on the outcome of normalization process. LIC can repeat this normalization process at every stage of technical submission or before the commercial evaluation till LIC is satisfied. By responding to this RFP, the Bidders have agreed that they have no reservation or objection to the normalization process and all the bidders shortlisted for technical proposal evaluation will agree to participate in the normalization process and extend their cooperation to LIC during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

LIC reserves the rights to add, delete, or modify requirements /components/technical parameters/specifications at any time during the bid process, without assigning any reasons whatsoever and without being required to intimate the bidder of any such change. During technical evaluation LIC may decide not to procure some components, in such circumstances the price of such components would not be considered for commercial evaluation. LIC may at its discretion when so needed, require all or few of the bidder/OEM to do a workingPoC at no cost to LIC for duration of 3 months to assess the commercial implication of their proposal.

6.18 CONFIDENTIALITY AND PRIVACY

6.18.1 Confidential Information not to be disclosed

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 persons 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 Bidder including but not limited to its personnel, its partners, agents and associates is bound by the conditions of the Non-Disclosure Agreement submitted by the Bidder in response to the RFP before release of purchase order by LIC.

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

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

ii. Advise each such employee, before he or she receives access to information, of the obligation of bidder under this agreement and require such employees to honour these obligations. The Bidder will treat as confidential all data and information about LIC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of LIC.

Violation of NDA will lead to forfeiture of performance Bank guarantee and additionally will lead to legal action and blacklisting.

6.18.2 Exceptions to obligations

The obligations on the parties under this clause 6.18 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, including under the contract, under a license or otherwise, to be disclosed; or

f) Is in the public domain otherwise than due to a breach of this clause 6.18.

g) Lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential;

h) Independently developed by the Recipient without use or reference to such Confidential Information.

6.18.3 Obligations on disclosure

Where a party discloses Confidential Information to another person:

a. Pursuant to clauses a) and b) of 6.18.2 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 6.18.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

6.18.4 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.

6.18.5 Period of confidentiality

The obligations under this clause 6.18 continue, notwithstanding the expiry or termination of the contract:

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

b. 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

6.19 PROTECTION OF PERSONAL INFORMATION

6.19.1 Application of the clause

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

6.19.2 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.

6.20 CONFLICT OF INTEREST

6.20.1 Warranty that there is no conflict of interest

The Vendor will warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the contract no conflict of interest exists or is likely to arise in the performance of its obligations under the contract.

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

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

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

6.20.2 Notification of a conflict of interest

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

6.20.3 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.

6.20.4 Roles and responsibilities

Role of LIC

a. Providing required inputs for the service enablement.
b. Payment as per schedule.
c. Monitoring and reviewing as per RFP.

Role of Vendor

a. To ensure that the services are delivered as per scope of work and time lines are adhered to.
b. Regular monitoring, MIS to LIC regarding progress of project.
c. Proper liaison with LIC officials for smooth implementation of project.

6.20.5 Disqualifications:

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

a. Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements;
b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;

c. Submitted a proposal that is not accompanied by required documentation or is nonresponsive;

d. Failed to provide clarifications related thereto, when sought;

e. Submitted more than one Proposal;

f. Been declared ineligible by the Government of India/State/UT Government/ PSUs for corrupt and fraudulent practices or blacklisted.

g. Submitted a Proposal with price adjustment/variation provision.

6.21 SECURITY

The selected Bidder must ensure the security of the application and the data throughout the project lifecycle. The System should be compliant with the latest IT Act and Security Guidelines issued by Govt. Agencies. The outcome of this task must include, but not limited to, the following information on:

a. Approach to establishing and maintaining security responsibility and accountability

b. Granting or restricting access to all the application and data, auditing security events, auditing security configurations and changes, generating security reports, and monitoring the application for vulnerabilities and intrusions.

c. Managing user creation, assignment of new User ID (User Identification)/password/personal identification numbers (PINs), role assignments, and activity monitoring.

d. Compliance, including the approach to maintaining compliance with law, standards, best practices and LIC's enterprise security requirements.

6.21.1 Compliance with LIC requirements / Regulatory Compliance

The Vendor will ensure that its Personnel comply with:

a. All relevant security and other requirements specified in LIC 's Information Security Policy, if the same has been made aware by LIC;

b. Any other security related incidents /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 the Regulator.

6.21.2 Security clearance

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.

6.22 Removal of LIC Data

The Vendor will ensure removal and erasure of the LIC Data in its entirety when so required by LIC or upon the termination of the engagement and will provide a third party audit report of the same as confirmation of removal of LIC Data .

6.23 FORCE MAJEURE OR UNFORESEEN EVENTS

6.23.1 Occurrence of unforeseen event

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

6.23.2 Notice of unforeseen event

When the circumstances described in the contract arise or are reasonably perceived by the affected party as an imminent possibility, the affected party will give notice of

those circumstances to the other party as soon as possible but within 7 days, identifying the effect they will have on its performance. An Affected Party will make all reasonable efforts to minimize the effects of such circumstances on the performance of the contract.

6.23.3 Termination

If non-performance or diminished performance by the Affected Party due to the circumstances under the contract 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.

6.23.4 Consequences of termination

If the Contract is terminated:

i. Each party will bear its own costs and neither party will incur further liability to the other;

ii. Where the Vendor is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of intervention of the circumstances described in the contract.

6.24 DISPUTE RESOLUTION

SETTLEMENT OF DISPUTES, ARBITRATION:

1) Any dispute and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of work (whether during the progress of the work or after its completion and whether before or after determination, abandonment or breach of contract) shall be referred through Contract Executing Authority to a three members committee to be constituted by LIC of India. All disputes / representations are to be placed before the committee and the committee after due diligence and hearing both the parties will submit the report to LIC of India. The report will be shared with contractually agreed parties for their acceptances / non-acceptance. In case of non-acceptance by any of the party, the matter shall be referred to the arbitration tribunal which will be constituted by ED (IT) only after receipt of specific request from either of the aggrieved party. The arbitration tribunal prescribed herein above with shall comprise of a three members Arbitral Tribunal, one of each will be appointed by either party and both the appointed Arbitrator by either party will appoint the 3rd Arbitrator who will act as a Presiding Arbitrator. The processing of arbitration will be as per Arbitration and Conciliation Act 1996 or any statutory modifications or Amendment to it from time to time.

2) Any disputes or differences that the employer may have with the contractor shall also be referred to Arbitration.

3) All disputes between the parties to the contract (other than those for which the decision of the Chief-IT orany other person is by the contract expressed to be final & binding i.e. issues pertaining to EXCEPTED MATTERS) shall after written notice by either party to the contract to the other of them be referred.

4) 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.

5) The Arbitral Tribunal shall determine all matters in disputes other than EXCEPTED MATTERS as below:

   a. Scope of Work
   b. Technical and Functional Specifications
   c. Discrepancies (varying or conflicting provisions among documents, agreement).
   d. Suspension or discontinuation of work
   e. Acceptance of deliverables

   In the above EXCEPTED MATTERS, the decision of the Executive Director (IT) will be final, conclusive and binding on the parties hereto and shall be without appeal.

6) The references to arbitration by contractor on the matter of withholding by the Employer the certificate for interim payment can take place during the currency of the contract. However, on other kinds of disputes, unless both the parties agree in writing, reference of such disputes to arbitration shall not take place until after the completion or alleged completion of the work or termination or determination of contract.

7) It is a term of the contract that the person invoking Arbitration shall state the facts supporting his claim, the points at issue and the relief or remedy sought.

8) It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claims within 120 days of receiving the intimation from the Corporation that the final bill is ready for payment, the claims if any received after 90 days period shall be absolutely barred from reference to the Arbitrator.

9) The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or Amendment to it from time to time.

10) In all cases Arbitration shall give separate award for each dispute or difference referred to him. The Arbitration shall decide each dispute in accordance with term of the contract and give a reasoned award. The venue of arbitration shall be in accordance with Arbitration Act. However, it may preferably be at L.I.C. of India, Central Office or Place of Work Site in Mumbai only.

11) 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.

12) The Arbitration is deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

13) Any fees payment/ reimbursements payable to the Arbitrator shall be shared equally by both the parties.

14) The bidder hereby also agrees that Arbitration under this Clause shall be a condition precedent to any right of action in Law Courts under the Contract.

15) No interest will accrue on any amount during the arbitration proceedings.

16) Any legal dispute will come under the sole jurisdiction of Mumbai High Court Only.

17) Any information or documents disclosed by a party under this clause must be kept confidential and may only be used to attempt to resolve the dispute.

6.25 TERMINATION

6.25.1 Right to terminate

If Vendor fails to comply with the clause 6.9 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 immediately by giving the Vendor written notice of 30 days.

6.25.2 Termination and reduction for convenience

a. LIC may, at any time, by a prior written notice of 90 days, terminate the contractor and / or reduce the scope of the Services.

b. On receipt of a notice of termination or reduction 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, LIC is liable only for payments in respect of 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') supra, if the amount, in addition to any amounts paid or due, or becoming due, to the Vendor under the contract, exceeds 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 90 days after the Vendor'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 Vendor an agreed amount for partially completed systems and for materials and parts previously procured by the Vendor.

6.25.3 Termination by LIC for default

Notwithstanding what has been stated in clause 6.4 of this Agreement LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the purchase order 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 RFP.

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.

6.25.4 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.

6.25.5 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

6.25.6 Survival

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

a) Clause 6.11 (Intellectual Property Rights);
b) Clause 6.11.3 (IPR Warranty)
c) Clause 6.15 (Indemnity);
d) Clause 6.18 (Confidentiality and privacy);
e) Clause 6.19 (Protection of personal information);
f) Clause 6.21 (Security);
g) Clause 6.25.9 (Knowledge transfer)

6.25.7 Severability

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

6.25.8 Termination does not affect accrued rights

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

a. 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.

b. 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. Vendor will provide an export facility to obtain the data /knowledge in a usable format.

6.25.9 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 or providing access to LIC 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 Specified Personnel and Vendor 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 for more than the project duration.

6.26 NOTICES AND OTHER COMMUNICATIONS

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

6.26.1 Service of notices

A Notice must be:

a) In writing, in English and signed by a person duly authorized by the sender; and

b) Hand delivered or sent by prepaid post to the recipient's address for Notices, as varied by any notice given by the recipient to the sender.

LIC's Address for notices:

Executive Director (IT/DIGITAL TRANSFORMATION)
Life Insurance Corporation of India,
Central Office, IT Department,
6th Floor, West Wing, "Yogakshema",
Nariman Point, Mumbai – 400021.

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.

6.26.2 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:

i. If hand delivered, on delivery;
ii. 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);

6.27 MISCELLANEOUS

6.27.1 Varying the Contract

The contract may be varied only in writing signed by each party.

6.27.2 Approvals and consents

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

6.27.3 Assignment and Novation

A party may only assign its rights or novate its rights and obligations under the contract with the prior written consent of the other party.

6.27.4 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.

6.27.5 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.

6.27.6 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 able to bind or represent the other party.

b. The contract does not create a relationship of employment, agency or partnership between the parties.

6.27.7 Announcements

I. 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.

II. 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.

6.27.8 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 submits to the non-exclusive jurisdiction specified in an item of the RFP/Contract details and hence any legal dispute will come under the jurisdiction of Mumbai High Court Only.

6.28 PERFORMANCE GUARANTEE

The proceeds of the performance guarantee shall be payable to LIC as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract.

The performance guarantee will be discharged by LIC and returned with intimation to the Vendor not later than 60 days following the date of completion of the Vendor's performance obligations including any warranty obligations under the contract.

In the event of any contract amendment the Vendor shall within seven days of receipt of such amendment furnish the amendment to the Performance guarantee rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including warranty obligations.

6.29 VERIFICATION

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

6.30 SUPPORT TO BE PROVIDED BY LIC

LIC will provide the following support, post the award of the contract to the successful bidder:

Subject Matter Expert (SME) shall provide information / FAQ regarding services and Business Requirements.

a. The aspirations / expectation of the system which is planned to be procured
b. Setup meeting with stakeholders in the project.
c. Make available any earlier reports or information available with LIC that is relevant.

6.31 POWERS TO VARY OR OMIT WORK

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by LIC.

LIC shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract.

6.32 RIGHT TO AUDIT

- 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.

- 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.
- 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

6.33 Privacy and Security Safeguards

i. The bidders must ensure to report forthwith in writing of information security breaches to the Bidder by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information.

ii. The bidders need to ensure to treat information passed on to them under the agreement with the bidder as classified. Such Information will not be communicated / published / advertised by the CSP to any person/organization without the express permission of the bidder.

6.34 Compliance with IS Security Policy

The OEM/SI shall have to comply with LIC's IT & 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:

- Responsibilities for data and application privacy and confidentiality.
- Responsibilities on system and software access control and administration
- Custodial responsibilities for data, software, hardware and other assets of LIC being managed by or assigned to the Vendor
- Physical Security of the facilities
- Physical and logical separation from other customers of the Vendor
- Incident response and reporting procedures
- Password Policy
- Access management Policy

- Acceptable usage Policy (Authentication and Identity Management, Authorization and access control)
- Data Encryption / Protection requirements of LIC
- Cyber Security Policy
- Auditing
- In general, confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured
- Responsibilities in carrying out background verification of personnel deployed from vendor side regularly and submit the report as and when needed by LIC

6.35 Confidentiality

The bidders must ensure that

a) The CSP/Service Provider shall execute non-disclosure agreements with the bidder with respect to this Project. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
   i. information already available in the public domain;
   ii. information which has been developed independently by the Service Provider;
   iii. information which has been received from a third party who had the right to disclose the aforesaid information;
   iv. Information which has been disclosed to the public pursuant to a court order.

The Subcontractors will be permitted to obtain project specific data only to deliver the services the CSP has retained them to provide and will be prohibited from using project specific data for any other purpose. The CSP remains responsible for its subcontractors' compliance with CSP's obligations under the Project.

6.36 VALIDITY OF AGREEMENT

The Agreement/ SLA will be valid for the initial period of 3 Years. LIC reserves the right to terminate or extend the Agreement as per the terms of RFP/ Agreement and as extended as per provision of this RFP.

6.37 Compliance to Rule 144 (xi) in GFRs 2017

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.

Bidder to submit a Declaration as per Annexure D provided.

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