

Life Insurance Corporation of India  
Central Office, ERM/CSD Department,  
Mumbai



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

**On boarding Consultant for Implementation of Digital Personal Data Protection Act, 2023  
And Rules 2025**

**[Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026]**

**Life Insurance Corporation of India,  
Central Office, Cyber Security Department,  
2<sup>nd</sup> floor, Jeevan Seva-SSS Building, S.V. Road,  
Santa Cruz (West), Mumbai - 400 054**

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## Section-A: INTRODUCTION

### 1. Definitions:

<b>LIC</b>	means without limitation the “Life Insurance Corporation of India” (LIC), a statutory Corporation established under section 3 of the Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Corporate Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021
<b>Bidder</b>	System Integrator /Original Equipment Manufacturer/ Company in its Individual right.
<b>RFP</b>	This Request for Proposal Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026 inclusive of any clarifications/corrigenda/addenda that may be issued by LIC.
<b>Bid</b>	The Bidder’s written submissions in response to the RFP signed by Authorised Signatory of the bidder.
<b>Agreement</b>	The contract signed between the LIC and the Selected vendor and all the attached documents. The “Agreement” includes the RFP, subsequent modifications to the RFP, the response of the selected vendor to the RFP and the contract document itself.
<b>Authorised Signatory</b>	The person Authorised by the company’s Board/ Managing Director/ Director for signing the bid documents on behalf of the company
<b>Deliverables &amp; Services</b>	Means all services as per scope of work defined in the RFP.
<b>Working Day</b>	Shall be construed as a day excluding Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India
<b>Day</b>	Calendar Day
<b>Clarifications</b>	Means Addenda, corrigenda and clarifications to the RFP
<b>Total Contract Price/Project Cost/TCO</b>	Total Contract Price/Project Cost/TCO means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
<b>Contract Value</b>	The value of lowest commercial bid made by the successful vendor during online reverse auction and/or price negotiation if applicable.
<b>Consent Manager</b>	Intermediaries managing consent between Data Fiduciaries and Data Principal.
<b>Successful Bidder</b>	Means the Bidder who is found to be the L1 (lowest) bidder after the evaluation of commercial bids.
<b>Vendor</b>	Means the successful Bidder/s with whom LIC signs the contract for rendering of services required in the RFP.
<b>Specifications</b>	Means all the functional, operational, performance or other characteristics required of a Product or Service found in this RFP or any of the annexure or addendum to the RFP.
<b>“Party” and “Parties”</b>	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the ‘Parties’ and individually as a ‘Party’.
<b>Default Notice</b>	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
<b>Data Principal</b>	The individual whose personal data is being collected or processed.
<b>Data Fiduciary</b>	The entity that decides why and how personal data is used.
<b>Data Processor</b>	The entity that processes data on behalf of the Data Fiduciary
<b>Data Processing</b>	Any operation on digital personal data, including collection, recording, organization, storage, use, retrieval, and destruction.
<b>Law</b>	Shall mean any Act, notification, byelaw, rules and regulations, directive, ordinance, order or instruction having the force of law, enacted or issued by the Central Government and/ or the Government of any state or any other Government or regulatory authority.

<b>L1 Quote</b>	<p>Lowest price discovered through Commercial Bid and/or through Online Reverse Auction</p> <p>1. If Online Reverse Auction is held as per the conditions of the RFP –Lowest price discovered through Online Reverse Auction</p> <p>If Online Reverse Auction is not held as per the conditions of the RFP - Lowest price discovered through Commercial Bid</p>
<b>Personnel</b>	Means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof. Personnel deployed by the Bidder on the project to meet the requirements of the RFP within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan.
<b>Personal Data</b>	Any information about an individual who is identifiable by or in relation to that data.
<b>Personal Data Breach</b>	An unauthorised processing, accidental disclosure, acquisition, sharing, use, alteration, destruction, or loss of personal data, compromising its confidentiality, integrity, or availability.
<b>Personally Identifiable Information</b>	Any data that can be used, either alone or in combination with other information, to identify, contact, or locate an individual.
<b>Requirements</b>	Shall mean and include schedules, details, description and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP.
<b>Terms of Reference</b>	Means the section which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Bidder and expected results and deliverables of the assignment.
<b>Timelines</b>	Wherever Timelines have been defined as days, weeks, months, they will mean calendar days, calendar weeks and calendar months.
<b>Date of Acceptance</b>	“Date of Acceptance” the system/project shall be deemed to have been accepted by LIC, subsequent to its commissioning, when all the activities as defined in the scope of work related to the acceptance of system have been successfully executed and completed and a certificate from LIC is obtained by the Vendor. The date of acceptance of system will be the one stated in the Certificate issued in writing from LIC and duly signed by an Authorised official of LIC.
<b>Personal Information</b>	Higher category of personal data, such as financial details, health records, or racial origin that requires more stringent protection than ordinary personal information.
<b>Specified Personnel</b>	Personnel deployed by the Vendor on the project to meet the requirements of the RFP within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan in response to this RFP.

## 2. Abbreviations:

SN	Terms/ Abbreviations	Meaning/ Interpretation
1	AMC	Annual Maintenance Contract
2	Authorised Signatory (of the bidder)	The person(s) Authorised by the bidders' company's Board/ Director/ Managing Director for signing bid documents and contracts on behalf of the company for this tender
3	BCMS	Business Continuity Management System
4	BCP	Business Continuity Planning
5	BFSI	Banking, Financial Services and Insurance
6	Bidder	The person or the firm or company participating in this tender.
7	BO	Branch Office of LIC
8	CERT-In	Computer Emergency Response Team – India
9	CISA	Certified Information Systems Auditor
10	CISM	Certified Information Security Manager
11	CO	Central Office of LIC
12	Competent Authority	Head of department of ERM Dept. at LIC's Central Office, Mumbai or any authority that is superior to him / her in LIC's hierarchy.
13	Contract	The agreement entered into between LIC and the selected vendor in response to this tender and any or all such attachments and annexure thereto and all documents incorporated by reference therein. It also includes this bid document and its modifications/ clarifications.
14	Contract Value	The contract value will be calculated based upon L1 quote.
15	Date of Acceptance of Purchase order	The date on which the Purchase Order is first communicated to the selected bidder (through e-mail/ letter/ portal).
16	DA	Design Authority
17	DO	Divisional Office of LIC
18	DFD	Data Flow diagram
19	DR	Disaster Recovery
20	DPDPA	Digital Personal Data Protection Act, 2023
21	DPIA	Data Protection Impact Assessment
22	DP	Data Principal
23	DF	Data Fiduciary
24	DP	Data Processor
25	DPB	Data Protection Board
26	EMD	Earnest Money Deposit
27	GOI	Government of India
28	IRDAI	Insurance Regulatory and Development Authority of India
29	ISO27001	Is an International standard for International standard for Information Security Management Systems (ISMS)
30	MeitY	Ministry of Electronics and Information Technology
31	MO	Mini Office of LIC
32	MSME	Micro, Small & Medium Enterprises
33	NDA	Non-Disclosure Agreement
34	NSIC	National Small Industries Corporation
35	OSCE	Offensive Security Certified Expert
36	OSCP	Offensive Security Certified Professional
37	P & IR	Personnel and Industrial Relations Department of LIC
38	P&GS	Pension and Group Superannuation Department of LIC

SN	Terms/ Abbreviations	Meaning/ Interpretation
39	PBG	Performance Bank Guarantee
40	PIMS	Privacy information Management system
41	PII	Personally Identifiable Information
42	PO	Purchase Order
43	PSU	Public Sector Undertaking
44	ROPA	Record of processing Activities
45	SLA	Service Level Agreement
46	SO	Satellite Office of LIC
47	SOP	Standard operating Procedure
48	SFG	Significant Data fiduciary
49	SFTPs	Secure File Transfer Protocol
50	Supplier	Successful vendor who has accepted purchase order.
51	SPI	Sensitive Personal Information
52	TOC	Tender opening committee
53	U&R	Underwriting and Re-insurance Department of LIC
54	Vendor	Successful bidder
55	VM	Vulnerability Management
56	ZO	Zonal Office of LIC



### 3. Disclaimer

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

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

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

4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

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

### 4. Invitation to Bid

The Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (**XXXI of 1956**) and having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai –400021, hereby invites sealed tenders (*hereinafter referred to as “Bids”*) in two bid system, to this Request for Proposal (“RFP”) from all eligible bidders for Onboarding Consultant for Implementation of Digital Personal Data Protection Act, 2023 and Rules 2025 for a period of five (5) years.

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

### 5. Activity Schedule

Sr. No.	Event/Activity	Details
1	RFP Ref. with date	LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026
2	RFP Issuance date	14/01/2026
3	Submission of pre-bid queries and participant’s detail for pre-bid meeting	21-01-2026, latest by 03.00 PM All queries related to this RFP to be sent on <a href="mailto:dpdpbid@licindia.com">dpdpbid@licindia.com</a>
4	Pre-bid meeting – (maximum 2 representatives from each eligible bidder)	23-01-2026 at below mentioned address
5	Address of Communication/submission for pre-bid meeting/opening of bids	LIC of India, 2 <sup>nd</sup> Floor, Meeting Room, Cybersecurity Department, Jeevan Seva -SSS Building, Santacruz (W), Mumbai - 400054
6	Bid Processing Fee	Non-refundable Rs.11,800/- (Rupees Eleven Thousand Eight Hundred Only) inclusive of GST (10000+18%GST) through online mode in Account No- LIC9NETW , IFSC- UBIN0996335, A/C Holder Name-

		“Life Insurance Corporation of India”. Bid processing Fee exemption will be given for Micro and Small Enterprises as defined in MSME Procurement Policy (MSEs) order 2012, issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/NSIC certificate in the envelope as mentioned in this RFP document
7	Earnest Money deposit (EMD)	INR 20,00,000 (Rupees Twenty Lakhs Only) EMD exemption will be given for Micro and Small Enterprises as defined in MSME Procurement Policy (MSEs) order 2012, issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/NSIC certificate in the envelope as mentioned in this RFP document
8	Mode of submission of Bids	Online (www.tenderwizard.com/LIC)
9	Last date & time for submission of bids	23-02-2026, latest by 03:00 PM
10	Bid opening date & time (Eligibility)	23-02-2026, 03:15 PM
11	Commercial bid opening date/(Handling of RFP), time & venue	Will be intimated to the eligible qualified bidders later.
12	Contact Email-id	<a href="mailto:dpdpbid@licindia.com">dpdpbid@licindia.com</a>
13	LIC's Official Website (URL)	<a href="http://www.licindia.in">http://www.licindia.in</a>

The above schedule is tentative only and subject to change. Any changes will be notified through website. The formulation of the evaluation criteria, the conduct of the evaluation of the responses to the RFP and the subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC and its decision shall be final and no correspondence seeking clarifications on the decision shall be entertained. The Bidders, in their own interest are requested to check website regularly to know the updates. At any time prior to the last date for receipt of bids, LIC may, for any reason, modify the RFP Document by issuing corrigendum. The corrigendum (if any) and clarifications to the queries from all bidders will be posted on websites mentioned in RFP. Any such corrigendum shall be deemed to be incorporated into this RFP.

## 6. Current Setup:

The Corporation is currently having the following structure and Geographical Spread:

- ❖ Corporate Office (also called as Central Office) : Mumbai
- ❖ Zonal Offices: 8 (CZO-Bhopal, EZO-Kolkata, SZO-Chennai, SCZO-Hyderabad, NCZO-Kanpur, NZO-Delhi, WZO-Mumbai, ECZO-Patna)
- ❖ Zonal training centers: 9 (Bhopal, Kolkata, Guwahati, Chennai, Hyderabad, Agra, Gurgaon, Pune and Jamshedpur)
- ❖ Management Development Centre: 1 (Mumbai)
- ❖ Divisional Offices: 113 offices spread all over the country
- ❖ Pension & Group Scheme Units : 72 offices spread all over the country
- ❖ Branch Offices: 2048 offices spread all over the country.
- ❖ Satellite/other Offices: More than 1350 offices spread all over the country.
- ❖ Mini-Offices: approx.1300 offices spread all over the country.

## 7. Brief on the Scope of Work:

The scope of services as part of this RFP includes the following:

- DPDP applicability assessment, gap analysis, DPIA reports, risk classification, impact analysis, and a prioritized remediation roadmap aligned with DPDP Act provisions.
- Enterprise-wide personal data inventory, data flow diagrams, single source of truth, and cross-border data processing mapping.
- Approved DPDP and DPO governance frameworks, policies, SOPs, privacy notices, consent artefacts, DPIA templates, and identification of data/process owners with data principal rights framework.
- RFP and support for procurement of privacy automation tools, including consent management, data principal rights management, DPIA automation, data breach and grievance management, and compliance reporting.
- Record of Processing Activities (ROPA), tool implementation and integration reports, third-party privacy clause implementation, privacy-by-design enablement, and data privacy audits.
- Training completion reports, compliance dashboards, incident response framework, audit artefacts, and final DPDP compliance readiness report.
- Post-implementation training, on-going compliance monitoring (PMC), periodic audits, DPIA updates, data inventory/DFD updates, data breach management, and sustained tool operations.
- Detailed scope of work is mentioned below in the **Section-E** of this RFP

## Section-B: ELIGIBILITY CRITERIA

### 1. Minimum Eligibility Criteria (MEC):

Bidders must meet all the eligibility criteria mentioned below as on the date of bid submission. Non-compliance with any criterion shall result in rejection of the bid. Supporting documentary evidence shall be furnished along with the bid:

Sl. No.	Eligibility Parameter	Eligibility Requirement	Supporting Document to be Submitted
1	Legal Status	The bidder shall be a company / LLP / partnership firm registered under applicable laws and in operation for a minimum of ten (10) years. <b>(Refer to Appendix 1)</b>	Certificate of Incorporation / Registration
2	Legal Status	The Bidder should hold a valid GST registration and PAN Card. <b>(Refer to Appendix 1)</b>	Attested copies of documentary proof.
3	Information Security Certification	Bidder has valid Accreditations mentioned here under <ul style="list-style-type: none"> <li>• ISO:9001 2015 Certification/</li> <li>• ISO/IEC:27001:2022 Certification/</li> <li>• ISO 27701:2019 Certification</li> </ul>	Copies of relevant Certificates
4	Financial Capability	The bidder must have an average annual consolidated global turnover of not less than INR 500 Crore during the last three (3) audited financial years.  For start-ups/MSMEs, the Bidder must have an average annual turnover of minimum Rs. 20 crore per annum during the last 03(three) financial year(s) i.e., FY2022-2023, FY2023-2024 and FY2024-2025 <b>(Refer to Appendix 1)</b>	Audited Financial statements / balance sheet /CA Certificate for the respective financial years.  Bidders registered with NSIC/MSME, to provide valid NSIC/MSME Certificate along with Audited Financial statements / balance sheet /CA Certificate for the respective financial years.
5	Financial Capability	The bidder should be in operating-profit (EBITDA i.e. Earnings before Interest, Tax, Depreciation & Amortization) during the last 03(three) financial year(s) i.e., FY2022-2023, FY2023-2024 and FY2024-2025. <b>AND</b>	Audited Balance sheet, Profit/Loss statement of the firm of last three financial years.  Certified letter from a CA clearly mentioning Turnover, Net profit

		The net worth of the bidder should be positive as on RFP date <b>(Refer to Appendix 1)</b>	and Net Worth.CA Certificate in this regard should be without any riders/qualification.
6	Global Network Presence	The bidder must be part of a global professional services network operating in at least fifty (50) countries with established privacy and regulatory practices.	Declaration along with global presence details
7	Experience in Data Privacy & Regulatory Compliance	Minimum Five (5) years of global experience in data privacy advisory and compliance including GDPR / CPRA / PDPA or equivalent regulations <b>(Refer to Appendix 2)</b>	Self-certification along with at least one (1) client reference for a project that was initiated before 14.01.2021. Purchase order to be submitted.
8	Large BFSI Experience	Execution of at least two (2) enterprise-wide data privacy implementation assignments for BFSI organizations having business volume / AUM exceeding INR 1,00,000 Crore. <b>(Refer to Appendix 3)</b>	The bidder should submit details as per format under Annexure II and Annexure-V along copies of the Letter of Acceptance (LoA) / work order/ contract/ completion certificate/ client references/ confirmation email for relevant experience.
9	Manpower Strength	Dedicated global privacy practice with minimum 100+ privacy professionals, including at least 20 certified privacy subject matter experts. <b>(Refer to Appendix 4)</b>  Any one relevant certification (CISSP, CIPP, CIPM, CIPT, or ISO 27701)	Declaration for privacy professionals on company letter head duly signed by the authorized signatory of the bidder. And CVs of the 20 certified privacy subject matter experts with details of experience and qualification on company letter head duly signed by the authorized signatory of the bidder. Details to be provided: Name Designation Years of experience Detailed description of experience Qualifications Certificates (if any) Declaration on company letter head duly signed by the authorized signatory of the bidder.
10	Country of Origin Compliance	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017 as amended in 2024.  OR The bidder is from such a country and has been registered with the competent authority i.e. the Registration Committee constituted by the department for Promotion of Industry and Internal Trade , as stated under Annexure to the said Office memorandum/ Order and we submit the proof of registration herewith	Undertaking as per Annexure-XII and copy of certificate of valid registration with the competent authority (If applicable)
11	Conflict of Interest	The bidder shall not have any conflict of interest affecting execution of the assignment.	Undertaking on bidder's letterhead
12	Blacklisting	The bidder should not be blacklisted or debarred by any Government / PSU / Regulatory Authority in India or abroad. <b>(Refer to Annexure-IV)</b>	Self-declaration on bidder's letterhead

13	Presentation	The bidders have to provide technical presentation on the in-scope services and eligibility criteria. The schedule and venue of the same will be conveyed accordingly.	Will be evaluated by Committee of LIC officials
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**Note:**

- The bidders should submit their responses to the eligibility criteria in the format as provided in ‘Annexure II – Eligibility Criteria’.
- Evidence to be submitted for each eligibility criteria should be part of the same response document. Proper naming and indexing should be done to avoid any ambiguity.
- The bidder who successfully qualifies in the eligibility criteria, only their commercial bids will be subsequently opened for further evaluation

## **2. List of enclosures with Eligibility bid:**

**The Eligibility bid document should contain the following:**

- Bid processing fee of Rs.11,800/- inclusive of GST *through online mode* in Account No- LIC9NETW , IFSC-UBIN0996335, A/C Holder Name-“Life Insurance Corporation of India”.
- Letter for Authorised Signatory.
- Covering letter, application form and details asked as per Annexure-I and II.
- Copy of Certificate of registration/incorporation.
- Copy of GST registration certificate (central/state).
- Attested & authenticated copies of audited Balance sheet and Profit and Loss account for the last three financial years preceding the date of this RFP. (*Please do not attach annual report booklets*).
- Self-declarations as per Annexure-III
- Declaration about non-blacklisting as per Annexure-IV
- Documentary evidence like certificate from customers or copies of Purchase Orders etc. or certificate as per Annexure-V
- EMD: Rs.20, 00,000/- (Rupees Twenty Lakhs Only) in form of a Bank Guarantee as per Annexure-VI.
- Manufacturer Authorised Form (MAF) and declaration about back-to-back support from respective OEMs as per Annexure-X.
- Annexure XII Land Border Clause (LBC)
- Soft copy of the entire eligibility-bid document and all supporting documents on one READ-ONLY pen drive.
- Pre-contract Integrity Pact as per enclosed Annexure XIV.
- This list is not exhaustive but only indicative. The bidder should refer to the bid document for all requirements to be submitted with the eligibility bid. The annexures should be as per format only. The bid may be rejected in case of non-adherence to above instructions.
- Bid may be rejected if bids are not signed by the Authorised signatory and designated official(s), as asked in the respective clauses/annexure of the RFP or if instructions are not followed.
- BoQ / BoM (Bill of Quantity / Bill of Materials) with detailed specifications, including OEM details, make model etc.

## **Section-C: INSTRUCTIONS TO BIDDERS**

### **1. Qualification Criteria**

Only the bidders who meet all the qualifications mentioned in Section “Eligibility Criteria” of this RFP are eligible to participate in the RFP.

### **2. Terms and Conditions**

The terms and conditions for the bidders who participate in this RFP are specified in the Section named “Terms and Conditions”. Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications/modifications issued, if any, will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/modifications issued will form the part of the purchase orders/any resulting contracts, to be issued to the successful bidder/s from time to time as an outcome of this RFP Process.

### **3. Cost of Bidding**

The bidder shall bear all the costs incurred in connection with participation in the RFP process, preparation and submission of its bid, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional



information required by LIC to facilitate the evaluation process. LIC will in no case be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

#### **4. Relationship between LIC and the bidders**

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

#### **5. Bid Processing Fee**

Eligible and interested bidders, except Micro and Small Enterprises (MSEs), shall download the soft copy of the bid document containing all the Annexures from [www.licindia.in](http://www.licindia.in) or <http://www.tenderwizard.com/LIC> and submit the Bid Processing Fee (non-refundable) of Rs.11,800/- (Rupees Eleven Thousand Eight Hundred Only) inclusive of GST @18% *through online mode* in Account No- LIC9NETW , IFSC- UBIN0996335, A/C Holder Name-“Life Insurance Corporation of India” along with the bid. Any bid submitted without Bid Processing Fee or valid MSME exemption documentation shall be rejected. If the tender process is cancelled due to any reason by LIC, the bid processing fee will be refunded without any interest to the eligible qualified bidders.

#### **6. Pre-Bid Clarifications:**

- Clarifications if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document have to be obtained by the bidder through the pre-bid queries only. Thereafter, no representations/queries will be entertained in this regard. Later on if any issue(s) arise, LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.
- The queries for pre-bid meeting should necessarily be submitted on or before 21<sup>st</sup> January 2026 as per Activity Schedule in the following format to the email id [dpdpbid@licindia.com](mailto:dpdpbid@licindia.com) , the file size per e-mail should not exceed 1MB. No other form of communication shall be entertained.

[ Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026]			
Sl. No	RFP Document Reference(s) (Section & Page Number)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause
1.			
2.			

- LIC shall not be responsible for ensuring that the bidders’ queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by LIC.
- No consideration will be given to communications from bidders seeking clarifications for pre-bid queries received after the date and time stipulated by LIC and no extension of time will be permitted for the same. However, LIC reserves the right to extend the last date and time for the same at its own discretion.
- At any time prior to the last date for receipt of bids, LIC may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document.
- Clarifications/ Corrigendum (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document and would be notified on the official webpage of LIC <http://www.licindia.in> (Tender Section).
- In order to provide prospective bidders reasonable time for taking the modifications into account, LIC may, at its discretion, any time prior to the date of bid submission extend the date for the submission of Bids.
- Requests for clarification on telephone will not be entertained.
- Only 2 representatives per bidder will be allowed to attend the meetings/events related to this RFP and the names of the attendees will have to be informed. Representatives of the bidders attending the meeting/ event will have to bring their company Identity Cards for verification.

#### **7. Pre-bid meeting:**

A Pre-bid meeting will be held with all the interested bidders as per the details given in the activity schedule.

#### **8. Earnest Money Deposit:**

The bidder should submit to LIC a total of Rs.20, 00,000/- (Rupees Twenty Lakhs Only) as EMD along with the Eligibility- Bid document should be submitted in form of an unconditional and irrevocable Bank Guarantee payable at Mumbai which should be executed by a Nationalized /Scheduled Bank acceptable to LIC (*as per Annexure-VI*) valid for one year from the last date of submission of this tender. Non-submission of EMD along with Eligibility-Bid document will result in disqualification of the Bidder. EMD exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/NSIC certificate in the envelope as mentioned in this RFP document.

- EMD, without interest, will be refunded to the qualified vendor after acceptance of Purchase Order and/or

- Signing of the Contract(s) by the vendor and submission of required Performance Bank Guarantee (PBG). No interest will be paid on the EMD.
- b) EMD, without interest, will be refunded to the unsuccessful bidders, within 45 days of publication of the result.
  - c) The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if:
    - i. The successful bidder backs out after declaration of the result of the RFP.
    - ii. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP.
    - iii. The Bidder withdraws or amends its Bid during the period of Bid validity.
    - iv. The Bidder makes any written statement or encloses any form which turns out to be False/ incorrect at any time prior to signing of Contract; or Bidder does not respond to requests for clarification of its Proposal.
    - v. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
    - vi. In the case of a successful Bidder, the bidder qualifies and backs out of the L1 quotes or, if the Bidder fails
      - To sign the Contract; or
      - To furnish unconditional and irrevocable LIC Guarantee towards the Performance Guarantee as mentioned in this RFP or
      - to furnish Non-Disclosure Agreement (NDA) as per LIC's format
    - vii. The bids are submitted to LIC without the password protection or with password that does not match with the password used by LIC.
  - d) Bids not accompanied by the requisite EMD. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to claim for such waiver by providing copy of valid NSIC/MSME Certificate as part of eligibility criteria.

Bids submitted without EMD or EMD not submitted conforming to above criteria, will be treated as non-responsive and will be summarily rejected

## 9. Instructions for Bid Submission

- a) E-Tendering Online bids are hereby invited for the works mentioned through online e- Tendering System portal <https://www.tenderwizard.com/LIC> from the intending bidders.
- b) This is an E - Tender and hence Bids must be submitted "ONLINE". Tender is to be submitted online through e procurement portal. All documents are to be scanned and uploaded. Please refer to Annexure-XIV for Online Tendering Guidelines.
- c) The bidder should not respond to this RFP / quote for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected.
- d) Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/tender and subsequent modification(s) to this tender, if any.
- e) Hard copy of the bids in sealed envelopes are to be submitted in the following manner within three working days of eligibility bid opening:
- f) The original Bid shall be typed on 8.27" by 11.69" (A4 size) paper in indelible ink.
- g) The content of the soft copies Uploaded/Submitted in a READ-ONLY pen drive (Separate pen drive for Eligibility and Commercial Bid in respective sealed envelopes) and the contents of the hard copies submitted must be exactly the same. If not, the BID MAY BE REJECTED.
- h) All the envelopes and covers should indicate the name, address, telephone & mobile number, E-mail ID and fax number of the bidder clearly.
- i) Two-bid system (Eligibility and Commercial) will be followed by LIC for this RFP.
- j) Eligibility bid documents should be submitted in a separate envelope (along with pen drive) which should be sealed and super-scribed as "ELIGIBILITY bid for On boarding Consultant for Implementation of Digital Personal Data Protection Act, 2023 and Rules 2025 Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA dated: 14/01/2026".
- k) The prices must not be indicated in the eligibility Bid, failing which the Bid may be rejected.
- l) Commercial bid should be submitted in a separate envelope (along with pen drive for commercial bid) which should be sealed and super-scribed as "COMMERCIAL BID for Onboarding Consultant for Implementation of Digital Personal Data Protection Act, 2023 and Rules 2025 LIC Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA dated: 14/01/2026".
- m) The indicative prices are ONLY to be quoted in the commercial bid.
- n) The above two envelopes containing the Eligibility and Commercial-bid should be placed inside another (third) envelope with the superscription as "BID for Onboarding Consultant for Implementation of Digital Personal Data Protection Act, 2023 and Rules 2025 LIC Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA dated: 14/01/2026".
- o) The Bid processing fee, EMD and Pre-contract Integrity Pact (duly filled and signed) should be submitted separately in a sealed envelope bearing the name and address of the bidder.  
As per CVC Circular No. 04/06/23 having Reference: 015/VGL/091 dated 14.06.2023 of Standard Operating Procedure (SOP) for Adoption of Integrity Pact under clause No 2.02/2.04 provides "Integrity pact, in respect of a particular contract, shall be operative from the date of IP is signed by both the

- parties till the completion of contract Bidders submit Pre-Contract Integrity Pact, EMD (Earnest Money Deposit) Bank Guarantee with submission of Bid.
- p) Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the tender document. Sealed Bids should be addressed to **THE EXECUTIVE DIRECTOR (ERM)** and should be deposited in the tender box at the address and date as given in the activity schedule.
  - q) No consideration will be given to a bid received after the date and time stipulated by LIC and no extension of time will be permitted for submission of Bids.
  - r) The Corporation will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason.
  - s) The hardcopies of the bid (all documents and Annexure submitted as a part of bid or called for by the LIC) must be spirally bound, serially numbered, duly signed and stamped on each page of the bid document. Bid shall be signed by the duly Authorised signatory of the bidder. The person signing the bid shall sign all pages of the bid, except for an un-amended printed product literature/technical data-sheet available in the public domain.
  - t) The bid may be rejected if:
    - i. Bid is not signed by the duly Authorised signatory or
    - ii. Bid submitted is unsigned or partially unsigned or
    - iii. An image of signature found pasted on pages instead of wet signature or
    - iv. Scanned bid is submitted.
    - v. Pre-contract Integrity Pact (duly filled and signed), EMD and Bid processing fee not enclosed.
    - vi. Bids are not submitted in respective envelopes as stipulated above.
  - u) **Language of Bid**  
The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and LIC shall be in English language. As far as numbers are concerned the same should be in English Numerals.
  - v) **Bid Currencies**  
Prices for all the components shall be quoted in Indian Rupee. The Bids in currencies other than INR will not be considered.
  - w) Ordinarily the bid shall contain no overwriting. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them. Overwriting/correction in the commercial bids are not permitted and any such overwriting in commercial bid will lead to its rejection.
  - x) The specifications (Eligibility and Commercial Bids format) shall be submitted in the spread sheets as per respective Annexures specified in this RFP.
  - y) The commercial-bid format/sheet in the spreadsheets will be password protected by LIC. The password used on the spread sheets will be validated by LIC for checking the authenticity of the file. If the password does not match, EMD OR A PART THEREOF MAY BE FORFEITED and BID MAY BE REJECTED.
  - z) It may be carefully noted by all the participating bidders that it is likely if the password protected sheet is opened in any another software for e.g. open office, the password protected sheet may lose the password. Therefore care has to be taken to open the spreadsheet only in an application for e.g. MS Excel where it will not lose its password when edited. It is further clarified that the soft copy of the Commercial Bid will be checked at the time of opening of the Commercial Bids. In case the spreadsheet is submitted to LIC without the password protection or with password that does not match, the BID MAY BE REJECTED.
  - aa) In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of Rs.5,000/- per violation will be charged and recovered from the EMD. For example: if the Bid is not spirally bound a penalty of Rs.5, 000/- will be imposed. Upper cap for this penalty is Rs.10,000/-
  - bb) During Eligibility Bid evaluation if any deviation is observed, LIC may call for clarifications and may decide to accept any deviation at its discretion and decision of LIC in this matter will be final. However, this will be done before opening of commercial bids.
  - cc) If any compliance or clarification sought by LIC is not submitted within 5 working days of being called for, the bids are liable to be REJECTED. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final and binding.

## **10. Disqualification**

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
- b. Exhibited a record of poor performance
- c. Failed to provide clarifications related thereto, when sought;
- d. Been declared ineligible by the Government of India/State/UT Government/ PSUs for corrupt and fraudulent practices or blacklisted.
- e. Submitted a Proposal with price adjustment/variation provision

## **11. Commercial Bid (Indicative Price)**

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



All quotes should conform to the format as mentioned in the Commercial Bid (indicative). The details are to be given as per Annexure-VIII under the heading “Format of commercial bid (indicative) for On boarding Consultant for Implementation of Digital Personal Data protection Act, 2023 and Rules 2025 Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026”.

- a) The bidder should quote the prices for all the items in Commercial bid (Indicative Price) format as per Annexure-VIII
- b) For each component, the prices quoted should be inclusive of all costs excluding GST.
- c) Any other local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc. which may be payable if and wherever applicable at the place of delivery will be paid extra on actual basis by LIC, subject to production of original documents / receipt issued by appropriate authority. CST will not be paid – only sales tax / VAT will be reimbursed.
- d) It will be the responsibility of the bidder to take care of all formalities, if any, necessary as per rules / regulations / orders of any government/non-government / regulatory authority in force.
- e) The price quoted shall not be subjected to variations in exchange rate, taxes, duties, levies or variation in labour rates etc.
- f) Bidders are advised to make a detailed study of the requirements of the project and ensure that the prices/rates quoted are all inclusive including the support required from the OEM in the execution and continuous monitoring of the project during the Contract period, as no deviation in any of the conditions would be permitted and nor would any increase in prices be allowed during the contract period.
- g) The Bidder should have the capability to implement and maintain the project during the contract period of 5 years. The vendor should also be able to carry out any changes, if necessitated by LIC during the contract period of 5 years.

## **12. Clarification on Bids**

During evaluation of bids, LIC may, at its discretion, ask the Bidder for clarifications on its bid. The request for clarification and the response shall be in writing.

LIC may decide to accept any deviation at its discretion. However this will be done before opening of commercial bids. If any compliance or clarification sought by LIC is not submitted within 5 business days of being called for, the bids are liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.

## **13. Modification and Withdrawal of the Bids**

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

## **14. Compliant Bids / Completeness of Response**

- a) The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.
- b) Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- c) Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.
- d) Bid with insufficient information to permit a thorough evaluation may be rejected.
- e) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f) Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid in the best interests of LIC.
- g) If a bid is not responsive and not fulfilling all the conditions of the RFP, it will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- h) Rejection of non-compliant bid:  
LIC reserves the right to reject any or all bids on the basis of any deviation(s). Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

## **15. Revised commercial bid (If applicable):**

LIC may call for any additional information/document by way of clarification etc. before the finalization of the eligibility bid. Also, during scrutiny of eligibility bid, if any eligibility specification/s and/or scope of work is/are changed or if there is a need of normalization to meet LIC's requirement, all the vendors will be informed of the same and asked to submit fresh commercial quotation in a separate cover, duly sealed and super scribed “REVISED COMMERCIAL BID for On boarding Consultant for Implementation of Digital Personal Data protection Act, 2023 and Rules 2025 Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026”.

During eligibility evaluation if any deviation is observed, LIC may decide to accept any deviation at its discretion and decision of LIC in this matter will be final and binding. However this will be done before opening of commercial bids.

## **16. Bid Validity Period**

Bids shall remain valid for 1 year from the last date of bid submission under this RFP. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period. In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the period of validity any time before the expiry of validity period. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended.

## **17. Late Bids:**

- a) The Bids received beyond date and time mentioned in activity schedule will be termed as "Late" and will be rejected/returned back to the bidder unopened.
- b) LIC will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason.
- c) LIC may, at its sole discretion change the date/time of submission of bids and LIC's decision in this matter will be final.

## **18. Procedure for opening of the bids:**

Bids received within the specified closing date and time in the Activity Schedule will be opened in the presence of bidders' representatives who choose to attend the "bid-opening process" on the specified date, time and venue as given in the Activity Schedule (maximum two representatives per bidder will be permitted in each of the bid openings).

- a) The date and Venue of the opening of the Bids shall be as per the Activity Schedule. The representatives of the bidders should carry the identity card and a letter of authority from the bidder to identify their bonafides for attending the opening of the Bids.
- b) The outer sealed Envelope and the envelopes containing the Eligibility bid shall be opened by the Tender Opening Committee (TOC) of LIC in the presence of the bidders/their Authorised representatives who choose to attend, as per the activity schedule.
- c) On completion of the eligibility Bids evaluation, the date, time & venue of opening of their Commercial bids will be intimated to all shortlisted bidders.
- d) The bidders who qualify the eligibility evaluation will have to provide a technical presentation on the in-scope services and eligibility criteria to LIC. The schedule and venue of the same will be conveyed accordingly.
- e) Commercial bids (indicative) of only the bidders shortlisted in the eligibility bid evaluation will be opened by the Tender Opening Committee of LIC in the presence of the bidders/ their Authorised representatives who choose to attend.

## **19. Bid Evaluation:**

- a) LIC will evaluate the Bids submitted in response to the RFP and all supporting documents / documentary evidences as per the requirements stated in the RFP documents and its subsequent modifications (if any).
- b) LIC may ask for meetings with the Bidders to seek clarifications on their bids.
- c) Evaluation of the responses to the bids and subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC and will be binding on the bidders. LIC's decision shall be final and no correspondence seeking clarifications about the decision shall be entertained. (Formatting numbering)
- d) If any compliance or clarification sought by LIC is not submitted within 5 business days of being called for, the bids are liable to be rejected.
- e) Technicalities or minor irregularities in bids may be waived during evaluation if it is in LIC's best interest. The bidder may either be given an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or the deficiency waived if it is to LIC's advantage to do so.

## **20. Rejection of non-compliant bid:**

- a) LIC reserves the right to reject any or all bids on the basis of any deviation(s).
- b) Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

## **21. Commercial Bid Evaluation process**

- a) Only those Bidders who qualify in Eligibility evaluation would be shortlisted for commercial evaluation via Online Reverse Auction conducted by LIC's Authorised e-Procurement service provider.
- b) The Bidder has to specify both in figures & words for all price quoted in Commercial Bid (indicative).
- c) The bidder should quote the prices for all the items in Commercial bid (Indicative Price) format as per Annexure-VIII.
- d) Arithmetical errors will be rectified on the following basis:

- a. If there is a discrepancy between the total price quoted in the bid and the total price that is obtained by multiplying unit price and quantity, the unit price shall prevail. The total price will be corrected accordingly.
- b. If there is discrepancy between words and figures, words will prevail.
- e) The Commercial bids (indicative price) of eligible short listed bidders will be opened by the TOC in the presence of bidders/ their Authorised representatives who choose to attend. Thereafter, these bidders need to participate in online reverse auction for which web-based e-tender platform will be made available by LIC.
- f) **NPV Rule:** While evaluating the tenders covering a longer period (i.e. more than one year), the quoted prices pertaining to maintenance in future years are to be discounted to the net present value (NPV) as appropriate for comparing the tenders on equitable basis.  
The Net Present Value of the proposal is equal to the sum of the present values of all the cash flows associated with it. NPV is to be calculated on the annual cash outflows.  
Discounting rate to be used: 10%  
Standard software for example „Excel“ can be used for the NPV computation. An indicative template is also provided purely for facilitating the bidder. Bidders must ensure the accuracy of the computation at their end for the calculations. The template provided is a facilitator only for the computation and the bidder is responsible for the computation as per the guidelines.  
 $r = 10\% \text{ i.e. } 0.10$
- g) **Price Variation Factor and H1 Elimination clause:**  
When the number of Qualified Bidders are more than five, the qualified H1 bidder (Bidder with the Highest Quoted Total Bid Price at NPV) will be disqualified and eliminated from participating in online reverse auction, if his bid value as per the submitted commercial bid (indicative) is higher by more than 40% as compared to the average of quoted prices of all qualified bidders for all items in aggregate.
- h) The total Bid Price for this clause will be all inclusive bid prices at Net Present Value (NPV) exclusive of GST.
- i) No price variation/adjustment or any other escalation will be entertained after the closing of Bids.

## **22. Online Reverse Auction:**

The Commercial bid (indicative) as per Annexure-VIII shall be submitted in a separate sealed cover. After the opening of Commercial Bids (indicative) of eligible qualified bidders, Online Reverse Auction will be held.

- a) The Commercial Bids (indicative) of eligible qualified bidders will be opened on the prescribed date in the presence of bidder representatives. Thereafter, the eligible qualified bidders subject to provisions of Price Variation Factor and H1 Elimination clause (refer point (g) above), are required to participate in online reverse auction for which web-based e-tender platform will be made available by LIC. The date, time, platform and process of online reverse auction will be communicated to the bidders by LIC.
- b) Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder.
- c) LIC shall conduct the, “Online Reverse Auction Process” for the L1 Bid Price determination. During reverse auction, the participating bidders shall input only the total cost that they have to offer. This amount shall be arrived at by the bidders themselves off-line by using the formula mentioned at point 21 (f) above.
- d) The bidder with lowest commercial bid at the close of online reverse auction will be declared as L1 bidder. Based on the Cost of Ownership (TCO) declared by the Bidders during the online Reverse Auction, the Bidders will be categorized as L1, L2, L3 etc. (In the ascending order, i.e. L1 being the Bidder with the lowest TCO, followed by L2 with the next lowest score and so on. The bidder with the L1 Quote, post the Online Reverse Auction and Commercial evaluation will be declared L1 Bidder.
- e) 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.
- f) After the close of online reverse auction, the L1 bidder shall provide a commercial breakup of all the line items along with the working sheet to LIC within 3 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.
- g) The commercial figure quoted will be an all-inclusive figure inclusive of out of pocket expenses, traveling, boarding, permits, lodging but excluding all applicable taxes such as Service taxes, local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc.
- h) Any conditional bid may be rejected.
- i) 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.
- j) In case, only one bidder is eligible qualified, no reverse auction will take place. However, LIC reserves the right to negotiate price with the lone bidder. The prices once finalized through online reverse auction or negotiation will be termed as the “approved prices”.
- k) LIC will determine the Start Price and other parameters for the Reverse Auction –
  - i. on its own and / or
  - ii. evaluating the price band information available in the commercial bids (indicative) of the eligible

- qualified bidders and / or
- iii. based on the lowest quote received in the commercial bids (indicative).

The final outcome of the bidding process will be published on LIC website.

• **Notification of Award**

After Online Reverse Auction, LIC will notify the successful bidder in writing or mail through a letter of Notification Award that its proposal has been accepted and send the Bidder the Contract Form incorporating all terms and conditions between the two parties. The Bidder, in turn, has to confirm the acceptance for the Offer made by LIC through mail or registered letter.

**23. Contacting LIC:**

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

**24. Right to terminate the Process:**

- l) LIC may terminate the RFP process at any time without assigning any reasons whatsoever. LIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- m) This RFP document does not constitute an offer by LIC. The bidder's response to this RFP may result into selection of bidder(s) after completion of selection process as detailed in this RFP document.
- n) LIC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.
- o) LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.

**SECTION-D: TERMS AND CONDITIONS**

**1. Terms and Conditions regarding bidding:**

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

**2. Other / General Terms and Conditions:**

**2.1. Assignment:**

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

**2.2. Non-Disclosure Agreement (NDA):**



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

### **2.3. Performance Bank Guarantee (PBG):**

The selected vendor is required to submit a Performance Bank Guarantee (PBG) to LIC in form of a Bank Guarantee equal to 5% of the total Contract Value. Format for submitting the Bank Guarantee is attached herewith as Annexure-XI. No interest shall be payable on the PBG amount.

The required PBG should be submitted to LIC within 15 days from the date of letter issued by LIC for selection as the "selected vendor". The PBG shall be valid for the period of 63 months (including sixty-three months of claim period) from the date of submission of PBG to LIC. The PBG may be invoked for entire amount (or the portion as deemed fit by LIC to make good its losses) if the vendor backs-out of his obligations as per the contract, including refusal to execute PO or excessive delay in execution of Purchase order or vendor does not provide onsite-support etc. required as per this RFP.

If vendor fails to submit the required PBG within 15 days period as mentioned above, penalty of Rs.5,000/- per day (subject to maximum penalty of Rs.1,00,000/-) will be imposed. In case the selected bidder fails to submit performance bank guarantee even after the elapse of 35 days from the date of letter issued for selection as the "selected vendor", LIC at its discretion, may cancel the allotment of the contract to the concerned bidder and allot the contract to the L2 bidder at L1 prices, so on and so forth. All the terms & conditions, stated in this RFP (and subsequent modifications, if any) will then be applicable to the L2/L3 bidders, so on and so forth. In case the tenure of servicing is extended beyond 5 years, the selected Vendor will be required to extend validity period of the PBG or submit a fresh PBG.

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

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

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

In the event of any contract amendment, the Vendor shall, within seven days of agreeing to such amendment, furnish the amended performance guarantee, valid for the duration of the Contract as amended, including warranty obligations.

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

### **2.4. Signing of contract:**

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

### **2.5. Transportation and Insurance:**

The successful Bidder is required to deliver the products and services at the destination as informed in the Purchase Order for execution. Transportation and Insurance of goods shall be arranged and paid for by the vendor at no extra cost to LIC. The goods supplied shall be fully insured by the vendor for and from transit period till 10 days from the date of delivery at LIC's offices, at their cost against any loss or damage. Should any loss or damage occur, the vendor shall:

- (a) Intimate and pursue claim with the Insurance Company till settlement and

(b) Promptly make arrangements for replacement of any damaged item/s (within fifteen days of detection of damages), irrespective of the settlement of claim by the Insurance Company.

## **2.6. Road Permit:**

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

## **2.7. Dispute:**

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

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

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

- a) In the event of any dispute or disagreement over the interpretation of any of the terms in this bid document or claim of liability, the same shall be referred in writing to an arbitrator appointed by mutual consent of both parties whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliation Act 1996. The venue of arbitration shall be Mumbai. Subject hereto the High court in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.
- b) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- c) The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- d) The work under contract shall continue during the Arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- e) No interest will accrue on any amount during the Arbitration proceedings.
- f) If the arbitrator so appointed resigns his appointment or vacates his office or is unable or unwilling to act due to any reason whatsoever the appointing authority shall appoint a new arbitrator in his place.
- g) The Arbitration shall decide each dispute in accordance with term of the contract and give a reasoned award.

## **2.8. Termination:**

If Vendor fails to comply with Performance Assessment and, if any part of the service does not meet the specifications), LIC may (in addition to its other remedies) terminate the Contract or reduce the scope of services by giving the Vendor written notice of 90 days. If the contract is terminated under the contract, LIC is liable to make payment only for Services rendered before the effective date of termination.

LIC may, at any time, terminate the Contract by giving written notice of 30 days 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

On receipt of a notice of termination or reduction of scope, the Vendor must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect LIC Material and Contract Material; and continue work on any part of the Services not affected by the notice

## **2.9. Consequences of Termination of the Selected Bidder:**

In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of

the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/continued execution of the scope of the work defined in RFP. 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.

## **2.10. Force Majeure Condition:**

- a) For purposes of this clause, “force majeure” means an event beyond the control of the Bidder excluding those involving supplier’s/OEM faults. Such events may include, but are not restricted to, acts of the government in its sovereign capacity, wars or revolutions, fires, floods, riots, epidemics, quarantine restrictions and freight embargoes (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Vendor only),
- b) In case a Force Majeure situation arises, the Vendor shall immediately notify LIC of India in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the implementation of the agreement. The Vendor will make all reasonable efforts to minimize the effects of such circumstances on the performance of the contract
- c) Unless otherwise directed by LIC of India in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.
- d) If non-performance or diminished performance by the Vendor due to the circumstances as per above continues for a period of more than 30 consecutive days, the other party may terminate the Contract immediately by giving the Vendor written notice of 90 days.
- e) If the Contract is terminated, each party will bear its own costs and neither party will incur further liability to the other.

## **2.11. Limitation of liability:**

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

## **2.12. Confidentiality:**

The contents of this RFP and the supporting documentation are confidential to the corporation and are provided solely for the purpose of response to the RFP. The bidder shall not, without the written permission of LIC make any public statements in relation to the details of contract or the awarding of any subsequent order or contract to the bidder.

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

The vendor including but not limited to its personnel, agents and associates, is bound by the conditions of the Non-Disclosure Agreement submitted by the vendor in response to the RFP. The vendor to use the information only for serving LIC’s interest and restrict disclosure of information solely to their employees on a need to know basis in order to accomplish the purpose stated in this RFP.

## **2.13. Intellectual Property Rights**

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

There shall be no assignment or transfer of any Vendor’s pre-existing IPRs pursuant to Agreement

The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project. The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents,

trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

## **2.14. Warranties**

The Vendor will have to represent and warrant that:

- a. It has the right to enter into the Contract resulting from this RFP;
- b. It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;

## **2.15. Copyright Violation and Patent Rights:**

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

## **2.16. Fraud and Corrupt Practices:**

The bidder/vendor, their employees, agents, advisors and representatives shall observe the highest standard of ethics at all times (pre and post the RFP process). Notwithstanding anything to the contrary contained in this RFP, LIC shall reject a Bid or terminate the contract without being liable in any manner whatsoever to the bidder/vendor, if it determines that the bidder/vendor has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable / restrictive practice (collectively the "Prohibited Practices") in the evaluation process at any time. In such an event, LIC shall, without prejudice to its any other rights or remedies, forfeit in part or full the EMD / PBG, as the case may be as mutually agreed genuine pre-estimated compensation and damages payable to LIC for, inter alia, time, cost and effort of LIC, with regard to the RFP, including consideration and evaluation of such Bids and such Bidder/Vendor may not be allowed to participate in any RFP issued by LIC during a period of two years from the date of such finding if bidder bidder/vendor is found by LIC to have directly or through an agent, engaged or indulged in corrupt / fraudulent / coercive / undesirable / restrictive practice, during the Selection Process, or after the issue of the Letter of Notification of Award or the execution of the Agreement as the case may be. (Without prejudice to the rights of LIC under Clause above and the rights and remedies which LIC may have under the Letter of Notification of Award or the Agreement). For the purposes of this Section, the following terms shall have the meaning herein-after respectively assigned to them:

- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of LIC who is or has been associated in any manner, directly or indirectly with the Selection Process or the Letter of Notification of Award or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of LIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Notification of Award or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical bidder/ adviser of LIC in relation to any matter concerning the Project;
- (b) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, suppression of facts in order to influence the Selection Process or violation of statutory requirements/regulations etc.
- (c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by LIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **2.17. 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.

## **2.18. Conflict of interest:**

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

The Vendor will warrant that, 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. 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.

## **2.19. Rights reserved by LIC:**

- (e) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC reserves the right to debar the Bidder from participating in future RFPs floated for a period decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.
- (f) LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFPs, at any time prior to award of agreement without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s). Reasons for cancellation will be determined by LIC at sole discretion.
- (g) LIC reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.
- (h) LIC reserves the right to verify the validity of bid information, and to reject any bid/quotation where the same appears to be incorrect, inaccurate or inappropriate in the Corporation's estimation.
- (i) Bids not conforming to the requirements of the RFP may not be considered. LIC reserves the right, at any time, to waive any of the requirements of the RFP, at its sole discretion and in the best interest of the Corporation. However, this will be done before opening of the commercial bid(s).
- (j) Further, the Corporation shall have the right to cancel the RFP process at any time without assigning any reason, prior to finalization of the contract, without thereby incurring any liability to the affected bidder or bidders. Reasons for cancellation will be determined by the Corporation in its sole discretion.
- (k) LIC may call for any additional information/document by way of clarification before the finalization of this tender process.
- (l) Procurement of any equipment's/components outside this tender.
- (m) There may be certain unforeseen issues. LIC will decide these issues based on merits of each case. The decision taken by LIC will be final and binding on all the bidders/ selected vendor.
- (n) The decision of LIC in all matters will be final and binding on all bidders participating in this bid.
- (o) LIC may terminate the agreement if it determines at any time that the vendors or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the agreement, even if the concerned Vendors have taken timely and appropriate action satisfactory to the LIC to remedy the situation.

## **2.20. Varying the Contract:**

### **I. Variations proposed by LIC –**

LIC reserves the right to initiate any change in the scope of contract. Vendors must factor in a maximum of 25% scope changes within the services cost to be quoted in the commercial bid. Any change in the scope beyond this 25% will be informed to the vendor in writing. If LIC wants to vary the Services:

- a) LIC will request the Vendor in writing setting out the proposed variations.
- b) within 15 working days after receiving LIC's request or within another period mutually agreed, the Vendor must respond in writing to LIC specifying what impact those variations will have on:
  - i. the Service Charges; the Services or Deliverables, including any Deliverable.
  - ii. the Vendor's ability to perform its obligations under current Contract (including its ability to meet Milestones) and with respect to the change of scope proposed.

Within 15 working days after receiving the Vendor's response, or within another period mutually agreed, LIC will give the Vendor a written notice accepting or rejecting the response.

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

### **II. Effective date of variation –**

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

### **III. Change Order –**

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

#### IV. Change Requests –

The following would constitute a Change request:

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

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

Payment under this clause will be made only if Change requests are exercised, approved, and delivered.

#### V. Contract Amendments –

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

## SECTION-E: SCOPE OF WORK

### 1. General

The scope of work includes end-to-end implementation and support covering all aspects of the DPDP Act & Rules, as detailed in this RFP and its Annexures. The Consultant shall undertake applicability and gap assessments; design and implement the DPDP governance framework; develop guidelines, policies, SOPs, templates, data flow diagrams, risk categorization matrices, and DPIAs; and provide project management consultancy support for floating and evaluating RFPs for procurement of privacy automation tools.

The Scope of Work (SoW) under this RFP is intentionally structured in a modular, activity-wise manner. LIC reserves the absolute, unconditional, and irrevocable right, at any stage of the engagement, to:

- a) Exclude, defer, modify, or independently execute any activity, sub-activity, or workstream defined in the SoW, including but not limited to technology procurement, RFP preparation, vendor evaluation, and implementation support for any DPDP-related tool or platform; and
- b) Assign or engage any other vendor(s) or internal teams to carry out such excluded or modified activities, without any financial, contractual, operational, or delivery impact on the balance Scope of Work.

In such circumstances, the Consultant shall be entitled only to payment for those activities actually performed and formally accepted by LIC. The commercial value attributable to the excluded or de-scoped activities shall be proportionately deducted from the total contract value, and the Consultant shall have no claim whatsoever for compensation, loss of opportunity, idle resources, overheads, or anticipated profits.

The Bidder shall submit its commercial proposal with clear, unbundled, and activity-wise pricing, mapped on a one-to-one basis with the Scope of Work. LIC reserves the right to accept, reject, modify, or de-scope any activity, in full or in part, and the corresponding commercial value shall stand reduced accordingly.

This scope is indicative and not exhaustive. The Bidder is expected to absorb any other cost of material / services if any not particularly listed below.

#### 1.1. Objectives of the Engagement

The objective of this engagement is to undertake an enterprise-wide DPDP compliance program covering assessment, design, implementation, technology enablement, training, governance, and ongoing compliance assurance. The Consultant shall enable LIC to meet its obligations as a Data Fiduciary, Significant Data Fiduciary and Data processor in a structured, auditable, and sustainable manner.

#### 1.2 Scope Coverage

The Scope shall cover all personal data processed by LIC in any form (digital, physical and digitized personal data), including data relating to policyholders, prospects, nominees, employees (on-roll and off-roll), pensioners, agents, intermediaries, vendors,

contractors, website visitors and mobile application users, digital journey users.

Coverage shall extend across all environments and operational locations, including Central Office, Zonal Offices, Divisional Offices, Branch Offices, Satellite Offices, Data Centers, Disaster Recovery (DR) sites, Cloud environments, and third-party platforms. This includes COLOs, ZTCs, ATCs, MDC, Premium Points, Agents, Development Officers, cross-border data and offices, as well as UAT/Test environments, encompassing Backup and DR systems and Logs and Monitoring infrastructure.

### **1.3. Applicability Assessment & Comprehensive Gap Assessment (Foundational Phase)**

The Consultant shall conduct a comprehensive, enterprise-wide privacy impact & Gap Assessment as the first and mandatory phase of the engagement. This phase shall establish baseline for all subsequent design and implementation activities.

#### **The Gap Assessment shall include:**

##### **A. Legal & Regulatory Gap Assessment**

- Mapping of DPDP Act Sections 4–16 and DPDP Rules against existing LIC policies, procedures and practices
- Identification of non-compliance, partial compliance and over-compliance areas
- Identification of potential penalties, legal exposure and reputational risks

##### **B. Business Process & Operational Gap Assessment**

- Study & Understand comprehensively the provisions & requirements of DPDPA and any subsequent amendments/updates. Identify the list of products and services offered by LIC and Assess applicability of provisions of the DPDP Act on it
- Review of all core insurance processes, including but not limited to, onboarding, underwriting, Marketing, policy administration, claims, servicing etc.
- Review of support functions, including but not limited to, HR, IT, Finance, Payroll, Legal, Procurement, Actuarial etc.
- Identification of lawful basis for processing under act (“consent vs legitimate use”)
- Assessment of consent, notice, purpose limitation, data minimization, retention and erasure.
- Study existing roles, responsibilities and reporting structures covering all the stakeholders, entire organization.
- Detailed assessment of product, product life cycle, data infrastructure, Cross-selling & sharing of data and its risk assessment.
- Assessment of secondary uses such as but not limited to, data enrichment, analytics, profiling, Upselling, cross selling & marketing reuse of personal data beyond the originality.

##### **C. Privacy Impact Assessment (PIA)**

- Ensure conformance with applicable legal, regulatory, and policy requirements for privacy;
- Determine the risks and effects; and.
- Evaluate protections and alternative processes to mitigate potential privacy risks.

##### **D. Technology & Security Gap Assessment**

- Evaluation of data security measures covering applications, databases, endpoints, networks and infrastructure for meeting the requirements as per the Act.
- Assessment of access control, encryption, logging, SOC, incident response, DLP and breach detection for meeting the requirements as per the Act
- Evaluate internal tools and processes for meeting the requirements as per the act.
- Evaluate the existing controls for meeting the requirements as per the Act.
- Assessment of backup system, disaster recovery environments, logs, test & UAT environment and usage of masked or non-masked personal data outside production system.
- Highlight the risks identified during review of the personal data lifecycle
- DPIA of Applications dealing with personal data.
- The following shall not be a part of the bidders’ scope. However the bidder may leverage the existing reports for the Security Gap Assessment
- Source code review
- Penetration testing
- Forensic log analysis
- Red-team / blue-team exercises
- CA and VA
- SNA review

## E. Vendor & Third-Party Gap Assessment

- Review of data, data sharing mechanism with agents, intermediaries, processors and outsourcing partners
- Review of contracts, data sharing clauses, indemnities and liabilities of agents, intermediaries, processors and outsourcing partners.
- Obtain a list of third party with whom personal data is shared for processing.
- Develop a control framework and audit checklist based on DPDP act to assess vendors' privacy posture. For effort estimation, the bidder may take 200 vendors into account.
- Identify all data processors & sharing partners.

## F. Governance & Organizational Gap Assessment

- Review of DPO role, reporting structure, escalation mechanisms and KPIs.
- Assessment of Significant Data Fiduciary readiness as per the Act.
- Personal data governance- Assessment of personal data governance model including ownership & stewardship, decision making authority, escalation mechanisms and accountability structure etc.
- Consent Manager, Grievance Officer, Independent Data Auditor
- RACI and escalation matrix
- Identification of Data/process owners for each business functions for clear ownership of data.
- Design and implementation support for publication of DPO contact details, Grievance mechanism and escalation process on LIC websites, Mobile apps & customer facing Platform's as mandated under
- Deliverable: Applicability Assessment report, DPIA report, Detailed Gap Assessment Report with risk scoring and remediation roadmap and implementation of suggested remediation to be done by consultant.

## 1.4. Data Discovery & Mapping

- This phase shall identify and document LIC's personal data landscape.
- Study and understand comprehensively the provisions& requirements of Digital Personal Data Protection Act (DPDP) act /rules and any subsequent amendments/updates
- Identify & Assess All Data Touch Points in existing structure of LIC and associated third Party platforms for Data related functions like Data Entry, Exit, Process, Storage, Erasure, and other Data Handling activities/all types of Data Flows, either digital or physical data (later digitized) being handled in LIC/of LIC/for LIC.
- Understand exhaustively the existing Data Infrastructure which shall include to Identify and Assess comprehensively the tools, systems, software, applications, channels, and other technological Infra structure employed/ used in the entire data handling process/functions at all the points within LIC when Data is in transit, use and at rest (i.e. Data Entry, Exit, Storage, Processing, Sharing, Retention, Disposal, etc.) as part of extant data management infrastructure.
- Hybrid data discovery (automated and manual) and assessment of data storage locations, including but not limited to servers, endpoints, backup media, tapes, and other storage repositories. The Bidder shall provide all necessary tools, utilities, and resources required for this activity, with no dependency on LIC for tools, licenses, or infrastructure.
- Identification of structured, unstructured and physical data
- Creation of enterprise Personal Data Inventory and Data Dictionary
- AI/ML-powered scanning of structured and unstructured data.
- Identification of personal data across systems.
- Risk-based categorization and tagging.
- Identification of personal data, children and PwD data. Age verification mechanisms,
- Orchestrate data deletion requests with various internal stakeholders and the Data Processors. Enable processes to verify artefacts and related to the deletion request.
- Define processes to ensure that personal data resides only in the designated servers.
- Mapping of end-to-end data flows (collection → processing → storage → sharing → archival → erasure)
- Identification of cross-border data processing.
- Identification of Single Source of Truth opportunities
- Identify and enlist the legal implications and financial penalties that may be attracted if LIC fails to adhere to the stipulated data protection measures.
- Deliverable- Data Flow Diagrams (DFDs) and a comprehensive Personal Data Inventory, including an Enterprise-wide Personal Data Inventory, Data Flow Diagrams, and Data Lineage. The Data Inventory shall be structured, accurate, and reusable for statutory and regulatory requirements, including ROPA, DPIA, and internal/external audits.

## 1.5. DPDP Framework & Policy Design

Based on Gap Assessment findings, the Consultant shall design the DPDP compliance framework.

### 1.5.1 Governance Framework

- Data Protection Officer (DPO) roles and responsibilities
- Consent Manager, Grievance Officer, Independent Data Auditor
- RACI and escalation matrix
- Identification of Data/process owners for each business functions for clear ownership of data.
- Design and implementation support for publication of DPO contact details, Grievance mechanism and escalation process on LIC websites, Mobile apps & customer facing Platform's as mandated under DPDP Act.

### 1.5.2 Policy, Templates & SOP Suite

- Data Privacy Policy
- Privacy Notice and Cookie Policy
- Consent Management Policy
- Data Retention and Erasure Policy as per the Act.
- Personal Data Breach Management Policy
- Third Party & Outsourcing Privacy Policy
- Cloud and AI Governance Framework
- Internal Data Sharing SOP and Mechanism.
- Data Governance Policy
- Information Security & Cyber Policy
- Grievance Redressal Policy
- Data Subject Request Handling Guidelines
- Data Principal Rights Management Policy
- Cyber Crisis Management Policy
- Vendor Audit Reports and Assessment Framework

### 1.5.3 Notices, Consent & Legitimate Use

- Purpose-specific notices
- Mandatory vs optional consent mapping- Identifying and documenting which personal data processing activities require mandatory consent under the DPDP Act
- Legitimate use assessment- Evaluating whether personal data can be processed without consent under the "legitimate uses" permitted by the DPDP Act
- Controls to prevent secondary use of data without lawful basis as per DPDP Act
- Design of Multilingual privacy notices, Consent form and customer communication aligned with pan India customer base and regulatory communication requirements as per DPDP Act/rules.
- Design of consent collection, modification and withdrawal workflow.

### 1.5.4 Data Principal Rights

- Design of Access, correction, updation, erasure, grievance, nomination workflows
- Nomination and Grievance Rights
- Verification and authentication of Data principals
- Timelines and escalation mechanism for rights fulfillment

### 1.5.5 DPIA Framework

#### A. Comprehensive DPIA Templates & Workflows

- Provide standardized templates and workflows for conducting DPIAs, covering:
  - i. Description of processing activities, including involvement of third parties
  - ii. Risk assessment matrix to evaluate risks and automated risk calculation & categorization of all products/ process wise.

- iii. Regulatory and industry specific DPIA templates, customizable as per business needs.
- Design automated DPIA workflow with following indicative requirements, but not limited to-
  - i. Enable multi-level workflow capability to facilitate role-based access, permissions, and approvals.
  - ii. Allow customization of roles, permissions, and review processes to align with organizational structures.
  - iii. Support auto-reminders, query escalation, and follow-ups to streamline DPIA completion.
  - iv. Provide the ability to upload supporting documents and artifacts when responding to specific queries.
  - v. Periodic & Proactive Assessments
  - vi. Support periodic DPIA reviews to ensure ongoing compliance with regulatory requirements.
  - vii. Proactively launch assessments for new business processes, with a timeline view for accountability and visibility.
- Design automated vendor assessment workflow.
- Enable seamless sharing of DPIA assessments with data processors and vendors, ensuring end-to-end compliance.
- Provide functionality to add team members and external stakeholders for collaborative assessments.
- Auto-fill assessments using AI leveraging knowledge base of consent artifacts, processors, configurations and data discovery findings.

## **B. Controls, Reporting and Dashboard**

- Real Time Monitoring: Dashboard should provide real time visibility into the initiation, review, approval and closure of DPIAs across all Branches and Business functions.
- SLA Based Time Tracking: The tool must include automated time tracking of each DPIA process step, with configurable Service Level Agreements (SLAs) and dynamic indicators (e.g. red/yellow/green flags) for SLA compliance.
- Alerts and Escalations: Support for automated alerts and escalations to DPOs, Privacy Stewards, or relevant functionaries in case of SLA breaches or pending approvals.
- Branch Wise & Function Wise Compliance Overview: Ability to generate compliance scorecards and dashboards for each branch, Division, Zone, Department or business Vertical.
- Role-Based Access Controls (RBAC): The system should allow differentiated access for
  - DPO – Global access with configuration and oversight privileges
  - Privacy Stewards – Access to DPIAs within their assigned Divisions/Zones/Functions/Verticals
  - Branch/Division/Zone/Central Office – Access to DPIAs initiated or owned by their teams
- The platform must be scalable to onboard all branches and new privacy stakeholders as per future organizational requirements

## **1.6 Implementation & Technology Enablement**

- The Consultant shall support the implementation and closure of all identified remediation actions.
- Design, enable, and operationalize Records of Processing Activities (ROPA).
- Implement and support automated data discovery and data classification tools.
- Ensure that DPDP Act-mandated controls are embedded into applications, systems, and business processes.
- The Bidder shall enable and support automation-driven controls to reduce compliance risk, improve accuracy, and ensure sustained regulatory compliance.

### **1.6.1 Project Management Consultancy-**

- The bidder has to assist in preparation and evaluation of RFPs for on-boarding vendors for procurement of tools related to implementation of DPDP Act.
- The RFPs shall comprehensively cover modules including but not limited to, Consent Management Platform, Digital principal Rights Management, Grievance Redressal, Cookie Consent Management, DPIA tools, Data Privacy Notice Management, Data Breach Management, Compliance reporting & Dashboards, Workflow management, Data Discovery & Mapping, DPDP awareness and implementation portal.
- Provide technical evaluation support for RFP responses
- Ensure workflow automation and continuous DPDP compliance adherence
- Assist in End to End implementation & Integration of the above mentioned tools with LIC environment.
- Maintenance and sustenance of the implemented tools.



- Prior to the onboarding of vendor under the PMC projects the bidder should complete the following aspects from Sec 1.6.2 to 1.6.6. (Indicative list only)

## 1.6.2 Consent Management

- Design, implement, and operationalize an enterprise-wide consent management framework, including requisite policies, procedures, standards, templates, and technical controls, to be uniformly adopted across all products, applications, and internal business functions. The framework shall be fully compliant with the DPDP Act and applicable Rules, and shall support retrospective consent wherever required.
- The framework should be able to cater measures for collection, storage, modification, and withdrawal of consent as well as demonstrating recording of the said process.
- Framing appropriate model consent form (physical/digital) for different category of products/ processes/ purposes as per DPDPA
- Identify the consent collection points across each product/business function and assist the various product owners to integrate DPDPA's consent requirements with in the irrespective consent journeys.
- Assist relevant teams in consent log management, tagging and effectively ensure that consent including its modification and revocation travels with the personal data element
- Develop business requirement document and assist LIC in evaluating vendors for implementing tools to manage consent.
- Actively suggest and participate in tool demos to help LIC to identify the best fit as per its processing needs.
- Identify and connect with various departments/business functions to determine and communicate their accountability and responsibility with respect to consent management.
- Analyze the impact of consent modification/revocation by Data Principals on processes/customer relationship management/business intelligence/marketing leads generation etc.
- Analyze cookie consent and preference management framework with a detailed cookie notice. Integrate the cookie consent across the data processing systems to ensure consensual processing of data collected through cookies.

## 1.6.3 Data Principal Rights Management

- Create Data Principal Rights Management Process with inputs from relevant stakeholders. Assess existing setup for operationalization of this request and assist in new deployment. Understand personal data processing activities across each product/ process and type of personal data processed, in a way data principals can exercise their data privacy rights and raise their grievances.
- Develop Data Principal Rights Management process covering identity verification, recording, validation, and timely response to data principal request.
- Assist in establishing Data minimization and data limitation Principles
- Create a detailed RACI with all stakeholders to ensure tracking of accountability and responsibility of all stakeholders.
- Discuss with relevant stakeholders to obtain their input and signoff.
- Develop business requirement document and assist LIC in evaluating vendors for implementing tools to manage data principal rights.

## 1.6.4 Vendor/ Third party Contract

- Vendor contract remediation and standard contractual clauses of agents, intermediaries, processors and outsourcing partners.
- Privacy-by-design support for new initiatives
- Integrate DPIA with existing Audits to prevent any overlaps and gaps.
- Assessment of rationalization of Quantum of personal data processed and implementation of secure storage, retrieval and disposal mechanism in line with Data minimization principle of sensitive information
- Retention and erasure of historical data taking into account the Act and applicable regulatory guidelines
- Identify all data processors & sharing partners.
- Vendor Data-Sharing Register and standardized DPDP-compliant contractual clauses/templates.

## 1.6.5 Data Breach Management

### A. Regulatory Reporting & Compliance

- Breach reporting mechanism to be in place/facilitated.
- The workflow of breach investigation & intimation should align the requirement as per Rules of the DPDP Act. Seamless reporting to the Data Protection Board and Data Principals.
- Implement the mechanism to maintain a repository of pre-approved templates for quick and compliant breach reporting.
- Show steps taken to contain the breach, demonstrating transparency and trust.

## **B. Final Communication & Documentation**

- Implement the mechanism to send initial and final breach reports to both impacted Data Principals and Data Protection Board
- Maintain an audit trail of all breach-related actions for demonstration of compliance.

## **C. Bulk Breach Notifications**

- Create cohorts of Data Principals to ensure that the notification is only going out to the affected Data Principals.
- Configurable templates for breach intimation, ensuring compliance and clarity.

### **1.6.6 Grievance Redressal Mechanism**

- Create grievance redressal process/workflow to meet the grievance redressal deadlines issued by the Act/Rules
- Connect with legal teams to templatize/frame responses and prevent any risks while responding to the grievances
- Create an RACI/escalation Matrix with oversight from Relevant departments

## **1.7 Training, Operations/Sustenance & Assurance**

### **1.7.1 Training**

- Organization-wide DPDP awareness and training which shall include all stakeholders of LIC such as but not limited to employees, agents, intermediaries, vendors etc.
- LIC will discover the commercial for 200 training sessions and will conduct the trainings as per the actual requirements. Payment will be made on a pro-rate basis. Out of the 200 training sessions 100 may be earmarked for online and the remaining as offline.
- Role-based training and awareness programs
- Tabletop breach simulations
- Training materials

### **1.7.2 DPDP awareness and implementation portal**

As part of the engagement, the Consultant shall design, configure, and operationalize a centralized DPDP Awareness and Self-Certification Portal to enable sustained compliance across Employees, Agents, Intermediaries, and other Authorised users handling personal data.

The portal shall support:

- Role-based DPDP awareness content aligned to the Digital Personal Data Protection Act, 2023 and DPDP Rules, 2025
- Periodic self-certification by users confirming understanding and adherence to DPDP obligations
- Mandatory acknowledgements of DPDP policies, notices, and acceptable data handling practices
- Online assessments with configurable pass/fail thresholds
- Multilingual support aligned to organizational and statutory requirements
- Audit-ready logs capturing training completion, certification status, timestamps, and user identity
- Management dashboards and MIS reports for compliance tracking and regulatory evidence

The Consultant shall ensure that the portal is scalable, secure, and capable of integration with existing identity, HRMS, agency management, or learning platforms, where applicable.

Only the Hardware (VMs), Network Infrastructure, JBoss Enterprise Application Server, RHEL OS, MySQL (if required), will be provisioned for this by LIC on own premise data center, rest all is to be provisioned by Consultant.

Ownership, administrative access, and all artefacts developed under this activity shall vest with LIC.

### **1.7.3 DPDP Program Management, Reporting, Collaboration and Evidence Management Portal**

The Consultant shall **design, configure, and operationalize a centralized DPDP Program Management Portal** to enable end-to-end visibility, governance, and audit readiness of the Organization's DPDP compliance program. The portal shall serve as the **single system of record** for DPDP compliance and shall, at a minimum, support the following capabilities:



#### a) Progress Tracking & Governance Dashboards

- Phase-wise and activity-wise progress tracking against the approved DPDP roadmap
- Real-time dashboards for Management, DPO, Legal, IT, Risk, and Business stakeholders
- KPI and SLA tracking for consent management, grievance redressal, breach notification, DPIA, and vendor compliance
- Automated alerts for overdue actions, SLA breaches, and regulatory risk indicators

#### b) Artifact & Evidence Management

- Central repository for all DPDP artefacts including policies, SOPs, DPIAs, ROPA, consent records, vendor assessments, audit reports, and breach logs
- Version control, approval workflows, and change history for all artefacts
- Secure, role-based access to evidence for audit and regulatory inspections
- Tagging and linkage of artefacts to relevant DPDP Act sections and Rules

#### c) Collaboration & Workflow Management

- Task assignment, dependency tracking, and closure workflows across business, IT, legal, and vendor teams
- In-platform collaboration features including comments, clarifications, and document review
- Escalation workflows aligned to DPDP governance and DPO oversight
- Support for internal and external stakeholders (e.g., consultants, auditors) with controlled access

#### d) Audit, Inspection & Regulator Readiness

- On-demand generation of audit packs and compliance reports
- Evidence traceability from regulatory obligation → control → artefact
- Time-stamped logs demonstrating accountability and due diligence

#### e) Security, Scalability & Integration

- Role-based access control and secure authentication
- Scalability to support large user bases including employees, agents, and intermediaries
- Capability to integrate with existing enterprise systems such as IAM, HRMS, Agency Management Systems, ticketing tools, or document management platforms, where applicable

All configurations, dashboards, workflows, and artefacts created under this activity shall be **owned by the LIC**, and the portal shall be capable of continued use beyond the Consultant's engagement.

Only the Hardware (VMs), Network Infrastructure, JBoss Enterprise Application Server, RHEL OS, MySQL (if required), will be provisioned for this by LIC on own premise data center, rest all is to be provisioned by Consultant. Ownership, administrative access, and all artefacts developed under this activity shall vest with LIC.

#### 1.7.4 Operations\Sustenance & Assurance- Support in managing privacy operations. The activities will include-

- Providing assistance to the DPO office
- Assisting the DPO office in operational activities
- Assistance in planning monthly meetings with the Board and its Committee
- Monitoring the KPIs of the DPO office
- Review and updating of existing in-scope data privacy procedures in alignment with DPDPA
- Assistance in compliance with final DPDP rules, including:
- Designing of FAQs for handling of data principal rights management procedure
- Marketing communication script
- Social media disclaimers
- Online data principal rights form
- DPIA execution and monitoring
- Internal and third-party audits
- Regulatory inspection support as per DPDP Act and other laws of the land.
- Continuous compliance monitoring and dashboards
- Data Breach communication to Data board and customers.
- Incident management and response framework
- Establishment of periodic DPDP compliance reporting mechanism to senior management and appropriate board level/committee of LIC
- Perform PBD (Privacy by Design)
- Respond to Data Principle Access Rights

- Provide PMC (Project Management Consultant) support for any privacy tool/technology implementation
- Revalidation/Reassessment to validate closure of gaps identified in the initial Gap Assessment & DPIA exercise.
- DPDP awareness and implementation portal

## 1.8. Deliverables

- Gap Assessment Report
- Implementation Roadmap
- Applicability Assessment Report
- Personal Data Inventory and Data Flow Diagrams
- Privacy Framework, Policies and SOPs
- Notices and Consent Templates
- DPIA Reports
- ROPA
- Tool RFP and technical evaluation report.
- Training Materials, workshops, seminars, webinars and monitor progress
- Governance Dashboards
- Reassessment Report

## 2. Continuity

The bidder agrees for the following continuity arrangements to ensure the business continuity of LIC:

- In the event this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to LIC and to any new contractor engaged by LIC, for the smooth switch over and continuity of the Services.
- In the event of failure of the Service Provider to render the Service, without prejudice to any other right LIC shall have as per this Agreement, LIC at its sole discretion may make alternative arrangements for getting the Services from any other source. And if LIC gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall be liable to reimburse the expenses, if any incurred by LIC in availing such services from the alternative source.

## 3. Compliance with IS Security Policy:

The Vendor shall have to comply with LIC's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- Responsibilities for data and application privacy and confidentiality;
- Responsibilities on system and software access control and administration;
- Custodial responsibilities for data, software, hardware and other assets of LIC being managed by or assigned to the Vendor;
- Physical Security of the facilities;
- Physical and logical separation from other customers of the Vendor;
- Incident response and reporting procedures;
- Password Policy;
- Access management Policy;
- Acceptable usage Policy (Authentication and Identity Management, Authorization and access control);
- Data Encryption / Protection requirements of LIC;
- Cyber Security Policy;
- Auditing;
- In general, confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured as per DPDP Act and DLP.
- Responsibilities in carrying out background verification of personnel deployed from vendor side regularly and submit the report as and when needed by LIC;

## 4. Right to Audit

- It is agreed by and between the parties that the Service Provider shall get itself annually audited by external empanelled Auditors appointed by LIC/ inspecting official from the IRDAI or any regulatory authority, covering the risk parameters finalized by LIC/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to LIC and the vendor shall submit such certification by such Auditors to LIC. The vendor and or his / their outsourced agents /sub – contractors (if allowed by LIC) shall facilitate the same. LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and

- process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by LIC
- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by LIC or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to LIC regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed. All costs for such audit shall be borne by the service provider/vendor.

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

## **5. Survival**

The following are general clauses which survive the termination and expiry of the contract.

- ❖ Intellectual Property Rights;
- ❖ Indemnity;
- ❖ Insurance;
- ❖ Confidentiality and privacy;
- ❖ Protection of personal information;
- ❖ Security;
- ❖ Audit and access; and
- ❖ Knowledge transfer
- ❖ Warranty

If for any reason whatsoever, 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.

## **6. Severability**

If for any reason whatsoever, 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.

## **7. Knowledge transfer:**

Vendor must transfer/provide LIC access to all information stored on termination or expiration of the contract. Duration of Knowledge transfer shall in no event exceed 90 days

## **8. Land Border Clause:**

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

## **9. 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

### **Prices**

- a. Prices payable to the vendor will be fixed as derived from the Final L1 quote after Online Reverse Auction (if Online Reverse Auction is not held, the lowest price discovered through Commercial Bid) and will be exclusive of GST. Prices once fixed will be valid throughout the entire contract period.
- b. 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. The prices will not be subject to variation on any account.

## **10. Service-Delivery and Project Management:**

The selected vendor will have to post an onsite Project Manager immediately after the signing of the Contract. The details of the Project Manager should be conveyed in writing to LIC within 1 weeks of receipt of purchase order. The onsite Project Manager will be required to be posted for the entire implementation period and has to sit on site at LIC-CO-ERM/CSD, Mumbai office. The onsite Project Manager should have the following minimum profile:

- Minimum Qualification & Credentials - Graduate / Post-graduate; PMP / PRINCE2 or equivalent Law / Compliance / IT background; recognized privacy certification.
- Minimum experience of 10 years (incl. 3 years in large PSU / BFSI programmes), 8 years in data protection / regulatory compliance
- Recommended Certifications/ Credentials (DPDP – Aligned) – PMP/ PRINCE2 practitioner; ITIL; PSU/BFSI delivery governance

The responsibilities of the On-site Project Manager as a part of support are as follows (*indicative but not exhaustive*):

- Act as a Single Point of Contact (SPOC) for the entire project
- Responsibility for the entire execution & management of the project after receipt of purchase order.
- Overall monitoring of project
- Coordination for Delivery/Installation of New hardware in stipulated time frame
- Call flow management, Quality Service Delivery
- On-site Team management
- Overall monitoring and management of project
- SLA management and reporting
- Submission of periodical Reviews and reports required by LIC.
- Crisis management and Emergency response procedures.
- Preparation and submission of detailed Project documentation to LIC (Purchase Order wise) and progress of initiatives taken by LIC.
- He should be placed at LIC premises during LIC's office hours. However, the hours may be extended whenever required.

The Vendor shall submit to ED (ERM), CO, Mumbai the name and contact details, including address; telephone number, mobile number, and FAX number/email address of the nominated Project Manager.

It is mandatory for the concerned Project Manager to have structured meeting with the ED (ERM)/ CISO/ DPO/ Secy (ERM-IT-CSD)/ Dy.Secy (ERM-IT-CSD), ERM-IT-CSD Section of Central Office once a week, preferably on Monday, during the implementation period from the date of receipt of the first Purchase Order by the vendor. Weekly meetings should be held till the project is entirely rolled out.

In short, Onsite Project Manager shall carry out and coordinate the various tasks involved in the project like Project scheduling, tracking, monitoring, identifying risks, liaisoning with all stake holders (*OEM, vendor's back-end teams etc.*) and reporting to LIC on the overall progress of the project, etc. No charges will be payable by LIC for the onsite Project Manager.

## **11. Resource Deployment**

Bidder shall deploy qualified resources with valid certification and experience for conducting the in-scope activities at LIC Premises. Bidder shall deploy below given minimum number of resources and all the departments of the offices / locations mentioned above need to be covered as part of scope.

Sr. No.	Phase / Activity Area	Minimum No. of Officials	Role / Designation	Minimum Qualification & Credentials	Minimum Experience
1	Overall Engagement	1	Engagement Director / Programme Sponsor	Post-graduate in Management / Law / Technology; Data Privacy certification (CIPP, CIPM or equivalent)	15 years (incl. 5 years in privacy / regulatory compliance)
2	Project Governance & Delivery	1	Project Manager / Engagement Lead	Graduate / Post-graduate; PMP / PRINCE2 or equivalent	10 years (incl. 3 years in large PSU / BFSI programmes)
3	Comprehensive Gap and Applicability Assessment	6	DPDP / Privacy Subject Matter Expert	Graduate in Engineering / IT / Computer Science / Information Security And CISSP/CIPP (E/A) /CIPM/CIPT/ISO 27701 (LI/LA) Certification	Minimum 5 years in data protection, privacy, information security, regulatory compliance with demonstrable experience in DPDP Act
4	Data Discovery and Mapping	4	Data Privacy Consultant(s)		
5	DPDP Framework, Policy and Design	4	Information Security /Privacy Technology Expert		
6	PMC (Project Management Consultant)	4	Vendor Risk / Contract Specialist		

7	Implementation and Technology Enablement	4	Policy & Documentation Specialist		
8	Operations, Training and Compliance Assurance	4	Training & Change Management Specialist		
9	Post Implementation	4	Compliance / Audit Support Specialist		

**Note:**

- The provision of on-site support is required on-premises in Mumbai.
- LIC will conduct interviews of the proposed resources. It reserves the right to reject any resource which is not suitable for the proposed role.
- All the deployed resources will be monitored based on their skills and performance for the initial six months of the project. In case the performance of the deployed resources is not up to the mark during this period, LIC reserves the right to replace such resources. In this case, the Bidder has to onboard suitable resource with relevant skillset at no additional cost to the LIC.
- In case of exigencies, or as and when required

## **12. Onsite Support Services:**

The successful Bidder has to provide throughout the contract period, the services of an onsite support personnel at Central office (IT), Mumbai with the qualifications and Experience as described below. As per the changing business needs, LIC may ask the Personnel to report for duty in different Time Windows as per the need of LIC.

The successful bidder has to submit a Background Verification Report conducted by Police of all resources deployed (onsite resource and Project Manager).

### **Onsite support personnel requirement:**

- All onsite resources shall meet the Minimum Qualification and Minimum Experience requirements as specified in point 11 above.
- Onsite resources shall possess sound working knowledge of the respective phase for which they will be on-boarded as specified in point 11 above.
- All onsite personnel shall be full-time employees on the payroll of the selected vendor. Engagement of outsourced, subcontracted, or third-party personnel shall not be permitted.
- To ensure seamless execution across all project phases, onsite resources shall coordinate closely with LIC's internal departments, stakeholders, and designated teams, and shall proactively support issue resolution.
- Each onsite resource shall have a designated backup resource with comparable skills and qualifications to ensure continuity of operations during leave, absence, or contingencies
- Onsite resources shall be deployed at LIC premises during LIC's normal office hours. Working hours may be extended, as required, to meet project timelines and operational needs, without additional cost.
- If the performance is not up to the mark, the Personnel may have to be changed, if LIC so requests.
- The vendor shall provide the background verification, including Police Clearance Report of the onsite resources.

### **Submission of CV, selection of the onsite Engineers by LIC, other conditions:**

Following conditions shall be applicable regarding the onsite support:

- Details of the concerned candidates along with his/her Curriculum Vitae (CV) are to be provided to LIC along with the photo-identity and supporting documents (duly verified and attested by vendor) within 1 weeks from the date of issue of purchase order/Letter-of-Intent.
- If required, the candidates (for onsite support at LIC) may be interviewed by LIC officials or LIC's consultant or persons nominated by LIC; including hands on troubleshooting etc. based on which the candidate will be assessed and shortlisted.
- If the candidate is not found to be suitable, vendor will have to provide an alternate candidate. The selected candidate has to report to the LIC, within 2 weeks of being intimated of the selection by LIC.
- Shortlisted candidates will also form a standby pool for LIC. Engineers from this pool only will be accepted by LIC for the onsite support (including the standby resource). In case of attrition/resignation, the pool has to be updated on regular basis following the process defined above.
- In case of a person going on leave, suitable replacement shall be provided from the pool for that leave-period failing which penalty as per the SLA conditions shall be applicable.
- If any on-site support person leaves before expiry of one year, penalty as per SLA conditions shall be applicable. This will be cumulative in nature for each occurrence.
- In case the on-site support person is to be changed by the vendor, minimum of one-and-half month (45 days) advance notice shall be given by the vendor to LIC. Additionally, an overlapping period of at least 21 days has



- to be there between the new and old engineer failing which penalty as per SLA conditions shall be applicable
- h. On-site support person may have to be changed by the vendor, if LIC so desires. Notice period for the same will be of 30 days from LIC.
- i. The selected vendor will also have to earmark an Offsite resource for LIC, who will act as the advisor/consultant for issues and may have to come for meeting at LIC and work on the new initiatives that LIC may take from time-to-time. No charges will be payable by LIC for this purpose

**SUPPORT PLAN:** The Bidder should provide a detailed plan on the implementation support for the Digital Personal Data protection Act.

**SUPPORT PROCESS REQUIREMENT:**

- a. The vendor shall provide an escalation matrix in consultation with the ERM/IT/CSD Department, Central Office, and LIC for different categories of support calls.
- b. The vendor has to comply with the following attributes:
  - LIC has a right to review their processes
  - SOPs for the processes.
  - LIC has a right to assess the skill sets of vendor resources.
  - Advance information about the resources deployed is to be communicated and proper hand-over of charge with complete documentation has to be done for the new resources, which should be approved by LIC.
  - All necessary steps/changes have to be effected in security infrastructure as per the requirements of ISO27001, Certifying Authority/ Body etc. or any third party security audit / inspection report.

Note:

- No telephone connection/laptop/desktop will be provided by LIC to the onsite support persons.
- The on-site support may also be required to work on Sunday/LIC holidays or beyond office hours on working days, for which an advance notice will be given.

## Section-F: Payment Terms

- 1) No advance payment or interest payment will be made by LIC.
- 2) Payment will not be released till the completion of the in-scope activities.
- 3) Payments will be made as per table given below based on activities completed Phase wise as per Scope of Services subject to bidder completing in-scope activities for the agreed project plan. LIC reserves the right to temporarily withhold payment and impose penalty, if it is not satisfied with progress made during that period or if there is delay in activity timelines
- 4) LIC reserves the right to temporarily withhold payment and impose penalty, if it is not satisfied with progress made during that period or if there is delay in activity timelines.
- 5) LIC shall make payments in Indian Rupee (INR) on receipt of invoice, after deduction of penalties and applicable taxes at source from the agreed price to the selected bidder.
- 6) The payment will be released by ERM-IT-CSD department, Central Office. Payment related objections, if raised after 3 months from the date of release of payment, will not be entertained. Such objection must be raised in writing.
- 7) The bidder 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, bidder 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.
- 8) In the event of replacement of any part of the system, it should be done with a part of equivalent or higher configuration which should be compatible with the system.
- 9) Warranty shall include software upgrades, updates, patches, hot fixes and service support without charging any additional cost to LIC. The technology providers, including OEM will be required to submit a written undertaking, explicitly stating their commitment to provide full technical, spares, operational and maintenance support to LIC during the warranty period.
- 10) In all other cases:
  - a) Following documents will be required to be submitted for release of payment:
    - i) Invoice printed on bidder's own letterhead (with reference to Purchase order, description of goods/ services delivered, quantity, unit price, total amount)
    - ii) Proof of payment of GST/Octroi / Entry Tax (wherever applicable)
    - iii) UV Certificate (wherever applicable) duly signed and stamped by the bidder, and counter-signed by the LIC officials from the concerned project/department of LIC.



Sr. No.	Milestones	Payment (of total contract value)
1	Comprehensive Gap and Applicability Assessment	Fifteen percent (15%)
2	Data Discovery and Mapping	Fifteen percent (15%)
3	DPDP Framework, Policy and Design	Ten percent (10%)
4	PMC (Project Management Consultant)	Ten percent (10%)
5	Implementation and Technology Enablement	Twenty percent (20%)
6	Operations, Training and Compliance Assurance	Thirty percent (30%)
7	Post Implementation	As per Commercials

The Amount against Penalties (as per SLA) if any will be recoverable from payments **OR** from performance Bank Guarantee **OR** from any other payment due to the Bidder.

**For Payment against Onsite Services:**

Payment for the Onsite Services will be done on quarterly basis at the end of each quarter on production of the following:

- Invoice for the amount payable quarterly.
- Performance Report of the onsite Personnel.
- The Performance report will be given by LIC administrators considering the various attributes of the Personnel related to the project deliverables.
- Verification of “Service level agreements” defined in this bid.

The Amount against Penalties if any will be recoverable from any payment due to the vendor **OR** from performance Bank Guarantee.

**TIME SCHEDULE FOR DELIVERY AND INSTALLATION**

The total duration of the engagement for implementation shall be five (5) years, equivalent to sixty (60) months, from the date of issuance of the Letter of Award (LoA), subject to extension at the discretion of LIC.

Sr. No.	Milestones	Timelines (T=Date of Letter of Award)
1	Submission of receipt of Purchase Order within 7 days of being intimated by LIC	7 days
2	Submission of PBG within 15 days of being intimated by LIC	15 days
3	Submission of contract/SLA form within 30 days of being intimated by LIC	30 days
4	Commencement of the project	Within 7 days from the date of Contract / SLA execution
5	Comprehensive Gap and Applicability Assessment	T+12 weeks
6	Data Discovery and Mapping	T+12 weeks
7	DPDP Framework, Policy and Design	T+12 weeks
8	PMC (Project Management Consultant)	T+12 weeks
9	Implementation and Technology Enablement	T+40 weeks
10	Operations, Training and Compliance Assurance	T+40 weeks
11	Post Implementation	As per RFP

**If the above time-schedule is not adhered to, the penalty as per SLA shall be applicable.**

1. Delay beyond four (4) consecutive weeks in any phase will be dealt with as follows:-
  - (i) LIC may cancel the purchase order placed which will be conveyed to the vendor in writing.
  - (ii) The penalty clause as mentioned in SLA will be applicable.
  - (iii) Deductions of penalty will be made from any amount payable to the vendor by LIC.
  - (iv) Any other amounts that may become recoverable from the vendor will be recovered from any available Bank Guarantee(s)/Performance Bank Guarantees under this bid.
  - (v) Recovery of further amounts over and above the available Bank Guarantee(s) etc.
  - (vi) LIC may terminate the contract.

## Section-G: Service Level Agreement (SLA)

Once the Bid of the successful bidder is accepted by LIC, the Bidder shall enter into a Service Level Agreement (SLA) with the LIC in the LIC's prescribed format, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.

The contract will be for a period of 5 years. The overall penalty including LD is capped at maximum 10% of TCO; beyond which LIC may invoke Termination of Contract, as per LIC's discretion. Further, LIC may terminate the contract (fully/partially) and may invoke the BG to recover any amount due to LIC. LIC reserves its right to recover the amounts by any mode such as adjusting from any payments to be made by the LIC to the company.

Regulatory authority may inspect facilities of successful bidder for 2 years beyond the contract period and successful bidder shall extend full cooperation in carrying out of such inspection.

Bidder must arrange the resource ONSITE for this project failing to which LIC will impose penalty as per mentioned below, per resource per day during contract period. In case of absence of any of the resources, standby manpower shall be provided by the bidder of equivalent or higher qualification to meet the agreed strength for each team. If LIC is not satisfied with the performance of the standby personnel, LIC may not accept such standby manpower.

SN	Description/ Deliverable	Penalty
1	<b>Phase 1 - Delivery of Comprehensive Gap and Applicability Assessment</b> - Applicability Assessment Report, Comprehensive DPDP Gap Assessment Report, Data Protection Impact Assessment (DPIA) Report, Risk Classification and Risk Categorization Matrix, Impact Analysis, Prioritized Remediation Roadmap Mapped to DPDP Act Provisions	0.2 % of the total PO value per week of delay
2	<b>Phase 2 - Data Discovery and Mapping</b> - Enterprise Personal Data Inventory, Data Flow Diagrams, Single Source of Truth, Cross-Border Data Processing Mapping	0.2 % of the total PO value per week of delay
3	<b>Phase 3 - DPDP Framework, Policy and Design</b> - Approved DPDP Governance Framework, DPO Governance Framework. Policies, Guidelines, and Standard Operating Procedures (SOPs), Privacy Notices and Consent Artefacts, DPIA Templates. Identification of Data and Process Owners, Data Principal Rights Policy	0.2 % of the total PO value per week of delay
4	<b>Phase 4 - PMC (Project Management Consultant)</b> - RFP for Procurement of Privacy Automation Tool (e.g. Consent Management System, Data Principal Rights Management, Data Protection Impact Assessment (DPIA) Automation, Data Breach Management, Grievance Redressal Management, Privacy Controls Implementation, Compliance Reporting and Dashboards)	0.2 % of the total PO value per week of delay
5	<b>Phase 5 - Implementation and Technology Enablement</b> - Record of Processing Activities (ROPA) Register, Implementation and Integration Reports, Privacy Automation Tool Documentation, Integration of Privacy Automation Tools with LIC Applications, Third-Party Privacy Clause Implementation, Privacy by Design for New Initiatives, Data Privacy Audit	0.2 % of the total PO value per week of delay
6	<b>Phase 6 - Operations, Training and Compliance Assurance</b> - DPDP Training Completion Reports, Compliance Dashboards (Governance, DPIA, and Related Metrics), Incident Management and Response Framework, Audit Support Artefacts, Final DPDP Compliance Readiness Report	0.2 % of the total PO value per week of delay
7	<b>Phase 7 - Post Implementation</b> - Post-Implementation Training, Compliance Monitoring and PMC Activities, Periodic Data Privacy Audit, Updation of Data Inventory and Data Flow Diagrams (DFD), Periodic Data Protection Impact Assessment (DPIA), Data Breach Management, Implementation of New Developments as per DPDP Act Requirements. PMC Maintenance and sustenance	0.2 % of the total PO value per week of delay

8	The details of Project Manager are not communicated to LIC within 1 week of receipt of PO	Rs. 500/- per day subject to maximum of Rs. 5000/-
9	Delay in posting of on-site support Personnel beyond 2 weeks from the date of issue of purchase order for security products.	Rs. 500/- per day per resource subject to maximum of Rs. 5,00,000/-
14	Delay in providing complete escalation matrix for on-site support beyond 1 week from date of issue of PO	Rs. 500/- per day subject to maximum of Rs. 5000/-
15	If the first (introductory) meeting is not held within 1 week from the date of receipt of the first Purchase Order and/or escalation matrix is not submitted.	Rs. 500/- per day subject to maximum of Rs. 5000/-
16	If structured weekly meetings are not held (by the Project Manager) with ED (ERM)/ CISO/ DPO/ Secy (ERM-IT-CSD)/ Dy.Secy (ERM-IT-CSD), ERM-IT-CSD Section.	Rs.500/- for each meeting not held.
17	If CV and certified documents of the proposed candidates are not submitted within 1 week from date of Purchase Order (PO)	Rs.500/- per day per resource.
18	The on-site Personnel should be present in LIC's premises as per the RFP conditions.	Double the proportionate amount for the relevant onsite support charges will be deducted for any non-compliance.
19	If the on-site Personnel leaves before expiry of 1 year for reasons other than death and hospitalisation.	10 % of the Annual on-site charges for the first incident, to be incremented by 5% for each repetition. The number of such occurrences shall be reckoned from the date of purchase order for on-site support. The Personnel may have to be changed, if LIC so requests. If LIC requests for a change, SI will be given a buffer of not more than 30days to suitably replace the Personnel.
20	In case bidder wants to change the onsite support person, minimum of one-and-half month (45 days) advance notice shall be given by the bidder to LIC. If not done, penalty will be imposed.	Penalty of Rs.1,000/- per instance.
21	In case bidder wants to change the onsite person, an overlapping period of at least 21 days has to be there between the new and old onsite support person. If not done, penalty will be imposed	1% per day of the relevant onsite support.
22	In case LIC wishes to get the onsite person changed, if replacement from the identified pool is not provided within 30 days.	1% per day of the relevant onsite support.

**Penalty caps:**

- ❖ The maximum penalty applicable for each phase of project implementation shall be capped at 10% of that phase as per Commercials.

EXECUTIVE DIRECTOR (ERM)

## Section-H: ANNEXURES

### 1) Annexure-I: Covering Letter

To,  
The Executive Director (ERM), Life  
Insurance Corporation of India  
Central Office, IT Dept.,  
2nd Floor, Jeevan Seva, S.V. Road, Santa Cruz  
(West), Mumbai 400 054

Sir,

LIC's RFP Ref. No: **Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026**

**Reg.: On boarding Consultant for Implementation of Digital Personal Data protection Act, 2023 and Rules 2025**

Having examined the RFP document, terms and conditions including all Annexures the receipt of which is hereby duly acknowledged we, the undersigned, offer to supply, deliver, install, maintain, manage equipment's / devices / appliances, in conformity with the said RFP documents in accordance with the schedule of prices attached in the commercial bid and made part of this tender.

We hereby agree and accept all the clauses/terms and conditions mentioned in the RFP document 14/01/2026 and also subsequent modifications dated \_\_\_\_\_2026.

**We understand that,**

- 1) LIC is not bound to accept the lowest or any bid received, and may reject all or any bid.
- 2) If our Bid for this RFP/tender is accepted, we undertake to enter into and execute at our cost, when called upon by LIC to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- 3) If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- 4) If we fail to accept the L1 price arrived at on the basis of commercial bid and/or reverse auction (despite having accepted the terms and condition for the same in our bid document), LIC has full rights to forfeit the earnest money deposit (EMD) of Rs.20, 00,000/- (Rupees Twenty Lakhs Only) submitted to LIC by us after the bidding process is complete. LIC shall reserve the right for not informing us/seeking our permission before doing so.

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_2026**

**Thanking you,**

**Yours faithfully**

**Authorised Signatory,  
For \_\_\_\_\_(Company name)**

**Company Seal**

## 2) Annexure-II: Company profile and other information

To,

The Executive Director (ERM), Life  
Insurance Corporation of India  
Central Office, CSD Dept., 2nd  
Floor, Jeevan Seva, S.V. Road, Santa  
Cruz (West), Mumbai 400 054

### Application form for the Eligibility of the bidder

**Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026**

#### **A. Company Details/Bidder's Profile :-**

Name of the company:		
Type of the Company [Govt./PSU/Pub.Ltd/Pvt Ltd/JV etc.]		
Address of Corporate Office (HQ)		
Sales Tax registration number and date of registration		
GST Registration Number and date of registration		
Year of Incorporation of the company		
Turnover and profit of the Company   Financial Years : 2022-2023  2023-2024  2024-2025	Turnover (Rupees in Crore up to 3 decimals)	Profit Before Tax (Rupees in Crore up to 3 decimals)
Address for communication :		
Official Web Site (URL) :		
Contact persons details :  <ul style="list-style-type: none"> <li>▪ Name:</li> <li>▪ Designation:</li> <li>▪ Phone (O):</li> <li>▪ Fax (O):</li> <li>▪ Cell No.:</li> <li>▪ E-mail ID:</li> </ul>	<u>First Person:</u>	

<ul style="list-style-type: none"> <li>▪ Name:</li> <li>▪ Designation:</li> <li>▪ Phone (O):</li> <li>▪ Fax (O):</li> <li>▪ Cell No.:</li> <li>▪ E-mail ID:</li> </ul>	<u>Second Person:</u>
Any other relevant information bidder would like to submit, which is not covered in the above points :	

**B. Details of the EMD (Bank Guarantee) :-**

Description	Rs. 20,00,000/- towards EMD
Bank Guarantee details :	
Name and address of the Bank :	

**C. Eligibility information/Compliance :-**

Sl. No.	Eligibility Parameter	Eligibility Requirement	Supporting Document to be Submitted
1	Legal Status	The bidder shall be a company / LLP / partnership firm registered under applicable laws and in operation for a minimum of ten (10) years. <b>(Refer to Appendix 1)</b>	Certificate of Incorporation / Registration
2	Legal Status	The Bidder should hold a valid GST registration and PAN Card. <b>(Refer to Appendix 1)</b>	Attested copies of documentary proof.
3	Information Security Certification	Bidder has valid Accreditations mentioned here under <ul style="list-style-type: none"> <li>• ISO:9001 2015 Certification/</li> <li>• ISO/IEC:27001:2022 Certification/</li> <li>• ISO 27701:2019 Certification</li> </ul>	Copies of relevant Certificates
4	Financial Capability	The bidder must have an average annual consolidated global turnover of not less than INR 500 Crore during the last three (3) audited financial years.  For start-ups/MSMEs, the Bidder must have an average annual turnover of minimum Rs. 20 crore per annum during the last 03(three) financial year(s) i.e., FY2022-2023, FY2023-2024 and FY2024-2025 <b>(Refer to Appendix 1)</b>	Audited Financial statements / balance sheet /CA Certificate for the respective financial years.  Bidders registered with NSIC/MSME, to provide valid NSIC/MSME Certificate along with Audited Financial statements / balance sheet /CA Certificate for the respective financial years.
5	Financial Capability	The bidder should be in operating-profit (EBITDA i.e. Earnings before Interest, Tax, Depreciation & Amortization) during the last 03(three) financial year(s) i.e., FY2022-2023, FY2023-2024 and FY2024-2025. <b>AND</b> The net worth of the bidder should be positive as on RFP date <b>(Refer to Appendix 1)</b>	Audited Balance sheet, Profit/Loss statement of the firm of last three financial years.  Certified letter from a CA clearly mentioning Turnover, Net profit and Net Worth.CA Certificate in this regard should be without any riders/qualification.



6	Global Network Presence	The bidder must be part of a global professional services network operating in at least fifty (50) countries with established privacy and regulatory practices.	Declaration along with global presence details
7	Experience in Data Privacy & Regulatory Compliance	Minimum Five (5) years of global experience in data privacy advisory and compliance including GDPR / CPRA / PDPA or equivalent regulations <b>(Refer to Appendix 2)</b>	Self-certification along with at least one (1) client reference for a project that was initiated before 14.01.2021. Purchase order to be submitted.
8	Large BFSI Experience	Execution of at least two (2) enterprise-wide data privacy implementation assignments for BFSI organizations having business volume / AUM exceeding INR 1,00,000 Crore. <b>(Refer to Appendix 3)</b>	The bidder should submit details as per format under Annexure II and Annexure-V along copies of the Letter of Acceptance (LoA) / work order/ contract/ completion certificate/ client references/ confirmation email for relevant experience.
9	Manpower Strength	Dedicated global privacy practice with minimum 100+ privacy professionals, including at least 20 certified privacy subject matter experts. <b>(Refer to Appendix 4)</b>  Any one relevant certification (CISSP, CIPP, CIPM, CIPT, or ISO 27701)	Declaration for privacy professionals on company letter head duly signed by the authorized signatory of the bidder. And CVs of the 20 certified privacy subject matter experts with details of experience and qualification on company letter head duly signed by the authorized signatory of the bidder. Details to be provided: Name Designation Years of experience Detailed description of experience Qualifications Certificates (if any) Declaration on company letter head duly signed by the authorized signatory of the bidder.
10	Country of Origin Compliance	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017 as amended in 2024.  OR The bidder is from such a country and has been registered with the competent authority i.e. the Registration Committee constituted by the department for Promotion of Industry and Internal Trade , as stated under Annexure to the said Office memorandum/ Order and we submit the proof of registration herewith	Undertaking as per Annexure-XII and copy of certificate of valid registration with the competent authority (If applicable)
11	Conflict of Interest	The bidder shall not have any conflict of interest affecting execution of the assignment.	Undertaking on bidder's letterhead
12	Blacklisting	The bidder should not be blacklisted or debarred by any Government / PSU / Regulatory Authority in India or abroad. <b>(Refer to Annexure-IV)</b>	Self-declaration on bidder's letterhead
13	Presentation	The bidders have to provide technical presentation on the in-scope services and eligibility criteria. The schedule and venue of the same will be conveyed accordingly.	Will be evaluated by Committee of LIC officials

**Note:**

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

**Appendices**

**1. Appendix 1:**

#	Date of issue	Issuing Authority	Address of the Organization	Pg. No. in current document
<b>Certificate of Incorporation issued by Registrar of Companies</b>				
#	Number	Date of issue		
<b>PAN Card</b>				
<b>GST registration</b>				

- Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.
- Attested copies of documentary proof of valid GST registration and PAN Card.
- The Bidder should have a minimum annual turnover of Rs. 500 Crore in previous three financial years ((2022-2023, 2023-2024 and 2024-2025).
- For bidder applying under MSME the bidder should have a minimum annual turnover of Rs 20 Crores in previous three financial years (2022-2023, 2023-2024 and 2024-2025)
- The Bidder should have a positive net worth in previous three financial years (2022-2023, 2023-2024 and 2024-2025).

Bidder to provide applicable signed documents audited Balance sheet, Profit/Loss statement of the firm.

#	Financial Year	Total turnover (INR)	EBITA	Pg. No. in current document
<b>1</b>	<b>2022-2023</b>			
<b>2</b>	<b>2023-2024</b>			
<b>3</b>	<b>2024-2025</b>			

**Note:** Bidders registered with NSIC/MSME, to provide valid NSIC/MSME Certificate.

**2. Appendix 2:**

Copies of the Letter of acceptance (LoA) /work order/ purchase order/ contract/ completion certificate/ client references/ confirming relevant experience is to be shared in format mentioned below.

#	Name of Organization	Date of P.O/Contract	Project Duration (in years)	Scope	Pg. No. in current document
<b>1</b>	<b>ABC</b>	<b>DD-MM-YYYY</b>			
<b>2</b>	<b>DEF</b>	<b>DD-MM-YYYY</b>			
<b>3</b>					

**3. Appendix 3:**

Copies of the Letter of acceptance (LoA) /work order/ purchase order/ contract/ completion certificate/ client references/ confirming relevant experience. Execution of at least two (2) enterprise-wide data privacy implementation assignments for BFSI organizations.

Provide detailed experience on handled assignments/ Services related to data privacy implementation assignments for BFSI organizations as per DPDPA Act and Rules.

#	Experience areas	Name of Organization	Date of P.O/Contract	Project Duration (in years)	Pg. No. in current document
1		ABC	DD-MM-YYYY		
2		DEF	DD-MM-YYYY		
3					

#### 4. Appendix 4:

Provide details of 20 personnel (Multiple certificate holders shall be counted once only) as per eligibility Criteria.

#	Resource Name	Certification Name	Certification Number /ID	Certificate Issuance Date	Certificate Expiry Date	Pg. No. in current document
1						
2						
3						

(Note: Any wrong or incorrect information or suppression of facts will lead to disqualification.)

I certify that the above mentioned information and the relevant annexure and enclosures are true and correct.

SIGNATURE

Authorised Signatory

Date:  
Place:

Name:  
Designation:  
Mobile No. :  
E-mail ID:  
FAX No.

Official Seal of the company

j. **Annexure–III: Self Declarations**

**Tender Reference No: Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026**

To,

The Executive Director (ERM), Life  
Insurance Corporation of India  
Central Office, CSD Dept., 2nd  
Floor, Jeevan Seva, S.V. Road,  
Santacruz (West), Mumbai 400 054

Dear Sir,

We hereby declare and confirm that:

- a. We have the proven capability to perform the entire scope of the assignment without outsourcing the same to any third party.

SIGNATURE

Authorised Signatory

Name:  
Designation:  
Mobile No. :  
E-mail ID:  
FAX No.

Date:  
Place:

Official Seal of the company

k. **Annexure-IV: Declaration regarding non-Blacklisting**

**Tender Reference No: Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026**

To,  
The Executive Director (ERM), Life  
Insurance Corporation of India  
Central Office, CSD Dept., 2nd  
Floor, Jeevan Seva , S.V. Road,  
Santacruz (West), Mumbai 400 054

This has reference to the LIC's Tender Reference No: **LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026**, for On boarding Consultant for Implementation of Digital Personal Data protection Act, 2023 and Rules 2025 at the locations specified by Life Insurance Corporation of India. We \_\_\_\_\_ (name and address of the bidder) hereby confirm that we have not been black-listed/de-barred by any Govt./ PSU/ BFSI organization/ Government Departments in India, including LIC, as on date of submission of the bid. Also, there has been no occasion of disassociation with any of our customers in India on account of delayed/defaulted deliveries or services during last three years.

SIGNATURE

Name:

Designation:

Authorised Signatory

Date: \_\_\_\_\_ " 2025

Place:

Company Seal

1. **Annexure-V: Bidder's Experience on boarding Consultant for Implementation of Digital Personal Data protection Act, 2023 and Rules 2025**

**Tender Reference No: Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026**

**A. Information of the projects undertaken:**

Financial year (based on Purchase order)	Name of the client for whom projects undertaken	Project details	OEMs	Name, designation and contact details of representing the client for the purpose of reference	Order Value in Crore

I certify that the above mentioned information and the relevant Annexures and enclosures are true and correct. *(Please attach documentary evidence like PO copy, certificate from the customers etc.)*

Authorised Signatory

Date:  
Place:

Name:  
Designation:  
Mobile No. :  
E-mail ID:  
FAX No.

Official Seal of the company



m. **Annexure-VI: Bank Guarantee Format for E.M.D.**

This Deed of Guarantee is executed by the \_\_\_\_\_ (Bank name) a Scheduled bank within the meaning of the Reserve bank of India Act and carrying out banking business including guarantee business at Mumbai and other places having its head office at \_\_\_\_\_ (hereinafter referred to as “the Bank”) in favour of Life Insurance Corporation of India, formed under section III of the LIC Act, 1956 (Act XXXI of 1956) (hereinafter referred to as “the Corporation”) having its Information Technology Dept. of Central Office at the 2nd floor, Jeevan Seva, S. V. Road, Santacruz (W), Mumbai 400 054, for an amount not exceeding Rs.20,00,000/- (Rupees Twenty Lakhs Only) at the request of (Vendor Name & Address) \_\_\_\_\_ (hereinafter referred to as the “Vendor”).

This Guarantee is issued subject to the condition that the liability of the bank under this Guarantee is limited to a maximum of Rs.20,00,000/- (Rupees Twenty Lakhs Only) and the Guarantee shall remain in force up to \_\_\_\_\_ date (valid for a period of \_\_\_\_\_) and cannot be invoked, otherwise than by a written demand or claim under this guarantee served on the bank on or before \_\_\_\_\_ (Date) by the Corporation.

Whereas \_\_\_\_\_ (Vendors name incorporated under Companies Act) having its registered head office at \_\_\_\_\_

\_\_\_\_\_ (Address), is participating in the RFP Ref. No. **Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026** for “**On boarding Consultant for Implementation of Digital Personal Data protection Act, 2023 and Rules 2025**” and subsequent modifications issued on .

And whereas the bank \_\_\_\_\_ (name and address) has agreed to give on behalf of the vendor a Guarantee towards Earnest Money Deposit (EMD).

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Vendor, up to a total amount of Rs.20,00,000/- (Rupees Twenty Lakhs Only) and we undertake to pay you, upon your first written demand without cavil or argument declaring the Vendor to be in default as per the terms and conditions of the RFP Ref: **LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026** for “**On boarding Consultant for Implementation of Digital Personal Data protection Act, 2023 and Rules 2025**” and without cavil or argument, any sum or sums as specified by you within the limit of Rs.20,00,000/- (Rupees Twenty Lakhs Only) as aforesaid, without your need to prove or to show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the bank.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

1. 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.
2. Our liability under this guarantee is restricted to a sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only).
3. The bank Guarantee will be valid for a period up to \_\_\_\_\_. (Note: Validity of BG should be one year from the date of submission of BG to the Corporation, including the claim period).
4. A written claim or demand for payment under this bank Guarantee is the only condition precedent for payment of part/ full sum under the guarantee to the Corporation.
5. The corporation need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.
6. This Guarantee shall not be affected by any change in the Constitution of the Bank or the Vendor.
7. 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 2026

**SEALED & SIGNED BY BANK**

n. **Annexure-VII: Format for Non-Disclosure Agreement**

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

**Non-disclosure Agreement (NDA)**

This Non-disclosure Agreement ("NDA") is made and entered into this \_\_ day of \_\_\_\_\_ in the year **Two Thousand and Twenty Six (2026)**

BY AND BETWEEN

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

AND

<Company Name> a company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business at

< Company Name & Address> shall be referred to herein as a "Respondent".

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

WHEREAS, the Respondent is aware that while responding to LIC's Request For Proposal (RFP) **Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026** the Respondent may be gathering information on LIC's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Respondent agrees that:

Respondent agrees to hold all Confidential Information received from LIC in confidence. Respondent will use such Confidential Information only for the purpose of developing the Response to the said RFP; restrict disclosure of such Confidential Information to its employees and employees of its affiliated or partner companies with a need to know and inform such employees of the obligations assumed herein. Respondent will not disclose such Confidential Information to any third party without the prior written approval of LIC.

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. It may be noted that all the information shared as a part of said RFP in the form of project documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configurations onsite shall be the sole property of LIC and shall be treated with the same degree of confidentiality as that of the respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of this project engagement.

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

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

Without the written consent of LIC the Respondent or any of his employees should not make public announcements/comments on any website/or issues any media statements about the existence of this engagement and scope. The Respondent agrees to be responsible for any breach of this Agreement by its Representatives.

Respondent agrees to protect the Confidential Information received from LIC with the same degree of care as it normally

exercises to protect its own proprietary information of a similar nature. Respondent agrees to promptly inform LIC of any unauthorised disclosure of LIC's Confidential Information.

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

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

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

- information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder;
- information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party;
- information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information ;
- Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of LIC.

In the event that Respondent is required by law in any judicial or governmental proceeding to disclose any Confidential Information, the Respondent will give LIC prompt written notice of such request so that LIC may seek a protective order or appropriate remedy. If, in the absence of a protective order, Respondent determines, upon the advice of counsel, that it is required to disclose such Confidential Information, it may disclose such Confidential Information only to the extent compelled to do so; provided, however, that the Respondent gives LIC written notice of the portion of Confidential Information to be disclosed as far in advance of the disclosure as is practicable and uses its best efforts, at its own expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information. Use of such property or licenses without the permission of LIC is strictly prohibited and the respondent will ensure that any of its employee or representative does not violate this condition, and even in the case when they cease to have any relationship with respondent.

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

Respondent agrees that Confidential Information is and shall at all times remain the property of LIC. Respondent acknowledge that the Confidential Information is confidential and material to the interests, business and affairs of LIC and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of LIC. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the party's intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of LIC and shall be returned upon written request or upon the Respondent's determination that it no longer has a need for such information.

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

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

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

Respondent shall not modify or erase the logos, trademarks etc., of LIC or any third party present on the Confidential Information. The Respondent shall not use or display the logos, trademarks etc., of LIC in any advertisement, press etc., without the prior written consent of LIC.

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

obligations of Respondent under this Agreement.

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

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

The Respondent agrees that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of LIC posted at/for Central Office-IT (Mumbai, Pune and COSP centers) and Information-Technology department of Zonal offices.

Respondent agrees that all of its obligations undertaken herein as the Respondent shall survive and continue for the period of the existence of this NDA and a period of three years thereafter regardless of any prior termination of this NDA.

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

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

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

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

This Agreement shall be governed and construed in accordance with the laws of India. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect. Respondent agree not to assign this Agreement or any interest herein without express prior written consent of LIC.

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

Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator with mutual consent. The place of arbitration shall be Mumbai, India and the arbitration proceedings shall take place in the English language. IN WITNESS WHEREOF, the Respondent has caused this Agreement to be executed as of the date set forth above.

For and on behalf of <Respondent Company><Address of Respondent>

Signature

Authorised Signatory

Name:

Designation:

Date:

Place:

Office Seal:

- o. ***Annexure-VIII: Commercial Bid (indicative) Format (Given separately in an Excel sheet)***
- p. ***Annexure-IX: Commercial Bid final after reverse auction (Given separately in an Excel sheet)***



q. **Annexure– X: Manufacturer’s Authorization Form (MAF)**

**Tender Reference No: Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026**

To,

The Executive Director (ERM), Life  
Insurance Corporation of India  
Central Office, CSD Dept., 2nd  
Floor, Jeevan Seva , S.V. Road,  
Santacruz (West), Mumbai 400 054

Dear Sir,

We \_\_\_\_\_ (OEM) who are established and reputed manufacturers of \_\_\_\_\_ (Equipment’s) having factories/Depot at \_\_\_\_\_ and \_\_\_\_\_ confirms that, M/s \_\_\_\_\_ (Name and address of bidder) herein after referred as “Partner” wishes to participate in the Bid or Project stated above and has entered into an agreement for the purchase and resale of \_\_\_\_\_ (OEM) Products and/or Services. The Partner is entitled and authorised to do the following:

- a) Resell and/or distribute \_\_\_\_\_ (OEM) products and/or services in India to end users within that Territory.
- b) Bid, negotiate and conclude a contract with LIC of India for the above products/services manufactured or supplied by \_\_\_\_\_ (OEM).

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

\_\_\_\_\_ (OEM) certify that, the equipment’s being sold would not be declared End of Support (EoS) in the next 5Years and that \_\_\_\_\_ (OEM) shall supply suitable substitute in case EoS of equipment’s. Also \_\_\_\_\_ (OEM) certifies that the products being sold would be covered under Warranty / Support and support will be available for next five years from the date of installation at LIC of India.

The products being sold under this RFP will be provided back-to-back/direct support with the OEM for 5 years. It would be the highest level of support provided by the OEM and would be able to meet the SLA parameters.

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

Yours faithfully,

Name of person

For and on behalf of M/s \_\_\_\_\_

Designation

Contact Details

Date:

Place: \_\_\_\_\_ (Name of Original Equipment Manufacturer - OEM) (Seal of the OEM)



s. **Annexure-XII: Land Border Clause (LBC)**

**Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026**

Restrictions on Procurement from Bidders from a country or countries, on grounds of defence in India.

*(This Certificate should be submitted on the letter head of the Bidder as well as the OEM/OSD/OSO/Manufacturer duly signed by the Authorised signatory of the Bidder/OEM/OSD/OSO.)*

Date:

To,

The Executive Director, ERM  
Life Insurance Corporation of India,  
“Yogakshema, Jeevan Bima Marg,  
Nariman Point, Mumbai – 400021

Dear Sir/Madam,

**Re: On boarding Consultant for Implementation of Digital Personal Data protection Act, 2023 and Rules 2025 Ref: LIC-CO/ERM/CSD/RFP/2025-26/DPDPA Dated: 14/01/2026.**

1) I have read the 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 the General Financial Rules(GFRs),2017 which defines clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

2) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

**Place: Authorised signatory Bidder:**

**Date: Name:**

**Designation:**

**Name & Seal of Company:**

**Authorised Signatory (OEM/OSD/OSO):**

**Name:**

**Designation:**

**Name & Seal of Company**

t. **Annexure–XIII: Online e-tender guidelines(e-TS)**

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

- Registration of the Contractors/Bidders: All the Contractors intending to participate in the Bids floated online using Electronic Tendering System (eTS) are required to get registered on the e-Tender Portal (website) <http://www.tenderwizard.com/LIC> after successful Registration on the above-mentioned portal; the bidder will get a User ID and Password to access the website.
- Viewing of Online Tenders: The contractors/bidders can view tenders floated on online Electronic Tendering System (eTS) hereinafter referred as “e- Tendering System” through portal (website) at <http://www.tenderwiz rd.com/LIC>. They can view the details like Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download through, they need to login on to the above portal and can download the tender documents of an e-Tender.
- Key Dates: The contractors/bidders can view the Online Scheduled dates of the e-tendering System (time schedule) hereinafter referred as “Key Dates” tenders floated using the online electronic tendering system on above mentioned portal(website) <http://www.tenderwizard.com/LIC>

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

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

**Obtaining a Digital Certificate and its Usage:**

- On e - Tendering System, the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.
- The contractors may obtain Class III digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic Tendering System (ETS):

E-Tender helpdesk	
<b>Address</b>	#24,SudhaComplex,03 <sup>rd</sup> Stage,04 <sup>th</sup> Block,Basaveshwaranagara,Bangalore- 560079.
<b>email</b>	dscprocessingunit@yahoo.com

HelpDeskContactDetails
E-mail&MobileNumbers
sushant.sp@antaressystems.com: +919731468511
lokesh.hr@antaressystems.com: +919686115304

- The Bid (Online Offer) for a particular e Tender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission. In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.
- In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act, 2000 and its amendments.
- Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of agency for LIC of India, Central Office, Mumbai as per Information Technology Act 2000 and its amendments. The Digital Signature

of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an "Authorization Certificate for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.

- The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website) through <http://www.tenderwizard.com/LIC>.

#### **Submission of Tender Fees: (When Applicable)**

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

#### **Submission of Earnest Money Deposit: (When applicable)**

- Contractors have to GUARANTEE of any of the "Life Insurance deposit EMD of required amount in the form of BANK the Nationalized / Scheduled Banks drawn in the favor of Corporation of India" payable at "Mumbai" only, and not in the favor of any other Authority or Location.
- A scanned copy mandatorily along with of Bank Guarantee against EMD should be uploaded Bid submission stage (as per the Key Dates mentioned in e-Tender and Tender document) and original Bank Guarantee(B.G) should be submitted to the Executive Director (ERM), Central office, Life Corporation of India, 'Jeevan Seva Annexe, S V Road, Santacruz West, Mumbai -400054 in the sealed envelope within the time &date as mentioned in Key Dates of e-Tender, otherwise your BID will not be evaluated / scrutinized.
- Refund of Earnest Money Deposit to the unsuccessful bidders will be made through RTGS/NEFT or Guarantee returned as applicable.

#### **Tender Download:**

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

#### **Submission of online bids:**

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

- The bidders are required to prepare their bids on online e-Tendering Portal as mentioned above. During bid preparation, the bidders have to send their Public Key of DSC hence they are advised to procure DSCs at earliest to participate in the e-Tender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also, bidders are required to scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) and digital sign the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. They should view and note down or take a printout the Bid Hash submitted and ensure that it matches during "Re-Encryption of Bids" stage. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.
- Generation of Super Hash: After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "Digitally signed tender Super-Hash" will be generated by concerned LIC Department official. This is equivalent to sealing the tender box.
- Re-Encryption of Bids: Once the Generation of Super Hash stage is completed the Contractors/bidders have to decrypt their bids as they are in encrypted mode by their DSC and re-encrypt with Department user's Public Key which will be included in the e-Tender. During this process they need use their DSC for decryption of Bids and signing of Bid Hash once again for security. The electronic bids of only those Contractors/bidders who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Contractor who does not submit his bid seal (hash) within the stipulated time will not be allowed to submit his bid (Re-Encryption). This stage could be considered as transfer of control to LIC Department user.
  - Pre-bid discussion with all applicants as per key dates to clarify doubts of potential bidders in respect of this RFP. Any prospective bidder may, in writing seek clarification in respect of the bidding documents, However, last date of submitting clarification request shall be 2 (two) days before the schedule Pre-bid meeting.

u. **Annexure –XIV: Integrity Pact (Given separately)**