

REQUEST FOR PROPOSAL

Ref : CO/OS/01/2025-26

DATE : 20.01.2026

**IMPLEMENTATION OF TRAI DIRECTION ON MANDATORY ADOPTION OF
1600-SERIES FOR ALL SERVICE AND TRANSACTIONAL VOICE CALLS
MADE BY ENTITIES REGULATED BY IRDAI TO THE CONSUMERS**

LIFE INSURANCE CORPORATION OF INDIA,

4TH FLOOR, O.S. DEPARTMENT,

YOGAKSHEMA,

NARIMAN POINT,

MUMBAI 400 021

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1. Schedule:

Sl No	Particulars	Remarks
1	Contact details of issuing department	Life Insurance Corporation of India, 4 th Floor, Office Service Department, Yogakshema, Nariman Point, Mumbai - 400021 Contact Number: 022 22 66598410 66598412 Email ID: co_furniture@licindia.com
2	Bid Document Availability including changes / amendments, if any to be issued	RFP may be downloaded from LIC's website https://www.licindia.in portal https://www.tenderwizard.com/LIC .
3	Pre - bid Meeting	From 11:00 hrs on 23.01.2026 Life Insurance Corporation of India, Yogakshema, 4 th Floor, West Wing, Central Office, O S Department, JeevanBima Marg, Nariman Point, Mumbai 400 021.
4	Last date and time for Bid submission	Up to 11:00 hrs on 03.02.2026 on www.tenderwizard.com/LIC
5	Date and Time of opening of Technical Bids	11.30 hrs on 03.02.2026 Authorized representatives of Bidders may be present online during opening of Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.
6	Opening of Price Bids	Shall be informed on later date. Authorized representatives of Bidders may be present online during opening of Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.
7	Reverse Auction	Notice for Reverse Auction shall be issued separately. Bidder will be given 3 hrs to participate in reverse auction after opening of Price Bid.
8	Clarification on technical qualification	Disqualified bidder can seek clarification within 24 hrs of disqualification.

9	Tender Fee	<p>₹1,000/- (Rupees One Thousand only) The amount should be deposited by way Demand Draft favouring LIC of India and drawn on Nationalized Bank/ Scheduled Bank payable at Mumbai.</p> <p>The tender fee will be non-refundable.</p> <p>Tender Fee to be submitted at the Cash Counter on or before 03.02.2026 days of opening of technical bid in cash hours at the following address:-</p> <p>The Secretary (OS), Life Insurance Corporation of India, Yogakshema, 4th Floor, West Wing, JeevanBima Marg, Nariman Point, Mumbai 400 021</p>
10	Earnest Money Deposit / Bank Guarantee (As per Appendix-K)	<p>₹14.00 lakhs (Rupees Fourteen lakh only) Demand Draft favouring LIC of India and drawn on Nationalized Bank/ Scheduled Bank payable at Mumbai. The EMD will not carry any interest and will be refunded within one month after the tender process is over to the unsuccessful tenderer. The EMD amount of the successful tenderer shall be adjusted towards security deposit or refunded if Bank Guarantee is submitted.</p> <p>The EMD may be forfeited if :-</p> <ul style="list-style-type: none"> the bidder backs out of the RFP process after submission of bid. If a technically qualified bidder does not participated in the reverse auction If a bidder make any false/incorrect statement at the time or prior to signing of the contract. <p>If the bidder fails to accept purchase order or furnish Bank Guarantee within specified time period in the RFP or fails to sign the agreement and NDA.</p> <p>EMD to be submitted at the Cash Counter within on or before 03.02.2026 days of opening of technical bid in cash hours at the following address:-</p> <p>The Secretary (OS), Life Insurance Corporation of India, Yogakshema, 4th Floor, West Wing, JeevanBima Marg, Nariman Point, Mumbai 400 021</p>

11	Bank Guarantee / Performance Security Deposit.	<p>The successful tenderer will be required to deposit an amount equal to 5% of the Contractual Value including GST. The Security Deposit will be accepted in the form of Demand Draft drawn on any Nationalized/ Scheduled Bank favouring LIC of India payable at Mumbai. The Security Deposit will be refunded to the vendor within 60 days of successful completion of the contract period (including the extended period of contract, if any) subject to:</p> <ul style="list-style-type: none"> a) Satisfactory performance of the Contractual obligations. Any deduction due on account of Vendor's obligation under the contract and subject to such deductions as may be necessary for meeting LIC's claim against the Vendor, deduction of any liability/ damages incurred, by LIC on behalf of the Vendor in the discharge of his/ her obligations under this contract. b) This Security Deposit will not bear any interest of whatsoever kind. c) The Security deposit is liable to be forfeited/ reduced if decided by the Competent Authority.(Refer Termination Clause and Penalty Clause) <p>Performance Security deposit to be submitted at the Cash Counter in cash hours within 15 days of award of contract at the following address: The Secretary (OS), Life Insurance Corporation of India, Yogakshema, 4th Floor, West Wing, JeevanBima Marg, Mumbai 400 021</p>
12	MSE Vendors	MSE vendors shall be provided exemption on turnover/experience criteria and payment of EMD.

2. REQUEST FOR BID

i. INTRODUCTION

LIFE INSURANCE CORPORATION OF INDIA (*hereinafter referred to as “LIC”*), a statutory corporation established under Section 3 of Life Insurance Corporation Act 1956 (31 of 1956) is a major public sector enterprise having its Central Office at “Yogakshema”, JeevanBima Marg, Nariman Point, Mumbai – 400021.

ii. OBJECTIVE

This Request for Proposal (RFP) has been issued by LIC for procurement and implementation of Centralised Number Series (1600xx) for its offices located in India. The purpose of LIC behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this RFP.

iii. BID DOCUMENT AVAILABILITY

The RFP can be downloaded from LIC's website www.licindia.in and from tender wizard <https://www.tenderwizard.com/LIC> Corrigendum(s)/ Amendment(s), if any, would appear only on the website and will not be published in any other media. Bidders are therefore requested to regularly visit our website to keep themselves updated.

iv. LIC proposes to invite online Bids from eligible Bidders in order to meet the service requirements as per details/scope of work mentioned in **Appendix-D** of this RFP.

v. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.

vi. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.

vii. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

viii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed

Services for LIC are invited to submit their technical and commercial proposal in response to this RFP. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide LIC the proposed Services adhering to LIC's requirements outlined in this RFP.

3. DISCLAIMER

Subject to any law to the contrary and to the maximum extent permitted by law, LIC and its employees, contractors, agents, and advisors 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 or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of LIC or any of its officers, employees, contractors, agents or advisors.

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of LIC, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by Life Insurance Corporation of India, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary, obtain independent advice/clarifications. LIC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The LIC and its employees make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The LIC also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the LIC is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the LIC reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.
- viii. 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 LIC.

4. DEFINITIONS:

In this connection, the following terms shall be interpreted as indicated below:

- i. **“The LIC”** ‘means the Life Insurance Corporation of India (including all its offices in operating in India)
- ii. **“Bidder/Telecom Service Provider”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the LIC and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“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.
- vi. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the LIC.
- vii. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

5. SCOPE OF WORK:

As given in **Appendix-D** of this document.

6. ELIGIBILITY AND TECHNICAL CRITERIA:

As given in **Appendix-B** of this document.

7. PRE CONTRACT INTEGRITY PACT

The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix-H** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

8. COST OF BID DOCUMENT:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the LIC or any other costs incurred in connection with or relating to their Bid. The LIC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

9. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The LIC has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the LIC and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the LIC and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

Bidders may please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representatives to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received.
- (g) If deemed necessary, the LIC may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (h) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (i) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (j) All the enclosures (Bid submission) shall be serially numbered.
- (k) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The LIC shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (l) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (m) The LIC reserves the right to reject Bids not conforming to the above.

10. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.
- iii. In exceptional circumstances, the LIC may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the LIC will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order or Letter of Intent is issued by the LIC, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

11. BID INTEGRITY:

The Bidder should undertake that no official of the Bidder, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDERS, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

12. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on Tender wizard. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.

1. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process. Any conditional offer / tender shall not be considered. Any modification to the tender after opening date shall not be considered. LIC of India reserves the right to call for missing / additional requirements or otherwise from the applicant at the time of analysis of the technical bids received in response to this notice.
- ii. The LIC will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order.
- iii. Prior to the detailed evaluation, the LIC will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- iv. The LIC's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- v. If a Bid is not responsive, it will be rejected by the LIC and will not subsequently be made responsive by the Bidder by correction of the nonconformity.

13. TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the LIC, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services is in use.
- ii. During evaluation and comparison of Bids, the LIC may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

14. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

- i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by LIC's authorized service provider on behalf of the LIC.
- iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by LIC's authorized e-Procurement agency for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the LIC / Authorised e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the shortlisted Bidders.
- iv. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Appendix-E** within 48 hours of conclusion of the Reverse Auction, failing which LIC may take appropriate action.
- vi. Errors, if any, in the price breakup format will be rectified as under:
 - a. If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - b. If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
 - c. If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - d. LIC reserves the right to reject all such incomplete Bids.

15. CONTACTING THE LIC:

- i. No Bidder shall contact the LIC on any matter relating to its Bid, from the time of opening of indicative price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the LIC in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

1. AWARD CRITERIA AND AWARD OF CONTRACT:

i. Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order and revision thereto will be applicable for this RFP and allotment will be done in terms of said Order as under:

- (a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- (b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to ClassI local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- (c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order) and revision thereto:

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

“Class-I local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for ‘Class-I local supplier’ hereunder.

“Class-II local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for ‘Class-II local supplier’ hereunder. Class-II local supplier shall not get any purchase preference under this RFP.

“Non-local supplier” means a supplier or service provider whose product or service offered for procurement has ‘local content’ less than that prescribed for ‘Class-II local supplier’ under this RFP.

“Minimum Local content” for the purpose of this RFP, the ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For ‘Class-II local supplier’, the ‘local content’ requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’/ ‘Class-II local supplier’, same shall be applicable.

“Margin of purchase preference” means the maximum extent to which the price quoted by a ‘Class-I local supplier’ may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

ii. Verification of local content:

The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of submission of bid shall be required to provide a certificate as per **Appendix-F** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content requirement for ‘Class-I local supplier’/ ‘Class-II local supplier’ as the case may be.

iii. Total cost of Services along with cost of all items specified in **Appendix-F would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.**

- iv. LIC will notify successful Bidder in writing by way of issuance of purchase order through letter that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the LIC within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- v. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- vi. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vii. The successful Bidder shall be required to enter into a Contract with the LIC and submit the Bank Guarantee strictly on the lines of format given in appendix of this RFP, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the LIC.
- viii. Till execution of a formal contract, the RFP, along with the LIC's notification of award by way of issuance of purchase order and ServiceProvider's acceptance thereof, would be binding contractual obligation between the LIC and the successful Bidder.
- ix. The LIC reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- x. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.
- xi. Upon notification of award to the successful Bidder, the LIC will promptly notify the award of contract to the successful Bidder on the LIC's website. The EMD of each unsuccessful Bidder will be discharged and returned.

16 . POWERS TO VARY OR OMIT WORK:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by LIC. The LIC shall have full powers, subject to the provision therein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his

obligations under the contract, he shall notify LIC thereof in writing with reasons for holding such opinion and LIC shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the LIC confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be. ii. In any case in which the successful Bidder has received instructions from the LIC as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order. iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

17. WAIVER OF RIGHTS:

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

18. CONTRACT AMENDMENT:

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

19. LIC'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

1. LIC of India does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the tender without assigning any reason whatsoever.
2. The decision of the Corporation will be final, conclusive and binding on the tenderers and the Corporation takes no responsibility for any delay

whatsoever for submission of tender after the last date and time given in the schedule.

20. BANK GUARANTEE:

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-G** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank and needs to be submitted within the specified time of receipt of formal communication from the LIC about their Bid finally selected.
- ii. The Bank Guarantee is required to protect interest of the LIC against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.

21. PENALTIES:

Delay in Service	Penalty (on value of Contract)	Period
Delay in whitelisting of numbers	0.01%	Beyond 45 days
	0.02%	Beyond 60 days
	1%	Maximum
Delay in providing support application	0.01%	Beyond 45 days
	0.02%	Beyond 60 days
	1%	Maximum

22. RIGHT TO VERIFICATION:

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

23. RIGHT TO AUDIT:

1. In terms of provisions of section 33(3) of the Insurance Act, 1938, as amended

by the Insurance Laws (Amendments) Ordinance, 2014, Insurance Regulatory Authority of India (IRDAI) is authorised to verify all such books of accounts, registers, other documents and the database in the custody of the Vendor in respect of services outsourced by the LIC of India. It shall be the duty of the Vendor to provide such documents/ statement/ information as may be required by IRDAI within such time as may be specified by the IRDAI.

2. In terms of provisions of Section 33(4) of the Insurance Laws (Amendment) Ordinance, 2014, Insurance Regulatory and Development Authority of India (IRDAI), if it considers expedient to do so, may direct any person hereinafter referred to as "Investigating Officer" to make an investigation as specified under Sec. 33(1) or carry out an inspection as specified under Section 33(2) of the Insurance Laws (Amendment) Ordinance, 2014, who may examine on oath any Manager, Managing Director or Other Officer of the service provider or vendor where the services are outsourced by LIC of India."

24. SUBCONTRACTING:

As per the scope of this RFP, sub-contracting is not permitted.

25. VALIDITY OF AGREEMENT:

The Agreement / SLA will be valid for the period of 3 (three) years. The LIC reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

26. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - a. claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
 - b. damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - c. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - d. Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the LIC, provided such guidelines were brought to the notice of Service Provider.

For the purpose of abovementioned sub-clause (iii)(b) “**Gross Negligence**” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith.

“**Willful Misconduct**” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

27. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement and clause 14 of Service Level Agreement placed as Appendix to this RFP.

28. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

- i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the LIC in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider’s notice, the LIC shall evaluate the situation and may, at its discretion, extend Service Providers’ time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

29. SERVICE PROVIDER’S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

- ii. Service Provider is obliged to work closely with the LIC's staff, act within its own authority and abide by directives issued by the LIC from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the LIC from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the LIC responsible or obligated.
 - i. Service Provider is responsible for activities of its personnel and will hold itself responsible for any misdemeanours.
 - ii. Service Provider shall treat as confidential all data and information about the LIC, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the LIC as explained under 'Non-Disclosure Agreement' in **Appendix-J** of this RFP.

30. TECHNICAL DOCUMENTATION: (DELETE, WHICHEVER IS NOT APPLICABLE)

- i. Service Provider shall provide documents related to review records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of service level failure as and when applicable.
- ii. Service Provider shall also provide the MIS reports, data flow documents, low level design documents, high level design documents, data register and data dictionary as per requirements of the LIC. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the LIC, free of cost in timely manner.

31. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / software / product used/supplied by Service Provider for performing Services for the LIC as part of this RFP, Service Provider shall have right to use as well as right to license such technology/ software / product. The LIC shall not be liable for any license or IPR violation on the part of Service Provider.
- ii. Without the LIC's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the LIC's rights under this RFP.
- iii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and

keep fully and effectively indemnified the LIC against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.

- iv. The LIC will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the LIC, unless such settlement releases the LIC fully from such claim, (ii) Service Provider shall promptly provide the LIC with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the LIC with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the LIC is also a party, the LIC shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the LIC's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the LIC of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the LIC.
- vi. Service provider agrees that the LIC owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- vii. The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this RFP, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the LIC and the LIC shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this RFP.
- viii. All information processed by Service provider during software maintenance belongs to the LIC. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the LIC. Service provider will implement mutually agreed controls to protect the

information. Service provider also agrees that it will protect the information appropriately.

32. LIQUIDATED DAMAGES:

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the LIC may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.1% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the LIC may consider termination of the Agreement.

33. CONFLICT OF INTEREST:

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the LIC shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the LIC and not by way of penalty for, inter alia, the time, cost and effort of the LIC, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the LIC under the bidding Documents and/ or the Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a LIC, insurance company, pension fund or a public financial institution referred

to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the LIC in the preparation of any documents, design or technical specifications of the RFP.

- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

34. TERMINATION FOR DEFAULT:

- i. The LIC may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - a. If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the LIC;
 - b. If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
 - c. Violations of any terms and conditions stipulated in the RFP;
 - d. On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under abovementioned sub-clause (i) (a) to (c), the LIC shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the LIC shall have the right to initiate action in accordance with the above clause.

- ii. In the event the LIC terminates the Contract in whole or in part for the breaches attributable to Service Provider, the LIC may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the LIC for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ LIC's data or any other relevant information to the LIC in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the LIC.
- iv. During the transition, Service Provider shall also support the LIC on technical queries/support on process implementation.
- v. The LIC's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the LIC at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the LIC shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services

as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the LIC, at no extra cost to the LIC, for ensuring smooth switch over and continuity of services, provided where transition services are required by the LIC or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the LIC, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

35. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the LIC in writing of such condition and the cause thereof. Unless otherwise directed by the LIC in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

36. TERMINATION FOR INSOLVENCY:

The LIC may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the LIC.

37. TERMINATION FOR CONVENIENCE:

- i. The LIC, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience,
- ii. In the event of termination of the Agreement for the LIC's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

38. DISPUTES RESOLUTION:

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.
- ii. Service Provider shall continue work under the Contract during the dispute resolution proceedings unless otherwise directed by the LIC or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

39. GOVERNING LANGUAGE:

The governing language shall be English.

40. APPLICABLE LAW:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

41. TAXES AND DUTIES:

- 1. The Vendor shall note that Income Tax and GST or such other taxes, levies which fall under TDS shall be deducted from the bills while making the payments.**
2. GST is the responsibility of the Service provider which in this case is the Vendor. Therefore, he shall pay the GST, if applicable, to the authorities. The Vendor has to submit the details of GST registration number. The GST will be reimbursed subject to mentioning GST Registration Number of both Vendor and The Corporation on the bill claiming the GST amount. The Successful Vendor may be required to produce proof of payment of the GST if called upon. Tax to be deducted at source (TDS) on GST shall be deducted from the bills while making payment to the Vendor as per rules.

42. EXEMPTION OF EMD AND TENDER FEE:

Micro & Small Enterprises (MSE) units are exempted from payment of EMD and tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

Bidders may please note:

- i. NSIC certificate/ UdyogAadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE company status, can claim exemption for EMD/ tender fee.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

43. NOTICES:

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

Appendix –A

BID FORM (TECHNICAL BID)

[On Company's letter head]
(To be included in Technical Bid)

Date: _____

To:

<Address of tendering office >

Dear Sir,

Ref:

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the LIC and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the LIC's authorized service provider, on the date advised to us.

i. While submitting this Bid, we certify that:

- ◆ The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- ◆ We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- ◆ Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- ◆ The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- ◆ We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- ◆ We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.
- ◆ The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the LIC, without any exception.

ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of

the LIC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- iv. We undertake that we will not resort to canvassing with any official of the LIC, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the LIC will have right to disqualify us from the RFP without prejudice to any other rights available to the LIC.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the LIC.
- vii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- viii. The commercial bidding process will be through the reverse auction process to be conducted by the LIC or a company authorized by the LIC. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
- ix. Till execution of a formal contract, the RFP, along with the LIC's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the LIC and us.
- x. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xi. We hereby certify that our name does not appear in any "Caution" list of IRDAI or any other regulatory body for outsourcing activity.
- xii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also certify that we have not been disqualified/debarred/terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank/Public Sector Undertaking/State or Central Government or their Agencies/Departments at any time, during the last 3 years.

- xiii. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with any department of LIC for more than 6 months from the date of issue of purchase order.
- xiv. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xv. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the LIC to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xvi. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the LIC in the RFP document.

Dated this day of 20..

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Seal of the company.

Appendix –B

Bidder's Eligibility Criteria

Bid is open to all Bidders who meet the eligibility and technical criteria. The Bidder has to submit the following documents to qualify technically. Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sr. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India. Bidder must be in existence for the last 5 years as on RFP issuance date.		<ul style="list-style-type: none">• Certificate of Incorporation issued by Registrar of Companies /Partnership Deed,• PAN, TAN,• GSTIN Certificate• Any other related document.• Certificate of Shop & Establishment.
2.	The Bidder must comply with the requirement contained in O.M. no. 6/18/2019-PPD dated 23.07.2020. or (Public Procurement no.1), order (Public procurement no.2) dated 23.07.2020 and order (Public procurement no.3) dated 24.07.2020 and any revision thereto.		Bidder should specifically certify in Appendix A in this regard and provide copy of the registration certificate issued by competent authority where applicable.

3	The bidder must have registered with the Department of Telecommunications (DoT) and should have a Unified Access Service License across India issued by the Department of Telecommunications (DoT) for the desired services to operate across all geographies/ Telecom circles in India.		Copy of Unified Access Service License agreement entered with Department of Telecommunication (DoT) to be submitted. Copy of the Valid TRAI Certificate(s) to be provided.
4.	The Bidder must have an average turnover of minimum ₹200 crore per year during last 03 (three) financial year(s) i.e. FY 2024-25, FY 2023-24 and FY 2022-23.		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for the last 3 years may be Submitted.)
5	The Bidder should be a profitable organization (on the basis of PAT) for last 3 financial year(s) i.e. FY 2024-25, FY 2023-24 and FY 2022-23.		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for the last 3 years may be Submitted.)
6.	All service infrastructure should be hosted inside telecom service provider premises within India. The Bidder should be a Telecom Service Provider and should have a valid National Long-Distance service in India. The validity of the license should be for the duration of the contract period.		Bidder should specifically confirm on their letter head in this regard. Copies of license to be provided along with self attestation by the authorized signatory with company seal.

7.	<p>Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least three client references are required)</p>		<p>Bidder should specifically confirm on their letter head in this regard as per Appendix-I</p>
8.	<p>Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the LIC)</p>		<p>Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial LIC/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.</p>
9.	<p>The Bidder should not have defaulted/disqualified/terminated in providing similar services with any PSU or Scheduled commercial bank or state or central government for their agencies /department and or disqualified debarred terminated</p>		<p>Bidder should specifically certify in Appendix A in this regard.</p>

	on account pour or unsatisfactory performance and or blacklisted by any scheduled commercial bank/PSU/State or Central Government or their agency / department at any time during last three years.		
10.	The Bidder should not have any Service Level Agreement pending to be signed with the LIC for more than 6 months from the date of issue of purchase order.		Bidder should specifically certify in Appendix A in this regard.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Technical & Functional Specifications

Sr. No	Required Functionalities/ Features	Compliance (Yes/No)	Available as part of solution (Yes/ No)	Will be Provided as Customization on All India basis (Yes/No)	Feasible (Yes/No)
1.	Allotment of centralized number series of 1600xx				
2.	Registration on DLT platform				
3.	Mapping of mobile numbers				

4.	Provision for sending SMS to customer and obtaining Feedback				
5	Registration of Headers and SMS templates				
6.	Outbound Call recording facility for minimum 60 days.				
7.	Providing CNAM (caller name delivery) facility				

Technical Compliance Sheet:

Sl. No.	Functional & Technical Specification / Requirement	Compliance (Yes/ No)
1	Project Requirements	
1.1	Procurement of Centralised number series i.e. 1600xx	
1.2	Integration of tele calling points with the centralised number series	
1.3	Provision of adequate redundancy in such a way that there is no production disruption.	
1.4	All types of statutory compliance of Telecom authorities should be managed and procured by TSP on LIC's behalf.	
1.5	Provision for sending SMS to customer and obtaining Feedback	
2	Implementation Requirement	
2.1	Billing should be based on the number of sessions used and for unlimited usage.	
2.2	Channels / Sessions may be increased to manage the call volume by increasing/decreasing Channels/Sessions as per the future requirements of LIC.	
2.3	TSP shall share the Escalation Matrix and SPOC details for project implementation and support	

2.4	Features of Uniform CLI (Caller Line Identification) number	
2.5	Feature in self-care portal to request for upgrade the channels, raise/track service requests, whitelisting/de-whitelisting, View and pay bills online and view uptime reports. Dashboard to be provided location wise or department wise for all applications.	
2.6	Outbound call facility to/from anywhere across the country, across any telecom service provider.	
3	MIS Requirements	
3.1	Report must be as per industry standard read-only formats, exportable in word processing, spreadsheet etc.	
3.2	TSP should adhere to Do Not Disturb guidelines.	
3.3	MIS reports should be dynamic in nature and should provide the user the freedom to select the data fields as per the requirement of LIC.	
3.4	Provision for internet / web-based access to MIS reports for authorized users.	
3.5	Management Interface to change the mapping of Direct Inward Dialing and real time monitoring of channel/session usage.	

3.6	MIS for appropriate release cause codes in either case of call drop, success, number not reachable, Switch off and other various network failure with release code.	
4	Incident management	
4.1	Prevention mechanism for misconfiguration.	
4.2	An alert mechanism should be in place for any incident occurred etc.	
4.3	Every incident reported should be notified to LIC and documented.	
4.4	All the incident tickets shared by the LIC should be resolved and updated to the LIC.	
4.5	Creation of Root Cause Analysis (RCA) in all major incidents.	
5.	Security Parameters	
5.1	The selected Bidder should ensure complete data privacy and should use private IP addresses only. The Selected Bidder will ensure physical and/or logical segregation of LIC network from that of other networks.	

5.2	Selected Bidder shall do adequately strengthened encryption algorithm to encrypt the entire data when it is traveling through the air.	
5.3	The selected Bidder should provide access to our Audit Team and undertake to implement the observations/recommendations of the LIC's IS-Audit, Security Audit Team or any other audit conducted by the LIC or external agencies and any escalation at no extra cost to the LIC. All upgrades/patches/firmware etc. shall be installed by the selected Bidder promptly and at no cost to the LIC. It shall be the responsibility of the selected Bidder to conduct all activities related to such upgrades etc.	
5.4	The vendor should have a clear Disaster Recovery and Business Continuity Plan (BCP) in place for support services and should submit the BCP plan to the LIC and extend all support in conducting joint BCP testing with the LIC.	
6.	Network management and monitoring	
6.1	The Selected Bidder shall use Network Management and Monitoring System (NMS) to monitor the links 24/7.	
6.2	The Selected Bidder should provide a centralized dedicated/ non dedicated Network Operation Centre (NOC) services. The Network Management System at the NOC should provide the following facilities on a 24*7*365 basis: • Monitoring network status • Configuration of all network components related to the Selected Bidder. • Updating operational Software to network components related to the Selected Bidder	

Name & Signature of authorised signatory

Seal of Company

Appendix-C

Bidder Details

Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and / or commencement of business	
3.	Certificate of incorporation	
4.	Brief description of the Bidder including details of its main line of business	
5.	Company website URL	
6.	Company Pan Number	
7.	Company GSTIN Number	
8.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Email Address	
9	Details for EMD Refund (applicable only if EMD is directly credited in designated account):- a) Account No. b) Name of account holder c) Name of LIC d) IFSC Code	

Name & Signature of authorised signatory

Seal of Company

Appendix-D

Scope of Work and Payment Schedule

The employees of branches and other establishments of the LIC communicate with the existing and prospective customers for various LIC transactional purposes. The LIC also make calls to the customers for marketing the products of the LIC for enhancing brand equity and product awareness.

This document is a Request for Proposal (RFP) for Supply, design, development, testing, installation, implementation, configuring, commissioning and maintenance of uniform calling numbers i.e. 140 for promotional calls and 1600 for transactional calls for the branches and other establishments of the LIC located in various geographical location pan India, to ensure compliance with TRAI's TCCCP (Telecommunication Commercial Communication), including ensuring linkage of numbering resources with principal entity i.e. LIC.

For the purpose to implement the regulatory instructions, LIC desires to procure uniform Centralised Number Series (1600xx) from Telecom Service Providers registered with Department of Telecommunications (DoT) for outbound calls for promotional and transactional services to customers and non-customers.

The detailed scope of work is as under:

1. Bidders are required to procure the Centralised number series from TRAI for the LIC as a whole, in compliance with point No.2 (c) of IRDAI notification no. IRDAI/PP&GR/CIR/MISC/02/01/2026 dated 06.01.2026, which states as under:
 - In order to curb unsolicited commercial communication (UCC), prevent impersonation based frauds and enhance consumer trust, the Telecom Regulatory Authority of India (TRAI) has issued a Direction dated 16.12.2025 under section 13, read with sub-clauses (i) and (v) of clause (b) of sub-section (1) of section 11 of the TRAI Act, 1997, mandating adoption of the 1600-series for all service and transactional voice calls made by entities regulated by IRDAI to the consumers.
2. Bidders should have a proper understanding and compliance of all guidelines mentioned in the above stated **IRDAI circular** regarding tele calling to the customers as well as instructions issued by **TRAI** in this regard.

3. Bidders are required to map mobile numbers (which would be used for telecalling to the customers) with the Centralised Number Series (1600xx) procured from TRAI.
4. Bidders should be able to map mobile numbers with SIMs of different telecom service providers even new player enter in the market spread across all terrains of the Country. As these SIMs be procured from various Telecom Service Providers based on the availability of the connectivity in that area.
5. Bidders are required to provide a comprehensive solution regarding implementation of tele calling to customers from all tele-calling points of LIC using 1600xx series.
6. Bidders should be able to implement the solution at all branches and establishments of the LIC based on the requirements of tele-calling points. Bidders are required to map the mobile numbers at all tele calling of the LIC with Centralised Number Series (1600xx). Tentative requirement is mapping of all tele calling points at approximately 12,000branches/ establishments of the LIC. Tele-calling points at various branches/establishments may differ as per their requirements. Further, various other kiosks/ service points may be included in future for mapping.
7. Maximum assumption of 2500 session at a given time even though more number of calls may be placed during whole day.
8. Provision for increase or decrease of contract quantity or contract duration upto 25% at the time of issue of contract. However, once a contract is issued the contract quantity or contract duration can only be increased upto 25%. Bidder abound to accept the revised quantity or duration.
9. LIC, during the currency of the agreement, may require mapping of mobile numbers which would be procured in future. In such an event, bidders would be required to provide the solution and mapping for all mobile numbers for the purpose of tele calling the customers, at the same rate as would be finalized after the conclusion of RFP and allotment of contract, for a period of 3 years.
10. Bidders are required to formulate the solution based on following process flow:
 - Calls would be made by the employees to customers by making a choice for Transaction/ Promotion Calls.

- The calls made by the employees would be routed through centralised number provided by the Telecom Provider as per the following arrangement:
 - For Transaction/ Service calls the call would be routed through centralised number with '160 xx xx xxx' series.
 - For Promotional calls the call would be routed through centralised number with '140 xx xx xxx' series.
- Customer would receive the call from either 160 or 140 series number.
- After successful call, Provision for Customer to receive an SMS to contact on respective mobile number for further clarification and give the feedback.
- All calls would be recorded for monitoring purposes and a daily report would be available.
- Able to providing CNAM (caller name delivery) facility.

11. Bidders are required to provide LIC's SMS (Short messaging Service) platform enabling the service of receiving SMS by Customer after successful call from the LIC and delivery of SMS alerts. Details of requirement will be shared.

12. The bidder should have capabilities to send SMS to all GSM/3G/4G/5G handsets including RCS (Rich Communication Services) messages and to all telecom operators available in India and abroad without any exception.

13. Should comply with TRAI, IRDAI and GOI guidelines for sending SMS regarding DLT and DND and it will be bidder's responsibility to follow up with respective operators regarding DLT issues on behalf of LIC.

14. Bidders are required to prepare a robust mechanism regarding recording of calls of all outbound calls store the recording in digital storage abiding all laws and regulations pertaining to Digital Personal Data Protection Act (DPDP Act) and Information Security Policy of the LIC.

15. Bidders are required to provide an application which shall help to maintain a robust **MIS(Management Information System)** for generating daily reports like:- location wise call register, location wise whitelist / de whitelisted registered etc. and access of which would be available to authorized officials of the LIC.

16. Bidders are required to provide onsite/offsite technical support and deploy a dedicated team at Pan India LIC offices (may be increased in future) for smooth functioning of solution after implementation of solution regarding tele-calling to customers from all tele-calling points using Centralised Number Series **(1600xx)**.

17. Successful bidders have to implement and make live for tele calling facility solution for the branches and other establishments of the LIC within 4 weeks from the date of signing of SLA. Extended period of 2 weeks can be provided for completion of project in case of any unforeseen circumstances arise or any technical problems encountered.

4. Specific Requirements

i.	Numbering Resource Linkage	Ensure that the system can accurately link the 1600 and 140 series numbering resources with the mobile numbers of principal entity on whose behalf the calls are being made.
ii.	SMS Delivery	Delivery of SMS alerts should be ensured to all National/International locations without any exception within the stipulated time frame.
iii.	Call Origin Tracking	Implement mechanisms to track the origin of calls originating from the 1600 & 140 series.
iv.	Reporting	Implement a system for generating reports on the usage of the 1600 & 140 series, including the number of calls, call duration, and other relevant metrics.
v.	Compliance with TRAI Guidelines	Ensure that all aspects of the system are compliant with TRAI's TCCCP regulations and other relevant guidelines
vi.	Accessibility	Ensure that the system is accessible to people with disabilities, as per relevant guidelines.
vii.	Bilingual Support	Ensure that the system supports both English, Hindi and other regional languages, if required.

Technical Support Team and Other Requirements

Sl. No	Requirements	Marginal comments
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1	Help Desk Requirements	<ul style="list-style-type: none"> a) offsite support facility b) Technical Support team should be available during 8 am - 8 pm. c) Escalation process should be in place for unresolved issues d) Bidder support staff should be well trained to effectively handle queries raised by the LIC employees etc e) Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc f) Considering the expected number of call request --- / day, the help desk should be manned with ---- of persons dedicated to work for the LIC.
2	MIS/SLA Report Generation requirement	<ul style="list-style-type: none"> a. The Vendor must be able to provide MIS reports to authorized person. b. The vendor must be able to cater more reports as and when required by the LIC.
3	Security Requirements	To be defined as per LICs' requirement and policy to align with LIC's security compliance.
4	Compliance with LIC's IS Security policy	<ul style="list-style-type: none"> a) Responsibilities for data and application privacy and confidentiality b) Responsibilities on system and software access control and administration c) Custodial responsibilities for data, software, hardware and other assets of the LIC being managed by or assigned to the Vendor d) Physical Security of the facilities, if any e) Physical and logical separation from other customers of the Vendor f) Incident response and reporting procedures g) Password Policy of the LIC h) Data Encryption/Protection requirement of the LIC.

Terms of Payment:

1. No advance payment will be made.

2. Payments will be made after successful implementation of entire project as per requirement of RFP
3. The service provider has to generate the consolidated invoice on 1st of the following month. If required the service provider may have to provide location wise / department invoice or as informed during course of the contract.
4. Payment will be made for successful concurrence calls only.
5. The financial bid submitted by the vendor must be in conformity with the payment terms proposed by the LIC. Any deviation from the proposed payment terms would not be accepted.
6. The bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.
7. No charges other than per session rate will be paid by the LIC.
8. Payment will be released within 30 days from the date of the receipt of error free invoice.
9. Payment will be released subject to deduction on account of Penalties, in case penalty is imposed by the Competent Authority as per PENALTY clause.

Bills found defective are liable to be returned without settlement to the Vendor for re-submission.

The Vendor shall note that Income Tax and GST or such other taxes, levies which fall under TDS shall be deducted from the bills while making the payments.

GST is the responsibility of the Service provider which in this case is the Vendor. Therefore, he shall pay the GST, if applicable, to the authorities. The Vendor has to submit the details of GST registration number. The GST will be reimbursed subject to mentioning GST Registration Number of both Vendor and The Corporation on the bill claiming the GST amount. The Successful Vendor may be required to produce proof of payment of the GST if called upon. Tax to be deducted at source (TDS) on GST shall be deducted from the bills while making payment to the Vendor as per rules.

Single point of contact:

The selected bidder/s shall appoint a single point of contact, with whom LIC will deal, for any activity pertaining to the requirements of this RFP.

Expected components of RFP response from bidder:

The submission made by bidder for the RFP should include the following components, in addition to additional components / information which the bidder may see important to highlight.

1. Full and proper understanding of the LIC's setup and requirement of Centralised number series (1600xx) and further integration with calling points.
2. Solution Proposition by the service Provider considering the LIC's requirements, technical environment and specifications mentioned in RFP.
3. Validation of the proposed solution as per the LIC's technical and Information Security related requirement.
4. Regulatory/Other Compliance adherence certifications/confirmations for the proposed solution.
5. The proposed solutions implementation strategy, including a proposed project timeline.
6. Project Management methodology and how Service Provider will communicate during the project to ensure delivery is on time.

Appendix-E

Indicative Price Bid

The indicative Price Bid needs to contain the information listed hereunder and needs to be submitted on portal of e-Procurement agency.

Name of the Bidder:

Sr. No.	Type of services / Items	Quantity/ No. of Resources (Approximately)(A)	Rate per item/Per resource etc. (as applicable) (B)	Total amount in Rs. (C) = (A x B)	Proportion to Total Cost (in percentage) #
1.	End to End solution for centralised number series (1600xx)	2500 sessions	Per session/month	*****	
	Cost inclusive of all taxes other than GST* = (C x24) i.e for 3 years			*****	
	GST (D)				
	Total Cost inclusive of all taxes & cost including GST. (E)				

The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the successful Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.

* This will be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted in the reverse auction.

Appendix-F

Certificate of Local Content

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

Date:

To,

Dear Sir,

Ref.: RFP No. : _____ Dated: _____

This is to certify that proposed _____ <details of services> is having the local content of _____ % as defined in the above mentioned RFP.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

**Signature of Statutory Auditor/Cost Auditor
Registration Number:
Seal**

Counter-signed:

Bidder

< Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.>

Appendix-G

BANK GUARANTEE FORMAT **(TO BE STAMPED AS AN AGREEMENT)**

1. THIS BANK GUARANTEE AGREEMENT executed at _____ this _____ day of _____ 202 by _____ (Name of the BANK) _____ having its Registered Office at _____ and its Branch at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF Life Insurance Corporation of India, a Statutory Corporation constituted under the Life Insurance Corporation of India Act, 1956 having its Corporate Office at Yogakshema, Nariman Point, Mumbai and one of its offices at _____ (procuring office address), hereinafter referred to as "LIC" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support _____ (name of Service) (hereinafter referred to as "Services") to LIC in accordance with the Request for Proposal (RFP) No. _____ Date _____
3. WHEREAS, LIC has agreed to avail the Services from Service Provider for a period of _____ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated _____, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. _____/- (Rupees _____ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. _____/- (Rupees _____ only) to LIC, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

5. WHEREAS, the Bank Guarantee is required to be valid for a total period of _____ months and in the event of failure, on the part of the Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, LIC shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs. _____/- (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of LIC having agreed to entrust Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from LIC, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and LIC, pay LIC forthwith the sums so demanded by LIC not exceeding Rs. _____/- (Rupees _____ only).
2. Any notice / communication / demand from LIC to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honored by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the LIC, under this Guarantee shall be independent of the agreement or other understandings, whatsoever, between the LIC and Service Provider.
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the LIC.

WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-

- i. Any neglect or forbearance on the part of LIC to Service Provider or any indulgence of any kind shown by LIC to Service Provider or any change in the

terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the LIC from its liabilities under this Guarantee. ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by LIC at its discretion.

- iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- iv. The Guarantee shall not be affected by any change in the constitution of LIC or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- v. This Guarantee shall be a continuing guarantee during its validity period.
- vi. This Guarantee shall remain in full force and effect for a period of _____ year(s) _____ month(s) from the date of the issuance i.e. up to _____. Unless a claim under this Guarantee is made against us on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

Notwithstanding anything contained herein above:

- i. Our liability under this Bank Guarantee shall not exceed Rs _____/- (Rs. _____ only)
- ii. This Bank Guarantee shall be valid upto _____
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if LIC serve upon us a written claim or demand on or before _____

Yours faithfully,

For and on behalf of Bank.

Authorised official

Appendix-H

PRE CONTRACT INTEGRITY PACT **(TO BE STAMPED AS AN AGREEMENT)**

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 201, between, on the one hand, the Life Insurance Corporation of India a body corporate incorporated under the Life Insurance Corporation of India Act, 1956 having its Central Office at Yogakshema, Nariman Point, Mumbai through its _____ Department (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s _____ represented by Shri _____, Chief Executive Officer/ Authorised signatory (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of Life Insurance Corporation of India performing its functions on behalf of Life Insurance Corporation of India.

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the

BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDERs

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the

BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Life Insurance Corporation of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Life Insurance Corporation of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERs shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to° others, any -information provided by the BUYER as part

of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression:

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money (Security Deposit):

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a LIC Draft or a Pay Order in favour of Life Insurance Corporation of India from any Bank . However, payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons

whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of three years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. **Sanctions for Violations:**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
 - (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Life Insurance Corporation of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance Bank Guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of three years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IRDAI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. **Fall Clause:**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other LIC and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a LIC at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors:

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

Shri Arun Chandra Verma IAS (Retd.) Flat No-C-1204,Nodia (U.P) Email: acvrma1@gmail.com	Shri Jose T Mathew IPS (Retd.) Ebrahim Pillai Lane, Thrikkakara,Kerala.
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7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and,

should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation:

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

9. Law and Place of Jurisdiction:

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

10. Other Legal Actions:

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

11. Validity:

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

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

12. The parties hereby sign this Integrity Pact at _____

For BUYER

Name of the Officer.

Designation

Office / Department / Branch
Corporation of India.

For BIDDER

Chief Executive Officer/
Authorised Signatory

Designation Life Insurance

Witness

1

Witness

2

1.

2.

Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.

Appendix-I

Format for Submission of Client References

To whosoever it may concern

Particulars	Details
Client Information	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
Project Details	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress / Completed)	
Size of Project	
Value of Work Order (In Lakh) (only single work order)	

Name & Signature of authorised signatory

Seal of Company

Appendix-J

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at _____ between:

Life Insurance Corporation of India constituted under the Life Insurance Corporation of India Act, 1956 having its Central Office at Yogakshema, Nariman Point, Mumbai-21 through its _____ Department (hereinafter referred to as "LIC" which expression includes its successors and assigns) of the
ONE PART;

And

_____ a private/public limited company/LLP/Firm ~~strike off whichever is not applicable~~ incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 ~~strike off whichever is not applicable~~, having its registered office at _____ (hereinafter referred to as "_____" which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _____ is carrying on business of providing _____, has agreed to _____ for the LIC and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the "Receiving Party" and the Party disclosing the information being referred to as the "Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. Confidential Information and Confidential Materials:

- a. "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to developed, installed or purchased Disclosing

Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

- b. Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.
- c. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

- a. Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the LIC an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be construed a breach of this Agreement by Receiving Party.

- b. Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
 - i. the statutory auditors of the either party and ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- c. Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. Rights and Remedies:

- a. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- b. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- c. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - i. Suspension of access privileges
 - ii. Change of personnel assigned to the job
 - iii. Termination of contract
- d. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. Miscellaneous

- a. All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to

Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.

- b. Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- c. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- d. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- e. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- f. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- g. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- h. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- i. The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of three (3) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. Suggestions and Feedback:

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ (Month) 20__ at _____ (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

Appendix-K

Format for Performance Bank Guarantee (PBG) FOR E.M.D.

Ref:

Date:

This Deed of Guarantee executed by the _____ (Bank name) (hereinafter referred to as “ the Bank”) in favour of Life Insurance Corporation of India, having its corporate office at Yogakshema, Jeevan Bima MArg, Mumbai – 400 021 (hereinafter referred to as LIC) for an amount not exceeding Rs.14,00,000/- (Rupees Fourteen lakhs only) the request of (Supplier’s name and Address (hereinafter referred to as the “Supplier”).

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Supplier, upto a total amount of Rs.14,00,000/- (Rupees Fourteen Lakh only) and we undertake to pay you upon your first written demand, without cavil or argument, any sum or sums as specified by you within the limit of Rs.14,00,000/- (Rupees Fourteen lakh only).

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

This Bank Guarantee will be valid for a period upto _____ (for period of 39 months from the date of submission including 3 months claim period)

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

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

Dated at _____ this _____ day of _____ 2026.

Sealed & Signed by the Bank