

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



LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025

*Request for Proposal (RFP)/Tender Document
For*

Procurement of Oracle Standard Edition Licenses along with Technical Support

Date of Release of RFP: 11 August 2025

Last date and time for submission of bids: 02 September 2025, latest by 03:00 PM

Bid opening date and time: 02 September 2025, 03:30 PM

Address: Life Insurance Corporation of India, Central Office, Enterprise Risk Management / Information Technology/Cyber Security Department, Jeevan Seva Building, 2nd Floor, S.V. Road, Santacruz (West), Mumbai – 400054

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A. Invitation to Bid

The Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (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/LICfromORACLE> **authorized partners for supply of Oracle Licenses along with Annual Technical Support (ATS) for a period of 4 years.** This RFP is open only for Authorized partners of ORACLE, having valid MAF from ORACLE for the Products specified in the RFP. Eligible bidders are required to submit a **Manufacturing Authorization Form (MAF)** issued by M/s Oracle as a prerequisite for participation.

B. General Information and Instructions to the Bidders:

1. Activity Schedule

Sr. No.	Event/Activity	Details
1	RFP Ref. with date	LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025
2	RFP Release date	11 August 2025
3	Bid Processing Fee (Non-Refundable)	INR 11,800 (INR 10,000 + GST @ 18%) Bid Processing Fee must be deposited online using Virtual Account Number (VAN) LIC9CS00 and IFSC code UBIN0902217 of "Life Insurance Corporation of India" as per Annexure V.
4	Submission of pre-bid queries and participant's detail for pre-bid meeting	18 August 2025 , latest by 05:30 PM All queries related to this RFP to be sent on the mail id : co_csdadmin@licindia.com
5	Pre-bid meeting – (maximum 2 representatives from each eligible bidder)	19 August 2025 , 11:30 AM at the below mentioned address
6	Address of Communication/ submission pre-bid meeting/opening of bids	Life Insurance Corporation of India, Central Office, Enterprise Risk Management / Information Technology/Cyber Security Department, Jeevan Seva Building, 2nd Floor, S.V. Road, Santacruz (West), Mumbai – 400054
7	Earnest Money deposit (EMD) (BY Online/ Bank Guarantee)	INR 4,00,000 (Rupees Four Lakhs Only) to be deposited online using Virtual Account Number (VAN) LIC9CS00 and IFSC code UBIN0902217 of "Life Insurance Corporation of India" or by Bank Guarantee as per Annexure V. EMD exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy (MSEs) order 2012, issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/ NSIC certificate to LIC.
8	Mode of submission	Online (www.tenderwizard.com/LIC)
9	Last date & time for submission of bids	02 September 2025 , latest by 03:00 PM
10	Bid opening date & time (Eligibility)	02 September 2025 , 03:30 PM
11	Commercial bid opening date, time & venue	Will be intimated to the bidders qualified under eligibility evaluation.
12	Contact Details	Ms. Angel Johnson, Secretary (ERM/CSD) 022-61875803 co_csdadmin@licindia.com
13	LIC's Official Website (URL)	https://www.licindia.in

****Important:** The above schedule is tentative only and subject to change. Any change in the activity schedule will be notified through LIC's official website.

1) **Earnest Money Deposit (EMD):** Bidders shall submit, along with the Eligibility Bid, Earnest Money Deposit (EMD) of Rs. 4,00,000 (Rupees Four Lakhs Only). The EMD will be submitted by way of Online/Bank Guarantee (BG) payable at Mumbai, which should be executed by a Nationalized/ Scheduled Bank in the format given in **Annexure V**, valid for a period of 45 days from the date of submission of Bid. Original Bank Guarantee along with Bank confirmation should be submitted at the time of Bid Submission.

2) EMD will be refunded to the selected vendor only after submission of Performance Bank Guarantee (PBG) by the selected vendor. No interest will be paid on the EMD.

3) The EMD of those Bidders who do not qualify for the supply of Oracle Licenses along with Annual Technical Support (ATS) for a period of 4 years, will be refunded to them without interest after the procedure for selection of vendor is completed.

4) The EMD of the bidders who do not qualify eligibility bid evaluation will be refunded, after the declaration of result of eligibility evaluation.

5) Relaxations to MSEs regarding submission of EMD will be applicable as per government guidelines. Preferences/ benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012. To be eligible for the preference, supporting documents to prove eligibility for exemption must be uploaded for evaluation by the bidder.

6) The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if:

- a. The bidder qualifies and backs out of the L1 quotes.
- b. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in the relevant clause mentioned in this RFP.
- c. Bids submitted without EMD or EMD not submitted conforming to the above criteria will be treated as non-responsive and will be summarily rejected by LIC if
 - The Bidder withdraws or amends its Bid during the period of Bid validity; or
 - 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;
 - Bidder does not respond to requests for clarification of its proposal.
 - Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - If, on selection, the vendor fails to: To sign the contract; or to furnish unconditional and irrevocable Performance Bank Guarantee as mentioned in this RFP; or to furnish Non-Disclosure Agreement (NDA) as per LIC's format.

2. Compliant Bids / Completeness of Response:

- a) 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 the RFP and all the terms and conditions of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued will be binding on the bidder and will also form the part of the purchase orders/any resulting contracts, to be issued to the successful bidder/s as an outcome of this RFP Process.
- b) The responses to this RFP must be complete and the information should be submitted in the same format as per the Annexure(s) attached.
- 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.

3. 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

4. Instructions for Bid Submission

This is an E-Tender and hence Bids must be submitted "ONLINE". The bidders should submit their Eligibility bid Online i.e. through <https://www.tenderwizard.com/LIC>. The vendor must register for submission of their bid as specified in this document (**Annexure IX**).

Hard copy of all eligibility bid documents must be spirally bound (each page serially numbered, stamped and initialed/ signed by the authorized signatory) for preserving records.

Bid Processing Fee as mentioned in the Activity Schedule must be deposited through VAN to Account of "Life Insurance Corporation of India". The bank details are given in **Annexure V**. The details of the transaction viz. scanned copy of the proof of transaction made are required to be uploaded on e-procurement website at the time of "final online bid submission".

The RFP response without the accompanying amount towards Bid Processing Fee is liable to be rejected. Registered MSEs are exempted from payment of bid processing fee, on submission of relevant documents to prove their eligibility for exemption.

If the submission to this RFP does not include all the documents and information required or is incomplete, the RFP is liable to be summarily rejected.

Pre-Bid Meeting & Clarifications:

- a) LIC shall hold a pre-bid meeting with the prospective bidders as stated in Activity Schedule. A maximum of two representatives 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 by email mentioned in the Activity Schedule, two working days in advance. The representatives of the prospective bidder(s) attending the pre-bid meeting will have to bring their company Identity Cards for verification.
- b) 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 below, latest by the date & time mentioned in the Activity Schedule. Kindly note that file size should not exceed 1MB.

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

- c) Prospective bidders must submit any inquiries regarding the terms and conditions, or report any errors, omissions, or discrepancies in this RFP document, before the last date stated. Later on if any issue arises, LIC will consider the matter on the merits of the case and decide on the same, prior to the opening of the commercial bids.
- d) 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 will not be entertained by LIC.
- e) At any time prior to the last date of 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 issuing clarifications/ corrigenda.
- f) Clarifications/ corrigenda (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 and would be notified on the official web-site of LIC (<https://licindia.in/tenders>).
- g) In order to provide prospective bidders reasonable time for taking the clarifications into account, LIC may, at any time prior to the date of bid submission extend the date for the submission of Bids. Requests for clarification on telephone by the Bidders or OEMs will not be entertained by LIC.

Eligibility Bid:

The following documents have to be submitted for qualifying eligibility criteria:

- a) Duly certified copy of the Board resolution appointing the authorized signatory or Power of Attorney authorizing the signatory for signing the Bid.
- b) Bid Processing Fee. (scanned copy of receipt for **Rs 11,800** to be uploaded)

- c) EMD (scanned copy of receipt for Rs 4,00,000.00 to be uploaded)
- d) Bidder's profile, as per format given in **Annexure I**.
- e) The bidders should submit their responses to the eligibility criteria in the format as provided in '**Annexure II – Eligibility Criteria**'.
- f) Land Border declaration, as per format given in **Annexure III**.
- g) Bank Details for payments through NEFT, as per format given in **Annexure IV** along with a cancelled cheque.
- h) Receipt of Bid processing fees and EMD, as per format given in **Annexure V**.
- i) Manufacturer's Authorization Form from OEM, Oracle as per format given in **Annexure VI**.
- j) Non-Disclosure Agreement (NDA) to be submitted by successful bidder as per format given in **Annexure VII**.
- k) **Pre-Contract Integrity Pact (IP):** This RFP is issued on the condition that only those bidders, who submit a signed Pre-Contract Integrity Pact with LIC, on a stamp paper of Rs.500, would be eligible to participate in bidding. "Integrity Pact" format is given in **Annexure XIII**. Original hard-copy to be submitted on the last date of bid submission.
As per CVC Circular No **015/VGL/091 dated 14.06.2023** of Standard Operating Procedure (SOP) for Adoption of Integrity Pact under clause No 2.4 provides "Integrity pact, in respect of a particular contract, shall be operative from the date of IP is signed by both the parties till the completion of contract. After award of work, the Independent External Monitor (IEM) shall look into any issue relating to execution of contract, if specifically raised before them."
- l) Evidence to be submitted for each eligibility criteria should be part of the same response document. Proper naming and indexing should be done to avoid any ambiguity.
- m) The bidder who successfully qualifies in the eligibility criteria, only their commercial bids will be subsequently opened for further evaluation. Wherever, the dates are not specifically mentioned or implied in the RFP, the same should be taken as the date of this RFP.
- n) Escalation Matrix comprising of Details of the contact person i.e. Name, Phone Nos., e-Mail ID for escalations.

Commercial bid:

Commercial bid should be as per format given in **Annexure XII**. All documents submitted shall be signed by the authorized signatory.

Bid Currencies:

Prices shall be quoted in Indian Rupee. The Bids in currencies other than INR will not be considered.

C. Standard Terms & Conditions:

1. Late Bids:

Bids received after the date and time specified in the Activity Schedule will not be considered and will be rejected. LIC may, at its sole discretion change the date/ time of submission and LIC's decision in this matter will be final.

2. 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.

3. Right to terminate the Process:

- 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(s) 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 prior to award of agreement without assigning any reason whatsoever without thereby incurring any liability to the affected Vendor(s) or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action. Reasons for cancellation will be determined by LIC at its sole discretion.
- 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.
- 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.

4. **Modification and Withdrawal of the Bids:**

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

5. **Pricing & Taxes:**

- a. Price shall be **an all-inclusive price** exclusive of GST. Applicable GST will be reimbursed to the successful bidder in proof of having paid the said taxes on behalf of LIC. Vendor shall be entirely responsible for upfront payment of all applicable taxes and compliance with the respective tax authorities, in connection with delivery of products at site.
- b. The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/taxes/cess/customs duty & excise duty including any newly introduced taxes shall be permitted.
- c. Vendor will be entirely responsible for upfront payment of all applicable taxes like Central/State levies, sales tax, excise duty, cess, license fees, road permits, service tax etc. in connection with the delivery of products at the site.
- d. GST number shall be mentioned in the Invoices and shall be reimbursed as per actual on production of the original receipt in proof of having paid the said taxes on behalf of LIC.

6. **Evaluation of Bids**

The evaluation shall be done in two stages:

- ▶ Stage1–Eligibility Bid evaluation
- ▶ Stage2–Commercial Bid evaluation

- **Eligibility Bid Evaluation:**

The bidders submitting all the required documents will be eligible for commercial bid evaluation, only if all the documents are found to be in order.

During evaluation of the Tenders, the LIC, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted

The LIC reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the LIC shall be final and binding on all the vendors to this document and LIC will not entertain any correspondence in this regard.

- **Commercial Bid Evaluation:**

The estimated quantities are mentioned in **Commercial Bid Annexure XII**. All quotes should conform to the format as mentioned in the Commercial Bid (indicative).

- a) The quotes, as stated above, have to be submitted in the Commercial bid format. Bidder should note that quotes should be in integer only (i.e. non decimal).
- b) The Bidder will have to compulsorily quote price for each line item for the exact specifications called for.

7. Online Reverse Auction (ORA):

ORA will be conducted after the opening of the Commercial Bid. The date and time of the ORA along with the detailed business rules will be informed to the Bidders subsequently. The decision of the business rules for the conduct of the ORA will be solely decided by LIC and the decision of LIC is final.

8. Scope of Work:

LIC hereby invites all eligible bidders having written authorization from OEM (M/s Oracle) for Procurement of Oracle Standard Edition Licenses along with Technical Support for a period of 4 Years. This RFP is open only for Authorized partners of Oracle, having valid MAF from Oracle for the Products specified in the RFP. Eligible bidders are required to submit a Manufacturing Authorization Form (MAF) issued by M/s Oracle as a prerequisite for participation.

Supply of Oracle Licenses with 4 years Software Update License & Support for the following products:

The licenses should be in the	Sr. No.	Description	Total Number of Oracle Licenses Standard Edition
	1	Oracle Standard Edition 2	6 Licenses

name of Life Insurance Corporation of India, Central Office, Mumbai.

As Annual Technical Support (ATS) is part of the scope, recommended associated responsibilities (but not limited to) inclusions are as follows:

- Supply genuine Oracle Standard Edition licenses and ensure full compliance with Oracle's licensing policies, including documentation and audit readiness.
- Perform installation and initial configuration of the Oracle software, ensuring compatibility with existing infrastructure and alignment with best practices.
- The bidder shall be responsible for installing all major version upgrades, patch updates, and enhancements.
- Updates must be applied periodically, ensuring compatibility with the operating system and client database systems, in line with the applicable compatibility matrix.
- The bidder must deploy personnel who are both trained and certified in the proposed solution.
- The bidder shall be responsible for troubleshooting, resolving software issues, and raising service tickets as needed.
- Quarterly system health checks must be conducted to monitor and ensure optimal performance and reliability.
- Maintain comprehensive documentation of configurations, updates, incidents, and submit regular reports on ATS activities and system status.

9. Preference to Micro and Small Enterprises (MSE):

Preference will be given to Registered MSEs as per the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012. To be eligible for the preference, supporting documents to prove eligibility for exemption must be uploaded for evaluation by the bidder.

10. Validity Period:

- Bids shall remain valid for 12 months from the last date of bid submission as prescribed by LIC, in the Activity Schedule. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period.
- In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended by the bidder. Such extension will not require modification of the bids already submitted. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted.
- Empanelment:** All the bidders fulfilling the eligibility criteria as mentioned in the RFP will be deemed to be empanelled vendors for Procurement of Oracle Standard Edition Licenses along

Life Insurance Corporation of India – RFP/Tender for Procurement of Oracle Standard Edition Licenses along with Technical Support with Technical Support for a period of 4 Years. The Empanelment of the Vendors will be valid up to **31.03.2030**. LIC may, at its discretion, extend/ reduce the validity period of the empanelment for a maximum period of one year. LIC may also decide, at its discretion, to undertake a fresh empanelment exercise any time before the expiry of the validity period.

- d) **Approved rates under the RFP:** The prices of all the line items approved by LIC will be valid up to **31.03.2030**. LIC may place order for any additional requirement arising during this period to the extent of 25% of the originally declared line item wise quantities. LIC may, at its discretion, extend the price validity period up to 90 days with mutual agreement with the Vendor
- e) A Bidder granting the request will neither be required nor permitted to modify its bid.
- f) The contract is for a period of 4 years.
- g) The commercial offer shall be on a fixed price basis for the contract period. No upward revision in the price would be considered on account of subsequent increases during the offer validity period except for GST and any other applicable taxes.
- h) However, if there is any reduction on account of government levies, during the offer validity period, the same shall be passed on to LIC.

11. Non-Disclosure Agreement (NDA):

(To be submitted by the Successful Bidder Only): Successful bidder shall submit a duly notarized Non-Disclosure agreement on a stamp paper of INR 500/- (Rupees five hundred only) as per the format given in **Annexure VII** duly signed by the Authorized Signatory of the Company. **NDA is not required to be submitted at the bid submission stage.**

12. Performance Bank Guarantee (PBG):

- i. A PBG (as per **Annexure VIII**) to the tune of 3% of the L1 prices approved shall be submitted by the selected bidder.
- ii. The Performance Bank Guarantee shall be submitted within 15 days from the date of intimation.
- iii. The PBG should be valid for a period to cover the expected contract period of **51 months** and additional 3 months after the date of expiry of the contract from the date of its submission to LIC.
- iv. The PBG/ part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP.

13. Obligations of the Selected Vendor:

The Vendor will supply the Services:

- i. With due care and to the best of the Vendor's knowledge and experience;
- ii. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;
- iii. In accordance with all applicable Laws;
- iv. In accordance with any reason able directions given by LIC in relation to the Services;
- v. So as to meet the dates specified, promptly and without delay.
- vi. At Mumbai and other locations as required by LIC.

14. Placing of Orders and Making Payments:

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

- d) Payment terms & conditions, Service Level Agreements (SLA) and penalties will be as defined elsewhere in this RFP.

15. **Delivery Timelines and Penalties:**

Below are the delivery timelines and respective penalties:

(T0 – PO Issuance Date, TCO – Total Cost of Ownership)

S. No.	Description of Issue/Errors	Calculation	Expected SLA	Associated Penalty
1.	Delivery			
A)	Delay in Delivery of Oracle licenses to LIC.	T0 + 04 weeks	N.A.	1% of Purchase Order value for every week delay or part thereof, and maximum up to 10% of TCO.

Note:

1. The maximum penalty amount will not exceed the 10% of TCO as per RFP.
2. LIC reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the bidder, in case the bidder exceeds the threshold limit of Delay for any of the items above and/or penalty amount exceed 10% of TCO. LIC, at its sole discretion, may exercise any or all of the options against the bidder, in such circumstances.

16. **Payment Terms & Conditions:**

- a) No advance payment or interest payment will be made by LIC.
- b) Payment will not be released till delivery of the licenses.
- c) Only GST, wherever applicable, will be borne by the LIC.
- d) LIC will deduct TDS (Tax deducted at source) as applicable.
- e) ATS will be paid in advance on annual basis.
- f) The vendor will submit the cost details in the specified format mentioned in the commercial Bid format of this RFP as per Annexure XII.
- g) All payments will be made to the vendor in Indian Rupee only.
- h) GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. GST wherever applicable, shall be mentioned in the Invoices submitted along with the HSN codes and shall be reimbursed as per actual on production of the original receipt in proof of having paid the said taxes on behalf of LIC.
- i) LIC will make the payment within 45 days subject to submission of undisputed invoices along with all supporting documents/reports, etc. towards the delivery of licenses.
- j) Payment/ PO will be released only after submission of PBG and signing of Master Service Agreement (MSA) and NDA by the vendor. In case of delay in the commencement of some or all the services, payment will be made on pro-rata basis for the services delivered late.
- k) In no event services will be withheld and/or terminated by the vendor in case of delay/ non-payment of any dues payable to the vendor on account of any issues pending for resolution. Such issues will be resolved as per the provision available in the RFP.
- l) Payment in case of Termination of contract – In case the contract is terminated, payment towards services will be made on pro-rata basis, for the period services have been delivered, after deducting applicable liquidity damages, TDS/other taxes and adjusting other pending charges, if any.
- m) The payments will be made by LIC electronically through RTGS/ NEFT. Vendor is required to submit bank account details along with cancelled cheque in original.
- n) In the event of any change in vendor's bank details during the contract period, it would be the vendor's responsibility to submit revised bank details along with cancelled cheque leaf.
- o) In case the vendor refuses to accept/execute the order, LIC reserves the right to recover the penalty amount from PBG as well as any amount payable to the vendor. If required, LIC may also

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take action against the vendor and blacklist them, as per provisions available in the agreement/ contract.

- p) The vendor must accept the payment terms as proposed herein by LIC. Any deviation from the proposed payment terms would not be accepted.
- q) LIC shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of LIC.
- r) Penalty(s) during contract period will be deducted from any subsequent payment to be made to the Successful bidder.
- s) The PO will be issued for licenses along with 4 years support, billing for the ATS support should be done annually in advance year on year basis. PO will be issued on submission of the PBG.
- t) Payment of License and ATS cost will be made as per the following schedule:

S. No	Description	Eligible Payment
1.	Oracle Licenses - Oracle Standard Edition 2	100% Payment for supply of licenses will be done on successful delivery of licenses and on submission of proper invoice and other supporting documents for the same.
2.	ATS for Licenses	Payment for Oracle ATS will be done on yearly advance basis post submission of invoice and other requisite documents by the vendor.

- u) Documents to be produced for release of payment, as applicable:-
 - Invoice (with reference of Purchase Order, description of services delivered).
 - The proof of payment of taxes (wherever applicable).
 - Proof for Annual Technical Support (ATS) Of Oracle Database Licenses.
- v) In case of any non-compliance to any of the RFP terms and conditions, LIC may forfeit any of the Bank Guarantees and recover the amount from the Bidder.

17. **Force Majeure Clause:**

- a) The Vendor shall be liable for any delay in execution or failure of their respective obligations under this agreement except for delay caused by occurrence of events beyond control of the Vendor, including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, hostility, acts of public enemy, wars, riots, pandemic, strikes, sabotage, order/action or regulations of government, local or other public authorities.
- b) In case a Force Majeure situation arises, the Vendor shall immediately notify LIC in writing of such conditions and the cause thereof within one week and prove that such is beyond the control and affect the execution of the Purchase Order.
- c) Unless otherwise directed by LIC in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.
- d) If non-performance or diminished performance by the vendor due to the circumstances as mentioned above continues for a period of more than 30 days consecutively, LIC may terminate the contract immediately by giving the opposite party termination notice in writing within a period of 90 days .

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

18. **Limitation of Liability:**

Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights vendor shall not be liable, whether in contract, tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest

Life Insurance Corporation of India – RFP/Tender for Procurement of Oracle Standard Edition Licenses along with Technical Support costs, provided that this exclusion shall not apply to any obligation of supplier/ Vendor to pay liquidated damages to LIC and the aggregate liability of the vendor whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

19. Disputes:

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

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

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

In the event of any dispute or disagreement over the interpretation of any of the terms herein above, clarifications, annexure(s), etc. contained or claim of liability the same will be referred in writing to an arbitrator appointed by mutual consent of both the parties, whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliations Act 1996. The venue of arbitration shall be Mumbai. Subject here to the High court in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts (In case of failure of conciliation of arbitration, the place of judicial process will be in Mumbai only).

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

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

The work under contract shall continue during the Arbitration proceedings and no payment due or payable to the contractor shall be withheld on account such proceedings.

No interest will accrue on any amount during the Arbitration proceedings.

20. Conflict of interest:

The Vendor shall disclose to LIC in writing, all actual and potential conflicts of interest that exists, arises or may arise in the course of performing the obligation(s) as soon as it becomes aware of that conflict.

21. Fraud and Corrupt Practices

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

prejudice to its any other rights or remedies, forfeit in part or full the EMD/ PBG, as the case may be for, inter alia, time, cost and effort of LIC, with regard to the RFP, including consideration and evaluation of such Bids and such Vendor may not be allowed to participate in any RFP issued by LIC during a period of 2 years from the date such Vendor is found by LIC to have directly or through an agent, engaged or indulged in corrupt/ fraudulent/ coercive/ undesirable/ restrictive practice, as the case may be.

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

- a) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- b) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- c) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by LIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest ;and
- d) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- e) **Black listing / Removal of the empanelled Firm from the panel:**

Performance and conduct of every registered supplier is to be watched by the procuring entity. The empanelled vendors are liable to be removed/ blacklisted from the list of approved suppliers if they fail to abide by the terms and conditions of the empanelment or fail to supply the goods on time or supply/render substandard goods/services or make any false declaration to any govt. agency.

Blacklisting can be either temporary (i.e. for specified period) or permanent, depending upon the circumstances under which the firm has been black-listed / removed. Temporary blacklisting / removal can be confined to a specific job. Details of the firms permanently/temporarily blacklisted / removed by one office shall be circulated to all Offices and also placed on our website. The Competent Authority for black listing/removal of the firm will be as per L.I.C. of India (Stores) Code, 1959.

22. Indemnity

- i. Subject to Clause (b) below, the vendor will undertake to indemnify LIC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including LIC) attributable to the vendor's negligence or willful default in performance or non-performance under the contract. If LIC promptly notifies to the vendor in writing of a third party claim against LIC that any service provided by the vendor infringes a copyright, trade secret or Indian patents of any third party, vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:
 - LIC's misuse or modification of the service;
 - LIC's failure to use corrections or enhancements made available by the vendor;
 - LIC's use of the service in combination with any product or information not owned or developed by vendor; or
 - Information, direction, specification or materials provided by LIC or any third party contracted to it.
 - If any service is or likely to be held to be infringing, vendor will at its expense and option either
 - Procure the right for LIC to continue using it,

- Replace it with a non-infringing equivalent,
- 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.

ii. The indemnities set out in Clause (a) shall be subject to the following conditions:

- a. LIC as promptly as practicable informs the vendor in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b. LIC will, at the cost of the vendor, give the vendor all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
- c. If the vendor does not assume full control over the defence of a claim as provided in this article, the vendor may participate in such defence at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the vendor;
- d. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the vendor;
- e. All settlements of claims subject to indemnification under this Clause will:
 - Be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- f. LIC will account to the vendor for all awards, settlements, damages and costs (if any) finally awarded in favour of LIC which are to be paid to it in connection with any such claim or proceedings;
- g. LIC will take steps that the vendor may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- h. In the event that the vendor is obligated to indemnify LIC pursuant to this clause, the vendor will, upon payment of such indemnity in full, be subrogated to all rights and defences of LIC with respect to the claims to which such indemnification relates; and
- i. If a party makes a claim under the indemnity set out under Clause 4.11 (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).

23. Consequences of Termination of Selected Bidder:

In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/ continued execution of the scope of the work defined in RFP.

Nothing herein shall restrict the right of LIC to forfeit the PBG 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.

24. Land Border Clause:

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

25. Information Security related Conditions of LIC:

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

I. Some of the key areas are as under:

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

II. Right to Audit:

- i. The selected vendor shall agree to get itself annually audited by 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 were observed. All costs for such audit shall be borne by the service provider/vendor. However, the travel and stay cost for LIC officials will be borne by LIC.

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

Services of Notices and Communications:

Contact Details	Ms. Angel Johnson, Secretary (ERM/CSD) 022-61875803 co_csdadmin@licindia.com
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Publicity:

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

Secretary (ERM/ IT-CSD)

D. Annexures:**Annexure I: Bidder's Profile****RFP Ref: LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025**

1	Name of the Company	
2	Whether OEM, System Integrator	
3	Type of legal entity - Government Organization/ PSU/ PSE / partnership firm/ LLP/ Private Limited Company / Public Limited Company	
4	Date of Incorporation	
5	Whether MSE (Yes/No)	
6	Address of Registered Office	
	Phone Number	
	E-mail id	
7	Communication Address	
	Phone Number	
	E-mail id	
8	GST registration No. and date of registration	
10	PAN No. (Attach certified copy of PAN)	
11	Turnover of the Company (in Rupees Crores):	
	2024-25	Provisional C.A. Certificate if Audited Balance sheet not available
	2023-24	
	2022-23	
	2021-22	
11	Operating profit (EBITDA) of the Company (in Rupees Crores):	
	2024-25	Provisional C.A. Certificate if Audited Balance sheet not available
	2023-24	
	2022-23	
	2021-22	
12	Net-worth as per latest audited financial statement	
13	Details of past experience Bidder should have supplied Oracle Database Licenses/It's components' licenses during the last 4 years as on bid issue date, amounting to Rs. One Crore, incl GST. If there are multiple purchase orders in same financial year separate excel sheet should be submitted along with purchase order copies in same format mentioned below. Please note: ATS/ AMC provided by Bidder shall not be considered for this criteria.	

	Financial year (based on Purchase order)	Name of the client for whom projects undertaken	Project details	OEMs	Name, designation and contact details of representing the client for the purpose of reference	Order Value in Crore
	2024-25					
	2023-24					
	2022-23					
	2021-22					
	2020-21					
14	Bank Details (Cancelled cheque to be submitted)					
	Name of the Bank					
	Branch					
	MICR Code					
	Type of A/C					
	Account No.					
	IFSC Code					
15	Bidder's Official Web Site (URL)					
16	ISO Certifications		Certificate Number and Date of expiry			
	ISO 9001:2015 certificate enclosed (OEM and Bidder)					
	ISO 14001 certificate enclosed (OEM)					
	ISO 20000 certificate enclosed (Bidder)					
17	Any other relevant information not covered in the above points :					
18	We hereby confirm that we, M/s _____ have not been debarred by LIC or any public Sector as on date of submission of the bid.					

Place:

Date:

Name and Signature of Authorized signatory of the Company:

Stamp/Seal of Company

Annexure II: Eligibility Criteria**RFP Ref: LIC/ CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025**

SN	Eligibility Criteria	Documents to be Submitted
1	The bidder must be a registered legal entity in India.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.
2	The Bidder must have an annual turnover of minimum Rs. One Crore per annum during the last 03 (three) years preceding the date of this RFP	Annual audited balance sheet for last three financial years
3	The bidder should be in operating-profit (EBITDA i.e., Earnings before Interest, Tax, Depreciation & Amortization) during the last 03 (three) years preceding the date of this RFP.	Audited Balance sheet, Profit/Loss statement of the firm of last three financial years and CA Certificate
4	The bidder should be ORACLE partner (authorised re-seller/ partner) and same should be supported by certificate/ letter by Oracle India Pvt. Ltd. The bidder shall submit duly filled and signed Manufacturer Authorization form (MAF).	The bidder is required to submit (MAF) duly signed by OEM's (M/s Oracle) authorized signatory for offered product as per Annexure VI on company letter head of OEM.
5	Bidder should have supplied Oracle Database Licenses/It's components' licenses during the last five years as on bid issue date, amounting to Rs. One Crore , incl GST to any Central Govt/State Govt Organization and PSU. Please note: ATS/ AMC provided by Bidder shall not be considered for this criteria.	Purchase order / work orders/ Engagement Letter/ Work Completion Certificate of the supplied licenses during the mentioned period.
6	The Bidder should not have been blacklisted by Government of India / RBI / SEBI / IRDAI valid as on the date of this RFP. However, such blacklisting will be null and void for the purpose of bidding in this RFP, if the bidder has obtained stay order in any court of India.	Declaration on company letter head duly signed by the authorized signatory of the bidder.
7	Power of Attorney/Board resolution or Authorization, duly authorizing the authorized signatory to act on behalf of the Bidder for all legal and financial matters pertaining to this Bid and the resulting contract, if any.	Declaration on company letter head duly signed by the authorized signatory of the bidder. POA should be on non-judicial Stamp paper signed by Company Secretary (Comp. Authority).

Note:

- Bidder must comply with the above-mentioned criteria. Non-compliance to any of the criteria may entail rejection of the bid. LIC reserves the right to verify/evaluate the claims made by the bidder independently. Any misrepresentation will entail rejection of the offer.
- Evidence to be submitted for each eligibility criteria should be part of the same response document. Proper naming and indexing should be done to avoid any ambiguity.
- The bidder who successfully qualifies in the eligibility criteria, only their commercial bids will be subsequently opened for further evaluation.

Authorized Signatory of the bidder

Name:

Designation:

Date:

Place:

Seal of the company

Annexure III: Declaration pertaining to Land Border clause

RFP Ref: LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025

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

Dear Sir,

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

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

Dated at this day of 2025

Authorized Signatory

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

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

Annexure IV: NEFT Mandate Form

RFP Ref: LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025

PAYMENT DETAILS FOR ACCOUNT TRANSFER/RTGS

BENEFICIARY DETAILS:-

Name of the Firm:

1	IFSC No.	
2	Beneficiary Account No.	
3	Beneficiary Name	
4	Beneficiary Bank Name	
5	Branch/Location	
6	Contact Person	
7	PAN Card No.	

Authorized Signatory

Encl. Copy of cancelled cheque and PAN card

Annexure V: LIC Bank Account Details

RFP Ref: LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025

VAN-Virtual Account number- LIC9CS00

Bank Name	Union Bank of India[Erstwhile Corporation Bank]
Bank Address	Unit 4C, Ground Floor, Mittal Court Premise, Opposite Vidhan Bhavan, Nariman Point, Mumbai.
Title of Bank Account	Life Insurance Corporation of India
Type of Bank Account	Current
Bank Account Number	510101006085031
IFSC	UBIN0902217

For Bank Guarantee:

Bank Name	Kotak Mahindra Bank
Bank Address	5C/II,GroundFloor,MittalCourt,224,NarimanPoint,Mumbai – 400021
Title of Bank Account	Life Insurance Corporation of India
Type of Bank Account	Current
Bank Account Number	7311115782
IFSC	KKBK0000958
MICR Code	400485002

Annexure VI: Manufacturer's Authorization Form (MAF)

(To be provided on the OEM's letter head)

RFP Ref: LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025

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

Dear Sir,

We _____ (OEM) who are established and reputed manufacturers of _____ (Equipment) having factories/Depot at _____ and _____ confirms that, M/s _____ (Name and address of bidder) herein after referred as "Partner" wishes to participate in the Bid or Project stated above and has entered into an agreement for the purchase and resale of _____ (OEM) Products and/or Services. The Partner is entitled and authorized to do the following:
Resell and/or distribute _____ (OEM) products and/or services in India to end users within that Territory.
Bid, negotiate and conclude a contract with LIC of India for the above products/services manufactured or supplied by _____ (OEM).

_____ (OEM) will, within the scope of its agreement with its Authorized channels, provide product warranty services and support for _____ (OEM) products obtained through its Authorized channels for a period mentioned in the RFP referred above, from the date of installation at LIC of India.

_____ (OEM) certify that, the equipment's being sold would not be declared End of Support (EoS) in the next 6Years and that _____ (OEM) shall supply suitable substitute in case EoS of equipments. Also _____ (OEM) certifies that the products being sold would be covered under Warranty / Support and support will be available for next five years (4 years initially and one year if extension is provided) from the date of installation at LIC of India.

The products being sold under this RFP will be provided back-to-back/direct support with the OEM for 4 years. It would be the highest level of support provided by the OEM and would be able to meet the SLA parameters.

If you need any additional information, please contact Mr./Ms. _____ at _____ (Mobile no.) or _____ (e-mail ID).

Yours faithfully,

Name of person

For and on behalf of M/s _____

Designation

Contact Details

Date:

Place: _____ (Name of Original Equipment Manufacturer - OEM) (Seal of the OEM) (inked sign and not digital)

Annexure VII: Non-Disclosure Agreement (NDA)
(To be submitted by the successful bidder)

(To be executed over Rs.500 Stamp/Franked paper & notarized)(No deviations in wordings permitted)

This Non-disclosure Agreement ("NDA") is made and entered into this __ day of _____ in the year Two Thousand and

BY AND BETWEEN

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

AND

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

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

WHEREAS, the Respondent is aware that during engagement with LIC's '**RFP/Tender for Procurement of Oracle Standard Edition Licenses along with Technical Support 'RFP Ref: LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025**', the Respondent may be gathering information on LIC's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Respondent agrees to hold all Confidential Information received from LIC in confidence. Respondent will use such Confidential Information only for the purpose of developing the Response to the said engagement; restrict disclosure of such Confidential Information to its employees and employees of its affiliated companies with a need to know and inform such employees of the obligations assumed herein. Respondent will not disclose such Confidential Information to any third party without the prior written approval of LIC.

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants' reports, trade secrets, pro-forma and other financial and trade/commercial information, computer models and programs, contracts, designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party. It may be noted that all the information shared as a part of the

LIC 'RFP/Tender for Procurement of Oracle Standard Edition Licenses along with Technical Support' in the form of project documents, discussions on system architecture, data shared etc. shall be the sole property of LIC and shall be treated with the same degree of confidentiality as that of the Respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of the 'RFP/Tender for Procurement of Oracle Standard Edition Licenses along with Technical Support' Ref: LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025, project engagement.

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

Distribute or disclose to any other person any of the Confidential Information.

Permit any other person to have access to the Confidential Information.

Use the Confidential Information for any purpose other than the Permitted Use; or disclose to any other person

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

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

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

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

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

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

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

Information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder.

Information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party.

Information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information.

Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of LIC.

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

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

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

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

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

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

Respondent shall not modify or erase the logos, trademarks etc., of LIC or any third-party present on the Confidential Information. The Respondent shall not use or display the logos, trademarks etc., of LIC in any

Life Insurance Corporation of India – RFP/Tender for Procurement of Oracle Standard Edition Licenses along with Technical Support advertisement, press etc., without the prior written consent of LIC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Respondent has caused this Agreement to be executed as of the date set forth above.
For and on behalf of <Respondent Company> <Address of Respondent>

Authorized Signatory

Name:

Designation:

Office Seal:

Place:

Annexure VIII: Format for Performance Bank Guarantee (PBG)

This Deed of Guarantee executed by the ----- (Bank name) a Nationalized/ Scheduled Bank within the meaning of the Reserve Bank of India Act and carrying out banking business including guarantee business at Mumbai and other places " having its head office at ----- (hereinafter referred to as "the Bank") in favor of Life Insurance Corporation of India, having its Central Office at Yogakshema, Jeevan Bima Marg, Nariman Point, Mumbai 400021, formed under the act of the Parliament LIC Act ,1956 (hereinafter referred to as LIC) for an amount not exceeding Rs. _____/- (3% of the Total Contract Value), at the request of (Vendor's Name & address) ----- (hereinafter referred to as the "Vendor").

This guarantee is issued subject to the condition that the Liability of the Bank under this guarantee is limited to a maximum of Rs. _____/- (3% of the Total Contract Value) and the Guarantee shall remain in force for a period up to _____ (date), and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the Bank on or before _____ (date) by LIC.

And Whereas ----- (Vendor's Name) having its head office at ----- -- has participated and has been selected as the successful vendor in the **Ref: LIC/CO/ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025** and is submitting this guarantee under the terms & conditions of the said RFP. LIC need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee..

And whereas the _____ (name & address of the bank) has agreed to give on behalf of the Vendor a guarantee, therefore we hereby affirm that we guarantee and are responsible to you on behalf of the vendor up to a total amount of Rs. _____/- (3% of the Total Contract Value) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you within the limit of Rs. _____ (3% of the Total Contract Value) as aforesaid, without your need to prove or show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank or the Supplier.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:

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

Our liability under this guarantee is restricted to a sum of Rs. _____/- (3% OF PURCHASE ORDER VALUE).

The Bank Guarantee will be valid for a period up to _____ for a period of 51 months from the date of submission excluding claim period of 3 months_____.

A written claim or demand for payment under this Bank Guarantee is the only condition precedent for payment of part/ full sum under the guarantee to LIC.

LIC need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

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

DATED AT THIS DAY OF

SEALED AND SIGNED BY THE BANK

Annexure IX: On line Tendering Guidelines

Information and Instruction to the Bidders for using ON-LINE ELECTRONIC TENDERING SYSTEM(e-TS)

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

Registration of the Contractors/Bidders: All the Contractors intending to participate in the Bids floated online using Electronic Tendering System (eTS) are required to get registered on the e-Tender Portal (website) <http://www.tenderwizard.com/LIC> after successful Registration on the above-mentioned portal; the bidder will get a User ID and Password to access the website.

Viewing of Online Tenders: The contractors/bidders can view tenders floated on online Electronic Tendering System (eTS) hereinafter referred as “e- Tendering System” through portal (website) at <http://www.tenderwizard.com/LIC>. They can view the details like Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download through, they need to login on to the above portal and can download the tender documents of an e-Tender.

Key Dates: The contractors/bidders can view the Online Scheduled dates of the e-tendering System (time schedule) hereinafter referred as “Key Dates” tenders floated using the online electronic tendering system on above mentioned portal(website) <http://www.tenderwizard.com/LIC>

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

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

Obtaining a Digital Certificate and its Usage:

On e - Tendering System, the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.

The contractors may obtain Class III digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic Tendering System (ETS):

E-Tender helpdesk	
Address	#24, Sudha Complex, 03 rd Stage, 04 th Block, Basaveshwaranagara, Bangalore-560079.
Email	dscprocessingunit@yahoo.com

Help Desk Contact Details
E-mail & Mobile Numbers
sushant.sp@antaressystems.com: +919731468511
lokesh.hr@antaressystems.com +919686115304

The Bid (Online Offer) for a particular e Tender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission. In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.

In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per IndianInformationTechnologyAct2000 and its amendments.

Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of agency for LIC of India, Central Office, Mumbai as per Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an "Authorization Certificate for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.

The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website) through <http://www.tenderwizard.com/LIC>.

Submission of Tender Fees: (When Applicable)

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

Submission of Earnest Money Deposit: (When applicable)

Contractors have to GUARANTEE of any of the "Life Insurance deposit EMD of required amount in the form of BANK the Nationalized / Scheduled Banks drawn in the favor of Corporation of India" payable at "Mumbai" only, and not in the favor of any other Authority or Location.

A scanned copy mandatorily along with of Bank Guarantee against EMD should be uploaded Bid submission stage (as per the Key Dates mentioned in e-Tender and Tender document) and original Bank Guarantee(B.G) should be submitted to the **Executive Director (ERM), LIC of India, Central Office, ERM/IT/CSD 2nd Floor, Jeevan Seva Building, Santacruz (West), S. V. Road, Mumbai – 400054** in the sealed envelope within the time & date as mentioned in Key Dates of e-Tender, otherwise your BID will not be evaluated / scrutinized. Refund of Earnest Money Deposit to the unsuccessful bidders will be made through RTGS/NEFT or Guarantee returned as applicable.

Tender Download:

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

Submission of online bids:

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

The bidders are required to prepare their bids on online e-Tendering Portal as mentioned above. During bid preparation, the bidders have to send their Public Key of DSC hence they are advised to procure DSCs at earliest to participate in thee-Tender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also, bidders are required to scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) and digital sign the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. They should view and note down or take a printout the Bid Hash submitted and ensure that it matches during "Re-Encryption of Bids" stage. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.

Generation of Super Hash: After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "Digitally signed tender Super-Hash" will be generated by concerned LIC Department official. This is equivalent to sealing the tender box.

Re-Encryption of Bids: Once the Generation of Super Hash stage is completed the Contractors/ bidders have to decrypt their bids as they are in encrypted mode by their DSC and re-encrypt with Department user's Public Key which will be included in the e-Tender. During this process they need use their DSC for decryption of Bids and signing of Bid Hash once again for security. The electronic bids of only those Contractors/bidders who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Contractor who does not submit his bid seal (hash) within the stipulated time will not be allowed to submit his bid (Re-Encryption). This stage could be considered as transfer of control to LIC Department user. Pre-bid discussion with all applicants is as per key dates to clarify doubts of potential bidders in respect of this RFP. Any prospective bidder may, in writing seek clarification in respect of the bidding documents. However, last date of submitting clarification request shall be 2 (two) days before the schedule Pre-bid meeting.

Annexure X: Business Rules, terms & conditions of Online Reverse Auction

A. Introduction:

Consequent to the release of **RFP Ref: LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025** and the evaluation of the Eligibility Criteria of the bidders and opening of Commercial Bids of eligible bidders, Online Reverse Auction will be carried out among the Bidders who are found eligible for ORA, by providing opportunity to the Bidders to quote the price dynamically for the said RFP.

Online Reverse Auction Price Basis:

Pricing basis shall be as per the RFP.

The objective of the ORA is to derive the lowest price, i.e. the Total Cost of Ownership (TCO) for the project.

B. Definitions:

- 1) "LIC" means Life Insurance Corporation of India.
- 2) "Service Provider" means the third party, Antares Systems Limited which has been selected by the Life Insurance Corporation of India for conducting the Online Reverse Auction.
- 3) "Bidder" means the eligible bidder participating in the Online Reverse Auction.
- 4) "L1" means the Bidder who has quoted prices with lowest TCO in the Online Reverse Auction process.
- 5) "L2" means the Bidder who has quoted prices with second lowest TCO in the Online Reverse Auction process.
- 6) "L3" means the Bidder who has quoted prices with second lowest TCO in the Online Reverse Auction process.
- 7) "Current Lowest Bid" means the bid of L1 bidder at a particular time.

C. Eligibility of Bidders to participate in Online Reverse Auction:

- 1) Bidders, who have qualified as per the Terms and Conditions of the RFP and accept the Business Rules, Terms and Conditions of the Online Reverse Auction and submit an undertaking, can only participate in Online Reverse Auction. Bidders not submitting the undertaking or submitting with deviations/ amendments thereto will be disqualified from further evaluation/ participation in the process of this procurement.
- 2) Bidders should ensure that they have valid class 2 or class 3 Digital Certificate well in advance, to participate in the Online Reverse Auction. LIC and/ or Service Provider will not be responsible in case any bidder could not participate in the Online Reverse Auction due to non-availability of valid digital certificate.

D. Bidding Currency:

Bidding will be conducted in Indian Rupees (INR). All bidders are required to quote the Total price only.

E. Base Price and Decrement Bid Value:

1. Opening Base Price for Online Reverse Auction will be available to the bidders on their bidding screen at the start of the Reverse Auction.
2. The bidders must start with an amount equal to or lower than the Opening Base Price. Any subsequent bid modification should be allowed only when the quoted price is lower than the earlier one quoted by the respective bidder.
3. The minimum bid decrement shall be available to the Bidders at the start of the auction. The bidder can bid lower than the last bid amount a decrement, which shall either be the minimum allowed bid decrement/ multiple of the minimum bid decrement resulting in a bid which is lower than the current lowest bid.

F. Conduct of Online Reverse Auction event:

1. Online Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the

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Service Provider identified by LIC.

2. Service Provider will make all necessary arrangement for fair and transparent conduct of Online Reverse Auction like hosting the web portal, imparting training to eligible Bidders, etc., and finally conduct of Online Reverse Auction.
3. Bidders will be participating in Online Reverse Auction event from their own office/ place of their choice. Internet connectivity and other paraphernalia shall have to be ensured by the bidders themselves.
4. Bidders are advised to make all the necessary arrangements/ alternatives such as back-up power supply, etc. so that they are able to circumvent any untoward situation and still be able to participate in the Online Reverse Auction successfully. However, the bidders are requested to not wait till the last moment to quote their bids to avoid problems. Failure of internet connection, power at the premises of bidders during the Online Reverse Auction cannot be the cause for not participating in the Online Reverse Auction. On account of this, the time for the auction shall not be extended and LIC is not responsible for such eventualities.
5. LIC and/ or Service Provider will not have any liability to the bidders for any interruption or delay in access to the site of Online Reverse Auction, irrespective of the cause.
6. For making the process of Online Reverse Auction and its result legally binding on the participating Bidders, the Service Provider will enter into an agreement with each eligible Bidder, before the start of the Online Reverse Auction event. Without this, Bidder will not be eligible to participate in the event.
7. Bidders' name will be masked in the Online Reverse Auction screen and will be given random dummy names by the Service Provider.
8. Bidder/ his authorized representative will be given a unique login id and password by the Service Provider. Bidder/ his authorized representative will change the password after the receipt of initial password from the Service Provider to ensure confidentiality. All bids made from the login id given to a bidder will be deemed to have been made by the concerned bidder/ his company. Only one login id will be provided to each bidder.
9. Online Reverse Auction will be conducted as per English Reverse Auction with no tie, where more than one bidder cannot have identical bid price.
10. Once a bid is made by a bidder through his registered login id, the same cannot be cancelled. The Bidder is bound to supply the requisite product/ service under the RFP at the bid price quoted by the bidder in the Online Reverse Auction.
11. If a Bidder places a bid price in last 5 minutes before closing of the Online Reverse Auction, the auction period shall get extended automatically for another 5 minutes. In case a bidder places another quote within the next 5 minutes, the auction period shall extend for another 5 minutes. These further extensions of 5 minutes each shall continue till such scenario when there is no bid during the 5 minutes extension. In case there is no bid in the last 5 minutes of closing of Online Reverse Auction, the auction shall get closed automatically without any extension.
12. The time period of Online Reverse Auction and extension time are subject to change and will be advised to eligible bidders before the start of the Online Reverse Auction event.
13. Bidder will be able to view the following on their screen along with the necessary fields in Online Reverse Auction:
 - Opening Price
 - Current lowest bid in the auction

- Last bid price placed by the respective bidder.

Sample screen is shown below (**Figures mentioned below are for illustration only and may be used during the bidder training process**)

Item	Bid Category	Opening Price	Bidder Price (INR)	Minimum Decrement Value (INR)
A	Opening Base Price	5,00,000	-	1000 (Non-Editable values)
B	Current Lowest Bid	4,80,000		1000 (Non-Editable values)
	Bidder's Quotes			
C	Quote for RFP for Supply, Implementation and Maintenance of Power Saving Solution for Desktops.		4,60,000	1000 (Non-Editable values)
D	Footnote: ORA will be conducted for Total Cost of Operations (TCO) All Prices are excluding GST. Only lowest Quote among all bidders shall be shown during the bidding. <u>Bidding in the last minutes and seconds should be avoided in the bidder's own interest.</u> <u>Neither the Service Provider nor LIC of India will be responsible for any lapses/ failure on the part of the bidder, in such cases.</u>			

Please note that the above footnote in RED will appear in full below the bidding screen.

- During Online Reverse Auction, if no bid price is received within the specified time, LIC, at its discretion, may decide to scrap or re-conduct the Online Reverse Auction process.
- The actual value of Opening Base Price under item "A" shall be informed to the e-procurement Vendor on the day of the bidding process at least one hour before the scheduled time of the start of the bidding process.

G. Conclusion of Online Reverse Auction Process

1. At the end of Online Reverse Auction event, the Service Provider will provide LIC with all the necessary details of the bid prices and reports of Online Reverse Auction.
2. Upon receipt of the above information from the Service Provider, LIC will evaluate the same and will decide the successful bidder.
3. All participating bidders have to submit the duly filled-in and signed format confirming the lowest price quoted in the Reverse Auction by email to LIC within 24 hours of Online Reverse Auction without fail. The Original signed document should be submitted in person to LIC before 5:00 pm the next working day.
4. Any variation between the Online Reverse Auction bid price and the signed document will be considered as sabotaging the tender process and will invite disqualification of the bidder from conducting business with LIC.
5. The successful Bidder is bound to supply/ execute the deliverables as per the scope of work defined in the

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RFP at their final lowest bid price of Online Reverse Auction. In case of backing out from the reverse auction process or not agreeing to supply as per the rates quoted, LIC will take appropriate action against such bidder and may blacklist/ debar him from participating in any tenders in future.

H. Bidder's Obligation:

1. Bidder will not involve himself or any of his representatives in price manipulation of any kind directly or indirectly with other suppliers/ bidders.
2. Bidder will not divulge either his bid details or any other details of LIC to any other party without written permission from LIC.

I. Change in Business Rules, Terms & Conditions of Online Reverse Auction:

1. LIC reserves the right to modify/ withdraw any of the Business Rules, Terms & Conditions of Online Reverse Auction at any point of time.
2. Modifications of Business Rules, Terms & Conditions of Online Reverse Auction will be conveyed through email immediately.
3. Modifications, if any, made during the running of Online Reverse Auction event will be advised to participating bidders immediately.

Annexure XI: Contract Form

(To be submitted by only successful bidder)
(To be executed in a Rs. 500 stamp Paper)

RFP Ref: LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025

This Agreement is made on this _____ day of _____, **2025** between

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

And

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

WHEREAS

- A. LIC has issued a Request for Proposal (“RFP”) **bearing RFP Ref: LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025 for “Life Insurance Corporation of India – RFP/Tender for Procurement of Oracle Standard Edition Licenses along with Technical Support”** for the purposes specified in the RFP.
- B. <Name of Vendor> Limited is desirous to take up the project for ‘Life Insurance Corporation of India – **RFP/Tender for Procurement of Oracle Standard Edition Licenses along with Technical Support**’ and for that purpose has submitted its eligibility bid and financial proposal in response to LIC's RFP vide the Vendor's proposal dated _____, subsequent documents submitted on dates as described below and subsequent participation in Online Reverse Auction for the above RFP held on _____.

Sl. No.	Date	Event details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

- C. LIC has evaluated the eligibility bid and financial proposal submitted by <Name of Bidder> and selected <Name of Bidder> as the successful bidder for **“Life Insurance Corporation of India – RFP/Tender for Procurement of Oracle Standard Edition Licenses along with Technical Support”** as outlined in its RFP, subsequent corrigenda / clarifications and replies to queries at the final rates quoted by the Vendor which are replicated below:

Commercial Bid document submitted by vendor after online reverse auction

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

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

1. Project Reference Documents:

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

- a) The Request for Proposal (RFP) **LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025** Clarifications and Modifications to LIC's RFP for 'Life Insurance Corporation of India – RFP/Tender for Procurement of Oracle Standard Edition Licenses along with Technical Support' as given below:

Date	Event Details

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

2. Project Duration, Scope of work and Timelines

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

3. Project Prices and Payments

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

4. Miscellaneous

- a) Neither party shall publicize nor disclose to any third party, without the consent of the other party, either the price or other terms of this Agreement, except as may be necessary to comply with any laws or other obligations stated in this Agreement.
- h) This Agreement together with the project reference documents as stated in paragraph number 1 and which are annexed hereto constitutes the entire agreement between LIC and <M/s. -----Name of Bidder> in relation to the above RFP. If any term or provision of the said entire agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the said entire Agreement shall not be affected.
- b) No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by both the parties. Neither party's failure to exercise any of its rights under this Agreement shall constitute or be deemed a waiver or forfeiture of those rights.
- c) The effective date of the Contract shall be the date on which duly executed copies of this Agreement as specified in the RFP are received by LIC.
- d) Notwithstanding anything mentioned in this agreement, the clauses and deliverables mentioned in project reference documents as stated in the paragraph no. 1 will be treated as final and binding.

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

SIGNED, SEALED AND DELIVERED

By_____

Secretary (ERM/IT/CSD)

Of the within named **Life Insurance Corporation of India,**

The party of the first part above named

on _____ day of _____ 2025

In the presence of:

1)

2)

SIGNED, SEALED AND DELIVERED

By_____

The constituted and authorized representative of <M/s. -----Name of Bidder>, the party of the second part above named

on _____ day of _____ 2025

In the presence of:

1)

2)

Annexure XII: Commercial Bid (Indicative Pricing)

RFP Ref: LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025

Sl. No.	Item Description	Quantity [A1]	Unit Price [B1]	Total Cost [C1=A1 X B1]
1	Oracle Standard Edition 2	6 Licenses		

Sl. No.	Item Description	Technical Support Cost for Year 1 [B1]	Technical Support Cost for Year 2 [B2]	Technical Support Cost for Year 3 [B3]	Technical Support Cost for Year 4 [B4]	Technical Support Cost for 4 years Total Cost [C2=B1+B2+B3+B4]
2	ATS (Software Update + Product Support) Cost					

Sl. No.	Item Description	Values	Total Cost
1	Oracle Standard Edition 2	C1	
2	ATS (Software Update + Product Support) Cost	C2	
Total Cost in INR (C1 + C2)			

Note:

- The bidders will be required to submit the Total Cost in INR (C1 + C2).
- All the rates quoted are exclusive of GST.

Authorized Signatory of the bidder:

Name:

Designation:

Date:

Place:

Seal of the company:

Annexure XIII: Pre-Contract Integrity Pact

RFP Ref: LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025

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

General:

This pre-bid pre-contract Agreement (herein after called the Integrity Pact) is made on day of the month of2025, between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (Act 31 of 1956) and having its Central Office at "Yogakshema" Jeevan Bima Marg, Mumbai 400021. (herein after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s.....represented by Shri..... (Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure RFP/Tender for **Procurement of Oracle Standard Edition Licenses along with Technical Support' RFP Ref: LIC/CO-ERM-IT-CSD/2025-2026/GRC/Oracle License dated 11 August 2025**(Name of the Stores/Equipment/Item/Service) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and WHEREAS the BIDDER/Seller/Service Provider is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act, 1956.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDER /SELLER/SERVICE PROVIDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to here by agree to enter into this Integrity Pact and agree as follows:-

1. Commitments of the BUYER

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either

themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

- 1.2. The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BUYER will report to the "Chief Vigilance Officer" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or dis-favour to any person in relation to the contract of any other contract with the Government.
 - 3.3. Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
 - 3.4. BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the

contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.

- 3.7. The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER/Contractor will not commit any offence under the relevant Indian Penal Code (IPC)/Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed. The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14. The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender processor the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
 - (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.2. The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

6. Fall Clause:

The Bidder undertakes that it has not supplied / is not supplying similar product / systems / items or subsystems having same scope of work, payment terms and all other applicable terms and conditions, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage of Bidding process that similar product / systems or subsystems / items was supplied by the Bidder to any other Ministry / Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

7. Independent Monitors:

- 7.1. The BUYER has appointed (herein after referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Name address of the Monitor(s):

1. Shri Arun Chandra Verma,IPS (Retd.)
FlatNo.C-1204, Amrapali Platinum Complex, Sector - 119,
NOIDA, Uttar Pradesh
Emailaddress:acverma1@gmail.com

2. Shri Jose T Mathews, IFS (Retd.) House
No37/930, EbrahimPillaiLane, Via Kakkanad
Thrikkakara – 682021 Ernakulum, Kerala
Emailaddress:jtmat507@gmail.com

- 7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.
- 7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5. As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the **Executive Director (E&OS), LIC.**
- 7.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CEO & MD, LIC and recues himself / herself from that case.
- 7.8. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.9. The Monitor will submit a written report to the CEO & MD, LIC within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 7.10. If the Monitor has reported to the CEO & MD, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CEO & MD LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. Facilitation of Investigation:

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

9. Law and Place of Jurisdiction:

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

10. Other Legal Actions:

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

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. Changes and supplements as well as termination notices need to be made in writing

11. Validity:

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

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

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

BUYER

BIDDER

Secretary (ERM/IT/CSD)

Life Insurance Corporation of India

Witness

1.

2.

Witness

1.

2.

(Note: Bidder / Seller / Service Provider/ Stores / equipment / item / service Bidding process / bid evaluation / process of availing services.

All pages must be signed and numbered.

Appropriate word may be used wherever applicable without altering the purpose/desired intention of the clause.)

END OF THE DOCUMENT