



Ref: LIC/CO/IT-DT/EDMS-AadhaarMasking/2025-26/RFP

Dated: 14/08/2025

INVITATION FOR REQUEST FOR PROPOSAL

For

Aadhaar Data Masking Solution

Of

Life Insurance Corporation of India

Central Office, Information Technology/Digital Transformation Department, EDMS Section,

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RFP Terminology

Definitions

Throughout this RFP, the terminologies mentioned below would carry the following meaning:

1	Agreement	Agreement means a formal contract between two or more parties outlining the terms, conditions, roles, and responsibilities related to the Aadhaar masking solution. It defines the scope of work, timelines, compliance requirements, cost (if any), service levels, and other obligations to ensure a clear understanding between all involved parties.
2	Aadhaar Vault	Aadhaar Vault is a secure storage system designed to store, manage, and protect Aadhaar numbers by replacing them with reference numbers or tokens, ensuring compliance with UIDAI regulations and enhancing data security and privacy.
3	Clarification	Clarification is an explanation with respect to this RFP in writing, either by way of letter or standard electronic means.
4	Confidentiality	The contents of this RFP and the supporting documentation are confidential to LIC and are provided solely for the purpose of response to the RFP for EDMS-Aadhaar Masking Solution Project and will be governed by the Non-Disclosure Agreement. Confidentiality means protecting sensitive information from unauthorized access, disclosure, or misuse.
5	Corporation / LIC / LIC of India	Reference to the "Corporation or LIC or LIC of India" means without limitation "Life Insurance Corporation of India" a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Central Office at "Yogakshema", Jeevan Bima Marg, Mumbai 400 021.
6	Corrigendum	Any clarification issued by LIC will be in the form of a Corrigendum, a copy of which will be published on LIC Website and Central Public Procurement Portal of GOI.
7	Solution / Services / Work / System	"Solution or Services or Work or System" means the complete setup, implementation, and execution of Aadhaar masking, including all required IT infrastructure, software, security measures, and compliance processes. It covers everything from providing the technology to ensuring secure and efficient operations as per regulatory guidelines.
8	Masked Aadhaar	Masked Aadhaar refers to an Aadhaar card where the first 8 digits of the 12-digit Aadhaar number are hidden or replaced with characters such as "XXXX-XXXX," displaying only the last 4 digits (e.g., XXXX-XXXX-1234).
9	TAT	Turn-Around-Time is the total time required for end-to-end solution for Aadhaar Masking, implement the solution, or resolve any related issues.
10	UAT	UAT (User Acceptance Testing) is the final phase of testing where the end users verify that the Aadhaar masking solution works correctly as per requirements. It ensures the system meets business needs, is compliant with regulations, and functions smoothly before full deployment.
11	EOI	Expression of Interest Ref: CO/IT-DT/2025-26/EOI/AadhaarMasking, dated 30/04/2025

Abbreviations

1	Aadhaar	Unique Identification Number (issued by UIDAI)	12	OCR	Optical Character Recognition
2	AI/ML	Artificial Intelligence / Machine Learning	13	OEM	Original Equipment Manufacturer
3	AMC	Annual Maintenance Contract	14	ORA	Online Reverse Auction
4	APIs	Application Programming Interfaces	15	PBG	Performance Bank Guarantee
5	CO	Central Office	16	PN	Proprietary – Newgen Format
6	COLO	Co-location Data Centre	17	SLAs	Service Level Agreements
7	EDMS	Enterprise Document Management System	18	SoC	Signing of Contract
8	EMD	Earnest Money Deposit	19	TCO	Total Cost of Ownership
9	GOI	Government of India	20	TIFF	Tagged Image File Format
10	GST	Goods and Services Tax	21	TPAs	Third Party Administrators
11	MIS	Management Information System	22	UIDAI	Unique Identification Authority of India

1. Introduction

The **Life Insurance Corporation of India (LIC)** invites the commercial proposals from qualified bidders in response to EOI Ref: CO/IT-DT/2025-26/EOI/AadhaarMasking, dated 30/04/2025, for providing a fully managed Aadhaar Masking Solution across LIC's enterprise document management systems (EDMS).

This RFP is extended only to the two shortlisted bidders based on PoC result:

- **Hewlett Packard Enterprise (HPE)**
- **Aurionpro Solutions Ltd**

2. Objectives of the RFP

Enable secure, scalable, and accurate bulk masking of Aadhaar numbers in scanned identity documents stored in the LIC's Document Management System by:

- Retrieving documents from the EDMS via DMS API,
- Identify and classify document type (Aadhaar).
- Detecting and extracting Aadhaar numbers from relevant documents.
- Validate extracted Aadhaar as per UIDAI rules.
- Masking the first 8 digits in-place on the document image (preserving the last 4), Mask Aadhaar documents per UIDAI guidelines.
- Persist Aadhaar details in secure databases.
- Replacing the original document with the masked version via API,
- Ensuring no unacceptable size inflation (especially for multipage TIFF),
- Maintaining full auditability, error handling, and compliance.
- Aadhaar number is send to Aadhaar Data Vault (ADV) using API.
- Last 4 digits of the masked Aadhaar are stored in the Policy database with ADV Reference number
- Maintain high operational security and compliance with IRDAI, UIDAI, and RBI regulations.
- Complete processing of **100% of available document backlog within 12 months.**
- **End-to-End Process Responsibility: End to End processing by the Selected Bidder with bidder own deployed infrastructure. Document Retrieval, Document Classification, Data Extraction, Validation, Data Storage, Masking, Aadhaar Document Re-upload, MIS Reporting.**
- Documents include scanned Aadhaar cards (single or multipage TIFF/PDF/JPEG/imagery).
- Aadhaar numbers appear in standard printed formats (with possible variations in font, tilt, noise).
- Processing happens within approved security boundary; no leakage outside authorized zones.
- The "masking" requirement is to obfuscate first eight digits leaving last four visible (e.g., XXXX XXXX 1234), and this must be irreversible in the stored image.
- All processing to be done **within each regional data centre** — no data to leave premises.
- Aadhaar handling to comply with:
 - UIDAI Aadhaar Data Security Regulations
 - IRDAI Guidelines on Aadhaar Usage
 - RBI Cybersecurity Framework for BFSI
- Masking to be irreversible and validated before upload.
- Access logs, audit trails, and chain of custody to be maintained for all data operations.
- Service Provider staff to undergo **background verification** and **sign NDA**.
- Utility Application for the users to Mask need based Ongoing and Residual Aadhaar Images with user authentication and authorisation controls.

3. Proposal Submission:

Time Schedule of Various RFP related events		
1	Date of availability of RFP Document for EDMS-Aadhaar Masking Solution on LIC Website, Central Public Procurement Portal of GOI and e-procurement website	14-08-2025
2	Last date and time for submission of Bid	25-08-2025 15:00(IST)
3	Mode of Submission of Bid	To be submitted online through e-procurement website: https://www.tenderwizard.com/LIC
4	Addressee and Office Address for Communication	Executive Director (IT/DT) Life Insurance Corporation of India, Central Office, Information Technology/Digital Transformation Department, EDMS Section, 'JeevanSeva Annexe' Building, Ground Floor, S.V. Road, Santacruz (West) Mumbai – 400054. e-mail : co_edmsrfp@licindia.com
5	Bid Processing Fee (Non-refundable) for eligible and interested bidders,	NIL
6	Earnest Money deposit (EMD)	Rs 10 Lakhs (Rupees Ten Lakhs Only) (in the form of unconditional and irrevocable Bank Guarantee (BG) as per the format given in Annexure - A5)
7	Bid Validity Period	Bid is valid for 180 days from the date of submission of Bid
8	Commercial Bid opening date/time/	25-08-2025 15:10(IST)
9	Online Reverse Auction Schedule	To be notified to the Shortlisted bidders.
10	Contact person for any clarification and Bid queries	Secretary (IT/DT) Life Insurance Corporation of India, Central Office, Information Technology Department, Ground Floor, Jeevan Seva Annex, S. V. Road, Santacruz (W), Mumbai-400054. Phone: 022-67090324 / 325 / 349 e-mail : co_edmsrfp@licindia.com
11	RFP Reference Number	LIC/CO/IT-DT/EDMS- AadhaarMasking /2025-26/RFP Date: 14/08/2025

4. Scope of Work

The selected bidder will be responsible for delivering a **fully managed Aadhaar Masking Solution** for LIC's digitized documents stored in the Enterprise Document Management System (EDMS). The detailed scope includes:

Simplified Process Flow

1. Fetch unprocessed documents from EDMS.
2. Loop over each document:
 - Download document.
 - Run OCR to extract text and bounding boxes.
 - Identify Aadhaar number(s); validate using checksum and validations and persist in the ADV for Aadhaar and Reference number and update EDMS DB with last 4 digits of masked Aadhaar card.
 - If valid Aadhaar :
 - Apply masking overlay on the image/PDF/TIFF.
 - Rebuild document ensuring size thresholds.
 - Upload masked document back to DMS (replace original).
 - Record success in audit store.
 - If invalid or ambiguous:
 - Flag for manual review or fallback process.
 - Log reason.
3. Emit MIS/summary per batch (e.g., total processed, masked, failed, pending).

Functional Scope

Bulk Retrieval

- Download Aadhaar-related documents from EDMS using APIs.
- Support pagination, rate limiting, incremental sync (e.g., "new / unprocessed" flag).
- Validate integrity via checksum/hash.

Aadhaar Number Detection & Extraction

- Run OCR (capable of handling poor scan quality, skew, low contrast) on each document/page.
- Use regex plus contextual filtering to locate Aadhaar numbers (12 digits, optional separators).
- Apply validation (Verhoeff checksum for Aadhaar) to reduce false positives.
- Record bounding boxes of located Aadhaar number(s) for masking.

OCR & Extraction Engine

- GPU-accelerated OCR pipeline tailored for Indian documents.
- Aadhaar number candidate detection + Verhoeff checksum validation.

Masking Logic

- For each detected Aadhaar number:
 - Create overlay that replaces first 8 digits with obfuscation (e.g., XXXX XXXX) while preserving position/format of last 4.
 - Perform pixel-level masking: either render text overlay or blackout region and redraw last four digits if necessary to prevent OCR reversibility.
- Handle multi-lingual/variant formats
- Applies masking overlay to image/PDF/TIFF/JPEG.
- Handles coordinate transformations if image is skewed.

- Ensures visual consistency and irreversibility.

Aadhaar Vault Integration

- Interface with LIC's Aadhaar Vault to:
 - Retrieve/assign Reference IDs
 - Replace Aadhaar numbers in metadata with Reference IDs
- Ensure secure handling and encryption of Aadhaar data during all stages.

Database Updation and Document Replacement in DMS

- Ensure accurate updation of the relevant database fields with extracted and masked Aadhaar information.
- Upload the masked images back to the EDMS.
- Delink the original unmasked images to prevent unauthorized access.
- Maintain consistency and linkage with existing document indexes and metadata.

Document Preservation

- Maintain original resolution and readability.
- Reassembles / Reconstruct multipage TIFF/PDF with masked pages.
- Apply size optimization.
- Ensure any compression or re-encoding does not increase size beyond a configurable threshold (e.g., ≤5% increase). If size spikes, apply lossless recompression.

Replacement

- Upload/replace the original document in DMS via API.
- Ensure atomicity or versioning such that rollback is possible if the replacement fails mid-way.

Idempotency & Deduplication

- Ensures idempotency. Track processed documents to avoid reprocessing (e.g., via hash + audit flag).
- Support safe retries without double-masking.

Processor Orchestrator

- Batch scheduler, concurrency controller, deduplication tracker.

Audit & Logging

- Stores processing state, errors, statuses, and minimal metadata
- Log for each document:
 - Retrieval timestamp & checksum
 - Aadhaar number(s) detected (masked value only; do not persist full number unless absolutely needed for audit in encrypted form with access controls)
 - Validation status
 - Masking applied (pages, offsets)
 - Replacement result (success/failure)
 - Any anomalies or confidence scores
- Maintain immutable audit trail for compliance.

Monitoring & Alerts

- Throughput dashboards, failure rates, size anomalies, OCR confidence distributions.

Error Handling & Recovery

- **Download failure:** Retry with exponential backoff; after threshold, mark for manual.
- **OCR low confidence / no Aadhaar found:** Route to review queue; optionally use secondary model.
- **Masking failure:** Abort replacement, retain original, log and alert.
- **Upload failure:** Retry; if persistent, keep interim artefact and flag.
- **Post-replacement verification:** Re-fetch and verify mask presence; checksum compare.
- Classifies errors (transient vs permanent) and schedules reprocessing.

Security Considerations

- Masking must be performed so the original number cannot be reconstructed (no layers preserving original in file metadata).
- All temporary files to be stored on encrypted volumes and wiped securely after use.
- Secure credential management for DMS API.
- Role-based access for logs; PII access audited.
- Data in transit (API calls) over TLS.

Operational / Scaling Concerns

- Parallelism: Document-level parallel workers with adjustable concurrency per region.
- Throttling: Respect DMS API limits; rate-limiters per regional endpoint.
- Backpressure: Circuit breakers if downstream (DMS) is degraded.

Quality Checks

- Sample audit: Random sampling of masked docs to ensure:
 - Aadhaar masked correctly.
 - No extra artefacts.
 - Last four digits legible.
- Size regression tests.
- OCR false negative/positive rate tracking.

Bidder need to provide capability and reports for the Quality SLA and Billing MIS.

Non-functional Requirements

- **Accuracy:** Aadhaar number detection & masking correctness $\geq 99\%$ (measured via periodic sampling).
- **Performance/Throughput:** Scalable to process bulk volume minimum of 8.5% of the total workload on monthly basis and full backlog within 12 months.
- **Reliability:** Retry with back off on transient failures (download/upload).
- **Security:**
 - Processing in encrypted at-rest and in-transit contexts.
 - No logging of unmasked Aadhaar beyond transient memory; if stored for diagnostics, it must be encrypted with strict access controls and auto-purged.
- **Size Control:** Masked documents should not grow significantly; configurable alert if threshold breached.

Complete processing of **100% of available document backlog within 12 months.**

End-to-End Process Responsibility

The Service Provider shall undertake the following steps for **each document**:

I. Document Retrieval

- Batch/download Aadhaar-related documents from DMS using APIs. Support pagination, rate limiting, incremental sync (e.g., "new / unprocessed" flag).
- **Validate integrity via checksum/hash.**
- Use approved OmniDocs API /SDK(Jar) to download documents from the DMS. Maintain download logs with document ID, timestamp, and checksum.

II. Document Classification

- Apply AI/ML-based classification to detect Aadhaar.
- Maintain classification accuracy of $\geq 99\%$ (measured on random audit samples).

III. Data Extraction

- Use OCR + AI/ML with GPU acceleration for extraction.
- Aadhaar number: detect across masked/unmasked formats.

IV. Validation

- Aadhaar validation using checksum (Verhoeff algorithm) per UIDAI spec.

V. Data Storage

- Aadhaar: Store in Aadhaar Data Vault via API.
- Persist only last 4 digits + Aadhaar Vault Reference Key in policy database.

VI. Masking

- Mask Aadhaar in the image/PDF/TIFF document by replacing first 8 digits with "XXXX XXXX".
- Ensure no significant size increase (>5%) for multipage TIFF files.
- For each detected Aadhaar number:
 - Create overlay that replaces first 8 digits with obfuscation (e.g., XXXX XXXX) while preserving position/format of last 4.
 - Perform pixel-level masking: either render text overlay or blackout region and redraw last four digits if necessary to prevent OCR reversibility.

VII. Re-upload

- Replace unmasked Aadhaar document in OmniDocs with masked version via API.
- Maintain linkage to original document ID.

VIII. MIS Reporting

- Generate state-wise and summary MIS covering:
 - Documents processed
 - Classification counts
 - Extraction counts
 - Validation results
 - Masking completion status
 - Error/failure cases

Infrastructure Responsibility

- Service Provider to provision all required compute infrastructure at each of the 4 co-locations where EDMS Systems are located, including:
 - GPU-enabled processing nodes
 - Storage buffers for temporary files
- Additional burst compute to ensure 12-month completion target.
- Bidder need to handle movement, insurance, installation, configuration, monitoring, and maintenance of infrastructure.
- Infrastructure details required to deploy and run the solution:
- Servers, storage, network hardware
- Software licenses (AI/ML tools, OCR engines, security tools, etc.)
- System deployment and configuration services
- Detail whether the infrastructure will be owned, leased, or provided as part of a managed service model.
- Bidder to provide the infrastructure detail in the Annexure for Infrastructure.

Security & Compliance

- All processing to be done within each regional data centre — no data to leave premises.
- Aadhaar handling to comply with:
 - UIDAI Aadhaar Data Security Regulations
 - IRDAI Guidelines on Aadhaar Usage
 - RBI Cybersecurity Framework for BFSI
- Masking to be irreversible and validated before upload.
- Access logs, audit trails, and chain of custody to be maintained for all data operations.
- Service Provider staff to undergo background verification and sign NDA.

Bidder Responsibilities

- Provide end-to-end manpower — including project managers, ML engineers, OCR experts, masking specialists, and data validators and QA.
- Deploy & maintain GPU compute at all 4 sites. Additional burst compute to ensure 12-month completion target.
- Train AI models for Indian identity document recognition.
- Ensure redundancy & backup for compute nodes.
- Maintain operational logs & submit periodic progress reports.
- Provide APIs / integrations as needed with Aadhaar Data Vault & policy DB.

LIC Responsibilities

- Provide secure access to OmniDocs API at all locations.
- Provide Aadhaar Data Vault API & policy database integration specs.
- Approve MIS format and audit methodology.
- Facilitate site access for Service Provider staff.

Deliverables

- Processing of 100% backlog within 12 months.
- Fully masked Aadhaar documents in DMS.
- Validated Aadhaar in respective databases.
- Co-Location wise MIS reports.
- Audit logs & compliance documentation. (summary + detailed).
- Bulk Aadhaar masking engine (deployed/package).
- Integration adapter with DMS APIs for fetch & replace.
- Audit store and MIS reporting Operational runbooks (failure recovery, manual override).

- Logs and monitoring dashboards.
- Test harness (sample documents with expected masking).
- Security compliance documentation for masking process.
- Detailed MIS and Reports on the Activity and SLA.

Utility Application for the users to Mask need based Ongoing and Residual Aadhaar Images.

- Provide a Utility application for user to do need based masking of Aadhaar from the documents received during the current year. And, process any left-out, missed, or newly identified Aadhaar cases that were not covered in the initial processing.
- Ensure seamless reprocessing, logging, and integration with existing systems for these additional cases.
- Enable web services/API-based masking capability to handle Aadhaar images/documents received dynamically through various channels such as portals, TPAs, and other integrated systems.
- Ensure that the solution remains scalable and responsive to accommodate incoming documents in real-time or scheduled batches.
- Application with secure access, authentication and authorisation
- Application will be continued to be used by LIC's users even after the expiry of the bidder's engagement.
- The application source code and IP rights to be given to LIC without any restriction for continued usage.

Change Request Management

I. Initiation of Change Requests

- **Right to Initiate:** LIC reserves the unrestricted right to propose changes to project scope, deliverables, timelines, performance standards, or operational processes at any stage of the engagement.
- **Mode of Initiation:** All change requests (CRs) will be initiated in **written form** by LIC and communicated through the designated Change Request Form (CRF) or via an official communication channel.
- **Vendor-Initiated Changes:** The vendor may also propose changes; however, such changes shall only be considered if they are beneficial to LIC and will be subject to LIC's sole discretion for acceptance.

II. Vendor's Obligation to Assess

- Upon receipt of a CR from LIC, the vendor shall **acknowledge receipt within 1 working day**.
- Within **5 working days**, the vendor shall submit:
 - a) **Impact Assessment Report** including:
 - Cost impact (incremental or reduction).
 - Schedule impact (number of days/weeks affected).
 - Technical impact (systems, integrations, performance).
 - Resource implications (additional or reallocated personnel).
 - Risk assessment and mitigation measures.
 - b) **Revised Project Plan** (if applicable), including updated milestones, dependencies, and delivery dates.

III. Approval and Implementation

- No CR shall be implemented without **prior written approval** from LIC's authorised representative.
- Upon approval:
 - The vendor shall incorporate the CR into the project plan and commence work within the agreed timeline.

- All updates to the plan must ensure **no adverse effect** on other agreed deliverables unless explicitly approved by LIC.

IV. Cost Impact and Payment Adjustments

- **Reduction in Scope:**
 - If the CR results in reduced effort or deliverables, LIC shall be entitled to a **proportional reduction in the contract value**.
- **Increase in Scope:**
 - Cost will be determined based on **pre-agreed unit rates**.
- **No Additional Payment for:**
 - a) Changes necessitated by vendor's errors, omissions, or non-compliance with agreed specifications.
 - b) Changes required to meet **statutory, regulatory, audit, or security compliance**.

V. Timeline Impact

- For CRs requested by LIC:
 - Timeline extension will be granted **only if** the change materially affects the schedule, and such extension must be agreed **in writing**.
- For CRs due to vendor lapses:
 - **No timeline extension** will be granted.
 - Penalties as per the SLA will apply.

VI. Emergency Change Requests

- LIC reserves the right to issue urgent CRs to address **security threats, compliance gaps, system failures, or critical operational needs**.
- The vendor shall **commence implementation immediately**, without awaiting cost or scope negotiations.
- Post-implementation, cost and effort implications (if any) will be reviewed and settled **at LIC's discretion**.

VII. Change Control Register

- The vendor shall maintain a **comprehensive Change Control Register (CCR)** containing:
 - CR reference number.
 - Date of initiation.
 - Summary of the change.
 - Impact analysis results.
 - Approval status and date.
 - Implementation start and completion dates.
 - Closure remarks and verification by LIC.
- The CCR shall be **reviewed in LIC's monthly project governance meetings**.

5. Service Level Agreements (SLA)

SLA Parameter	Target	Measurement Window	Penalty
Classification Accuracy	≥ 99%	Monthly audit Random sample	3% payment deduction for each 0.5% drop
Extraction Accuracy	≥ 98% for Aadhaar	Monthly audit	3% deduction for each 0.5% drop
Validation Accuracy	100%	Ongoing	Re-processing at bidder cost
Masking Accuracy	100%	Ongoing	Re-processing at bidder cost
Document Size Control	≤ 5% increase	Random sample	Violation not allowed. Re-processing at bidder cost
Quarterly Throughput	≥ 25% of total backlog on monthly basis	Quarterly	5% deduction of Quarterly Payment if <95% of target
Completion Timeline	12 months max	Final acceptance	In the event that the Service Provider fails to complete the masking activity within the Completion Period of 12 months, any Aadhaar images successfully masked after the Completion Period shall be payable at only fifty percent (50%) of the original unit cost agreed under this Agreement.

6. Commercial Model

• Pricing Terms/Payment Terms

- **Per successful download, classification, extraction, masking, re-upload of Aadhaar masked image in the EDMS, Aadhaar Vault storage and the result ADV reference persisted along with the last four digit of Aadhaar in policy DB and Aadhaar DB. This entire activity is termed as 'Aadhaar Masking'.**
- Same Aadhaar No at Multiple Places on a Single document will be counted once.
- If multiple Aadhaar numbers belonging to different individuals are present on a single page, all such instances must be masked, and the database must be updated with each Aadhaar number accordingly. In such cases, billing will be on a per-Aadhaar basis — for example, if two different Aadhaar numbers are detected and masked on a single page, billing will be done for two Aadhaar records at the quoted unit rate. All such multi-Aadhaar cases must be reported separately for verification and billing purposes.
- Pages scanned or processed without Aadhaar traces will not be eligible for payment.
- No minimum, fixed, or committed volume of such Aadhaar-containing pages is assured by LIC. Payments will be made strictly based on actual end-to-end processed and validated outputs.
- Pages where masking is incorrectly applied, incomplete, or fails to meet the required accuracy or compliance standards shall not be considered for billing, and may require reprocessing at no additional cost.
- Payments will be milestone-based and tied to the actual production output, subject to verification by LIC.

- Payments shall be made on a quarterly basis (in arrears), aligned with production output and verified deliverables.
 - In the event that the bidder fails to complete the work within the original contract period, the settlement cost for the outstanding volume shall be limited to 50% of the original unit rate, subject to LIC's approval and performance review.
 - The quoted per **Aadhaar Masking Activity** has to be all inclusive and to include the cost of Infrastructure, personnel, software etc. No separate payment on any count will be made.
 - No payment shall be made for any Aadhaar image that is rejected during verification or fails to meet the defined quality and compliance standards.
- **Definition of "Successful":**
 - Passes validation rules.
 - Aadhaar masked correctly.
 - Re-Uploaded in DMS with no errors.
 - Masked Size within permissible limits.
 - Aadhaar Number Stored in the ADV and ADV Reference number obtained.
 - Masked Aadhaar Number and ADV Reference Number stored in Database.
 - Appears correctly in MIS and Reports.
 - **Commercial Structure:**
 - Rate per masked valid Aadhaar Masking (₹X.xx)
 - No payment for failed or incomplete cases.
 - **Invoicing:**
 - Quarterly based on jointly certified MIS Report.
 - QA Completion report on Random Sample basis for count as decided by LIC.
 - **Infrastructure Cost:**
 - Included in Rate per Valid Aadhaar Masking — no separate payment for hardware and software.
 - **People Cost:**
 - Details as per [Annexure - A4](#).
 - Included in Rate per Valid Aadhaar Masking — no T&M billing.

7. Commercial Evaluation and Online Reverse Auction

a) Indicative Commercial Bid Evaluation

- The indicative Commercial Bid of shortlisted bidders shall be opened in the presence of Bidders/its representatives who choose to attend. The representatives of the Bidder should carry their Company photo identity card and a letter of authority from the Bidder for attending the opening of the Bids
- The bidder offering the lowest cost, subject to successful qualification and participation in the Online Reverse Auction (if applicable), will be declared the L1 bidder.
- Arithmetical errors, if any, in the commercial bids will be rectified as per the following:
 - a. If there is a discrepancy between the unit price and the total price, the unit price shall prevail, and the total shall be corrected accordingly.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.

- LIC reserves the right to negotiate the final prices with the L1 bidder if it deems the quoted rates to be unreasonable or not aligned with market standards or there is not sufficient bidding during the ORA.
- Participation in the Online Reverse Auction (if conducted) is mandatory for the shortlisted bidders. Failure to participate may result in disqualification from further evaluation.
- The final decision of LIC regarding the commercial evaluation and selection of the L1 bidder shall be binding on all bidders and will not be subject to challenge.

b) Online Reverse Auction

After the opening of Indicative Commercial bids, technically qualified bidders who have not been eliminated will be required to participate in an Online Reverse Auction as follows:

1. LIC shall provide a web based e-tender system for reverse auction.
2. Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that Bidder.
3. During reverse auction, the participating Bidders shall input only the total cost that they have to offer. This amount shall be arrived at by the bidder themselves as mentioned in [Annexure – A1](#).
4. Only fixed price Commercial Bids indicating total price for all the deliverables and services specified in this Bid document will be considered.
5. The commercial figure quoted will be an all-inclusive figure - indicating cost of deliverables, inclusive of out of pocket expenses, travelling, boarding, permits, lodging and including all applicable taxes such as duty related components and exclusive of GST. The figure should be as quoted in [Annexure – A1](#)
6. Any conditional Bid would be rejected.
7. The Bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000 as amended from time to time.
8. In case, only one Bidder is technically qualified, no reverse auction will take place.
9. LIC reserves the right to negotiate price:
 - with the lone Bidder or
 - With the L1 Bidder in exceptional circumstances, like quote of unrealistic or unjustified prices in Reverse Auction.
10. The prices once finalized through online reverse auction or negotiation will be termed as the “approved prices”.
11. LIC will determine the Start Price and other parameters for the Reverse Auction:
 - on its own and / or
 - Evaluating the price band information available in the commercial bids of the technically qualified bidders on the basis of the lowest quote received in the commercial bids.
12. Based on the Total Cost of Ownership (TCO) declared by the Bidders during the Reverse Auction, the Bidders will be categorized as L1, L2 etc. (In the ascending order, i.e. L1 being the Bidder with the lowest TCO, followed by L2 with the next lowest score but higher than L1 and so on.)
13. The bidder with the L1 Quote, post the Online Reverse Auction and Commercial evaluation will be declared L1 Bidder. However, if the prices discovered as a part of the Online Reverse Auction are felt to be unrealistic for the products offered or beyond LICs budget estimates, to give a fair chance to the bidder, LIC shall call the bidder along with the OEM for a price negotiation. Post this only, the commercial bid process will be termed as complete.
14. The bidders are expected to broadly maintain the proportion of prices for various line items of Bill of Material, even when the total price has reduced in the auction. Any significant reduction in the cost of Expert Services /Professional Support/Training / OEM Services/Manpower deployment is not desired during reverse auction. LIC may require the bidder to justify and maintain reasonableness of cost of such items. LIC’s decision in this matter shall be final and binding.

15. The Bid price shall be in Indian Rupees.
16. Arithmetical and / or computational errors will be rectified on the following basis: - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If there is a discrepancy between words and figures, the amount in words will prevail.
17. The bidder would need to provide total bid amount in [Annexure - A1](#). The detailed cost summary will flow into the Summary sheet.
18. In the event the Bidder has not quoted or has omitted any product, service, deliverables, etc. then it will be deemed that the Bidder shall provide the same product, service, deliverables etc. at no additional cost to LIC.
19. The Bidder shall not add any deviations other than the format provided in the RFP ([Annexure – A2](#)) in the commercial bid. Any such deviations may make the Bid liable for disqualification.
20. After the close of online reverse auction, the L1 bidder shall provide a commercial along with the working sheet to LIC within 7 days (excluding Saturdays, Sundays and Holidays under NI Act. As applicable in Maharashtra), failing which LIC reserves the right to reject the bid and forfeit EMD.
21. The Bidder with the lowest quote at the end of the evaluation of the final quotes submitted by the bidders in the Online Reverse Auction will become the successful Bidder.
22. The selected L1 bidder will be informed about the selection, the result will be notified on the LIC website and the bidders are advised to visit the LIC website for any information in reference to this RFP. Within 21 days of notification of award from LIC, the Bidder will furnish Performance Bank Guarantee, valid for the entire contract period. After the submission of Performance Bank Guarantee by the successful Bidder, the Bidder will be required to enter into a contract with LIC. In case the selected bidder fails to submit performance guarantee within the time and manner stipulated, LIC at its discretion may cancel the notification of award placed on the selected bidder without giving any notice whatsoever.
23. **Performance Bank Guarantee:**
 - Shall be furnished to LIC for an amount equal to 3% of Total Project cost.
 - Shall be valid for 15 months i.e., 3 months over and above the total contract period.
24. The bank guarantee of the unsuccessful Bidder(s) shall be returned to their bankers. LIC will send a letter to such Bidders informing them of the returning of bank guarantee.
25. Any force majeure or other condition leading to postponement of auction shall entitle LIC to postponement of auction even after communication, but, LIC shall be obliged to communicate to all participating Bidders the 'postponement' prior to commencement of such 'Reverse Auction'.
26. LIC reserves the right to modify/issue afresh business rules for online reverse auction. However, the changes, if any, in the business rules for reverse auction shall be intimated to all those Bidders who fulfill the minimum eligibility and are technically qualified and eligible to participate in Online Reverse Auction Process.
27. In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid and EMD.
28. The EMD of the unsuccessful bidders shall be refunded without interest, after the completion of the bid evaluation process and upon finalization of the L1 bidder.
29. LIC will arrange training by the Online Reverse Auction Vendor for the participating Bidders, which will be intimated to all the participating Bidders. The Bidders will not be allowed to contact Online Reverse Auction Service Provider except for this training purpose.
30. The details of the cost should be mentioned as per [Annexure – A1](#)

8. Timelines

The selected bidder will be responsible for end-to-end delivery of the Aadhaar Masking project within the stipulated timeframe, ensuring all functional and technical requirements are met. LIC expects to complete the EDMS-AadhaarMasking activity, within 12 Calendar months from the date of signing of the Contract.

Suggestive Project Activity, Details and Tentative timelines are given below for referential purpose.

SNO	Phase	Activities	Timeline
1	Project Kick-off	Project team formation, project plan finalization, and initial meetings	Within 1 week from SoC
2	Environment Setup	Infrastructure provisioning (hardware/software), access setup, and readiness	Within 2 weeks from SoC
4	UAT (User Acceptance Testing)	UAT covering agreed test cases and business scenarios	Within 3 weeks from SoC
5	Pilot Run	Start production with limited batch; monitor output quality and stability	Within 4 weeks from SoC
6	Go-Live & Full-Scale Processing at all Co Locations.	Begin masking of complete policy base (24+ crore pages)	Within 5 weeks from SoC
7	Progress Reviews	Weekly/bi-weekly performance and compliance reports	Ongoing post Go-Live
8	Final Delivery & Sign-Off	Completion of full masking and documentation handover	Within 12 months From Full-Scale Processing

- 24 Crore Policy Dockets are to be considered for Aadhaar Masking in 12 Months with Estimated 8 Crores Aadhaar. These are indicative figures.
- If the volume exceeds 24 crore policy dockets, the project duration will be extended on a pro-rata basis, based on the processing rate of 2 crore records per month.
- **Helpdesk Support**
 - Hours of Operation:** 24 x 7 (including weekends & holidays)
 - Support Channels:** Email, Phone, Online Ticketing
 - Escalation Matrix:** To be provided by the vendor within 1 week of contract signing

9. Terms and Conditions

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

9.1 PROJECT DURATION

The project duration will be initial setup phase of 5 weeks and period of 1 Year (12 months) from the date of Go-live and full scale processing.

The charges must be valid for the full engagement period from the date of initial purchase order and no enhancement will be permitted. However for the period beyond 12 months charges will be subject to deduction of applicable penalty.

9.2 OPTION TO EXTEND PROJECT DURATION

In the event the project is not completed within this 1-year period, any further continuation will be solely at LIC's discretion.

9.3 SERVICES LOCATION

Mumbai and colocation cities or other such places where LIC has an office and is required for the assignment.

9.4 GENERAL OBLIGATIONS OF THE PARTIES

The Selected vendor will, at all times:

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

9.4.1 Warranties

The Vendor will have to represent and warrant that:

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

9.4.2 Access to LIC's Premises

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

9.4.3 Conduct at LIC's Premises

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

9.5 SUBCONTRACTING

NO Subcontracting is permitted for the scope of work to be provided to LIC pursuant to this RFP.

9.6 ASSIGNMENTS

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

9.7 RFP AMENDMENTS

No variation in or modification of the terms of the RFP shall be made except by written amendment signed by both LIC and the vendor. Any changes in law, taxes and policies shall be governed through the provision of clause 9.14.

9.7.1 Change in constitution

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

9.8 MONITORING PROGRESS

9.8.1 Progress Meetings

Regular review meeting will be held between vendor and LIC to discuss any issues in relation to the provision of the Services. The frequency of such progress meeting will be weekly during the implementation phase unless any other frequency is agreed to by LIC in writing.

9.8.2 Reporting

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

9.9 PERFORMANCE ASSESSMENT

9.9.1 Assessment of Services

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

9.9.2 Notice of non-compliant Services

- a. If LIC considers that all or part of the Services does not meet the specifications, LIC will notify the Vendor within seven Business Days of assessing the Services against the specifications.
- b. LIC will include reasons for the Services not meeting the specifications in the notice given under clause a.

9.9.3 Rectification of non-compliant Services

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

- a. Take all necessary steps to ensure that the Services are promptly corrected within the period as requested by the bidder or period as mutually agreed upon by both the parties.
- b. Give notice to LIC when the Services have been corrected; and

- c. Allow LIC to repeat the assessment of all or part of the Services against the specifications, within five Business Days after the date of the notice or such other time as agreed mutually in writing.

9.10 PERSONNEL

9.10.1 Use of Specified Personnel

- a. The Vendor will provide the Services or any part of the Services to which their particular experience relates, with the active involvement of, and using the skill of the Specified Personnel
- b. Ensure that each of the Specified Personnel is aware of and complies with the Vendor's obligations in providing the Services.

9.10.2 If the Specified Personnel are not available

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

The Vendor will:

- a. If requested by LIC, provide a replacement person of suitable ability and qualifications, having appropriate technical qualifications and experience equivalent or more than the replaced person, at no additional charge and at the earliest opportunity; and
- b. Obtain LIC's written consent prior to appointing any such replacement person.

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

9.11 INTELLECTUAL PROPERTY RIGHTS (IPR)

9.11.1 Third Party Material

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

9.11.2 Rights in Vendor's Pre-existing IPR

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

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

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

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

compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with LIC at the conclusion of performance of the services.

9.11.3 IPR Warranty

The Vendor will warrant that:

- a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- b. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 9.11.

9.11.4 Remedy for breach of warranty

If someone claims, or LIC reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Vendor will, in addition to the indemnity under clause 9.15 and to any other rights that LIC may have against it, promptly, at the Vendor's expense:

- a. Use its best efforts to secure the rights for LIC to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- b. Replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.
- c. The Vendor will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Vendor's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC.
- d. LIC shall not be held liable for and would be absolved of any responsibility or claim/litigations arising out of the use of any third party software or its components or modules supplied by the bidder in terms of requirements of this RFP.

9.11.5 Patent Rights and other litigation costs

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the systems or any parts thereof with relation to the contract deliverables, in LIC's country, the Vendor will act expeditiously to extinguish such claim. If the Vendor fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Vendor will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Vendor of such claim, if it is made, without delay as when received. In no event shall LIC be liable for any indirect, incidental or consequential damage or liability, under or in connection with or arising out of this RFP, or out of any subsequent agreement related to any hardware, software and services delivered. For this purpose it would be immaterial how such liability may arise provided that the claims against customers, users and service providers of LIC are considered as a direct claim.

9.12 MORAL RIGHTS

9.12.1 Obtaining consents

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

- i. give, where the Vendor is an individual; and
- ii. Use its best endeavours to ensure that each of the Personnel used by the Vendor in the production or creation of the Contract Material gives, genuine consent in writing, in a form

acceptable to LIC, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights

9.12.2 Specified Acts

In this clause, Specified Acts means:

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

9.13 PAYMENT TERMS

9.13.1 Change in Tax structure at the time of actual invoicing:

While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of the quotation/rates shall be borne by LIC, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to LIC in its favour. This will remain applicable throughout the project tenure.

9.13.2 Payment Terms & Conditions

- a. Bidder will not be entitled to charge any additional cost on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc. during the initial implementation or on further troubleshooting support services.
- b. No advance payment or interest will be made by LIC. Payment for the actual successful transactions will be made **quarterly in arrears**.
- c. Payments will be made subject to completing all activities as per the agreed project plan and phase completion sign off for the same from LIC.
- d. LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines.
- e. LIC shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties and applicable taxes at source from the agreed price to the selected Vendor.
- f. The payment will be released by the LIC, Central Office. Payment related objections, if raised after 3 months from the date of release of payment, would not be entertained. Such objection must be raised in writing.
- g. The vendor is also duty bound to report to LIC about any short recovery of taxes, cess, etc. at source. Such reporting to LIC should also happen at the earliest. In case, vendor fails to inform LIC about such short recoveries of tax, cess, etc. at source, LIC will have the right to recover all short recoveries of tax, related cess and surcharges, interest and penalties as per the demand note of Income Tax dept. or any other govt. body or regulator.
- h. LIC will not consider any other payment terms even if it is mentioned in the bidder's proposal.
- i. The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Vendor OR from performance Bank Guarantee.

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

- i. Invoice printed on Vendor 's own letterhead (with reference of Purchase order, description of goods/ services delivered, quantity, unit price, total amount).
- ii. Proof of payment of Goods & Services Tax (wherever applicable).
- iii. Sign-off from LIC for delivery of services.

- iv. No other payment of any kind will be made other than the Contract Value.
- v. Expenses: It may be noted that LIC will not pay any amount/ expenses/ charges/ fees/ travelling expense/ boarding expenses/ lodging expenses/ conveyance expenses/ out of pocket expenses/cloud hosting expenses other than the —Agreed Contract Value.

9.13.3 Obligation to pay

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

- a. Subject to the clause 9.13; and
- b. The deliverables & Services meeting the SLA

9.13.4 Liquidated Damages

The delivery of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the systems and/or Services, the Vendor shall promptly notify LIC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor 's notice, LIC shall evaluate the situation and may, at its discretion, extend the Vendor 's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract. If the bidder fails to deliver and install the Solution or to perform the services within the time period(s) specified in the contract, There shall be a penalty for non-adherence to the time schedule as per Service Level Agreement. The total penalty will be capped at 10 % of the total contract value. Once the maximum deduction is reached, LIC may consider termination of the Agreement.

9.13.5 Incorrect Invoices, under/over Payment

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

9.13.6 Due Date for Payment

LIC will make payment of a correctly rendered invoice on undisputed work within 30 working days after receiving the invoice.

9.13.7 Expenses

The Vendor will not be entitled to charge LIC for any other fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges, etc.) in addition to the Charges mentioned in the Payment Schedule. LIC is under no obligation to pay any amount in excess of the Charges mentioned in the Payment Schedule.

9.14 PRICES AND TAXES

9.14.1 Prices

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

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

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

9.14.2 Taxes and Duties

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

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

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

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

All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

9.14.3 Deduction of Taxes at Source

LIC will deduct taxes from the amounts due and payable to the Vendor wherever applicable. LIC will provide Vendor with the statement of any taxes deducted by LIC on payments under the contract. The Vendor agrees to reimburse and hold LIC harmless from any deficiency including penalties and interest relating to taxes including recovery of any tax retrospectively that are its responsibility under this clause. For purposes of the contract, taxes shall include taxes incurred on transactions between LIC and the Vendor.

9.15 INDEMNITY

9.15.1 Subject to Clause 9.15.2 below, Vendor will undertake to indemnify LIC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including LIC) attributable to the Vendor's negligence or wilful default in performance or non-performance under the contract. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, trade secret or Indian patents of any third party, Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:

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

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

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

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

9.15.2 The indemnities set out in Clause 9.15.1 shall be subject to the following conditions:

- i. LIC as promptly as practicable informs the Vendor in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii. LIC will, at the cost of the Vendor, give the Vendor all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;
- iii. If the Vendor does not assume full control over the Defence of a claim as provided in this Article, the Vendor may participate in such Defence at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the vendor;
- iv. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Vendor;
- v. All settlements of claims subject to indemnification under this Clause will:
 - a. Be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vi. LIC will account to the Vendor for all awards, settlements, damages and costs (if any) finally awarded in favour of LIC which are to be paid to it in connection with any such claim or proceedings;
- vii. LIC will take steps that the Vendor may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii. in the event that the Vendor is obligated to indemnify LIC pursuant to this Article, the Vendor will, upon payment of such Indemnity in full, be subrogated to all rights and defences of LIC with respect to the claims to which such indemnification relates; and
- ix. if a Party makes a claim under the indemnity set out under Clause 9.15.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

9.16 LIABILITY

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

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

9.17 NORMALISATION OF BID

Normalisation is not applicable.

9.18 CONFIDENTIALITY AND PRIVACY

9.18.1 Confidential Information not to be disclosed

Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding firms or their representatives or to any other persons not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its proposal. The Bidder including but not limited to its personnel, its partners, agents and associates is bound by the conditions of the Non-Disclosure Agreement submitted by the Bidder in response to the RFP before release of purchase order by LIC. During the execution of the project, the successful bidder will have access to confidential information of LIC such as servers, applications, network design, and architecture etc. The bidder shall use the same degree of care to maintain the confidentiality of the information as if the information is their own and shall not disclose at any point of time to any other person/third party the information so received. The bidder will:

- i. Use the information only for serving LIC's interest and restrict disclosure of information solely to their employees on a need to know basis in order to accomplish the purpose stated in this RFP,
- ii. Advise each such employee, before he or she receives access to information, of the obligation of bidder under this agreement and require such employees to honour these obligations. The Bidder will treat as confidential all data and information about LIC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of LIC.

Violation of NDA (submitted in response EOI) will lead to forfeiture of performance Bank guarantee and additionally will lead to legal action and blacklisting.

9.18.2 Exceptions to obligations

The obligations on the parties under this clause 9.18 will not be taken to have been breached to the extent that Confidential Information:

- a. is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract;
- b. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
- c. is disclosed by LIC;
- d. is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/ Assembly;
- e. is authorized or required by law, including under the contract, under a license or otherwise, to be disclosed; or]
- f. Is in the public domain otherwise than due to a breach of this clause 9.18.
- g. Lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential;
- h. Independently developed by the Recipient without use or reference to such Confidential Information.

9.18.3 Obligations on disclosure

Where a party discloses Confidential Information to another person:

- a. Pursuant to clauses a) and b) of 9.18.2 above, the disclosing party must: notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or
- b. Pursuant to clauses c) and d) of 9.18.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

9.18.4 Additional confidential information

- a. The parties may agree in writing after the date of the contract that certain additional information is to constitute Confidential Information for the purposes of the contract.
- b. Where the parties agree in writing after the date of the contract that certain additional information is to constitute Confidential Information for the purposes of the Contract, this documentation is incorporated into, and becomes part of the contract, on the date by which both parties have signed this documentation.

9.18.5 Period of confidentiality

The obligations under this clause 9.18 continue, notwithstanding the expiry or termination of the contract:

- a. Any item of information, for the contract period and one year thereafter; and
- b. In relation to any information which the parties agree in writing after the date of the contract is to constitute Confidential Information for the purposes of the contract, for the period agreed by the parties in writing in respect of that information

9.19 PROTECTION OF PERSONAL INFORMATION

9.19.1 Application of the clause

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

9.19.2 Obligations

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

9.20 CONFLICT OF INTEREST

9.20.1 Warranty that there is no conflict of interest

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

- a. A Vendor will not have a conflict of interest that may affect the Services.
- b. LIC requires that the Vendor provides professional, objective, and impartial services and at all times hold LIC's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Vendor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to LIC, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC.
- c. Without limiting the generality of the above, a Vendor shall be deemed to have a Conflict of Interest, if there is a conflict among this and other assignments of the Vendor (including its personnel and other members, if any) and any subsidiaries or entities controlled by the Vendor or having common controlling shareholders. The duties of the Vendor will depend on the circumstances of each case. While providing services to LIC for this particular assignment, the

Vendor shall not take up any assignment that by its nature will result in conflict with the present assignment;

9.20.2 Notification of a conflict of interest

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

9.20.3 Ambiguities within the Document

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

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

9.20.4 Roles and responsibilities

Role of LIC

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

Role of Vendor

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

9.20.5 Disqualifications

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

- a. Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements;
- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c. Submitted a proposal that is not accompanied by required documentation or is nonresponsive;
- d. Failed to provide clarifications related thereto, when sought;
- e. Submitted more than one Proposal;
- f. Been declared ineligible by the Government of India/State/UT Government/ PSUs for corrupt and fraudulent practices or blacklisted.
- g. Submitted a Proposal with price adjustment/variation provision.

9.21 SECURITY

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

- a. Approach to establishing and maintaining security responsibility and accountability
- b. Granting or restricting access to all the application and data, auditing security events, auditing security configurations and changes, generating security reports, and monitoring the application for vulnerabilities and intrusions.
- c. Managing user creation, assignment of new User ID (User Identification)/password/personal identification numbers (PINs), role assignments, and activity monitoring.
- d. Compliance, including the approach to maintaining compliance with law, standards, best practices and LIC's enterprise security requirements.

9.21.1 Compliance with LIC requirements / Regulatory Compliance

The Vendor will ensure that its Personnel comply with:

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

9.21.2 Security clearance

LIC may, from time to time, notify the Vendor of the level of security or access clearance applicable to the Vendor's Personnel, and the date from which, or the period during which, that clearance will be effective and the Vendor must comply with and ensure its Personnel act in accordance with that notice.

9.22 Removal of LIC Data

The Vendor will not, and will ensure that its Personnel do not:

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

9.23 FORCE MAJEURE OR UNFORESEEN EVENTS

9.23.1 Occurrence of unforeseen event

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

9.23.2 Notice of unforeseen event

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

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

9.23.3 Termination

If non-performance or diminished performance by the Affected Party due to the circumstances under the contract continues for a period of more than 30 consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice.

9.23.4 Consequences of termination

If the Contract is terminated:

- i. Each party will bear its own costs and neither party will incur further liability to the other;
- ii. Where the Vendor is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of intervention of the circumstances described in the contract.

9.24 DISPUTE RESOLUTION

SETTLEMENT OF DISPUTES, ARBITRATION:

1. Any dispute and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of work (whether during the progress of the work or after its completion and whether before or after determination, abandonment or breach of contract) shall be referred through Contract Executing Authority to a three members committee to be constituted by LIC of India. All disputes / representations are to be placed before the committee and the committee after due diligence and hearing both the parties will submit the report to LIC of India. The report will be shared with contractually agreed parties for their acceptances / nonacceptance. In case of non-acceptance by any of the party, the matter shall be referred to the arbitration tribunal which will be constituted by ED (ITSD) only after receipt of specific request from either of the aggrieved party. The arbitration tribunal prescribed herein above with shall comprise of a three members Arbitral Tribunal, one of each will be appointed by either party and both the appointed Arbitrator by either party will appoint the 3rd Arbitrator who will act as a Presiding Arbitrator. The processing of arbitration will be as per Arbitration and Conciliation Act 1996 or any statutory modifications or Amendment to it from time to time.
2. Any disputes or differences that the employer may have with the contractor shall also be referred to Arbitration.
3. All disputes between the parties to the contract (other than those for which the decision of the Chief-ITSD or any other person is by the contract expressed to be final & binding i.e. issues pertaining to EXCEPTED MATTERS) shall after written notice by either party to the contract to the other of them be referred.
4. If the arbitrator so appointed resigns his appointment or vacates his office or is unable or unwilling to act due to any reason whatsoever, the appointing authority shall appoint a new arbitrator in his place.
5. The Arbitral Tribunal shall determine all matters in disputes other than EXCEPTED MATTERS as below:
 - a. Scope of Work
 - b. Technical and Functional Specifications
 - c. Discrepancies (varying or conflicting provisions among documents, agreement).
 - d. Suspension or discontinuation of work
 - e. Acceptance of deliverables

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

6. The references to arbitration by contractor on the matter of withholding by the Employer the certificate for interim payment can take place during the currency of the contract. However, on other kinds of disputes, unless both the parties agree in writing, reference of such disputes to arbitration shall not take place until after the completion or alleged completion of the work or termination or determination of contract.
7. It is a term of the contract that the person invoking Arbitration shall state the facts supporting his claim, the points at issue and the relief or remedy sought.
8. It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claims within 120 days of receiving the intimation from the Corporation that the final bill is ready for payment, the claims if any received after 90 days period shall be absolutely barred from reference to the Arbitrator.
9. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or Amendment to it from time to time
10. In all cases Arbitration shall give separate award for each dispute or difference referred to him. The Arbitration shall decide each dispute in accordance with term of the contract and give a reasoned award. The venue of arbitration shall be in accordance with Arbitration Act. However, it may preferably be at L.I.C. of India, Central Office or Place of Work Site in Mumbai only.
11. The work under contract shall continue during the Arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
12. The Arbitration is deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims
13. Any fees payment/ reimbursements payable to the Arbitrator shall be shared equally by both the parties.
14. The bidder hereby also agrees that Arbitration under this Clause shall be a condition precedent to any right of action in Law Courts under the Contract.
15. No interest will accrue on any amount during the arbitration proceedings.
16. Any legal dispute will come under the sole jurisdiction of Mumbai High Court Only.
17. Any information or documents disclosed by a party under this clause must be kept confidential and may only be used to attempt to resolve the dispute

9.25 TERMINATION

9.25.1 Right to terminate

If Vendor fails to comply with the clause 9.9 for Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract immediately by giving the Vendor written notice of 30 days.

9.25.2 Termination and reduction for convenience

- a. LIC may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the Services.
- b. On receipt of a notice of termination or reduction the Vendor must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect LIC Material and Contract Material; and continue work on any part of the Services not affected by the notice.
- c. If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination.
- d. If the scope of the Services is reduced, LIC's liability to pay the Service Charges or to provide LIC Material abates in accordance with the reduction in the Services.
- e. LIC is not liable to pay compensation under clause ('C') supra, if the amount, in addition to any amounts paid or due, or becoming due, to the Vendor under the contract, exceeds the total Service Charges payable under the Contract. The Vendor is not entitled to compensation for loss of prospective profits.
- f. The systems that are complete and ready for delivery within 30 days after the Vendor's receipt of notice of termination shall be accepted by LIC as per the Contract. For the remaining systems, LIC

may choose to have any portion completed and delivered at the Contract terms and prices, and /or to cancel the remainder and pay to the Vendor an agreed amount for partially completed systems and for materials and parts previously procured by the Vendor.

9.25.3 Termination by LIC for default

Notwithstanding what has been stated in clause 9.4 of this Agreement LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the purchase order in whole or part if the Vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Vendor fails to perform any other obligation(s) under the RFP.

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

9.25.4 Termination for Insolvency

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

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

9.25.5 After termination

On termination of the contract the Vendor must:

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

9.25.6 Survival

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

- a) Clause 9.11 (Intellectual Property Rights);
- b) Clause 9.11.3 (IPR Warranty)
- c) Clause 9.15 (Indemnity);
- d) Clause 9.18 (Confidentiality and privacy);
- e) Clause 9.19 (Protection of personal information);
- f) Clause 9.21 (Security);
- g) Clause 9.25.9 (Knowledge transfer)

9.25.7 Severability

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

9.25.8 Termination does not affect accrued rights

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

a. Consequences of Termination of the Selected Bidder:

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

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

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

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

b. Business continuity beyond contract period

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

9.25.9 Knowledge transfer

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

a) Transferring or providing access to LIC to all information stored by whatever means held by the Vendor or under the control of the Vendor in connection with the contract; and

b) Making Specified Personnel and Vendor Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions will be at the sole discretion of LIC, provided that any matter discussed is not considered to reveal any Commercial-in- Confidence' information of the Vendor.

c) The Parties agree that duration of Knowledge transfer shall in no event exceed for more than the project duration.

9.26 NOTICES AND OTHER COMMUNICATIONS

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

9.26.1 Service of notices

A Notice must be:

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

LIC's Address for notices:

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

Notices served at any address other than above shall not be treated as served or delivered. The successful bidder shall provide the contact details of their officials for similar communication from LIC.

9.26.2 Effective on receipt

A Notice given in accordance with the contract takes effect when it is taken to be received (or at a later time specified in it) and is taken to be received:

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

9.27 MISCELLANEOUS

9.27.1 Varying the Contract

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

9.27.2 Approvals and consents

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

9.27.3 Assignment and Novation

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

9.27.4 Further action

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

9.27.5 Waiver

Waiver of any provision of or right under the contract:

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

9.27.6 Relationship

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

9.27.7 Announcements

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

9.27.8 Governing law and jurisdiction

The contract shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction specified in an item of the RFP/Contract details and hence any legal dispute will come under the jurisdiction of Mumbai High Court Only.

9.28 PERFORMANCE GUARANTEE

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

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

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

9.29 VERIFICATION

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

9.30 SUPPORT TO BE PROVIDED BY LIC

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

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

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

9.31 POWERS TO VARY OR OMIT WORK

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

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

9.32 RIGHT TO AUDIT

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

9.33 Privacy and Security Safeguards

- i. The bidders must ensure to report forthwith in writing of information security breaches to the Bidder by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information.
- ii. The bidders need to ensure to treat information passed on to them under the agreement with the bidder as classified. Such Information will not be communicated / published / advertised by the CSP to any person/organization without the express permission of the bidder.

9.34 Confidentiality

The bidders must ensure that

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

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

9.35 VALIDITY OF AGREEMENT

The Agreement/ SLA will be valid for the contract period of 1 Year. LIC reserves the right to terminate or extend the Agreement as per the terms of RFP/ Agreement and as extended as per provision of this RFP.

9.36 Compliance to Rule 144 (xi) in GFRs 2017

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

9.37 Onsite Deployment of Vendor Personnel – Security, Compliance, and Liability Clause

1. Compliance with Security & Privacy Laws

All Vendor personnel (“Vendor Resources”) deployed onsite shall strictly comply with:

- UIDAI regulations and circulars on Aadhaar data security and masking.
- The LIC’s Information Security, Data Privacy, and Access Control policies.
- Applicable provisions of the IT Act, DPDP Act, and other relevant laws/regulations.
Any breach shall be treated as a material breach of contract, entitling the LIC to terminate the engagement immediately without any payment for affected work.

2. Background Verification

The Vendor shall ensure that 100% of Vendor Resources deployed onsite have undergone background verification.

- Proof of verification must be furnished prior to deployment. Any falsification or failure in verification will result in immediate removal at the Vendor’s cost.

3. Access Control & Activity Monitoring

- Vendor Resources shall be provided role-based system access only for the duration of their deployment.
- Vendor Resources shall be issued appropriate identity badges/access cards and shall return the same upon completion of the assignment or on demand. Access shall be strictly limited to authorized areas and systems as approved by the LIC.
- No personal devices, removable storage, or unapproved software shall be allowed in secure zones.
- All activities of Vendor Resources shall be logged and monitored. The Vendor consents to such monitoring.

4. Data Protection & Breach Liability

- Vendor Resources shall not copy, store, transmit, or remove any Aadhaar-related data from LIC premises in any form (digital or physical) without explicit written authorization.
- In case of any data breach, leak, loss, or unauthorized disclosure, the Vendor shall bear full liability, including:
 - UIDAI penalties and fines.
 - Regulatory penalties (under DPDP Act, IT Act, etc.).
 - Actual damages suffered by the LIC.
 - Vendor shall indemnify the LIC against all claims, penalties, legal costs, and damages arising from such incidents.

5. Immediate Removal on Incident

The LIC reserves the right to immediately remove any Vendor Resource from the site in the event of:

- Violation of security policy.
- Involvement in an incident under investigation.
- Performance issues or conduct unbecoming.
The Vendor shall replace such personnel within two (2) working days at no extra cost.

6. Health, Safety, and Insurance:

The Vendor shall be solely responsible for the health, safety, and welfare of its personnel, including compliance with applicable labour laws, and shall maintain adequate insurance coverage (including workmen's compensation and third-party liability) at its own cost.

The Vendor shall remain fully responsible for acts/omissions of its personnel, whether intentional or negligent.

7. No Employer–Employee Relationship

Deployment of Vendor Resources shall not create an employer–employee relationship with the LIC. All statutory obligations, salaries, benefits, and legal compliances shall be the sole responsibility of the Vendor.

8. Replacement of Personnel:

The LIC reserves the right to require the immediate removal and replacement of any Vendor Resource found to be incompetent, negligent, in breach of contract, or whose continued deployment is deemed undesirable for operational, security, or safety reasons. The replacement shall be effected within five (5) working days at no additional cost to the LIC.

9. Liability for Acts/Omissions:

The Vendor shall be fully liable for any loss, damage, or injury to the LIC's personnel, property, or information assets caused by any act, omission, negligence, or misconduct of its deployed personnel, whether wilful or otherwise.

Annexure – A1: Commercial Bid Form

Commercial Proposal – Aadhaar Masking

S. No.	Item Description	Rate (₹/Page)	Estimated Cost for 8 Crore Aadhaar Pages Masking (INR)	Remarks
1	Aadhaar Image Masking (per page)			Includes complete end-to-end solution: AI/ML, OCR, Aadhaar detection & masking, delinking, database update, Aadhaar Vault integration, upload, and logging

Notes:

- The estimation of **8 crore pages** is considered for **financial projection purposes only**.
- LIC does not commit or guarantee** any fixed volume under this RFP.
- Actual payment will be made **strictly on a per-page basis**, as per unit rates quoted above. Bidders are required to **quote unit rates** only; total cost will be evaluated based on actual work order volume.
- The bidder must quote prices exclusive of taxes. Applicable taxes will be added separately. All prices should be quoted **exclusive of GST**, which will be paid as applicable
- The rates should be quoted in INR only.
- The payment will be made based on the actual number of pages masked. The Bidder must ensure that all cost elements required to deliver the complete solution are included.
- The cost of infrastructure setup, AI/ML components, and GPU usage must be included in the per-unit cost.

Dated this..... Day of 20.....

(Signature)
(In the capacity of duly authorized to sign Bid for and on behalf of)

Annexure – A2: Schedule of Assumption and Deviations from RFP

Schedule of Assumption and Deviations from RFP						
Sr.No.	Deviation	Material	Non-Material	Impacted Deliverable/s	Impacted Timelines	Impact on Commercial
1	Description	YES/NO	YES/NO	Deliverable Names	Timelines factors	Value

Annexure – A3: Commercial Bid Covering Letter

(On Company Letterhead)

[Date]

Executive Director (IT/DT),
Life Insurance Corporation of India,
Central Office,
Information Technology Department,
Ground Floor, Jeevan Seva Annex,
S. V. Road, Santacruz (W),
Mumbai-400054.

Ref.: EDMS-AadhaarMasking

Dear Sir,

Having examined the RFP for Enterprise Document Management System EDMS-AadhaarMasking Ref: Dated: 14/08/2025, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (Description of System and Services) in conformity with the said RFP such for sums _____ (Total bid amount in words and figures) as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid, and hereby undertake that we accept all the conditions of the contract and provide end-to-end solution as per the scope defined, including design, development, deployment, integration, and maintenance services as per the Technical Specifications mentioned elsewhere in the RFP **including the deviations, if any, submitted along with this Bid.** In addition to this, the particulars of our Organization such as legal status, principal place of business, details of experience and past performance, service support details, capability statement and the required EMD amount in the form of Bank draft are furnished with this Bid form.

We further undertake, if our Bid is accepted, to deliver the goods and services in accordance with the delivery schedule finalized. If our Bid is accepted, we will obtain the guarantee of a bank in the form prescribed by LIC for a sum equal to 3% of total Project cost.

We agree to abide by this Bid for the Bid validity period specified in this RFP and it shall remain binding upon us and may be accepted at any point of time before the expiry of that period.

This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this Day of 20....

(Signature) (In the capacity of duly authorized to sign Bid for and on behalf of)

Annexure - A4: Service Support Details

(a) Key Personnel Details (Project Director and Project Managers)							
Designation	Name	Qualification	Service	Certification	Experience Details	Contact No.	E-mail

(b) Support Personnel Details					
Designation	No. of Personnel	Minimum Qualification	Minimum Service	Minimum Certification	Minimum Experience Details

I, < Name> the undersigned, on behalf of <Bidder Company> hereby undertake to provide the Service Support Personnel as mentioned in (a) and (b) above. I understand that any willful misstatement described herein may lead to disqualification of the Bid.

Dated this Day of 20....

(Signature) (In the capacity of duly authorized to sign Bid for and on behalf o

Annexure - A5: Bank Guarantee Format for EMD

(To be submitted on a stamp paper of ₹500/- (Rupees five hundred only).

This Deed of Guarantee executed by the ___(Bank name) (herein after referred to as "the bank") in favour of Life Insurance Corporation of India, having its corporate office at "Yogakshema", Jeevan Bima Marg, Mumbai – 400021 (hereinafter referred to as "LIC") for an amount not exceeding ₹_____(Rupees_____ only) at the request of (Bidder's Name & Address)_____(herein after referred to as the "Bidder").

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Bidder, upto a total amount of ₹_____(Rupees__ only) and we undertake to pay you, upon your first written demand, without cavil or argument, any sum or sums as specified by you

within the limit of ₹_____
_____(Rupees_____ only).

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

This Bank Guarantee will be valid for a period up to _____(for a period of three months from the date of submission)

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

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

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

Dated at _____ this _____ day of _____ YYYY.

Sealed & Signed by the Bank

Annexure - A6: LIC Bank Account Details

BANK DETAILS	
Bank Name	Union Bank of India
Title of Bank A/C	LIFE INSURANCE COROPORATION OF INDIA
Type of Bank A/C	CURRENT
Virtual Bank Account Number	LIC9EDMS
IFSC	UBIN0996335

Annexure - Infrastructure Details for Four COLOs

Component Type	COLO 1 – Details / Quantity	COLO 2 – Details / Quantity	COLO 3 – Details / Quantity	COLO 4 – Details / Quantity	Remarks
Servers					
Storage					
OCR/AI Tools					
Security Software					
Deployment Support					
Network Hardware					
Backup & DR Systems					
Any Other Items					

Note:

- Bidders should specify **exact quantities, make, model, and technical specifications** for each component.

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