



Request for Proposal (RFP)

Implementation and Maintenance of Two Factor Fingerprint Biometric Authentication

[Ref: LIC/CO/IT-DT/2FA/RFP/2024-25]

Dated: 20/09/2024



Life Insurance Corporation of India,
Central Office,
Information Technology – Digital Transformation Department,
2nd Floor, South Wing, "Jeevan Seva Annexe",
Santacruz (W), S.V. Road, Mumbai – 400054



2fabid@licindia.com



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

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1. Definitions and Abbreviations

1.1. Definitions

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
Agreement	Any written contract signed between the LIC and the successful bidder and all the attached documents with respect to any or all deliverables or services contemplated by this RFP. The “Agreement” includes the RFP; subsequent mutually agreed modifications to the RFP, response of the selected vendor to the RFP, all addenda /corrigenda issued by LIC, the bid of the successful bidder and the contract document itself.
Authorized Signatory	The person Authorized by the company’s Board/ Managing Director/ Director through a proper authorization to represent the company for signing the bid documents on behalf of the company and finalization.
Acceptance of Tender	Means the letter/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.
Bid	The Bidder’s written submissions in response to the RFP signed by Authorized signatory.
Bidder/Vendor	Means the Firm or the company fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual capacity and participating in this RFP / Tender.
BFSI	Banking, Financial Services and Insurance companies that provide a range of such products/services.
Contract	An Agreement signed between the LIC and the Selected vendor and all the attached documents. The “Agreement” includes the RFP; all addenda /corrigenda issued by LIC, the bid of the successful bidder and subsequent mutually agreed modifications to the RFP issued by LIC, response of the selected vendor to the RFP and the agreement document itself.
Cost of Hardware / Software item	Cost of the Hardware and its peripheral /Software quoted by bidder should be inclusive of all the charges/duties/levies etc. but, Exclusive of GST and Service tax (for software) etc.
Clarifications	Means Addenda, corrigenda and clarifications to the RFP.
Concurrent users	Means the number of simultaneous users accessing the application at the same time. For the sake of removing any ambiguity, it is clarified that only those users who are actively using the Biometric Authentication application

	and not those users who are just logged in and are idle at the time of reckoning will be counted for this purpose
Contract Value	The value of lowest commercial bid made by the successful vendor during online reverse auction. The grand total of the L1 quote after conclusion of Online Reverse Auction
Day	Calendar Day
L1 quote	Lowest price discovered through Online Reverse Auction held as per the conditions of the RFP.
L1 Bidder/Successful bidder/Vendor	Means the Bidder who is found to be the L1 (lowest) bidder after the evaluation of commercial bids
Law	Shall mean any Act, notification, by law, 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
H1 Bidder	Bidder with H1 (highest) quote
H1 Elimination	Elimination of the bidder(S) quoting the highest price in the Indicative Commercial bid, if the number of technically qualified bidders is more than five
Order/PO	Means the purchase order issued in favour of the selected bidder
“Solution”/ “Services”/ “Work”/ “System”/ “IT System”	Means 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 and 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”
OEM-Original Equipment Manufacturer	An (OEM) is a company that produces parts and equipment , software that may be marketed by another company
LIC Data	“LIC Data” means all data, including all text, sound, video, or image files, emails and software, that are provided to bidder /OEM by, or on behalf of

	LIC
API (Application Program Interface)	API means mail sending using multiple protocols e.g., web API, SMTP, SMTPS
SIT	System Integration Testing – Testing of software components to ensure all software module dependencies are functionally supported and that data integrity between separate modules or applications is maintained
UAT	User Acceptance Testing – The software will be tested for functionality by panel of users to ensure it can handle required tasks in real-world scenarios according to the specifications

1.2. Abbreviations

Abbreviations	Description	Abbreviations	Description
#	Serial Number	NDA	Non-Disclosure Agreement
AMC	Annual Maintenance Contract	NIST	National Institute of Standards and Technology
API	Application Program Interface	NPM	National Project Manager
AS (IT)	Assistant Secretary (IT), LIC	NZ	Northern Zone
ATS	Annual Technical Support	OEM	Original Equipment Manufacturer
BG	Bank Guarantee	OS	Operating System
		ORA	Online Reverse Auction
BO	Branch Office, LIC	OTP	One Time Password
BOM	Bill of Material	PAN	Permanent Account Number
CC	Corporate Communication	PBG	Performance Bank Guarantee
CD	Compact Disk	PC	Personal Computer
CGST	Central Goods & Services Tax	PDI	Pre Dispatch Factory Inspection
CIDR	Central ID Repository	PO	Purchase Order
CMMI	Capability Maturity Model Integration	PoA	Proof of Address
CMS	Content Management System	POC	Proof Of Concept
CO	Central Office, LIC	Pol	Proof of Identity
CZ	Central Zone	RFP	Request for Proposal
DC	Data Centre	RHEL	Red Hat Enterprise Linux
DO	Divisional Office, LIC	RM (IT)	Regional Manager (IT), ZO, LIC
DR	Disaster Recovery	SCZ	South Central Zone
ECZ	East Central Zone	SDK	Software Development Kit
ED(IT/BPR)	Executive Director(IT/BPR)	SGST	State Goods & Services Tax
EMD	Earnest Money Deposit	SI	System Integrator
EZ	Eastern Zone	SIT	System Integration Testing
FLM	First Line Maintenance	SLA	Service Level Agreement
GST	Goods and Services Tax	SLM	Second Line Maintenance
HSM	Hardware Security Module	SNR	Site Not Ready
IEC	International Electro technical Commission	SO	Satellite Office, LIC
INR	Indian Rupee	SPOC	Single Point of Contact
IP	Ingress Protection	STQC	Standardisation Testing and Quality Certification
IPR	Intellectual Property Rights	SZ	Southern Zone
ISO	International Organization for Standardization	UAT	User Acceptance Testing
IT	Information Technology	UI	User Interface
ITB	Instructions to Bidders	UID	Unique Identification
Manager(IT)	Manager (IT), DO, LIC	UIDAI	Unique Identification Authority of India
MS	Microsoft	WZ	Western Zone
MSA	Master Service Agreement with Successful Bidder	ZO	Zonal Office, LIC
NCZ	North Central Zone	ZTC	Zonal Training Centre, LIC

1.3. 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 arises 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.

2. Request for Proposal

2.1. 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, hereby invites online bids through online e-tendering portal <https://www.tenderwizard.com/LIC> from all eligible bidders with demonstrated experience and competence to implement ‘Two Factor Fingerprint Biometric Authentication (2FA) Solution’ using Single Finger Print Biometric Scanner devices for its employees.

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 RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

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 by the bidder.

The solution proposed should migrate seamlessly with the existing Core Insurance Solution and any other web-based applications implemented in LIC in addition to the existing user-id & password authentication.

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.

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

The Eligibility & Technical Bids will be opened by the Tender opening committee of LIC in the virtual presence of the bidders/representatives who choose to attend.

The Indicative Commercial Bids of the eligible bidders will be opened on the notified date, by the Tender Opening Committee of LIC in the virtual presence of the bidders/representatives who choose to attend. Amendments/corrigendum/Reverse Auction schedule would be uploaded on <https://licindia.in/web/guest/tenders> and <https://www.tenderwizard.com/LIC> websites only.

Participation in this bid is allowed for single entity. Only the bidders who meet all the qualification criteria mentioned in Section “Eligibility Criteria” of this RFP and also submit the Pre-Contract Integrity Pact are eligible to participate in the RFP.

The bidder is free to bring in expertise from the respective OEM or service partners. For all purposes LIC will deal with only the selected bidder irrespective of the partners to the bid. The bidder should in the bid submission clearly declare the partners to the bid.

2.2. Activity Schedule

#	Activity	Details
1	RFP Reference & date	Ref: LIC/CO/IT-DT/2FA /RFP/2024-25, dated: 20/09/2024 RFP for Implementation and Maintenance of Two Factor Fingerprint Biometric Authentication RFP may be downloaded from LICs website Tenders Section. https://licindia.in/web/guest/tenders or Central Public Procurement Portal (CPPP) at https://eprocure.gov.in/epublish/app or e-Tendering System portal for LIC at https://www.tenderwizard.com/LIC
2	Address for Communication Mode of submission of Bids	The Executive Director (IT/Digital Transformation), LIC of India, Central Office, 2 nd Floor, South Wing, Jeevan Seva Annexe, Santacruz (West), <u>Mumbai-400054</u> . Bids to be submitted online on e-procurement website https://www.tenderwizard.com/LIC
3	Last date and time for sending Pre-bid Queries	27/09/2024 by 5.00 PM Pre-bid Queries to be submitted in the format as per Annexure-XV
4	Pre Bid meeting Date/Time (by pre-registration only)	01/10/2024 at 03:00 PM Pre-bid meeting would be held at the following address and also through Video Conference. LIC of India, Central Office, IT/Digital Transformation Dept., 2 nd Floor, North Wing, Jeevan Seva Annexe Building, Santacruz (West), Mumbai - 400054.

		Only 2 representatives per bidder will be allowed to attend the meeting and the names of the attendees will have to be informed to the mail id as mentioned in column 12 of this schedule, at least one working day in advance. The meeting link would be shared with the bidders who request the same through mail ID as mentioned "Mail-Id for correspondence.
5	Last Date and time for receiving further queries on Bid	03/10/2024 by 5:00 PM Queries to be submitted in the format as per Annexure-XV
6	Earnest Money Deposit	By way of BG Rs.10,00,000/- (Rupees Ten Lakhs only)(<i>scanned copy of BG to be uploaded with bid documents</i>) Bid Securing Declaration as per Annexure-XVII <i>(EMD exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should upload relevant MSME/NSIC certificate along with the bid document</i>
7	Last Date & Time for Bid Submission	24/10/2024 latest by 3:00 PM
9	Eligibility Bid opening date/time/ venue	Bid opening Date and time: 24/10/2024 at 3:30 PM. The Eligibility & Technical Bids will be opened by the Tender opening committee of LIC in the virtual presence of the bidders' representatives who choose to attend. The meeting link would be shared to the bidders who request the same through mail ID as mentioned "Mail-Id for correspondence".
10	Commercial Bid Opening	Will be intimated to the bidders, qualified on the eligibility and technical criteria, at a later date.
11	Online Reverse Auction	Will be intimated to the bidders, qualified on the eligibility and technical criteria, at a later date.
12	Website Address	https://licindia.in/web/guest/tenders
13	Contact Email-id	Any mail communication regarding this RFP must be sent to below email-id only: 2fabid@licindia.com The subject line must contain "Implementation and Maintenance of Two Factor Fingerprint Biometric Authentication RFP 2024-25". Any mail communication not sent as above is likely to get missed, for which LIC will not be responsible.

The above schedule is tentative only and subject to change. Any changes will be notified through website <https://licindia.in/web/guest/tenders>.

The Indicative Commercial Bids of the technically qualified bidders will be opened on the notified date, by the Tender Opening Committee of LIC in the presence of the bidders/representatives who choose to attend.

LIC reserves the right to extend the last date for the receipt of RFP Bids. LIC reserves the right to cancel the RFP at any time without penalty and without incurring any financial obligation to the Bidder.

Amendments/corrigendum, if any, to this RFP would be hosted on our website only.

Reverse Auction schedule will be notified on the LIC website only.

RFP ISSUING AUTHORITY:

Designation and address of the person inviting the proposal

The Executive Director (IT/Digital Transformation),
LIC of India, Central Office,
IT/Digital Transformation Department, 2nd Floor,
Jeevan Seva Annexe, S.V. Road, Santacruz (W),
Mumbai – 400 054

Note:

- (i) This is an e-Tender and hence Bids must be submitted “ON-LINE”. Tender is to be submitted online through e procurement portal <https://www.tenderwizard.com/LIC>.
- (ii) All documents to be scanned and uploaded.
- (iii) Original Bank Guarantee of EMD, MSME/NSIC Certificate and Pre-contract Integrity Pact (duly filled and signed) should be submitted separately by all the bidders in a sealed envelope bearing the name address of the bidder by within 3 days of the opening of the Eligibility Bid.
- (iv) Only Successful bidder (L1 bidder) will be required to submit the hardcopy (physical submission) of the entire uploaded document on request of LIC.

2.3. Qualification Criteria**2.3.1. Pre Contract Integrity Pact**

This RFP is issued on the condition that only those vendors/bidders who submit a signed Pre-Contract Integrity Pact on a stamp paper of ₹500/- with LIC would be eligible to participate in the bidding.

The “Pre-Contract Integrity Pact” is given in Annexure-A.

CVC Circular No. 04/06/2023 (Ref.No.015/VGL/091 dated 14/06/2023) - Standard Operating Procedure (SOP) under clause No 2.2/2.4 states "Integrity pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issues relating to execution of contract, if specifically raised before them.

Only the bidders who meet all the Eligibility Criteria for this RFP and also submit the Pre-Contract Integrity Pact are eligible to participate in the RFP.

2.3.2. General Instructions

1. The Bidder may download the RFP documents from the websites mentioned below:
 - a. LIC Website (<https://licindia.in/web/guest/tenders>)
 - b. Central Public Procurement Portal of GOI (<https://eprocure.gov.in/epublish/app>)
 - c. E-procurement portal (<https://www.tenderwizard.com/LIC>)
2. 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.
3. 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. 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.
5. 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.
6. 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.
7. 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.
8. Response to this RFP by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.

9. 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.
10. 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.
11. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
12. Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non-compliant and the Bid may be rejected. 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.
13. LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP and the contract 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.

2.3.3. Issue of Corrigendum

1. 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.
2. At any time prior to the last date for receipt of Bids, LIC, may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP Document by issuing corrigendum.
3. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on LIC'S website <https://licindia.in/web/guest/tenders> under Tender section and also on Central Public Procurement Portal of GOI under the link <https://eprocure.gov.in/epublish/app>.
4. Any such corrigendum shall be deemed to be incorporated into this RFP.
5. In order to allow Bidders a reasonable time to take the amendments if any, into account in preparing their Bids, LIC, at its discretion, may extend the last date for the submission of Bids.
6. Any change in the timelines as decided by LIC will be posted in LIC website and Central Public Procurement Portal of GOI. No separate notification shall be issued

in the press. The Bidders, in their own interest are requested to check both Websites regularly to know the updates.

2.3.4. 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 resulting agreement and any purchase orders to be issued to the successful bidder and any resulting contracts with the vendor/s from time to time as an outcome of this RFP Process.

Detailed Terms and Conditions are elaborated in **Clause 4** of the RFP.

2.3.5. Information provided in 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.

2.3.6. Consortiums or sub-contractor

No consortium or joint bid or sub-contracting is allowed.

2.4. 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.

2.5. Relationship between LIC and Bidders

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

2.6. Information provide 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 obtain independent 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.

2.7. Earnest Money Deposit

2.7.1. Earnest Money Deposit

Bidders shall submit, along with the Technical Bid, EMD of ₹ 10,00,000 (Rupees Ten Lakhs only) in the form of unconditional and irrevocable Bank Guarantee (BG) issued by any Nationalised/Scheduled Bank as per the format given in Annexure-III, which should be executed by a Nationalized or Scheduled bank, acceptable to LIC, payable at Mumbai. The soft/scanned copy of the BG is to be uploaded online with bid. However, the Bidder is required to submit the original BG document to LIC within 3 days of the opening of the Eligibility Bid.

- a. EMD shall be valid for a period of 6 months from the date of RFP.
- b. LIC will not pay any interest on the EMD for any period in any case.
- c. Non-submission of EMD along with Eligibility-Bid document may disqualify the Bidder.
- d. EMD, without interest, will be returned to the issuing Bank with intimation to the Vendor after acceptance of Purchase Order and/or Signing of the Contract(s) by the vendor and submission of required Performance Bank Guarantee (PBG). No interest will be paid on the EMD.
- e. The EMD of the unsuccessful Bidders as per the technical and commercial evaluation, will be returned to the issuing Bank with intimation to vendor without interest:
 - i. after the process under this RFP is over, and
 - ii. after the contract between LIC and the Successful Bidder gets executed or the purchase order issued by LIC with respect to this RFP is honoured by the Successful Bidder
- f. The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if:
 - i. In case the successful bidder backs out of the L1 quotes after declaration of the result of the RFP or if
 - The successful bidder fails to sign the contract
 - The successful bidder fails to furnish unconditional and irrevocable Bank Guarantee towards the Performance Guarantee as mentioned in this RFP
 - The successful bidder fails to furnish Non-Disclosure Agreement (NDA) as per LIC's format (Annexure-VII)
 - ii. The Bidder makes any written statement or encloses any form which turns out to be False / incorrect at any time prior to signing of Contract.

- iii. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP.
 - iv. The Bidder withdraws or amends its Bid during the period of Bid validity
 - v. Bidder does not respond to requests for clarification of its proposal.
 - vi. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - vii. The soft copies of the item specifications (technical and commercial) are not submitted or not readable.
 - viii. Bids submitted without EMD or EMD not submitted conforming to above criteria, will be treated as non-responsive and will be summarily rejected by LIC.
- g. Bidders shall submit duly filled Bid Securing Declaration form with the bid documents as per Annexure-XVII.

In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. In such a case, the bidder may refuse this request without forfeiting its Bid security (EMD).

2.7.2. Exemption of EMD:

- i) Micro, Small & Medium Enterprises (MSME) units and MSME Start-ups are exempted from payment of EMD, provided the Services they are offering, are rendered by them.
- ii) Bidder should submit valid supporting documents issued by competent Govt. bodies to become eligible for the above exemption. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get EMD exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission or/and bid documents submission.
- iii) "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 EMD.

2.8. Pre-Bid Meeting & Clarifications

- a) LIC shall hold a pre-bid meeting with the prospective bidders as stated in Activity Schedule. Only 2 representatives maximum per bidder will be allowed to attend the meeting and the names of the attendees will have to be informed to LIC by the bidder/prospective bidder through the mail id for correspondence as mentioned in the Activity Schedule, at least one working day in advance.
- b) The pre-bid meeting will also be held through video conference. The meeting link would be shared with the bidders who request the same through mail ID as mentioned "Mail-Id for correspondence".
- c) Representatives of the bidder(s) attending the pre-bid meeting will have to bring their company Identity Cards at the time of pre-bid meeting for verification. The Bidders will

have to ensure that all their queries are submitted in one consolidated mail in a single excel sheet as per the format mentioned in (e) below, latest by the Date and Time mentioned in the Activity Schedule.

- d) Clarifications if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document have to be obtained by the bidder through the pre-bid queries only latest by the date & time mentioned in the Activity Schedule. Thereafter, no representations/queries will be entertained in this regard. Later on, if any issue(s) arise(s), LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.
- e) The queries for pre-bid meeting should necessarily be submitted 3 days prior to pre-bid meeting in the following format (**Annexure-XV-Pre-Bid Queries**) to the email id 2fabid@licindia.com. The file size per e-mail should not exceed 1MB. No other form of communication shall be entertained.

#	RFP Document Reference(s) (Section & Page Number)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause

- f) LIC will endeavour to provide timely response to all queries. However, LIC shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by LIC.
- g) No consideration will be given to communications from bidders seeking clarifications for pre-bid queries received after the date and time stipulated by LIC and no extension of time will be permitted for the same. However, LIC reserves the right to extend the last date and time for the same at its own discretion.
- h) 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 clarifications requested by prospective Bidders, modify the RFP Document by clarifications.
- i) The clarifications will be notified to the Bidders on our website at <https://licindia.in/web/guest/tenders>. These clarifications (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document.
- j) Requests for clarification on telephone will not be entertained.

2.9. Instructions for Bid Submission

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

All documents are to be scanned and uploaded. Online bids are hereby invited for the works mentioned below through online e-Tendering System portal <https://www.tenderwizard.com/LIC> from the intending bidders. For more details about e-tendering process refer 'Annexure-XVI- Online Tendering Guidelines' Information and Instructions to the Bidders for using Online Electronic Tendering System.

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. 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.

- a) The bidder should not respond to this RFP / quote for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected.
- b) Three-bid system (Eligibility, Technical and Commercial) will be followed by LIC for this RFP.
- c) 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.
- d) The bid may be rejected if
 - i. Bid is not signed by the duly Authorized signatory or
 - ii. Bid submitted is unsigned or partially unsigned or
 - iii. An image of signature found pasted on pages instead of wet signature
- e) All copies of the bid (all documents and Annexures submitted as a part of bid or called for by LIC) must be serially numbered and duly signed/digitally signed on each page and stamped on each page. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for un-amended printed literature.
- f) Original Bank Guarantee of EMD, MSME/NSIC Certificate and Pre-contract Integrity Pact (duly filled and signed) should be submitted separately in a sealed envelope bearing the name address of the bidder within 3 days of the opening of the Eligibility Bid.
- g) The decision of LIC shall be final and binding in that regard.
- h) Ordinarily the bid shall contain no overwriting or corrections. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them.
- i) The Bidder should certify that the contents of the USB are the same as that provided by way of hard copy/soft copy submitted. In the event of a discrepancy; the softcopy of bids uploaded online would prevail.
- j) The documents uploaded on e-procurement platform should clearly indicate the details they belong to.
- k) Please Note that Prices must not be indicated in the Eligibility/Technical Bid, failing which the Bid may be rejected. The indicative prices are ONLY to be quoted in the commercial bid.
- l) The Bidders should submit their Bid along with required documents and Certificates as stated in the RFP.
- m) The hard copies (to be submitted by only successful bidder) of the bid (all documents and Annexures submitted as a part of bid or called for by LIC) must be serially

numbered and duly signed/digitally signed on each page and stamped on each page. However the physical copy of BG submitted in lieu of EMD is to be submitted to LIC office within 3 days after Eligibility bid is opened.

- n) 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.
- o) Prices for all the components shall be quoted in Indian Rupee. The Bids in currencies other than INR will not be considered.
- p) The specifications (Technical and Commercial Bids format) shall be submitted in the Excel sheets as per respective Annexures specified in this RFP.
- q) The technical specifications sheets and commercial-bid format/sheet in the spread sheets will be password protected by LIC. The password used on the spread sheets will be validated by LIC for checking the authenticity of the file. If the password does not match, EMD or a part thereof may be forfeited and bid may be rejected.
- r) In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, LIC has the right to reject or disqualify the bidder.
- s) During Technical Bid evaluation if any deviation is observed, LIC may call for clarifications and may decide to accept any deviation at its discretion and decision of LIC in this matter will be final. However, this will be done before opening of commercial bids.
- t) If any compliance or clarification sought by LIC is not submitted within 5 working 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 and binding.

2.10. Technical Bid

The Technical-Bid document should contain the following:

- (i) Covering letter (*on bidder's letterhead*) giving reference of this RFP and consent for acceptance of all the Terms & Conditions of this tender (*including modifications, if any, issued subsequently*) and mentioning list of all the enclosures.
- (ii) Technical requirements compliance sheet as per Annexure-X: Functional & Technical Requirements (to be given separately in an Excel sheet).
- (iii) Technical details/brochures of the product(s) as given in the Technical bid. No indications as to price aspect or financial stipulations are to be given in the technical bid, failing which the bid shall be rejected.

Note: *The above list of requirements is indicative only. The vendor should refer to the bid document for **all** requirements that are required to be submitted in the technical bid document.*

2.11. Commercial Bid (Indicative Price)

Price is to be quoted in **Indian Rupees** only.

- a) All quotes should conform to the format as mentioned in the Commercial Bid

(Indicative). The details are to be given as per Annexure-XII.

- b) The prices quoted should be inclusive of all costs except GST.
- c) It will be the responsibility of the bidder to take care of all formalities, if any, necessary as per rules / regulations / orders of any government/ non-government / regulatory authority in force.
- d) The price quoted shall not be subjected to variations in exchange rate, taxes, duties, levies or variation in labour rates etc.
- e) Bidders are advised to make a detailed study of the requirements of the project and ensure that the prices/rates quoted are all inclusive including the support required from the OEM in the execution and continuous monitoring of the project during the Contract period, as no deviation in any of the conditions would be permitted and nor would any increase in prices be allowed during the contract period.
- f) The Bidder should have the capability to implement and maintain the project during the contract period of 5 years. The vendor should also be able to carry out any changes, if necessitated by LIC during the contract period of 5 years.

Documents Required for Bid Submission

2.11.1. Eligibility Bid

S.No.	Documents
1.	Annexure A – Pre-Contract Integrity Pact
2.	Annexure – I: Bid Response Covering Letter
3.	Annexure - II: Eligibility Criteria
4.	Annexure – III: Earnest Money Deposit - Bank Guarantee
5.	Annexure XIII – Format of MAF
6.	Annexure IV - Self Declaration Format
7.	Annexure XIV – Make in India Certificate
8.	MSME/NSIC certificate (if claiming EMD exemption for Micro and Small Enterprises)
9.	Annexure XVII– Bid Securing Declaration
10.	Annexure XIX- Land Border Clause
11.	Annexure XVIII – Service Support Details – Escalation Matrix

2.11.2. Technical Bid

S.No.	Documents
1.	Annexure X – Functional and Technical Requirements
2.	Annexure V– Project Citation Details
3.	Annexure VI - Bill Of Quantity
4.	Annexure VIII – Personnel Deployment Plan
5.	Annexure IX – Technical Bid Form (Covering Letter)
6.	Annexure XI – Hardware Sizing Details Document

2.11.3. Indicative Commercial Bid

1	Annexure – XII: Indicative Commercial Offer Details
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The above list of requirements is indicative. The bidder should refer to the complete RFP for all requirements that are required to be submitted along with Eligibility Bid, Technical Bid and Commercial Bid. The Annexures and their contents should be submitted as stated in the format only. The Bid may be rejected in case of non-adherence to any of the above instructions.

Any request for the change in the terms and conditions of the RFP document, will not be accepted.

2.11.4. 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 in writing. LIC may decide to accept any deviation at its discretion. However this will be done before opening of commercial bids. If any compliance or clarification sought by LIC is not submitted within 5 working 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 and binding.

2.11.5. Modification and Withdrawal of the Bids

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

2.11.6. 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, appendices/annexures and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 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 analysis may be rejected.
- e) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f) Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid, in, the best interests of LIC.

- g) If a bid is not responsive and not fulfilling all the conditions of the RFP, it will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- h) Rejection of non-compliant bid:
- LIC reserves the right to reject any or all bids on the basis of any deviation(s).
 - Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

2.12. Bid Validity Period

Bids shall remain valid for six months from the last date of submission prescribed by LIC, in 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 to an extension of the period of validity. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

2.13. Late Bids

Bids submitted 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.

2.14. Rejection of Non-Compliant Bid:

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

2.15. Relationship between LIC and Bidders

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

2.16. Evaluation Process-Introduction

The evaluation will consist of following stages:-

- **Stage 1 – Eligibility Criteria**
- **Stage 2 – Technical Evaluation**
- **Stage 3 - Commercial Evaluation**

The Evaluation of the various proposals will be undertaken to enable LIC to identify the best partner to custom build the 2FA Solution based on:

- Ability to meet minimum eligibility criteria evaluation.
- Ability to meet detailed Functional Requirements
- Ability to meet detailed Technical Requirements
- Implementation Capabilities
- Support capabilities
- Business Case and Total Cost

The eligibility and the evaluation criteria are to be fulfilled by the Bidder in his individual capacity except for those criteria where stated otherwise. Bidders experience will be considered if the same is from an acquired entity or derived from parent company, bidder in this case being the demerged entity, and supported with documentary evidence.

2.16.1. Stage 1 - Eligibility Criteria Evaluation

The Bidder needs to comply with all the eligibility criteria. Non-compliance to any of the eligibility criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in Annexure-II - Eligibility Criteria. Any credential detail mentioned in Annexure-II and not accompanied by relevant proof / documents to the satisfaction of LIC may not be considered for evaluation. LIC may require the bidder to submit confirmations/clarifications on their submission.

All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide. The documentation furnished by the bidder will be examined prima facie to see if the technical skill-base and financial capacity and other bidder attributes claimed therein are consistent with the requirements of this project and meet the eligibility (pre-qualification) criteria as specified in this RFP.

The existing/previous vendors of LIC will have to submit satisfactory performance certificate from LIC.

Proposals not complying with the requirements of the eligibility criteria (pre-qualification) will not be processed further.

The decision of LIC would be final and binding on all the Bidders to this document. LIC may accept or reject an offer without assigning any reason whatsoever.

Kindly refer Annexure-II - Eligibility Criteria

2.16.2. Stage II - Technical Bid Evaluation

The technical bids will be evaluated only of those bidders who fulfil the eligibility criteria. Bidder needs to meet the criteria as per Annexure-X – Functional and Technical Specifications in their individual capacity unless stated otherwise. At the sole discretion and determination of LIC, LIC may add any other relevant criteria for evaluating the

proposals received in response to this RFP. Such modifications shall be declared well in advance. To assist in Technical Evaluation, LIC reserves the right to call for any clarification from any/all bidder during the Eligibility Criteria Evaluation & Technical Bid Evaluation of the bids. Such clarifications should be submitted only in writing. However, no other correspondence on bids will be entertained.

Proof of Concept

Bidders who are short-listed based on criteria as mentioned under bidder's qualification criteria of this RFP may have to demonstrate Proof of Concept (POC) of their Biometric solution. The scope of the POC will be advised along with letter intimating short-listing of the vendor. POC may be subject the following conditions, but the list is not exhaustive:

- a. All and any cost associated with demonstrating the POC (including provision of Servers, technical resources, travel cost, boarding cost etc.) will be to the account of the bidder and LIC will not bear any cost.
- b. LIC reserve its right to extend / shorten the period of POC where needed.
- c. Bidders who have failed in the POC will automatically stand disqualified technically.

Technical Presentation

- a. LIC may require the Bidders to make presentations regarding various aspects of the proposed solution which will be a part of bid submission. This process will also enable LIC to clarify issues that may be identified from the Bidders' response to the RFP.
- b. LIC may schedule the presentations and intimate the bidders of the time and location.
- c. Failure of a bidder to complete a scheduled presentation may result in the rejection of that Bidder's proposal.
- d. The agenda for the presentation will be shared along with the exact time and location for the presentation.

Technical Negotiations

- a. Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Bidder to improve the Terms of the RFP.
- b. LIC and the Bidders will finalize the Terms of the RFP, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from LIC to ensure satisfactory implementation of the assignment. LIC shall prepare minutes of negotiations which will be signed by LIC and the Bidder.
- c. LIC may go for normalization of hardware and software after consultation with all the bidders and accordingly they may have to resubmit BOM/BOQ if required.

Design, Implementation & Project Management Methodology

- a. The Bidder will submit architectural design, implementation methodology proposed for 2FA solution and the project management process. The

- methodology proposed would be examined against the completeness and adherence to the requirements stipulated in the RFP document.
- b. The Bidder needs to elaborate on the proposed end to end solution architecture covering:
 - i. Design & architecture
 - ii. Integration aspects
 - iii. Application: Ease of use, user-friendliness, accuracy, scalability, response time, etc.
 - iv. Infrastructure and Security Architecture
 - c. The Bidder needs to elaborate on the methodology for project implementation and management. These should include;
 - i. Detailed Project Plan
 - ii. Qualifications including education, certifications, relevant work experience of the personnel planned to be deployed as per the response as per Annexure VIII. Personnel Deployment Plan would be used for evaluating the Bidder on the skills and experience in accordance with the requirements of this project.
 - iii. Control Measures for ensuring the quality implementation

The Biometric based de-duplication Solution proposed by the bidder should confirm to the requirements listed out in **Annexure-XI**.

2.16.3. Stage 3 – Commercial Bid Evaluation

Only those Bidders who qualify in Eligibility and Technical evaluation would be shortlisted for commercial evaluation via Reverse Auction conducted by LIC's Authorized e-Procurement service provider.

The Indicative commercial bid has to be in the format as provided in Annexure-XII – Indicative Commercial Bid Details.

Indicative Commercial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. Thereafter, the technically qualified bidders are required to participate in online reverse auction for which web-based e-tender platform will be made available by LIC for the L1 Bid Price determination.

The indicative commercial Bid details will need to be provided for all requirements of LIC to arrive at TCO (Total Cost of ownership) of the solution.

Goods and Services Tax will be payable as per applicable rates decided by Govt. of India.

2.17. 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 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 16.09.2020 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>
- 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-I local supplier', the lowest bidder among the 'Class I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- 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.

2.17.1. 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%.
- e) It is mandatory to submit a Certificate of Local Content as per Preference to Make in India. The bidder must be Class I or Class II or Class III local supplier for participating in this tender. The bidder has to submit the certificate in the form of self-declaration on their letterhead and duly signed by the authorized signatory.

2.17.2. Verification of local content

The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and submit the certificate in the form of self-declaration as per Annexure-XIV-Make in India Certificate on their letterhead and duly signed by the authorized signatory 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.

2.17.3. Land Board Clause

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

2.18. Online Reverse Auction

After opening of Indicative Commercial Bids of Technically qualified bidders, Online Reverse Auction will be held.

- a) The Indicative Commercial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. Thereafter, the technically qualified bidders subject to provisions of Price Variation Factor and H1 Elimination clause are required to participate in online reverse auction for which web-based e-tender platform will be made available by LIC. The date, time, platform and process of online reverse auction will be communicated to the bidders by LIC.
- b) Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder.
- c) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d) The commercial figure quoted will be an all-inclusive figure inclusive of software for middleware, out of pocket expenses, traveling, boarding, permits, lodging all costs, local tax, charges, duties, fees, levies, and all taxes except GST. Vendors will be entirely responsible for all other taxes, duties, license fees, road permits, transit insurance etc. except GST incurred until delivery of the contracted services to LIC.
- e) LIC shall conduct the 'Reverse Auction Process' for the L1 Bid Price determination. During reverse auction, the participating bidders shall input only the total cost that they have to offer for 2FA Solution. The online reverse auction commercial quotes of technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:
- f) Any conditional bid would be rejected.
- g) The bidder shall arrange the Digital certificates for online reverse auction (at no cost to LIC) from a Certifying Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000, as amended from time to time.

- h) In case, only one bidder is technically qualified, no reverse auction will take place and LIC reserves the right to cancel this RFP without assigning any reason and without any liability to the Bidder or any other person or party.
- i) LIC will determine the Start Price and other parameters for the Reverse Auction –
- on its own and / or
 - evaluating the price band information available in the commercial bids of the technically qualified bidders and/or
 - Based on the lowest quote received in the commercial bids.
- j) Based on the Total Cost of Ownership (TCO) declared by the Bidders during the Reverse Auction, the Bidders will be categorized as L1, L2, L3 etc. (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.)
- k) The bidder with the L1 Quote, post the Online Reverse Auction and Commercial evaluation will be declared L1 Bidder.
- l) The final outcome of the bidding process will be published on the LIC website.
- m) 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.
- n) The bidder would need to provide all costs in Annexure-XII Commercial bid details.
- o) In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid and EMD.
- p) The selected L1 bidder will be informed about the selection and the result will be notified on the LIC website <https://licindia.in/web/guest/tenders> and the bidders are advised to visit the above website for any information in reference to this RFP.
- Within 15 days of notification of award from LIC, the Bidder will furnish Performance Bank Guarantee, valid for the entire contract period. After the submission of Performance Bank Guarantee by the successful Bidder, the Bidder will be required to enter into a contract with LIC.
- q) In case the selected bidder fails to submit performance guarantee within the time and manner stipulated, LIC at its discretion may cancel the notification of award placed on the selected bidder without giving any notice whatsoever.
- r) In the event the Bidder has not quoted or has omitted any product or service, then it will be deemed that the Bidder shall provide the same product and/or service at no additional cost to LIC.
- s) At the end of warranty period, the contract may be renegotiated as mutually agreed by both parties. The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.
- t) At this stage, the bank guarantee of the unsuccessful Bidder(s) shall be returned to the issuing Bank with intimation to the Bidders.

2.19. Selection of Bidder

2.19.1. Award Criteria

LIC will notify the bidder in writing who is declared as the successful L1 bidder bi at the end of online reverse auction as per terms and conditions of this RFP.

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

LIC reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, thereby without 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.

2.19.3. Notification of Award

After Online Reverse Auction, LIC will notify the successful bidder in writing, through a letter of Notification Award, that their proposal has been accepted and send the Bidder the Contract Form 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. LIC's decision in this matter will be final and binding. In case the tendering process has not been completed within the stipulated period, LIC may like to request the bidders to extend the validity period of the bid and EMD.

2.19.4. 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 selected vendor is required to submit an unconditional and irrevocable Performance Bank Guarantee (PBG) to LIC in form of a Bank Guarantee equal to 3% of the total Contract Value. No interest shall be payable on the PBG amount. The Bank Guarantee should be as per the format given as Annexure-III - Bank Guarantee should be executed by a Nationalized or Scheduled Bank acceptable to LIC payable at Mumbai.

The required PBG should be submitted to LIC within 15 days from the date of letter issued by LIC for selection as the "selected vendor". Performance Guarantee should be valid for five years from the date of Purchase Order. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of extension of contract period.

In case of extension of the contract by LIC, the vendor should submit fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity period of the tender. This should happen within one month prior to the expiry of the earlier PBG, unless otherwise intimated by LIC.

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

The performance guarantee will be discharged by LIC and returned to the issuing Bank with intimation to 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 agreeing to such amendment, furnish the amended performance guarantee, valid for the duration of the Contract as amended, including warranty obligations.

The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract:

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

If vendor fails to submit the required PBG within 15 days period as mentioned above, penalty of Rs.5,000/- per day (subject to maximum penalty of Rs.1,00,000/-) will be imposed. In case the selected bidder fails to submit performance bank guarantee even after the elapse of 35 days from the date of letter issued for selection as the "selected vendor", LIC at its discretion, may cancel the allotment of the contract to the concerned bidder and treat the RFP as cancelled.

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 support etc. required as per this RFP.

2.19.5. Issue of Purchase Order

Post submission of Performance Guarantee by the successful bidder, LIC will issue a purchase order in favour of successful bidder, incorporating references to this RFP, corrigendum, all clauses, mutually agreed modifications pre-bid clarifications and the proposal of the bidder.

2.19.6. Non-Disclosure Agreement (NDA)

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

The successful bidder has to sign a duly notarized Non-Disclosure agreement on a stamp paper of ₹ 500/- (Rupees Five hundred only) as per the format given in Annexure-VII duly signed by the Authorized Signatory of the Company.

2.19.7. LIC's right to vary requirement.

LIC reserves the right at the time of award of contract and during the term of the contract to vary the quantity of services specified in the RFP without any change in unit prices or other terms and conditions.

2.20. Contacting LIC

No Bidder shall contact LIC or its employees, through any means of communications on any matter relating to its bid, from the date of floating the RFP/ 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 designated email-id as given in the Activity Schedule. 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 bid.

2.21. Right to terminate the Process

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 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.
- b) This RFP document does not constitute an offer by LIC. The bidder's response to this RFP may result into selection of bidder after completion of selection process as detailed in this RFP document.
- c) 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.
- d) LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.

2.22. 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 of service delivery 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.

2.23. 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 Life Insurance Corporation of India 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 Selection Process. In such an event, the Life Insurance Corporation of India 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 the Life Insurance Corporation of India for, inter alia, time, cost and effort of the Life Insurance Corporation of India, in regard to this RFP, including consideration and evaluation of such bidder’s Proposal.

Without prejudice to the rights of LIC under Clause above and the rights and remedies which the Life Insurance Corporation of India may have under the Letter of Notification of Award or the Agreement, if Bidder, as the case may be, is found by LIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the 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 finding, 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 the Life Insurance Corporation of India who is or has been associated in any manner, directly or indirectly with the Selection Process or the Letter of Notification of Award 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 the Life Insurance Corporation of India, 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 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 the Life Insurance Corporation of India in relation to any matter concerning the Project;

- b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of Incomplete facts, in order to influence the Selection Process;
- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any 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.

3. Eligibility Criteria (EC)

Bidder’s Eligibility Criteria and Submission Requirements and Format

- a. Bidder’s meeting the following criteria are only eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.
- b. Bidder must make the payment towards the Bid Processing Fee and the EMD as eligibility submission unless exempted.
- c. Non-compliance to any of the eligibility bid requirements will result in the rejection of the Bid.
- d. Please provide your compliance, below each mentioned item and also reference to the Page Number of submissions for the supporting documents and references.
- e. The response to the Eligibility Criteria (EC) should contain detailed responses to all the conditions mentioned below.
- f. Bidder to satisfy all the criteria in his individual capacity unless mentioned otherwise.

S. No.	Description of Eligibility Criteria	Support Document required	Remark
A	General		
1.	The bidder should be a registered entity in India or a company/statutory body owned by Central/State Govt.	Copies of the Certificate of Incorporation issued by the Registrar of Companies with full address of the Registered Office of the entity Name of the Company: Date of Registration: CIN No	Annexure II

2.	The bidder should be registered for GST	Copy of Goods and Services Tax registration certificate	
3.	The bidder should have valid PAN number.	Copy of PAN card or Letter quoting PAN number and signed by Authorised Signatory of the bidder.	
4.	The bidder should have valid ISO 9001 certification series certification for information security management	Copy of ISO 9001 certificate, valid as on the date of bid submission.	
5.	Bidder should have the solution for implementation of Two Factor Fingerprint Biometric Authentication (Recognition of Finger) and/ or authentication of transaction.	The bidder in their company's letter head shall provide undertaking to this effect.	Annexure IV
6.	The bidder should not be barred/blacklisted from participating in bids by Govt/Semi Govt/PSU for any reason as on the date of release of this RFP.	The bidder in their company's letter head shall provide undertaking to this effect.	Annexure IV
7.	Certificate from the Company Secretary/Authorized Signatory (in original) detailing the pending litigation, if any, by the bidder or against the bidder, which will materially affect the ability of the Bidder to provide the Services under this RFP indicating the correct and current status of the case.	In case there are no pending litigations by and against the bidder as mentioned above, the Certificate should explicitly mention that fact. The bidder in their company's letter head shall provide undertaking to this effect.	Annexure IV
8.	Bidder should have experience of minimum three years in providing the service in fingerprint biometric solution.	The bidder in their company's letter head shall provide undertaking to this effect.	Annexure IV
9.	The bidder (including its OEM, if any) should be Class-I local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020. This condition is for bidders/OEM who are bidding under Public Procurement (Preference) to Make in India.	Certificate of local content to be submitted.	Annexure-XIV

10.	Power of Attorney	Duly executed Power of Attorney by the Company's Board/Managing Director/Director or Board resolution in the name of the Authorized Signatory.									
B	Financial										
1.	The Bidder should have registered standalone revenue of at least Rs.20 crores each year in the last three accounting years preceding the date of release of this RFP.	Statement of standalone revenue for the last three accounting years signed by the practising Chartered Accountant or authorised signatory duly supported by copy of Audited Balance Sheet and Profit and Loss account	Annexure II								
2.	The bidder has registered net profit (after tax) in the last three accounting years preceding the date of release of this RFP.	Statement of profit/loss after tax for the last three accounting years signed by practising Chartered Accountant or authorized signatory duly supported by copy of Audited Balance Sheet and Profit and Loss account	Annexure II								
3.	The bidder should have positive net worth in each of the last three financial years (2021-22; 2022-23 and 2023-24)	CA/ CFO/CS certificate or Documentary evidence to the satisfaction of LIC, to prove positive net worth during last three financial years ((2021-22; 2022-23 and 2023-24).									
		<table border="1"> <thead> <tr> <th>FY</th> <th>Net Worth (in crores)</th> </tr> </thead> <tbody> <tr> <td>2021 – 22</td> <td></td> </tr> <tr> <td>2022 – 23</td> <td></td> </tr> <tr> <td>2023 – 24</td> <td></td> </tr> </tbody> </table>	FY	Net Worth (in crores)	2021 – 22		2022 – 23		2023 – 24		
FY	Net Worth (in crores)										
2021 – 22											
2022 – 23											
2023 – 24											
C	Technical Competence										
1.	The bidder should have implemented and go live/completed the proposed 2FA Finger Print Biometric Solution including authentication engine, de-duplication engine, etc. which supports minimum 5,000 biometric (fingerprint) users in any three Indian BFSI or PSU or Government departments/ autonomous bodies in India in last three years prior to the date of this RFP. Deployed solution in any of the projects should have capability to support upto 80000 biometric fingerprint devices and 150	<p>Bidder to submit customer credentials, copies of purchase orders, completion/go live certificate etc. The sites should be reference able.</p> <p>The Purchase Order and implementation with Go Live/Completion date should be within the period of three years from the date of this RFP.</p>	Annexure VI								

	concurrent users from central matching or de-dup engine.		
2.	The bidder must provide at least 5 technically qualified personnel in integration or implementation of 2FA Finger Print Biometric Solution (authentication engine, de-duplication engine, etc.) for existing Cogent CSD 200/200i/Precision PB510/Mantra MFS100 as well as proposed fingerprint devices.	The bidder in their company's letter head shall provide undertaking to this effect.	Annexure IV
3.	The biometric authentication engine should support minimum 150 authentications per second.	Benchmark or Certificate from the biometric authentication engine OEM with configuration details	Annexure II
4.	In case, the Bidder is not the OEM for 2FA solution, the bidder should have a back-to-back agreement with the respective OEM to provide support / replacements/ maintenance / up-grades during the period of contract with LIC.	Bidder to submit a letter of authorization from the OEM of the 2FA solution	Annexure XIII
5.	The bidder should have a network of its own offices, or partner arrangements throughout the country for supply, implementation and support of the proposed solution. In case of any tie-ups the sole responsibility as per the scope of this RFP shall be binding on the bidder.	The bidder in their company's letter head shall provide undertaking to this effect.	Annexure IV

All copies of the documents should be attested by the authorised signatory of the bidder with company seal.

3.1. List of enclosures to be uploaded along with Eligibility bid:

The Eligibility bid document should contain the following:

- Letter for Authorized Signatory.
- Covering letter, application form and details asked as per Annexure-I.
- Copy of Certificate of registration/incorporation.
- Copy of GST registration certificate.
- Attested and authenticated copies of audited Balance sheets for the last three financial years preceding the date of this RFP (Please do not attach annual report booklets).
- Self-declaration for in business of providing 2FA Solution for more than 3 years.

- (g) Declaration about non-blacklisting.
- (h) Documentary evidence like certificate from customers or copies of Purchase Orders etc. or certificate as per Annexure-V.
- (i) *Copy of EMD for Rs. 10,00,000/- in form of a Bank Guarantee as per Annexure-III.
- (j) *Copy of Pre-contract Integrity Pact as per enclosed format. (Annexure-A).
- (k) MAF from OEM as per enclosed format (**Annexure-XIII**).

***Original Pre-Contract Integrity Pact and Bank guarantee to be submitted to LIC within 3 days of opening of Eligibility Bid.**

This list is not exhaustive but only indicative. The bidder should refer to the bid document for all requirements to be submitted with the eligibility bid. The annexures should be as per format only. The bid may be rejected in case of non-adherence to above instructions.

Bid may be rejected if bids are not signed by the Authorized signatory and designated official(s), as asked in the respective clauses/annexure of the RFP or if instructions are not followed.

4. Terms and Conditions

- i. The Bidder is expected to examine all instructions, statements, forms, terms, conditions and specifications in the bid document. Failure to furnish all information required by the bid document or submission of a bid not responsive to the bidding document in every respect will be at the Bidder's risk and may result in rejection of his bid. While the Corporation has made considerable effort to ensure that accurate information is contained in this RFP, the information contained in this RFP is supplied solely as a guideline for bidders.
- ii. Any notice by one party to the other pursuant to the Contract shall be sent by email/letter and confirmed in writing to the address specified for that purpose in the Contract. All communications shall be addressed to The Executive Director (IT/Digital Transformation), LIC of India, Central Office, IT/Digital Transformation Department, 3rd Floor, Jeevan Seva Annexe Bldg, S.V. Road, Santa Cruz – West, Mumbai 400054.
- iii. LIC may waive off any minor non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.
- iv. Bid with insufficient information, for thorough analysis, may be rejected.
- v. LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- vi. It will be the responsibility of the vendor to take care of all the formalities (wherever and whatever applicable) as per rules/tax laws/regulations/orders of any government/ non-government/ regulatory authority in force etc.

4.1. Contract Period

Unless terminated in accordance with the terms and conditions of this RFP, the duration of the Contract Period will be 5 years from the date of signing of contract between LIC and the selected Bidder. The contract period may be extended for a period agreed upon mutual terms between LIC and the vendor but not extending for a period of three years.

4.2. Services Location

Vendor should provide the services to any office of LIC at any location as may be required by LIC and mutually agreed. The middleware, however, shall be installed only in LIC's data centre at Mumbai and at a DR location at LIC's colo data centre at Bangalore.

4.3. General obligations

The selected vendor will, at all times:

- a) Act reasonably in performing its obligations;
- b) Diligently perform its respective obligations; and
- c) Work together with LIC in a collaborative manner.

4.4. Obligations of the selected vendor

4.4.1. Vendor will supply the services:

- a) with due skill and care and to the best of 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, best practice and guidelines;
- c) using the skilled 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;

4.4.2. Vendor will be obliged to work closely with LIC's staff, act within its own authority and abide by directives issued by LIC and undertake implementation activities;

4.4.3. 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 Vendors' negligence. Vendor will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated;

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

4.5. Warranties

Vendor will have to represent and warrant that:

- a) It has the right to enter into the Contract resulting from this RFP;
- b) It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
- c) Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- d) The Services provided 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.

4.6. Access to LIC's premises

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

4.7. Conduct at LIC's premises

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

4.8. Subcontracting

Vendor will not be allowed to subcontract without written consent of LIC.

4.9. Assignments

Vendor will not be allowed to assign, in whole or in part, its obligations under the Contract, to any entity without written consent of LIC.

4.10. Documentation

Provision of Documentation

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

Documentation requirements

The Documentation must at the time of delivery:

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

4.11. Varying the Services

4.11.1. Variations proposed by LIC

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

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

4.11.2. Effective date of variation

Any variation in the Services will takes effect from the date on which the parties execute a Change Order. The contract will be amended to give effect to the change order.

4.11.3. Change Order

If any such change causes an increase or decrease in the scope of, or the time required for, the vendors' performance of any provisions under the Contract, an equitable adjustment shall be made in the scope or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by vendor for adjustment under this clause will be asserted within fifteen (15) days from the date of the vendors' receipt of LIC's change order.

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

4.11.4. Change Requests

The following would constitute a Change request:

- a) Any work which has not been specifically mentioned in the scope of work of the RFP, the annexures and the pre-bid queries;

- b) Any changes in the deliverables post approval by LIC.
- c) The basis of this cost would be as quoted by the vendor in the **Annexure XI**.

In such a case, the additional cost/effort estimated by the bidder and its impact would be discussed and finalized with the Vendor.

4.11.5. Contract Amendments

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

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

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

Vendor, will, in the performance of the Services:

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

4.13. 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.

4.14. Monitoring progress

4.14.1. 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 and monthly thereafter, unless other frequency is agreed to by LIC, in writing.

4.14.2. Reporting

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

4.15. Performance assessment

4.15.1. Assessment of Services

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

4.15.2. Notice of non-compliant Services

- a) If LIC considers that all or part of the Services does not meet the specifications, LIC will notify Vendor within 7 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) above.

4.15.3. 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;
- 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 or such other time as agreed mutually in writing.

4.16. Intellectual Property Rights

4.16.1. 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 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 LIC has taken possession of the software through its rights bestowed upon by the Escrow arrangement.

4.16.2. 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 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.

4.16.3. Products and fixes

All products and related solutions and fixes provided pursuant to this work order shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Vendor would be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether

licensed for a fee or free of charge) and any derivatives of the foregoing which are made available to LIC which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to LIC when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

4.16.4. Third Party Material

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.

4.16.5. LIC ownership of Intellectual Property Rights in Contract Material

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

4.16.6. Rights in Vendor's Pre-existing IPR

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

4.16.7. IPR Warranty

Vendor will warrant that:

- i. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- ii. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this Clause 4.17.

4.16.8. 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, Vendor will, in addition to the Indemnity under clause 4.20 and to any other rights that LIC may have against it, promptly, at the Vendors' expense:

- i. 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
- ii. 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.

- iii. Vendor will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, IPR, trademark, copy right or industrial design rights arising from use of the Vendors' Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC.
- iv. The LIC shall not be held liable for and would be absolved of any responsibility or claim/litigation arising out of the use of any third party software or its components or modules supplied by the bidder in terms of requirements of this RFP.

4.16.9. 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, Vendor will act expeditiously to extinguish such claim. If Vendor fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, Vendor will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to Vendor of such claim, if it is made, without delay as when received.

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

4.17. Moral Rights

- **Obtaining consents**

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

- i. give, where Vendor is an individual; and
- ii. use its best endeavours to ensure that each of the Personnel used by 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.

- **Specified Acts**

In this clause, Specified Acts means:

- i. Falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act, 1957);
- 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.

4.17.1. Obligation to pay

LIC will pay to Vendor for the deliverables & Services, subject to:

- i. The terms of this clause; and
- ii. The Deliverables & Services meeting the SLA.

4.17.2. Incorrect invoices, under/over payment

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

LIC is under no obligation to pay any amount in excess of the Charges mentioned in the Payment Schedule.

4.18. Prices and Taxes

4.18.1. Prices

Prices payable to vendor will be fixed as derived from the Final L1 quote as obtained after the Online Reverse Auction and will be exclusive of GST. Prices once fixed will be valid throughout the entire contract period..

Escalation of Costs: Vendor will in no circumstance be entitled to any escalation of costs for price of any material/items supplied or services tendered under the contract. The prices will not be subject to variation on any account.

4.18.2. 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.

Goods and Service Tax will be payable as per applicable rates decided by Govt. of India.

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.

4.18.3. Deduction of Taxes at Source

LIC will deduct taxes from the amounts due and payable to Vendor, wherever applicable. LIC will provide Vendor with the statement of any taxes deducted by LIC on payments under the contract. 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 Vendor.

4.19. Indemnity

(a) Subject to Clause 4.19(b) below

Vendor will undertake to indemnify LIC from and against all Losses on account of bodily injury, death or damage to tangible personal property of any person, corporation or other entity (including LIC) attributable to the Vendor's negligence or 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 Vendor infringes a copyright Patent or 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:

- i. LIC's misuse or modification of the Service;
- ii. LIC's failure to use corrections or enhancements made available by Vendor;
- iii. LIC's use of the Service in combination with any product or information not owned or developed by Vendor;
- iv. LIC's distribution, marketing or use of the Service for the benefit of third parties; or
- v. Information, direction, specification or materials provided by LIC or any third party contracted to it.

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

- i. Procure the right for LIC to continue using it;
- ii. Replace it with a non-infringing equivalent; or
- iii. Modify it to make it non-infringing.

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

(b) The indemnities set out in Clause 4.19(a) above

Shall be subject to the following conditions

- i. LIC, as promptly as practicable, informs Vendor in writing, of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii. LIC will, at the cost of Vendor, give 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 Vendor does not assume full control over the Defence of a claim as provided in

this Article, 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 vendor;

- iv. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of Vendor;
- v. All settlements of claims subject to indemnification under this Clause will:
 - (a) be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff or all liability in respect of such claim; and
 - (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vi. LIC will account to 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 Vendor may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii. In the event that Vendor is obligated to indemnify LIC pursuant to this Clause, 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 4.19(a) 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).

4.20. Liability

Except in cases of criminal negligence or wilful misconduct and in the case of infringement of patent, IPR, trademark, copyright or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by vendor and used/consumed by LIC, the Vendor shall not be liable to LIC, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of vendor to pay liquidated damages to LIC and the aggregate liability of 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.

4.21. Insurance

In connection with the provision of the services, Vendor must have and maintain during the Contract Period, valid and enforceable insurance policies for:

- Public Liability;

- Either professional indemnity or errors and omissions; and
- Workers' compensation as required by law.

4.22. Confidentiality and privacy

4.22.1. 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 person not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its proposal.

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

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 Vendor 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 Vendor 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 the bidder under this agreement and require such employee to honour these obligations.

The Vendor will treat as confidential all data and information about LIC, obtained while 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 termination of contract, legal action and blacklisting.

4.22.2. Exceptions to obligations

The obligations on the parties under this clause 4.22.1 will not be taken to have been breached to the extent that Confidential Information:

- (a) is disclosed by a party to its Advisors 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 shared by LIC within LIC's organisation, or with another Agency, where this serves legitimate interests;
- (f) is authorized or required by law, including under the contract, to be disclosed;
- (g) is in the public domain otherwise than due to a breach of this clause 4.22.1;
- (h) is lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential; or
- (i) is independently developed by the Recipient without use or reference to such Confidential Information.

4.22.3. Obligations on disclosure

Where a party discloses Confidential Information to another person:

Pursuant to clauses (a), (b) or (e) of 4.22.2 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;

Pursuant to clauses (c) or (d) of 4.22.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

4.22.4. Additional confidential information

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.

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.

4.22.5. Period of confidentiality

The obligations under this clause 4.22 will continue, notwithstanding the expiry or termination of the contract:

- i. Any item of information, for the contract period including any extension period and one year thereafter; and
- ii. 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.

4.23. Protection of personal information

4.23.1. Application of the clause

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

4.23.2. Obligations

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.

4.24. Conflict of interest

4.24.1. Conflict of Interest

- i. The successful Bidder shall not have a conflict of interest that may affect the Selection Process. Any bidder found to have a conflict of Interest shall be disqualified. In the event of disqualification, the Life Insurance Corporation of India shall forfeit and appropriate the EMD (Bank Guarantee), as mutually agreed genuine pre-estimated compensation and damages payable to the Life Insurance Corporation of India for, inter alia, the time, cost and effort of the Life Insurance Corporation of India including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to the Life Insurance Corporation of India hereunder or otherwise.
- ii. The Life Insurance Corporation of India requires that the Bidder provides professional, objective, and impartial services and at all times hold the Life Insurance Corporation of India's interests paramount, avoid conflict 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 Life Insurance Corporation of India, or that may place it in a position of not being able to carry out the assignment in the best interests of the Life Insurance Corporation of India.
- iii. Without limiting the generality of the above, the Vendor shall be deemed to have a conflict of Interest affecting the Selection Process, if:
 - (a) the Vendor, or and any other Bidder, have common controlling shareholders or other ownership interest;
 - (b) such Vendor receives or has received any direct or indirect subsidy or grant from any other Bidder; or
 - (c) such Vendor has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to the Life Insurance Corporation of India for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.

4.24.2. Warranty that there is no conflict of interest

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

4.24.3. Notification of a conflict of interest

Vendor shall make a disclosure to LIC as soon as any potential conflict comes to its 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 Vendor under this Clause, decide whether it wishes to terminate his Services or otherwise, and convey its decision to Vendor within a period not exceeding 15 (fifteen) days.

4.24.4. Ambiguities within the Document

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

- i. Apart from the clauses where specifically mentioned all other terms and conditions of the RFP are applicable.
- ii. 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;
- iii. 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
- iv. As between any value written in numerals and that in words, the value in words shall prevail.

4.25. Security

4.25.1. Compliance with LIC requirements

Vendor will ensure that its Personnel comply with:

- i. All relevant security and other requirements specified in LIC's Information Security Policy, if the same has been made aware by LIC;
- ii. Any other security procedures or requirements notified, in writing, by LIC to Vendor. 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.
- iii. Any regulatory guidelines about IT security issued by the Regulator.

4.25.2. Security clearance

LIC may, from time to time, notify 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 Vendor must comply with and ensure its Personnel act in accordance with that notice.

Vendor will be responsible for all costs associated with obtaining security clearances.

4.25.3. Removal of LIC Data

The Vendor will not, and will ensure that its Personnel, without authorisation, do not:

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

4.26. Books and records

4.26.1. Vendor to keep books and records

The vendor will:

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

4.26.2. Costs

The vendor will bear the costs of complying with Clause 4.26.

4.27. Audit and Access

4.27.1. Right to Audit

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

relevant information, records/data to such auditors and/or inspecting officials of the LIC/ IRDAI and or any regulatory authority required for conducting the audit. LIC reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) & findings made on the Service Provider in conjunction with the services provided to LIC.

4.27.2. No reduction in responsibility

The requirement for, and participation in, audits does not in any way reduce Vendor's responsibility to perform its obligations in accordance with the Contract.

4.27.3. Survival

This clause applies for the Contract Period including any extension period or till the termination or expiry of the Contract.

4.28. Force Majeure or Unforeseen events

4.28.1. Occurrence of unforeseen event

LIC or 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 Vendor only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organisation.

4.28.2. Notice of unforeseen event

When the circumstances described as per 4.28.1 above 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.

4.28.3. 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 or other period as agreed, the other party may terminate the Contract immediately by giving the Affected Party written notice.

4.28.4. 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 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.

4.29. Dispute Resolution

4.29.1. Reconciliation Process

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

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

Continuity of Performance: In the event of a dispute between the Party and the LIC, each party will continue to perform its obligations under this Agreement during the resolution of such dispute unless and until this Agreement is terminated in accordance with its terms.

4.29.2. Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

4.29.3. Parties to resolve Dispute

During the 30 days after a notice is given under clause 4.29.2 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period, then, any such dispute or difference whatsoever arising between the parties to the contract out of or relating to the construction, meaning, scope, operation or effect of the contract or the validity of the breach thereof, shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein.

If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the Mumbai High Court. The provisions of the Arbitration and Conciliation Act, 1996, will be applicable and the award made there-under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held within the jurisdiction of Mumbai High Court.

No interest will accrue on any disputed amount during the course of arbitration proceedings.

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.

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.

Any legal dispute will come under the sole jurisdiction of Mumbai High Court only.

4.29.4. Confidentiality

Any information or documents disclosed by a party under this Clause 4.31:

- i. Must be kept confidential; and
- ii. May only be used to attempt to resolve the Dispute.

4.29.5. Costs

Each party to a Dispute must pay its own costs of complying with this clause 4.29. The parties to the Dispute must equally pay the costs of the arbitrator.

4.29.6. Termination of process

A party to the Dispute may terminate the dispute resolution process by giving notice to the other party after it has complied with the provision of this clause 4.29. Clauses 4.29.4 and 4.29.5 survive termination of the dispute resolution process.

4.29.7. Breach of this clause

If a party to the Dispute breaches provision of this clause 4.29, the other party does not have to comply with those clauses in relation to the Dispute.

4.30. Termination

4.30.1. Right to terminate

If Vendor fails to comply with the Clause 4.15 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 vendor written notice of 30 days.

4.30.2. Termination and reduction for convenience

- (a) LIC may, at any time, by a prior written notice of 30 days, terminate the contract or reduce the scope of the Services.
- (b) On receipt of a notice of termination or reduction of scope of the services 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 to work on any part of the Services not affected by the notice.
- (c) If the contract is terminated under the contract, LIC is liable for payments only for Services rendered before the effective date of termination;
- (d) If the scope of the Services is reduced, LIC's liability to pay the Service Charges or to provide LIC Material abates in accordance with the reduction in the scope of

Services.

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

4.30.3. Termination by LIC for default

Notwithstanding what has been stated in Clause 4.30.2 of this RFP, LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to vendor, terminate the Contract in whole or part, if vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if vendor fails to perform any obligation(s) under the Contract after a 30 days cure period is given to the vendor to cure the default.

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 vendor shall be liable to LIC for any excess costs for such similar systems or Services. However, vendor shall continue the performance of the Contract to the extent not terminated.

4.30.4. Termination for Insolvency

LIC may at any time terminate the Contract by giving written notice to vendor, if vendor becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to 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 vendor till the effective date of termination.

4.30.5. After termination

On termination of the contract, vendor must:

- i. stop work on the services;
- ii. deal with LIC material as directed by LIC; and
- iii. return all of LIC's confidential information to LIC.

4.30.6. Survival

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

- i. Clause 4.16 (Intellectual Property Rights);

- ii. Clause 4.19 (Indemnity);
- iii. Clause 4.21 (Insurance);
- iv. Clause 4.22 (Confidentiality and Privacy);
- v. Clause 4.23 (Protection of Personal Information);
- vi. Clause 4.25 (Security);
- vii. Clause 4.5 (Warranties);
- viii. Clause 4.27 (Audit and Access);
- ix. Clause 4.32 (Knowledge Transfer); and
- x. Clause 8.3 (Training).

4.30.7. Severability

If for any reason whatever, any provision of this Contract 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 Contract or otherwise.

4.30.8. Termination does not affect accrued rights

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

4.30.9. Consequences of Termination of the Selected Bidder

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

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

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

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

4.31. Business continuity beyond contract period

At the end of the contract period the vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for business continuity. The vendor will provide an expert facility to obtain the data/knowledge in a usable format. The vendor shall render all reasonable assistance and help LIC and any new service provider engaged by LIC for smooth switch over and continuity of service.

4.32. 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:

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

4.33. Compliance with IS Security Policy

- i. The Vendor 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:
- ii. Responsibilities for data and application privacy and confidentiality;
- iii. Responsibilities on system and software access control and administration;
- iv. Custodial responsibilities for data, software, hardware and other assets of LIC being managed by or assigned to the Vendor;
- v. Physical Security of the facilities;
- vi. Physical and logical separation from other customers of the Vendor;
- vii. Incident response and reporting procedures;
- viii. Password Policy;
- ix. Access management Policy;
- x. Acceptable usage Policy (Authentication and Identity Management, Authorization and access control);
- xi. Data Encryption / Protection requirements of LIC;
- xii. Cyber Security Policy;
- xiii. Auditing;

- xiv. In general, confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured;
- xv. Responsibilities in carrying out background verification of personnel deployed from vendor side regularly and submit the report as and when needed by LIC;

4.34. Exit Management

4.34.1. Purpose

- i. This clause sets out the provisions which will apply on expiry or termination of the Contract, the Project Implementation, Operation and Management SLA.
- ii. In the case of termination of the Project Implementation and/or Operation and Management SLA, the Parties shall agree at that time whether, and if so during what period, the provisions of this clause shall apply.
- iii. The Parties shall ensure that the parties themselves as well as their respective associated entities carry out their respective obligations set out in this Exit Management clause.

4.34.2. Cooperation and Provision of Information

During the exit management period:

- i. Vendor will allow LIC or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable LIC to assess the existing services being delivered;
- ii. Promptly on reasonable request by LIC, vendor shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by vendor or sub-contractors appointed by vendor). LIC shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. Vendor shall permit LIC to have reasonable access to its employees and facilities as reasonably required by LIC to understand the methods of delivery of the services employed by vendor and to assist appropriate knowledge transfer.

4.34.3. Confidential Information, Security and Data

Vendor will, promptly on the commencement of the exit management period, supply to LIC or its nominated agency, the following:

- i. Information relating to the current services rendered and customer and performance data relating to the performance including that of sub-contractors in relation to the services;
- ii. Documentation relating to the Project's Intellectual Property Rights;
- iii. Documentation relating to sub-contractors;

- iv. All current and updated data as is reasonably required for purposes of LIC transitioning the services to its Replacement Implementation Agency in a format acceptable to LIC or its nominated agency; and
- v. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable LIC, or its Replacement Implementation Agency to carry out due diligence in order to transition the provision of the Services to LIC.
- vi. Before the expiry of the exit management period, vendor shall deliver to LIC or its nominated agency all new or updated materials from the categories set out in 4.27 above and shall not retain any copies thereof.
- vii. Before the expiry of the exit management period, unless otherwise provided under the contract, LIC or its nominated agency shall deliver to vendor, all forms of confidential information pertaining to vendor, which is in the possession or control of LIC or its users.

4.34.4. Employees

Promptly on reasonable request at any time during the exit management period, vendor shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to LIC or its nominated agency, a list of all employees (with job titles) of vendor dedicated to providing the services at the commencement of the exit management period.

4.34.5. Transfer of Certain Agreements

On request by LIC or its nominated agency, vendor shall effect such assignments, transfers, licenses and sub-licenses as LIC may require in favour of LIC, or its Replacement Implementation Agency in relation to any equipment lease, maintenance or service provision agreement between vendor and third party lessors, vendors, and which are related to the services and reasonably necessary for carrying out of replacement services by LIC or its nominated agency or its Replacement Implementation Agency.

4.34.6. Rights of Access to Premises

At any time during the exit management period, vendor will be obliged to give reasonable rights of access to (or, in the case of located on a third party's premises, procure reasonable rights of access to) LIC or its nominated agency and/or any Replacement Implementation Agency in order to make an.

Vendor shall also give LIC or its nominated agency, or any Replacement Implementation Agency right of reasonable access to the Vendors' premises and shall procure for LIC or its nominated agency and any Replacement Implementation Agency rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the contract as is reasonably necessary to migrate the services to LIC or its nominated agency, or a Replacement Implementation Agency.

4.34.7. General Obligations of vendor

Vendor shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to LIC or its nominated agency or its Replacement Implementation Agency, which vendor has in its possession or control at any time during the exit management period.

For the purposes of this, anything in the possession or control of vendor, its associated entity, or sub-contractor is deemed to be in the possession or control of vendor.

- i. Vendor shall commit adequate resources to comply with its obligations under this Exit Management Schedule.
- ii. The vendor shall accept the data/content from LIC as per the mutually agreed format.
- iii. The vendor shall ensure that the email content is not infringing, libellous, defamatory, obscene, pornographic, abusive, harmful, threatening, harassing, stalking, embarrassing tortuous, offensive, hateful, or racially, ethnically or otherwise objectionable, misleading or violating any law or rules laid down by statute or any right of any individual or third party.

4.34.8. Exit Management Plan

Vendor shall provide LIC or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Project Implementation and the Operation and Management SLA as a whole.

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Implementation Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services, and of the management structure to be used during the transfer;
- b) plans for the communication with such of vendor's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the LIC's operations as a result of undertaking the transfer;

(if applicable) proposed arrangements for the segregation of the Vendors' networks from the networks employed by LIC and identification of specific security tasks necessary at termination; Plans for provision of contingent support to LIC, and Replacement Implementation Agency for a reasonable period after transfer. The terms of payment as stated in the Terms of Payment Schedule include the costs of vendor complying with its obligations under this. In the event of termination or expiry of Contract, and Project Implementation, each Party shall comply with the Exit Management Plan. During the exit management period, vendor shall use its best efforts to deliver the services. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule. This Exit Management plan shall be furnished in writing to the LIC within 90 days from the date of contract.

4.35. Notices and other communications

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

Service of Notices

A Notice must be:

- i. In writing, in English and signed by a person duly authorized of either party; and
- ii. Hand delivered or sent by registered and 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,
2nd Floor, South Wing, "Jeevan Seva Annexe",
Santacruz (W), S. V. Road,
Mumbai – 400054.
Email: ed_it@licindia.com

Bidder's Address for notices:

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.

Effective on Receipt

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

- a) If hand delivered, on delivery;
- b) If sent by registered and 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).

4.36. Miscellaneous

i. **Varying the Contract**

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

ii. **Approvals and consents**

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

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. Announcements

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

viii. 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 the contract details and hence, any legal dispute will come under the jurisdiction of Mumbai High Court only.

4.37. Inspection and Tests

The inspection of the systems shall be carried out to check whether the solution software is in conformity with the technical specifications and quantity attached to the contract. Vendor will dispatch the systems to the designated office of LIC, after internal inspection and testing.

• System Acceptance & Solution Acceptance

System shall be deemed to have been accepted by LIC, subsequent to its commissioning,

when all the activities as defined in the scope of work related to the acceptance of system have been successfully executed and completed and a certificate from the duly authorized official of LIC, in writing, is obtained by vendor. The date of acceptance of system will be the one stated in the Certificate from LIC. The entire System and components deployed should function continuously without any problem for 30 days as a pre-requisite for the Acceptance Certificate as required. If there are any software failures in these configurations that occur during this period, the vendor must take all necessary actions to correct the failure and then the 30 day trouble free period will restart. Acceptance sign-off cannot be by email/fax or from officials not authorized for such purpose.

• IPv6 Compliance

The proposed solution covering all Hardware, Software, Operating System and other related software must be IPv6 compliant and must have capability to secure IPv6 networks and also secure against IPv6 networks. Compliance in this regard should be submitted along with the technical specifications in the technical bid documents. The solution complete in all respects, should be either IPV6 Compliant or should be IPV6 supported.

4.38. Support to be provided by LIC

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

- i. Provide the information on current IT infrastructure already available relevant to the project;
- ii. The aspirations / expectation of the system which is planned to be procured;
- iii. Identify the project Champion to ensure complete involvement from start to the finish of the project;
- iv. Setup meeting with stakeholders in the project; and
- v. Make available any earlier reports or information available with LIC that is relevant.
- vi. Identify the Project Co-ordinator to ensure complete involvement from start to finish of the project.

4.39. Performance Assessment/Penalties

Bidder will submit project plan and detailed timelines covering all the phases of all activities listed in the RFP to be completed within the mentioned project duration. This project plan and detailed timelines should be submitted along with the consent to the purchase order issued by LIC after finalization of the bidding process.

Milestone Schedule:

Vendor shall perform all services and deliver all deliverables in accordance with the Milestone Schedule. In the event that vendor fails to meet any Milestone Date, in addition to any other legal or equitable remedies available to LIC, vendor and LIC agree

that the amount of damage payable by vendor to LIC will be the following amount for the delay in number of weeks or part thereof beyond the applicable Milestone Date for any services or deliverable:

There shall be a penalty for non-adherence to the time schedule (Milestone Schedule). The total penalty, including all penalties, will be capped at ten percent (10%) of the Contract Value.

Penalties:

As given in Schedule of Service Level Agreement

If the penalties are beyond 10% of the contract value then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and cost of vendor. Vendor may be debarred from applying in future assignments. To the extent that a material failure of performance of the obligations attributable solely to an act or omission of LIC causes vendor to fail to meet a Milestone Date, vendor shall be entitled to a day-for-day extension of the applicable Milestone Date caused as a result of LIC's delay.

Vendor shall pay to LIC the amounts specified in this Section as liquidated damages and not as penalty. Damages payable under this Section shall not exceed Five(5%) percent of the contract value. Vendor shall pay any amounts due to LIC as liquidated damages hereunder within 60 days of the missed Milestone Date, or, at LIC's option, such amounts may be deducted from all or any portion of the total fees payable pursuant to this Agreement or through encashment of Bank Guarantee. LIC shall notify vendor in writing of any claim for liquidated damages pursuant to this Section before deducting or recovering such sums from the fees or bank guarantee as applicable.

Acceptance:

All services and deliverables shall be subject to the LIC's review and approval. In the event that an Acceptance Test has not been met by the applicable Acceptance Date, in addition to any other legal or equitable remedies available to LIC, vendor and LIC agree that the amount of damage payable by vendor to LIC will be the following amounts beyond the two-week period after the Acceptance Date that, by reason of the Party's failure to correct any performance defects revealed during Acceptance Testing, the Acceptance Test is not met then penalties will apply as given in Schedule of Service Level Agreement.

4.40. Governance Structure for Review and Acceptance of Bidder's Work

Executive Director (IT/Digital Transformation) will be the authority for Review of Project Phases and Key project deliverables upon recommendation from the stakeholders, major change requests as well as regular and final payments.

The bidder would be required to deploy an appropriate team consisting Project Managers, Technical Specialists and Team members at LIC Central Office, Mumbai (Yogakshema and Vile Parle Offices) and at DR Site as per the requirements. The bidder should include the number and the level of people to be deployed in along with timeframes as indicated in the Scope of Work.

4.41. Substitution of Project Team Members

During the assignment, the substitution of key staff such as Project Manager, Team Leader, etc., identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the LIC by providing other staff of same level of qualifications and expertise. If LIC is not satisfied with the substitution, LIC reserves the right to terminate the contract and recover whatever payments made by the LIC to the bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, LIC reserves the right to insist the bidder to replace any team member with another (with the qualifications and expertise as required by the LIC) during the course of assignment.

4.42. Professionalism

The bidder should provide professional, objective and impartial advice at all times and hold the LIC's interests paramount and should observe the highest standard of ethics while executing the assignment.

4.43. Adherence to Standards

The bidder should adhere to laws of land and 'rules, regulations and guidelines' prescribed by various regulatory, statutory and Government authorities.

4.44. Escalation matrix

The escalation matrix for LIC will be jointly decided by LIC and the Vendor once the Vendor is on boarded. The successful bidder shall have to set up a Toll Free helpline number or web-based helpdesk with auto- escalations and facility of SMS/Email alerts.

4.45. Extension of Delivery Schedule

If, at any time during performance of the Contract, should the Vendor encounter conditions impeding timely delivery of the hardware, software and services, the Bidder shall promptly notify LIC in writing of the fact of the delay, it's likely duration and its cause(s). As far as practicable after receipt of the Bidder's notice, LIC shall evaluate the situation and may at its discretion extend the Bidder's time for performance against suitable extension of the performance guarantee for delivery. Likewise, in the event of delay due to reasons contributed from LIC's side, LIC shall extend the delivery schedule accordingly.

4.46. Liquidated Damages

The delivery & installation of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the systems and/or Services, the Vendor shall promptly notify LIC in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, LIC shall evaluate the situation and may, at its discretion, extend the Vendor's time for performance, with or without liquidated damages, in

which case the extension shall be ratified by the parties by amendment of the Contract.

The Vendor will ensure that all services and systems perform without defect or interruption as per the SLAs specified in the RFP. The vendor will make all-out effort to ensure that all systems perform without defect or interruption.

5. Features of 2FA solution

1. The proposed solution should be a single interface, applet-less, browser-independent . The Client machines will be accessing the proposed solution through Mozilla Firefox, Google, Chrome, Microsoft Edge etc. where the finger print devices are connected.
2. The proposed solution should be compatible with the existing Cogent CSD 200/200i, Precision PB510, and Mantra MFS100 devices. The bidder is also required to integrate any other new biometric device procured by LIC with the proposed solution without any additional cost during the contract period.
3. The bidder is required to do ETL using the existing database to the new solution. A copy of the existing schema of the database has to be maintained as frozen copy under the new solution as available at the time of switchover to the new solution.
4. The solution should be based on premise development model .
5. The vendor must propose a clean sweep of the existing solution including the matcher and de-duplication engine. All hardware and software components need to be procured by the vendor, ensuring they are the latest ones available in the year of the RFP. All the hardware of the existing solution shall be decommissioned after the switch over to new system and shall not be available for use by the new solution
6. The data center utilizes an SDN (Software-Defined Networking) architecture, and the Top of Rack (TOR) switch will be provided by LIC. The proposed solution should support integration with an internal network operating at speeds of 10/25G.
7. Vendor needs to provide server rack with two power distribution units along with optical fibre cables with appropriate SFP.Connectivity for management ports to be procured by vendor.
8. The proposed solution should include centralized architecture for Fingerprint Scanner for enrolment, validation, matching, de-duplication and authentication of fingerprint data. This data has to be synchronized with central repository at regular intervals.
9. The proposed solution should have two instances of setup, one at DC and another as DR at the site as decided by LIC. The current DR Site is at Mumbai but LIC reserves the right to modify the DR location to any other major city in India during the implementation stage. The vendor shall also be required to setup UAT and Test & Development environments as part of the solution.
10. The Database Servers should be configured as an Active – Passive cluster at the primary site (DC) and the disaster Recovery (DR) Site with high availability network load balancing. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should work seamlessly.
11. The solution should be customizable and configurable to support an architecture whereby multiple users share a common finger print device in

- the branch for authentication, as well as have provision for use of one device per user. This should be configurable at the server level whenever LIC desires so.
12. The fingerprint scanner in use are in conformity with ISO 19794-2 (Fingerprint template compliance for minutiae data) and ISO 19794-4 (Fingerprint template compliance for image resolution) formats. The proposed solution must support these ISO standards for both enrolment and authentication processes.
 13. Customization of the application software and its integration with the LIC's core insurance application and any other web application chosen by LIC has to be done by the bidder at no additional cost to the LIC.
 14. The 2FA solution must return the success/failure response with NFIQ value to any login attempts within 3-5 seconds. Each record must correspond to a single subject and include an image record for each finger.
 15. The successful bidder will have to ensure that the 2FA solution offered, accepted and implemented does not in any way disturb or degrade the performance of either the back-end or front-end functioning of the core insurance application or any other application of LIC.
 16. The solution should be capable of providing various MIS and audit trail reports of login by users and transactions made using 2FA, as and when required by LIC/LIC's internal/External auditor, Regulatory authorities.
 17. Bidder should provide latest version of enterprise wide perpetual license for the 2FA application with 80000 user license for DC/DR instances with high availability within LIC.
 18. Hardware should be suitably sized for LIC to ensure smooth 2FA login and authentication with 150 concurrent authentications per second. Provision should be kept at the time of sizing for at least 10% growth in number of users over the next 5 years. In case, the Hardware specification or the software ability to handle the said load is found to be insufficient, the bidder will have to bear the cost of upgrade of the hardware or software.
 19. Bidder should benchmark & size the requisite Hardware & software licenses involved in 2FA solution depending on the number of users and peak time of operations of LIC. The existing enterprise Licenses of latest version of RHEL and MySql will be made available to the vendor, if required. Any other licenses required for development, UAT and deployment has to be factored and need to be procured by the vendor in favour of LIC.
 20. Details of hardware & software technical specifications (including system software/OS mentioning version nos.) purported to be used for the 2FA solution should be submitted in Annexure X along with the technical bid.
 21. The bidder should ensure an uptime of 99.5%, calculated on a monthly basis and Hardware and Software have to be provisioned accordingly.
 22. 2FA solution should use LIC's existing network, which is based on MPLS or any other suitable networking technology/method adopted by the LIC. Bidder needs to clearly mention the network bandwidth requirements in their technical proposal.
 23. The bidder must guarantee the availability of resources at LIC from the initial phase until the completion of the project. The cost for this should be included in the implementation cost. Additionally, the bidder should ensure the presence of a minimum of two onsite resources in Mumbai and sufficient offsite resources post-implementation, to provide technical support for the 2FA solution during maintenance services (warranty/AMC/ATS). However, LIC reserves the right to

increase the number of required resources at the location, and the bidder should be prepared to fulfill such requirements as necessary.

24. Onsite resource should pro-actively monitor the breakdown calls of solution and ensure that breakdown calls are closed in time as per SLAs and submit the monthly / quarterly breakdown call reports to LIC.
25. Proposed solution should be integrated with windows AD for LDAP authentication.
26. The bidder should take into account compliance to all licensing, statutory and regulatory requirements while submitting their technical & commercial bids.
27. The solution should provide multi-level Maker Checker facility at the time of enrolment process. E.g.: Branch, COs, ZOs, DOs or other offices. Application shall be developed in such a way that any change in LIC's Hierarchy shall be easily configured.
28. Creation and maintenance of 2FA User Accounts, Start / Stop service, OS debugging and recovery, maintenance of server logs, management of server disk space, addition or removal of Hardware or Software.

5.1. Existing 2FA Solution Architecture and software/OS Licences

The solution architecture of the existing 2FA implementation is as provided in Annexure XIX. The software/OS licences available under the existing project are as under:

S.No.	Licence	Quantity
1.	My SQL Server License	Enterprise
2.	RHEL Server License	Enterprise

6. Project Timelines

The timelines are as follows

#	Phase	Activities	Broad Task	Indicative Timeline (Weeks)
1	Contract Signing & Project Planning Phase	Contract Finalization, Business Requirements Study, Project Planning & Management	Signing of Contract, Project Plan & Implementation strategy	Two weeks from the Date of Purchase Order
2	Development, Integration & User Acceptance Test	Supply and Installation of hardware and software for 2FA Application	2FA Application commissioned for UAT sign off	12 weeks from Purchase order
3	Pilot Phase	Testing of solution	Testing of proposed solution with 100 existing biometric scanner devices each with sample migration of existing user data.	4 Weeks from UAT sign off
4	Data integration and Roll-out	Integration of existing data and Implementation of the complete solution	Integration of existing data for use in proposed solution	4 Weeks from Pilot phase sign off
6	On-site Support and Training	On-site support and maintenance of the implemented 2FA solution.	Annual Maintenance Support & Training	From date of Rollout till project period of 5 years .

7. Scope of Work and Deliverables

7.1. Scope of work

LIC invites bids from prospective bidders with demonstrated experience and competence in providing Annual Maintenance and Facility Management Services for biometric authentication solutions (2FA) for core business applications. Bidders must adhere to LIC's Policies, Compliance & Audit Guidelines, IRDAI Guidelines, Government of India's Guidelines, and other directives issued by statutory bodies without any delay or additional cost that may impact existing services.

1. Project Planning and Management.
2. System Study and Preparation of Functional Requirement Study Document, Systems Requirement Study document, data flow diagrams, data model, flow-charts, entity-relationship diagrams, etc.
3. Review and analyse the existing system design, architecture, process flow for the proposed solution.
4. Designing the security and solution architecture for the proposed solution.
5. The scope of work covers end-to-end implementation of biometric authentication solution (including related documentation, hardware and software) with all its components including required patch chord, fingerprint scanners compatibility with multiple Oses, electrical and LAN cabling etc., installation, commissioning, Testing, Configuration and Maintenance of the proposed biometric authentication application at LIC's Data Center (DC) and Disaster Recovery (DR) site for a period of five years from signing the contract.
6. Migration of the existing data viz employee profile, Fingerprint data, maker-checker, geographical locations etc. with the proposed solution along with deduplication.
7. Hardware, Network and Bandwidth sizing and setting up of all required environment.
8. Configuration of users, groups and workflow for various stakeholders of LIC on 2FA solution for user enrolment validation, maker-checker and approval process.
9. Provide appropriate web-based workflow system for maker-checker facility and validation of the user enrolments and mappings done with captured fingerprint data.
10. Provide automated process of de-duplication of all user enrolments done in LIC.
11. Provide requisite software development tools & assistance in code development for integration of existing web-based applications with 2FA solution.
12. Platform should support virtualization at the application infrastructure level.
13. The solution can be deployed on a container based approach.
14. Provide audit trails & logs of all the activities involved in 2FA solution.
15. Provide SLA monitoring methodology & necessary MIS reports as mandated by LIC.
16. Provide a robust & fool-proof backup & storage solution for storage, backup & retrieval of 2FA data.
17. Performance & Security testing, Unit Testing, User Acceptance Testing, support.
18. The solution should allow horizontal and vertical scaling, to meet the load that may increase from time to time.
19. OEM Training and OEM certified documentation should be provided to minimum 10 LIC employees involved in development of web-based applications in LIC and integration with 2FA solution for two factor authentication.
20. Maintenance and onsite support for each software and hardware components procured through this RFP.
21. Knowledge transfer, system documentation, user manuals and keys used for encryption/decryption of the biometric data at the end of rollout sign off.
22. The client machines could be Desktops, AIOs currently working on all versions of RHEL 7 & above and Windows 10 & above which should be supported by the proposed solution.
23. The bidder shall ensure that any new version/update/service pack/upgrade including security patches for vulnerabilities of the proposed solution when released by the

- OEM, the same has to be communicated by OEM/ bidder within fifteen (15) days of such release, to LIC during the contract period.
24. The Bidder shall be responsible for all aspects of installation of new set-up, commissioning, configuration, reconfiguration, enhancements, updates, security patches, version upgrades, migration, problem analysis, onsite as well as off-site support, etc. to ensure smooth operations during and post implementation of proposed solution.
 25. Vendor should assist in Integration of proposed solution with existing SIEM, PAMS Solution, Active Directory (AD), Antivirus (AV) and other solutions procured by the LIC in future without any additional cost to the LIC.
 26. During the period of the contract, all upgrades or requirements, software, licensing, implementation of upgrades/patches/version changes, etc., due to whatsoever reason including but not limited to EOL or EOS, would be done by the bidder without any additional cost to LIC
 27. Size of the finger print template should not exceed 10KB and should be stored in central server in encrypted format.
 28. Provide robust & fool-proof backup & storage solution for storage, backup & retrieval of 2FA data.
 29. The successful bidder should assist in providing solution and implementation for all the audit points, CA/VA raised by during the contract period, within the stipulated timelines, without any extra cost.
 30. The installation will be deemed as incomplete if any component of the hardware, software, etc., or any documentation/media is not delivered or is delivered but not installed and/or not operational or not acceptable to LIC after acceptance testing/examination. In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence.
 31. Any item of work/services/equipment not specifically mentioned above but considered essential for the completion of the work in all respect shall be deemed to be included in the scope of work (SOW).

7.2. Hardware Sizing

The Vendor has to provide the sizing of the hardware (as per format provided in Annexure XI – Hardware Sizing Details Document) required to support the application that would be developed as part of the detailed scope of work and for the Vendor to meet the SLAs mentioned in the relevant section of this RFP. Equipment, hardware or software proposed by the Vendor should not have been announced by the OEM End of Sale/End of Life/End of Support.

The sizing details as provided in Annexure XI- Hardware Sizing Details Document will be evaluated as part of the Technical Evaluation and Customer Reference.

If the sizing provided by the Vendor does not support the desired performance levels and SLAs as mentioned in the RFP, any additional hardware and/or software required for desired performance should be procured by the vendor. In case vendor fails to fulfill the requirement, the same may be procured by LIC and the cost for any such procurement to meet performance standards will be recovered from the Vendor. This cost will be over and above the penalty levied for not adhering to the SLAs.

7.3. Fingerprint Enrolment and Authentication Process

- a. The enrolment and registration application should be applet less.
- b. Provision should be made to register the fingerprints of all the 10 fingers of a user and to store them in the central server tagged with Salary Roll number and NFIQ Value of each fingerprint captured. In addition to salary roll number, email-id, device ID, IP address, branch code, division code, zone code, OS version, etc. should be captured at the time of enrolment.

- c. The enrolment should be done by using the existing biometric Cogent CSD 200/200i , Precision PB 510, Mantra MFS 100 devices or any other biometric fingerprint devices procured by LIC during the contract period.
- d. The solution should provide Maker Checker facility at the time of enrolment process where the new enrolled user should be asked to verify all the eligible fingers in the presence of the official who would be validating the fingerprint enrolment.
- e. The 2FA Software SDK/API invoked along with fingerprint devices should have the graphical user interface for capturing as described below:
 - i. LIC user needs to clearly know which finger to capture and should be visible on screen.
 - ii. There must be options to rescan after the capture is complete.
 - iii. Capture high quality fingers up to three attempts and application must pick up ideal NFIQ image (at least NFIQ 1 or 2 or 3).
 - iv. Application should remember the finger position because it has to be sent alongside NFIQ for every finger as part of API input.
 - v. Application must do appropriate matching to avoid same finger being sent against different positions and to also ensure same finger is indeed used during multiple attempts.
 - vi. Application should send only one best template & image per finger (maximum 10 templates & images in total).
 - vii. Provision of exception where LIC user may not have any or all ten fingers or the quality of fingerprint is not within acceptable limits due to various health or demographic reasons.
- f. Provision should be made to ensure that LIC user clearly knows which finger is being scanned either for enrolment purpose or for best finger detection.
- g. The user must be able to login with any of the finger print which should be validated and authenticated. The user should be able to login through any PC/desktop within LIC network.
- h. The centralized, backend application will receive live finger print information from the client machines. The live finger print information received will be compared with the respective finger print template stored in the database and send a success / failure response along with other parameters as required by the respective application. The vendor may be required to make application compatible with any web browsers suitable to future technology.
- i. The 2FA solution must return the response to any login attempt within stipulated time and process as envisaged in the existing solution architecture.

Vendor has to provide appropriate APIs/Java source codes and support for integration with LIC's web-based applications to invoke fingerprint scanner SDK and enable fingerprint data capture using Java web- services.

7.4. Updates & Upgrades

The Vendor will be responsible for the timely updation of latest updates/upgrades/version of all the components related to the proposed solution, addition of new functionalities, implementation of any future requirements or integrating any future applications with the overall solution using the agreed change management process at no additional cost to LIC. The change management process to be followed will be defined as part of the overall implementation approach with the Vendor. The Vendor has to provide a report on the patch release and version release timelines for each component on a monthly basis.

7.5. Deliverables

The deliverables includes at the minimum, installation, implementation, delivery, support/services during transition, customization, monitoring, testing, training, acceptance, documentation, maintenance and support including software required for the fulfilment of

the scope in this section. The key deliverables for the above activities are described in details in the below sections.

7.5.1. Project Management

The Vendor should provide a comprehensive Project Management plan for each phase of the project. It should include, at the minimum, the following processes and timelines:

- a. Project Implementation Schedule
- b. Project design/plan
- c. Functional and operational requirements
- d. Quality Management Plan
- e. Data Migration Plan
- f. Change Management Process
- g. Security Policy Compliance Process
- h. Release Management Process
- i. Quality Control/Testing plan
- j. Documentation Management Process
- k. Project Communication Plan
- l. Risk Register, RACI Matrix and Business impact analysis.
- m. Training materials.
- n. SOPs
- o. Troubleshooting Manual.
- p. Business Continuity Plan
- q. Information Security Policies and framework documentation

Also, along with the project plan, the following minimum deliverables are expected as part of the project management services.

- a. Weekly Progress Reports
- b. Dashboards to track Milestones and Issue Logs
- c. Knowledge Transfer Plan
- d. Governance Structure for the Project

7.5.2. Solution Implementation

The Vendor will provide implementation services for the solution components for meeting all requirements as mentioned in this RFP. This will, at the minimum, include;

- a. Detailed System Study and Analysis
- b. Deliver, implement & support each of the solution components

#	List of Activities
1.	Install, Upgrade & maintain: <ol style="list-style-type: none"> a. Centralized 2FA software viz. operating systems, RDBMS, storage solution, backup solution, data replication, SLAs, MIS reporting tools, etc. b. De-duplication software for 1:N matching c. 2FA Application Software (SDK/API) with perpetual enterprise license. d. Requisite hardware components for end-to-end implementation of 2FA Solution as per SLAs defined in this RFP for end-to-end implementation of the complete solution at both DC and DR with near real-time data replication and data synchronization. e. Updation of 2FA data based on data received from other application.

2	Create, install, implement, migrate existing data & maintain centralized repository of 2FA data both for FIR and FMR
3	Implement web-based application for fingerprint data capture along with maker-checker facility for validation of enrollment. Also provide user interfaces for handling enrollment exceptions & de-dupe exceptions. This system should be customizable to accommodate additional requirements that may arise during the implementation phase.
4	Deploying Onsite Support during the contract period and provision of sufficient offsite resources.
5	Maintenance of Administrative Console for user management & monitoring of 2FA solution as per SLA and MIS reporting.
6	Implement an inventory management system that tracks inventory by location and user. Include a biometric device mapping module to register each employee's scanner with details such as employee SR Number, biometric device serial number, operating system, IP address, geographical location etc.
7	Training and hand-holding session for LIC users for the 2FA Solution, De-duplication and MIS modules. OEM trainings along with OEM certified documentation for LIC IT personnel.

7.5.3. Project Planning Phase

1. Project Planning and Management
2. Vendor has to perform exhaustive System Study and prepare & submit Functional Requirement Study Document, Systems Requirement Specifications document, data flow diagrams, data model, flow-charts, entity-relationship diagrams, etc.
3. Vendor has to submit a blue print of the system design, architecture, and process flow for the proposed 2FA solution.
4. Vendor has to design & submit the security and information architecture for the proposed solution

7.5.4. Integration & User Acceptance Test Phase

- (1) Vendor should supply, install, test and commission 2FA SDK/API solution at the Primary and Disaster Recovery sites. This includes all the hardware & software components for the 2FA SDK/API solution.
- (2) The fingerprint template that will be stored in the database and against which the validation for matching for authentication will be done should be of standard template format conforming to STQC standards in this regard. The fingerprint template that is stored should be comparable with the live template generated from different types of finger print capturing devices (like tablet embedded scanner, wall-mounted scanners etc).
- (3) Vendor should Supply, install, test and commission de-duplication solution at the Primary and Disaster Recovery sites. This includes all the hardware & software components for the de- duplication solution.
- (4) Review Hardware sizing and Network Bandwidth and setting up of all required environment.
- (5) Configuration of users, groups and workflow for various stakeholders of LIC on 2FA solution for user enrolment validation, maker-checker and approval process.
- (6) Vendor should assist LIC in getting the 2FA solution integrated with existing web-based applications of LIC and demonstrate the authentication process as per the scope of this RFP.
- (7) Vendor should conduct user acceptance test & get the UAT signed off from the LIC officials for each of the following components:-
 - (a) Integration of existing fingerprint scanner devices with the proposed solution

at least 5 endpoints of each Windows OS & Red Hat Linux version available in LIC along with different browsers & their versions, including virtual machines for both operating system.

- (b) User enrollment process along with maker-checker validation
 - (c) Fingerprint de-duplication process
 - (d) Fingerprint authentication process
 - (e) Fingerprint database storage & backup process
 - (f) Best Finger Detection integration
 - (g) Web-based service manager & issue escalation workflow
- (8) Vendor should deliver the following documentations :
- (a) User Acceptance Reports for each of the processes defined in point (i)
 - (b) Strategy Document for Testing, Acceptance and Training
 - (c) Source code and customization documentation
 - (d) Unit Testing Plan & report
 - (e) Integration Testing Plan & report
 - (f) CA/VA report

7.5.5. Roll-out Phase

1. Vendor should provide all assistance and onsite support to ensure smooth completion of Rollout phase.
2. Vendor has to configure users & groups and define the workflow for various LIC officials role based authorization for user enrollment validation, maker-checker process and mapping of employee details.
3. Vendor has to ensure that the 2FA solution can scale up to handle the concurrent users and peak period usage.
4. Vendor has to deploy and monitor automated process of de-duplication for all existing users and also new enrolments done during the implementation.
5. Vendor has to provide audit trails & logs of all the activities involved in 2FA solution.
6. Vendor has to provide necessary MIS reports as mandated by LIC.
7. Vendor has to resolve all user complaints and provide necessary reports about the resolution time & action taken.
8. Vendor should deliver the following documentations about :
 - a. Implementation plan during roll- out phase.
 - b. Issues & resolutions/actions taken to resolve the issues during the roll-out phase.
 - c. Changes in processes or source codes required during roll-out phase.
 - d. Sign offs from designated LIC officials.

7.5.6. Deliverables Documentation

The Vendor must deliver, at the minimum, documentation on the following for the proposed solution implementation:

Business Requirements Document	Integration Testing Plan
Detailed functional and technical scope document	Security Testing Plan
System Requirement Specification	System Performance Benchmarks
Solution Architecture	User Acceptance Report
Detailed Logical Design Document and Data Dictionary	Strategy Document for Testing, Acceptance and Training
Existing Data Migration plan	Configuration and User Manuals
Maintenance Document	Training Plan
Escalation matrix for bug fixing and issue resolution	User Training Manuals
Unit Testing Plan	Solution Rollout plan

Strategy for user enrollment process.	Strategy for fingerprint de-duplication process
Project plan and phase-wise implementation strategy	

8. Warranties, Support and Training

8.1. Warranty terms and conditions:

- Vendor shall provide comprehensive warranty for complete solution and deliverables, at no extra cost to LIC, from signing of contract till project period of 5 years.
- The Vendor warrants that the systems developed, deployed and maintained under the contract, at all times, are of the most recent/current design/model and they incorporate all recent improvements/leading practices unless provided otherwise in the Contract. The Vendor further warrants that all systems developed, deployed and maintained under the contract shall have no defect arising from design, materials or workmanship or from any actor omission of the Vendor that may develop under normal use.
- LIC shall promptly notify the Vendor in writing of any claims arising under this warranty.
- Period for correction of defects/issues during the warranty period shall be as per SLA which will include holidays.
- Bidder will provide warranty certificates for full warranty period along with delivery of the hardware, software and applications as applicable.

8.1.1. Warranty for Software:

- 2FA Software license should be for enterprise wide licensed (PERPETUAL) for unlimited branches, offices, finger print devices and unlimited users of LIC.
- Support for the 2FA Software solution should be for a period of five (5) years from the date of signing of the contract.
- During the support period, any defects in the software should be fixed immediately to keep the solution in operating condition at no additional cost to LIC. All version upgrades, software patches of the 2FA Software Solution released by the OEM/successful bidder during the warranty period should be made available to LIC at no additional cost. The successful bidder shall be responsible for keeping its solution compatible with the various operating systems at the server and client level, current at the material time.
- Customization of 2FA Software during UAT Phase, Pilot Phase and Implementation phase, and report generation etc. should be carried out at no additional cost to LIC.
- Successful bidder should deliver source code and its related API/SDK relating to customized final version of the 2FA Software solution along with executable media in 2 sets along with technical and user manuals.

8.1.2. 2FA Software and Warranty Support

During AMC, any bugs/change requests in the software should be fixed immediately to keep the solution in operating condition. All versions upgrades, software patches of the 2FA Software Solution released by OEM during AMC period should be made available to LIC at no additional cost.

8.1.3. 2FA Hardware – Comprehensive on-site Warranty

The Successful Bidder shall warrant that the Finger Print Solution, hardware infrastructure for 2FA solution and other equipment proposed to be supplied under this

RFP is new, unused, of the most recent or current models and incorporate all recent improvements in design and materials. The bidder shall submit an undertaking of authenticity to LIC as per Annexure IV to this RFP document. The bidder shall warrant that all hardware and other equipment supplied shall have no defect, arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Hardware. The Hardware, and its associated software (including upgrades), should have an initial comprehensive on-site warranty period of five (5) years from the date of installation.

The word warranty in this document refers to 'comprehensive onsite warranty'. Successful Bidder shall warrant that the System Software for servers shall have a warranty of 5 years from the date of signing the contract and warranty that any patches / upgrades that are released during the period will be made available to LIC with no additional COST.

8.1.4. 2FA Support Management

The successful bidder shall provide a centralized helpdesk with telephone number/ email for attending user request/ complaints.

8.2. Availability of Professional Staff/experts (Onsite)

- a. Having selected the Bidder on the basis of, among other things, an evaluation of proposed Professional staff, Bidder will be required to assure LIC that this proposed Professional staff will actually be available for the project implementation as per this RFP at the time of contracting.
- b. LIC will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity.
- c. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Bidder may be disqualified.
- d. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and any changes will require an approval from LIC at the time of contracting.
- e. Post-implementation of the 2FA Solution, Bidder has to deploy Two technically qualified resources to provide necessary maintenance and support with similar project experience as per the requirements of LIC at Central Office, Mumbai from 9.00 am to 6.30 pm. The proposed resources should have at least 3 years of relevant experience in similar projects and should be on bidders's payroll for at least 1 year.
- f. In case the resource goes on leave /absent/being replaced, LIC should be intimated prior and suitable replacements/backup should be arranged by the bidder to ensure that regular functioning of the offices/locations does not get hampered. Bidder has to provide the resumes of new resource; LIC may interview the proposed resource and confirm their acceptability. In any event if a resource is found unfit by LIC, bidder shall agree to change the same and provide LIC with a replacement within reasonable time so as to not affect the services/project timelines. The final decision on acceptability of resources resides with LIC only.
- g. Onsite resource should pro-actively monitor the breakdown calls of solution / device and ensure that breakdown calls are closed in time as per SLAs and submit the monthly / quarterly breakdown call reports to LIC.
- h. These Resources are responsible for but not limited to:
 - i. Management of existing systems at both DC and DR sites.
 - ii. Server administration service to ensure servers remain stable, reliable, and operate efficiently.
 - iii. Customization and patching of operating systems.
 - iv. Monitoring proposed systems for key events, health, and performance.

- v. Ensuring proper configuration of server parameters, operating system administration, hardening, and tuning.
- vi. Regular monitoring and maintenance of critical service status, server performance including CPU, disk space, memory utilization, and I/O utilization.
- vii. Execution of various tasks and activities related to Disaster Recovery (DR) drills every three months.
- viii. Providing day-to-day system administration support.
- ix. Providing services such as request sorting, functional and non-functional information for Biometric Solution support.
- x. Quarterly preventive maintenance, including health checks and equipment cleanliness at DC and DR.
- xi. Coordinating with other vendors for data center equipment such as Storage, Network, Security, and Backup.
- xii. Addressing generic queries of end-users related to the solution.
- xiii. Biometric database user management, including creation or modification of user profiles.
- xiv. Providing functional clarifications/workarounds.
- xv. Generating daily, weekly, monthly, quarterly, and annual performance reports on proposed system utilization, data backup, and replication tasks, highlighting risks and improvement areas.
- xvi. Ensuring installation of the latest patches.
- xvii. Performing failover of proposed systems from DC to DR site in compliance with RTO (2 hours), RPO values (1 hour), and timely failback to DC after restoration during a disaster/planned quarterly DR drill. Coordinating with application vendors and other vendors for data center equipment at the time of DR Drills.
- xviii. Managing server uptime as per SLAs.
- xix. Creation and maintenance of user accounts, starting/stopping services, OS debugging and recovery, maintenance of server logs, managing server disk space, and adding or removing hardware or software.
- xx. Establishing connectivity of storage with servers and attaching LUNs.
- xxi. Conducting periodic mock restoration activities to ensure backup effectiveness.
- xxii. Performing server administration tasks, including user/group administration, security permissions, group policies, print services, event log monitoring, and resource monitoring, to ensure seamless system architecture.
- xxiii. Monitoring data center hardware and responding to hardware issues promptly.
- xxiv. Conducting day-to-day health checks and maintenance activities, including CPU, memory, and file system usage monitoring, and resolving the issues.
- xxv. Ensuring security through access controls, backups, and firewalls.
- xxvi. Implementing various OS-related hardening configurations.
- xxvii. Interacting with various stakeholders to resolve issues promptly.
- xxviii. Creating OS clusters for high availability.
- xxix. Configuring file systems, storage, and network.
- xxx. Closing bi-annual Vulnerability Assessment (CA/VA) observations, IRDAI observations, concurrent audit observations, and evidence gathering, including the installation of latest security patches, etc.

8.3. Training

- a. Vendor has to provide OEM Training along with OEM certified documentation to LIC employees nominated by LIC.
- b. Vendor has to perform Knowledge transfer, system documentation, FAQs and complete documentation for handing over the 2FA solution to LIC at the end of agreed period
- c. Where necessary, on-site support for integration of the solution and post-installation support for resolution of any integration issues, up-gradation of firmware and software, etc., should be provided.

8.4. Maintenance & Support Strategy

The Bidder will need to provide details around processes or procedures for SLA monitoring, scalability and performance of solution. The bidder will have to elaborate on the;

- End to end maintenance and upgradation of 2FA Solution
- Issue escalation matrix and the issue based turnaround times (TAT)
- SLA Monitoring Methodology
- Reporting and configuration capabilities

9. Service Level Agreement (SLA), Penalties

9.1. System availability

System availability is defined as:

$$((\text{Scheduled operation time} - \text{system downtime}) / (\text{scheduled operation time})) * 100\%$$

Where:

- “Scheduled operation time” means the scheduled operating hours of the System for the specified duration.
- “System downtime” subject to the SLA, means accumulated time during which the System is totally inoperable due to in-scope system or infrastructure failure, and measured from the time the call is logged with the Bidder help desk of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation.

9.2. Penalty Cap

The total penalty will be capped at 10% of the value of the purchase order issued to the bidder. If the penalties are beyond 10% of the purchase order value then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Bidder. The Bidder may be debarred for applying in future assignments with the Corporation.

9.3. SLA Schedule

- This Schedule describes the service levels that have been established for the services offered by the Vendor to LIC. The Vendor shall monitor and maintain the stated service levels to provide quality service to LIC’s users.
- The successful bidder should provide adequate tools and MIS for capturing data required for measuring SLAs at no extra cost to LIC.
- The performance and support of the entire solution will be as per the Schedule of Service Level Agreement, failure to do so will attract penalties as mentioned below:

S.No.	Deliverable	Penalty
1.	Provide a comprehensive project management plan for each phase of the project as per the terms and conditions of RFP within 2 weeks from the date of signing of the contract.	Rs. 50,000/ per week of delay.
2.	Delivery of all software & hardware products (end-to-end 2FA) including the software, servers, databases, etc. & customized 2FA solution ported on production server for ‘GO Live’ purpose needed for the pilot phase as per the expected	Rs. 50,000/ per week of Delay.

	deliverables	
3.	Pilot implementation of 100 users as per the expected deliverables	Rs. 50,000/ per week of delay.
4.	roll out as per the expected deliverables	Rs. 50,000/ per week of delay.
7.	Average response time for finger-print authentication should be within 3-5 seconds.	Rs. 1,000.00 per each reported incident.
8.	Authentication accuracy for finger-print authentication should be FRR to be < 1% & FAR < .001% .	Rs. 1,000.00 per each reported incident.
9.	No. of reported security breaches by internal employees attributable to the vendor.	Rs. 1,000.00 per each reported incident
11.	System backup with Zero data loss up to that time	Rs. 10,000/- per each reported incident.
12.	Data accuracy and Data de-duplication accuracy attributable to the vendor.	Rs. 1000/- per each reported incident.
13.	Failure in managing vulnerabilities by deploying updates, patches, and hotfixes for software purchased under 2FA solution within 4 weeks of the same released by the OEM.	Rs. 15,000/- per each such incident.
14.	Failure in customizing compatible drivers/APIs used for Fingerprint Scanner devices under 2FA solution for various operating systems/browsers within 4 weeks of release of any new software version, package, hotfixes etc. by OEMs or advised by LIC.	Rs. 15,000/- per each such incident.
15.	The resident support engineers should re-install/reconfigure any component/ system of the 2FA solution, in case of crash of those components / systems within 24 hours. The on-site resources also needs to support, if any other applications/ installations done by a separate vendor.	Rs. 10,000/- per each such incident.
16.	Deviation in ensuring minimum uptime of 99.5 % due to the break-down of 2FA servers, de-duplication servers, databases etc. quarterly basis for 2FA Solution. a. Bidder will have to guarantee a minimum uptime of 99.5% , calculated on a quarterly basis. b. Uptime calculation: (Sum of total hours during the month – (sum of downtime hours during the month x 100) / (Sum of total hours during the month) c. The downtime meter is supposed to have commenced from such time the trouble tickets are raised by the LIC.	Rs. 15000/- per each such incident.
18.	Posting of L1 & L2 resources at least 30 days before the expected completion of 2FA solution implementation.	Rs. 5000/ per day of delay per person
19.	L1 resources should present in LIC's premises as per the terms and conditions of RFP.	Rs. 2500/ per day per person

10. Payments: terms, conditions, schedule, taxes etc.

10.1. Payment Terms & Conditions

1. No advance payment or interest will be made by LIC.
2. Payments will be made only on vendor completing all activities for that Phase as per the agreed project plan and phase completion sign off for the same from LIC.
3. LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines.
4. LIC shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties and applicable taxes at source from the agreed price.
5. The payment will be released by the IT/Digital Transformation Department, Central Office.
6. Payment related objections have to be raised in writing and any such objection, if raised after 3 months from the date of release of payment, will not be entertained.
7. 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 from the vendor all short recoveries of tax, related cess and surcharges, including interest and penalties as per the demand note of Income Tax dept. or any other govt. body or regulator.
8. The vendor shall be solely responsible to make payment to OEM Vendors.
9. Payment towards any additional/Change orders for onsite will be due only if any change order is exercised & approved by LIC and delivered by the Vendor.
10. 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.
11. All payments will be made only through NEFT.
12. Following documents will be required to be submitted for release of payment:
 - a. Invoice printed on Vendor's own letterhead (with reference of Purchase order, description of goods/ services delivered, quantity, unit price, total amount)
 - b. Sign-off from LIC for completion of each phase
13. No other payment of any kind will be made other than the Contract Value.
14. Expenses: It may be noted that LIC will not pay any amount/ expenses/ charges/ fees/ travelling expenses/ boarding expenses/ lodging expenses/ conveyance expenses/ out of pocket expenses other than the "Agreed Contract Value".

10.2. Payment Schedule

10.2.1. The payment schedule will be as given below:

S.No.	Item	Schedule of payment
➤ Part A		
1.	Hardware Cost	<ul style="list-style-type: none"> ➤ 50% of the cost of hardware on delivery of Equipment at designated locations and submission of delivery challan duly signed by duly authorized officials ➤ 50% of the cost of hardware on successful go live of the biometric authentication solution
2.	Application and/or OS License cost	<ul style="list-style-type: none"> ➤ 50% of the cost of software cost will be payable on successful implementation of Pilot Phase ➤ 50% of the cost of software cost will be payable on successful go live of the biometric authentication solution

3.	Implementation Cost	<ul style="list-style-type: none"> ➤ 50% of the implementation cost will be payable on completion of Pilot and sign-off ➤ 40% of the implementation cost will be payable on completion of all India rollout and sign-off ➤ 10% at the end of 1 year
4	Annual Maintenance/Support Charges	<ul style="list-style-type: none"> ➤ Payable Quarterly, in arrears, subject to production of invoice and deduction of penalties and Taxes, as applicable.

10.2.2. Incorrect invoices, under/over payment

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.

10.2.3. Expenses

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 charges, etc.) in addition to the Charges mentioned in the Payment Schedule. LIC is under no obligation to pay any amount in excess of the Charges mentioned in the Payment Schedule.

11. Digital Personal DATA Protection Act, 2023

The Company will adhere to the Digital Personal DATA Protection Act, 2023 as amended from time to time as applicable.

Executive Director (IT/Digital Transformation)