



Request for Proposal

Support and Maintenance of Software stack for eFeap Next project

Ref: LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01

Dated: 31/07/2026

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1 DEFINITIONS & ABBREVIATIONS

1.1 Definitions -

LIC	Means without limitation the "Life Insurance Corporation of India" (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act 31 of 1956) having its Central Office at "Yogakshema", Jeevan Bima Marg, Mumbai 400 021
Bidder/Service Provider/System Integrator / Vendor	An eligible Entity / Firm / Original Equipment Manufacturer/ Company submitting the Bid in response to this RFP.
RFP	Request for Proposal Ref: LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026 inclusive of any clarifications/corrigenda/addenda to this RFP that may be issued by LIC.
Business day/Working Day	Shall be construed as a day excluding Saturdays ,Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies or State Governments or Central Government of India as applicable to the concerned LIC office.
Bid	The Bidder's written submissions in response to the RFP signed by Authorized signatory of the bidder
Bidder	An eligible firm i.e. firm fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual right.
Agreement /Contract	Any written contract between the Life Insurance Corporation of India and the successful bidder with respect to any/all deliverables or services contemplated by this RFP. Any Agreement shall be deemed to incorporate, as schedules, this RFP, all addenda/corrigenda issued by LIC, clarifications to the RFP, the Bid of the successful bidder and mutually agreed modifications thereto.
Authorized Signatory	The person authorized by the company's Board/ Managing Director/ Director through a proper authorization to represent the company for purpose of the bid submission, for signing the bid documents and finalization on behalf of the company
Clarifications	Means Addenda, corrigenda and clarifications to the RFP.
Contract Price	The grand total of the L1 prices after conclusion of online reverse auction.
Day	Calendar Day.
Deliverables & Services	Means all the services as per scope of work defined in the RFP.
Default Notice	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.

LAW	Shall mean any Act, notification, by laws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of any state or any other Government or regulatory authority including any Act of Parliament or of a State Legislature, Ordinances promulgated by the President under article 240, Bills enacted as President's Act under sub-clause(a) of clause(1) of Article 375 of the Constitution and includes rules, regulations, bye-laws and order issued or made there under.
L1 Quote	Lowest price discovered through the commercial evaluation/Online Reverse Auction held as per the conditions of the RFP.
"Solution"/ "Services"/ "Work"/ "System"/ "IT System"	Means all services, scope of work, and deliverables to be provided by the Bidder as described in this RFP, including, but not limited to, the provision of comprehensive technical support, preventive and corrective maintenance, incident management, operational monitoring, technical assistance, knowledge transfer (training), and all other obligations of the Service Provider as specified under this RFP
Terms of Reference	Means the section which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Bidder and expected results and deliverables of the assignment.
'Party' &'Parties	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the Parties and individually as a Party.
Personnel	Means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof.
Requirements	Shall mean statements which identify a necessary capability, characteristic, attribute or quality of a system and include schedules, details, description, and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP.
Specifications	Means all the functional, technical, operational, performance or other characteristics required of a Product or Service as mentioned in the RFP document or any of the annexure or clarifications to the RFP document.
Successful Bidder	The Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged L1 bidder to whom LIC notifies the award of contract/L1 bidder after online reverse auction. If no online reverse auction, L1 bidder as per the commercial bid.
Timelines	Wherever Timelines have been defined as days, weeks, months; they will mean calendar days, calendar weeks and calendar months.
Vendor/Service Provider	Selected Bidder as an outcome of the RFP with whom LIC signs the Contract.

Date of acceptance	The solution/support shall be deemed to have been accepted by LIC, subsequent to its commissioning, when all the activities as defined in the scope of work related to the acceptance of system have been successfully executed and completed and a certificate from LIC is obtained by the Bidder. The date of acceptance of the system will be the one stated in the Certificate issued in writing from LIC and duly signed by the authorized official of LIC.
Specified Personnel	Personnel deployed by the Bidder on the project to meet the requirements of the RFP and assigned to perform the services and any part thereof within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan in response to this RFP.
Acceptance of Tender	Means the letter/phone/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.
eFeap	eFEAP application is a three-tier architecture hosted on a Private Cloud environment using HCI infrastructure. It is powered by an in-house application developed using Java, MF COBOL, and MySQL
TPS stack	Third Party Software stack comprising of RHEL Operating System, MySQL Database, Visual COBOL Enterprise Server, JBOSS EAP, HAPROXY, Manage Engine, BigFix and Jenkins.
Two-stage Bid	The process where Stage 1 is the Eligibility Bid and Technical Bid, Stage 2 consists of Commercial Evaluation and ORA.
Total Contract Value/Total cost of Ownership	The total value of commercial bid made by the successful bidder. The grand total of the L1 quote after conclusion of Online Reverse Auction.
TCO@NPV	The sum of the present values of all the cash flows associated with the project. NPV will be calculated on the annual cash outflows. Discounting rate to be used:10%

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1.2 Abbreviations

Abbreviations	Description	Abbreviations	Description
#	Serial Number	PO	Purchase Order
AMC/ATS	Annual Maintenance Contract/Annual Technical Support	PO VALUE	Purchase Order Value
DC	Divisional Setup	RFP	Request for Proposal
CO	Central Office, LIC	RHEL	Red Hat Enterprise Linux
ORA	Online Reverse Auction	SI	System Integrator
DR	Disaster Recovery	SLA	Service Level Agreement
UAT	User Acceptance Testing	SP	Service Provider
DO	Divisional Office, LIC	SPOC	Single Point of Contact
GST	Goods and Services Tax	NOC	No Objection Certificate
INR	Indian National Rupee	TPS	Third Party Software
IT	Information Technology	NDA	Non-Disclosure Agreement
Non DC	Non Divisional Setup	OEM	Original Equipment Manufacturer
MS	Microsoft	TCO	Total Cost of Ownership
MSP	Managed Service Provider	VM	Virtual Machines
O&M	Operations and Maintenance	TPS	Third Party Software

Disclaimer

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP information is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.
4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

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

2 REQUEST FOR PROPOSAL

2.1 Invitation to bid

The Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (Act 31 of 1956) and having its Central Office at "Yogakshema", Jeevan Bima Marg, Mumbai – 400021, here by invites technically complete and commercially competitive proposals/sealed responses (hereinafter referred to as "Bids"), to this Request for Proposal ("RFP") in a two bid system from eligible bidders for provision of comprehensive Service Support, Preventive and Corrective Maintenance, and Operational Management of the Corporation's existing Third Party Software (TPS) stack(JBoss Enterprise Application Platform, RHEL,,COBOL server, MySql DB server, HA Proxy ,Deployment Stack (Jenkins, Manage Engine ,BigFix) and the eFeap application.

The objective of this RFP is to secure a dedicated Service Provider capable of ensuring the continuous availability, stability, performance, and security of the existing TPS stack. This engagement is intended to sustain the Corporation's business requirements through robust support, proactive monitoring, and timely incident resolution as set out in this RFP.

This invitation is open to established System Integrators and Managed Service Providers specializing in the ongoing support, technical maintenance, and performance optimization of enterprise-grade software stacks.

The formulation of the Evaluation Criteria, the conduct of the evaluation of the responses to the RFP, and the subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC. The decision of LIC shall be final and binding, and no correspondence regarding the evaluation decision will be entertained.

Interested entities are advised to study this RFP document carefully before submitting their proposals. Submission of a proposal in response to this notice shall be deemed to have been done after a thorough examination of this document with a full understanding of its terms, conditions, and operational implications.

LIC reserves the right to negotiate, change, modify, or alter any or all of the terms and provisions of the RFP or the agreement entered into pursuant to the RFP, and may request additional information from the Bidder if required. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other

party.

LIC does not guarantee or warrant suitability hereof or success to Bidder/Bidders or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof are deemed to be so taken after taking into account the commercial acumen.

This RFP describes the requirements in terms of services, deliverables, service levels, and performance outcomes. The Bidder bears the full responsibility for achieving these outcomes through diligent service delivery, expert technical support, and adherence to established standard operating procedures.

The Bidder should try to submit the Bid well before the last date to avoid any inconvenience at the last moment.

The services referred to herein shall cover the entire scope stated in section-4 (Scope of Work support and maintenance. of this RFP.

2.2 Pre-Contract Integrity Pact

This RFP is issued on the condition that only those bidders who submit a signed Pre-Contract Integrity Pact to LIC on a stamp paper of requisite value would be eligible to participate in the bidding. The "Pre-Contract Integrity Pact" as per **Annexure-1** is to be submitted.

As per CVC Circular No 015/VGL/091 dated 25.01.2022 of Standard Operating Procedure (SOP) for Adoption of Integrity Pact under clause No 2.02 provides "Integrity pact, in respect of a particular contract, shall operative from the date of IP is signed by both the parties till the completion of contract. After award of work, the IEM shall look into any issue relating to execution of contract, if specifically raised before them." Bidders may refer:

https://dtf.in/wpcontent/files/CVC_Circular_dated_25.01.2022__Adoption_and_implementation_of_Integrity_Pact_revision_of_eligibility_criteria_and_process_of_nomination_of_Independent_External_Monitors.pdf

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

The bidders are required to execute and upload a scan of the "Integrity Pact" as specified in Annexure-1 on requisite non judicial stamp paper, at the time of e-submission of the Bid and submit the original to Executive Director (IT/Digital Transformation) along with original EMD Bank Guarantee within prescribed timelines.

3 INSTRUCTIONS TO THE BIDDERS

3.1 Qualification Criteria

Participation in this bid is strictly for single legal entity and no consortium or joint venture is permitted. Only the bidders who meet all the qualification criteria mentioned in Section "Eligibility Criteria" of this RFP are eligible to participate in the RFP.

3.2 Terms and Conditions

This RFP document along with its Annexure/Appendices/ clarifications/addenda/corrigenda states the terms and conditions of this RFP. Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued, if any, will be contractually binding on the bidders and no separate agreement shall be entered into with the Selected Bidder. All the terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued will form the part of the purchase orders/any resulting contracts, to be issued to the selected Bidder from time to time as an outcome of this RFP Process.

3.3 Cost of Bidding

The bidder shall be responsible for and bear all the costs incurred in connection with participation in the RFP process, preparation and submission of its bid, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/ presentations, preparation of proposal, in providing any additional information required by LIC to facilitate the evaluation process. LIC will in no case be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

3.4 Relationship between LIC and the bidders

It is clarified that no binding relationship exists between any of the bidders and LIC of India till the purchase order is issued by LIC and/or execution of a contractual agreement.

3.5 Information provided in the RFP

The information provided in the RFP is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP.

Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where-ever necessary obtain independent advice.

LIC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

3.6 Bid Processing Fee

Eligible and interested bidders shall submit the Bid Processing Fee (non-refundable) of INR **11,800/-** (Inclusive of GST currently 18%) in the form of a NEFT/RTGS Transfer to Life Insurance Corporation of India. Bank Details are given in the **Annexure-10**. Bidder should submit the UTR Receipt along with bid. The bidder shall upload a scanned copy of the receipt evidencing payment of the Bid Processing fee to LIC (**Annexure -21**) at the time of e-submission of the Bid.

MSE bidders will be exempted from payment of bid processing fee if bidder can furnish requisite proof such as MSME/NSIC certificate subject to the satisfaction of LIC.

If the RFP is cancelled or re-called on any grounds, the tender document fees will not be refunded to the agency. Any bid submitted without Bid Processing fee will be summarily rejected unless exempted.

3.7 Activity Schedule

Refer **Annexure -11** for activity schedule

3.8 General Instructions

1. The Bidder may download the RFP documents from the websites mentioned below:

- a. www.licindia.in/Tenders
- b. e-procurement website www.tenderwizard.com/LIC.

The user manual containing instructions for bidders is given in **Annexure-19**.

2. The information provided in the RFP is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP.

3. The RFP provides an overview of the requirements, bidding procedures and contract terms. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidder must form their own conclusions about the support keeping in view, LIC's requirements. Information contained in this RFP and corrigenda, if any, should be taken as guidelines for Bidders.

4. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice.
5. LIC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.
6. LIC has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the work in order to submit viable Bids. However, LIC shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any corrigenda, nor of its being comprehensive or exhaustive. Nothing in this RFP or any corrigenda is indented to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any corrigenda, as applicable.
7. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every aspect will be at the Bidder's risk and may result in rejection of the Bid.
8. In response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.
9. All the terms and conditions and the contents of the RFP along with the Annexure(s), Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.
10. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of LIC. Any notification of preferred Bidder status by LIC shall not give rise to any enforceable rights to the Bidder.
11. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
12. Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non-complaint and the Bid may be rejected. Hence, Bidders must:
 - a. Include all required Documents, Certificates, etc. specified.
 - b. Follow the format provided and respond to each element in the order as set out
 - c. Comply with all requirements as set out.
13. LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP entered pursuant to the RFP and may request for additional information, if required from the Bidder. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof

will be deemed to have been taken after considering commercial acumen and also taking into account that LIC does not guarantee or warrant suitability hereof or success to the bidder or any other person or party.

3.9 Issue of Corrigendum

- a. LIC will endeavor to provide timely response to all queries in utmost good faith. However, LIC at its discretion may choose not respond to the query which is not under purview of this RFP.
- b. At any time prior to the last date for receipt of Bids, LIC may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP Document by issuing corrigendum.
- c. The corrigendum (if any) and clarifications to the queries from all Bidders will be issued only on the mentioned website in RFP. No separate notification shall be issued in the press. Bidders are requested to regularly visit the mentioned website to keep them updated.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. LIC, at its discretion, may extend the last date for the submission of Bids in order to allow Bidders a reasonable time to take into account the amendments if any, in preparing their Bids.
- f. Any change in the timelines as decided by LIC will be communicated by email to the eligible bidders.

3.10 Earnest Money Deposit

1. Bidders shall submit along with the bid, EMD of INR 45, 00,000/- (Rupees Forty Five Lacs Only) in the form of unconditional and irrevocable Bank Guarantee (BG) as per the format given in **Annexure-13** (Bank Guarantee for E.M.D.). This should be executed by a Nationalized/ Scheduled Bank payable at Mumbai.
2. In case of MSE bidders registered with MSME/NSIC, they are eligible for waiver of EMD. However, they need to provide valid MSME/NSIC Certificate as part of eligibility criteria. Such bidders should submit duly filled Bid Security Declaration Form instead of EMD as per **Annexure -7**
3. A scanned copy of Bank Guarantee against EMD or scanned copy of relevant MSME/NSIC certificate (applicable only to MSE units) should be uploaded mandatorily along with Bid submission stage
4. EMD shall be valid for a period of twelve months from the date of release of RFP.

5. Non submission of EMD along with Eligibility Bid Document will disqualify the Bidder.
6. The EMD will not carry any interest.
7. The EMD of those Bidders, who do not qualify in the eligibility evaluation or technical evaluation, will be returned to the issuing bank without interest after completion of RFP process.
8. The EMD will be refunded to the selected bidder after:
 - a. Acceptance of Purchase Order.
 - b. Signing of the Contract(s).
 - c. Submission of required Performance Bank Guarantee (PBG).
9. The EMD submitted by the bidder may be forfeited in full or part of, the bidder may be blacklisted and other action(s) may be taken against bidder if:
 - a. The bidder backs out of the RFP process after the last date and time for submission of bids.
 - b. The bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP.
 - c. The Bidder withdraws or amends its Bid during the period of Bid validity.
 - d. The Bidder makes any written statement or encloses any form which turns out to be False/ incorrect at any time prior to signing of Contract; or
 - e. Bidder does not respond to requests for clarification of its Proposal.
 - f. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - g. The successful bidder does not accept the Purchase Order issued by LIC or fail to sign the Contract(s) within the time prescribed by LIC.
 - h. The Bidder qualifies in this RFP as a successful bidder but fails or refuses to fulfill his contractual obligations after the award of contract and in case the bidder has not submitted PBG.
 - i. In the case of a successful Bidder, the bidder qualifies and backs out of their L1 quotes or, if the Bidder fails
 - to sign the Contract; or
 - to furnish unconditional and irrevocable Guarantee towards the Performance Guarantee as mentioned in this RFP or
 - to furnish Non-Disclosure Agreement (NDA) as per LIC's format
10. In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the shortlisted bidder

(Annexure-8)

who has been notified by LIC that its bid has been shortlisted. A Bidder granting the request will not be required nor permitted to modify its bid.

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

3.11 Pre-Bid Meeting & Clarifications

- a. LIC shall hold a pre-bid meeting with the prospective bidders as stated in Activity Schedule. The Bidders will have to ensure that all their queries are submitted in one consolidated e-mail in a single excel sheet as per the format mentioned in '**Annexure-20** ' – **Pre-Bid Queries Template**, latest by the date & time mentioned in the Activity Schedule.
- b. Only 2 representatives per bidder will be allowed to attend the meeting/events related to this RFP and the names of the attendees will have to be informed on the mail efeap.next_rfp@licindia.com two business days prior to the date of the meeting/event. Representatives of the bidder(s) attending the meeting/event will have to bring their company Identity Cards for verification.
- c. Clarifications, if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document, have to be obtained by the bidder latest by the date & time mentioned in the Activity Schedule. Thereafter, no representations/ queries will be entertained in this regard. Later on, if any issue(s) arise, LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.
- d. The queries should necessarily be submitted in the format as per '**Annexure-20**' – Pre-Bid Queries Template to the email id efeap.next_rfp@licindia.com. The file size should not exceed 10 MB. No other form of communication shall be entertained.
- e. LIC will endeavor to provide timely response to all queries. However, LIC shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by LIC.
- f. At any time prior to the last date for receipt of bids, LIC may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document through clarifications.
- g. Clarifications (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document and would be notified on the official web-site of LIC (<http://www.licindia.in/Bottom-Links/Tenders>) and e-procurement website www.tenderwizard.com/LIC.
- h. In order to provide prospective bidders reasonable time for taking the clarifications into account, LIC may, at any time prior to the date of bid submission, extend the date for the submission of Bids.
- i. Verbal requests for clarification will not be entertained.
- j. LIC may decide to accept any deviation at its discretion. However this will be done before opening of indicative commercial bids.

- k. If any compliance or clarification sought by LIC is not submitted within 5 business days of being called for, the bids are liable to be rejected.
- l. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.

3.12 Instructions for Bid Submission:

The bidders are requested to refer the e-tendering user manual attached with this RFP as **Annexure-19** general instructions to bidders for bid submission/e-procurement process.

The online submissions need to be made at the e-procurement portal on or before the last date and time as stated in this RFP. The authorized signatories of the Bidder should sign on all pages of the proposal.

The following naming convention may be followed while submitting the document along with bid :

A-<serial Number of Annexure>_RFP-eFEAP SOFTWARE-STACK-SUPPORT & MAINTENANCE_<Heading Of Annexure>_<Company-Name-Abbreviation>.i.e A-1_RFP-SOFTWARE-STACK-SUPPORT & MAINTENANCE_Pre-Contract-Integrity-Pact_<Company-Name-Abbreviation>

The attachments uploaded on e-procurement site should have clear indication/heading of Envelope to which the attachment belongs; the contents of different envelopes are to be attached separately.

The Bidder should submit their Bids along with required Annexures, Certificates and other required documents etc. as stated in the Section "Eligibility Criteria" or elsewhere in the RFP, in sealed envelopes in the following manner:

Note: All the Annexures, Certificates and other required documents uploaded to the e-procurement portal must also be submitted as hard copies to the LIC office at the address provided below. The hard copies must reach the office within 5 days of the last online bid submission date.

LIC's Address for hardcopies submission:

Executive Director (IT / Digital Transformation)
Life Insurance Corporation of India,
IT/Digital Transformation Department, 3rd Floor, Jeevan Seva Annexe,
S.V.Road, Santa Cruz(W)
Mumbai – 400 054

- a. Envelope-I :Financial Documents-** The First Sub Envelope containing the UTR Receipt/BG for Bid Processing Fee, Earnest Money Deposit (EMD)/Bid Security Declaration Form, Pre contract Integrity Pact should be submitted in a sealed cover super-scribed as:

**"Envelope-I-- "Pre-Contract Integrity Pact, EMD & Bid Processing Fee for
RFP Ref: LIC/CO/IT-SD/ EFEAP-NEXT/SOFTWARE-STACK-SUPPORT &
MAINTENANCE/26-, Dated: 31/07/2026, SUBMITTED (BY _____Bidder's Name)"**

b.Envelope –II Eligibility Bid –The documents classified as Eligibility Bid should be submitted/uploaded and super-scribed as:

"Envelope-II - ELIGIBILITY BID FOR RFP Ref: LIC/CO/IT-SD/ EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01, Dated: 31/07/2026 SUBMITTED BY _____(Bidder's Name)"

c. Envelope-III --Technical Bid- The documents classified as Technical Bid as per the RFP conditions should be submitted/uploaded and super-scribed as:

"Envelope – III -Technical BID FOR RFP Ref: LIC/CO/IT-SD/ EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01, Dated: 31/07/2026 SUBMITTED BY __ (Bidder's Name)"

d. Envelope-IV: Commercial Bid- The Commercial Bid document for the Software Support and services should be submitted /uploaded and super-scribed as:

"Envelope-IV- Commercial BID FOR RFP Ref: EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01, Dated: 31/07/2026 SUBMITTED BY __ (Bidder's Name)"

1. All the folders should indicate clearly the name of bidder.
2. Please note that if the folder containing technical bid is found to contain indicative commercial Bid also, then that bid will be rejected outright.
3. Please Note that Prices must not be indicated in the Technical Bid, failing which the Bid may be rejected.
4. Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/tender and subsequent modification(s) to this tender, if any.
5. The Bidders should submit their Bid along Bank Guarantee towards the EMD, other required documents and Certificates as stated in the RFP.

6. The soft copies of the bid (all documents and Annexures submitted as a part of bid or called for by the LIC) must be serially numbered, duly signed and stamped on each page/digitally signed. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for an un-amended printed literature.
7. The bid will be treated as legally void and will be rejected if:
 - a. Bid is not signed by the duly authorized person; or
 - b. Bid submitted is unsigned or partially unsigned; or
 - c. An image of signature found pasted on pages instead of wet signature; or
 - d. Pre-contract Integrity Pact (duly filled and signed), EMD /Bid Security Declaration and proof of Bid processing fee not enclosed
 - e. Bids are not submitted in respective folders as stipulated above.
8. By submitting a bid, the bidder's signatory certifies that in connection with this RFP;
 - a. The bidder's organization or an agent of the bidder's organization has arrived at the technical offer and prices in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition.
 - b. The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor.
 - c. No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
9. Ordinarily the bid shall contain no overwriting. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them. Overwriting/correction in the commercial bids are not permitted and any such overwriting in commercial bid will lead to its rejection.
10. The specifications (Technical and Commercial Bids format) shall be submitted in the spread sheets as per respective Annexures.
11. The contents of the Soft copies submitted in the Digital Format to LIC or the hard copies and the contents of the soft copies submitted on e-procurement site shall be exactly same. If not, the **BID MAY BE REJECTED**.
12. In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, penalty will be charged as per the provision of RFP and recovered from the EMD.

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

14. During scrutiny of technical bid, if any technical specification/s of any item is/ are changed by mutual consent to meet our requirement, all the Bidders will be informed of the same and asked to submit fresh quotation for that/ those item/s if any, in a separate cover duly sealed and super-scribed **"REVISED BID for RFP Ref: LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01, Dated: 31/07/2026"**.

3.14.1 Non-Disclosure Agreement (NDA)

The successful bidder shall submit along with the Bid, a duly notarized Non-Disclosure agreement on a stamp paper of 500/- (Rupees five hundred only) or as per stamp duty payable in the respective state, as per the format given in **Annexure-8** duly signed by the Authorized Signatory of the Company.

3.14.2 Undertaking for Quality Assurance

The Bidder should submit an undertaking/ declaration on Company letter head as per format given in **Annexure-14** duly signed by the Authorized Signatory.

3.14.3 Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and LIC shall be in English language. As far as numbers are concerned the same should be in English Numerals.

3.14.4 Bid Currencies

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

3.14.5 Arithmetical errors

The Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.

3.13 Assumptions / Deviations:

The bidder may provide assumptions / deviations on technical only to the contents of this RFP document at the time of submission of the Bid in envelope containing the Technical Bid in the format given with the caption: Schedule of Assumptions and Deviations from RFP. It may be noted that once the assumptions / deviations are provided, the Bidder would not be allowed to withdraw the same. The Bid Evaluation Committee would evaluate and re-classify them as "material deviation" or "non-material deviation". In case of material assumption / deviation, the committee may decide to monetize their value, which has to be added to the price bid submitted by the bidder, or reject the bid, prior to announcement of technical scores. The bidders would be informed in writing on the committee's decision on the assumptions / deviations, prior to announcement of technical scores. The bidder would not be allowed to withdraw the assumptions / deviations at this stage. No correspondence in this matter will be entertained. In case of non-material assumptions / deviations, the same would form a part of the Bid and the Contract.

3.14 Physical Documents Required for Bid Submission

The following documents are required to be submitted in physical form:

- a) EMD in the form of Bank Guarantee. (Annexure -13)
- b) Pre-Contract Integrity Pact. (Annexure -1)
- c) Proof of Bid Processing fee paid.(as per Annexure -21)

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

The annexures and their contents should be submitted as stated in the formats only. The bid may be rejected in case of non-adherence to any of the above instructions.

3.15 Clarification on Bids

During evaluation of bids, LIC may, at its discretion, ask the Bidder for clarifications on its bid. The request for clarification and the response shall be through the designated mail. If any compliance or clarification sought by LIC is not submitted within 3 business days or the time as communicated by LIC of being called for; the bids are liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.

3.16 Modification and Withdrawal of the Bids

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

3.17 Compliant Bids / Completeness of Response

The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.

- A. Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- B. Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.
- C. Bid with insufficient information to permit a thorough analysis may be rejected.
- D. LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- E. Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to modify any of the requirements of the bid, in, the best interests of LIC. Decision of LIC in this regard shall be final.
- F. Rejection of non-compliant bid:
 - a. LIC reserves the right to reject any or all bids on the basis of any deviation(s).
 - b. Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.
- G. Bid with insufficient information to permit a thorough evaluation may be rejected.
- H. LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- I. Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid, in, the best interests of LIC.

3.18 Bid Validity Period:

Bids shall remain valid for 180 days after the date of Online Reverse Auction (ORA) prescribed by LIC, in the Activity Schedule.

LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period.

However, LIC reserves the right to seek bidder's consent for extension of the period of validity any time before the expiry of validity period as stated above. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended by the bidder. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted. Such extension will not require modification of the bids already submitted.

3.19 Late Bids

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

3.20 Procedure for opening of the bids

Bids received within the specified closing date and time in the Activity Schedule will be opened in the presence of bidders' authorized representatives (only 2 representatives per bidder will be allowed) who choose to attend the opening of the bids on the specified date, time and venue as given in the Activity Schedule.

The bids opening will be done online however all other terms and conditions will remain same as stated in this section and RFP.

- a) The date and Venue of the opening of the Bids shall be as per the Activity Schedule. The Eligibility and technical bid shall be opened by LIC in the presence of the bidders/their authorized representatives who choose to attend, as per the activity schedule.
- b) The Pre-Contract Integrity Pact, EMD, Eligibility Bid, Technical Bid and Commercial bid shall be opened as stated in the activity schedule.
- c) The bids opening will be done online and the bidders who wish to participate in the bid opening, needs to send a request at least one day prior in the email address for correspondence mentioned in the activity schedule.
- d) The indicative commercial bids of technically shortlisted bidders will be opened by LIC in the presence of the bidders/their authorized representatives who choose to attend.

- e) The representatives of the bidders should carry the organization's photo identity card and a letter of authority bearing their photograph from the bidder organization to identify their credentials for attending the opening of Indicative commercial Bids.

3.21 Evaluation of Bids

1. The Eligibility of the qualified bidders shall be duly scrutinized and evaluated and clarifications (if any) sought.
2. The Bidder who has been declared Eligible after the Eligibility Bid Evaluation and who on the basis of scoring at least 70% marks in the Technical Evaluation will be eligible for Commercial evaluation.
3. The commercial bid evaluation will be in two steps, that is first opening of the Commercial Bid submitted by the Bidders and then Online Reverse Auction will be conducted and the eligible Bidders will be informed about the "Business Rules" and the details of the ORA, subsequently.
4. The L1 rate will be discovered and declared as L1 rate, based on the outcome of the Online Reverse Auction (ORA).

3.22 Final Bid (Applicable at stage two of bid)

On completion of the Eligibility and Technical bid evaluation, the commercial bids of technically short listed bidders will be opened by the Tender Opening Committee of LIC in the presence of the bidders/ their authorized representatives who choose to attend. The date and time for opening of the Commercial Bid will be informed to the qualified bidders.

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

- a. LIC shall provide web based E-tender system for reverse auction.
- b. Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder.
- c. During reverse auction, the participating Bidders shall input only the total cost that they have to offer. This amount shall be arrived at by the bidder themselves off-line by using the formula mentioned for evaluation to outbid the earlier bid.
- d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e. The indicative commercial figure quoted will be an all-inclusive figure – inclusive of out of pocket expenses, travelling, boarding, lodging, all taxes,

duties, license fees, road permits and transit insurance etc., except GST and Services Tax . No such expenses will be reimbursed separately.

- f. Any conditional bid would be rejected.
- g. The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000 as amended from time to time.
- h. In case, only one bidder is technically qualified, no reverse auction will take place. However, LIC reserves right to negotiate price with the lone bidder. The prices once finalized through online reverse auction or negotiation will be termed as the approved prices.
- i. LIC will determine the Start Price and other parameters for the Reverse Auction:
 - 1. on its own and / or
 - 2. Evaluating the price band information available in the indicative commercial bids of the technically qualified bidders based on the basis of the lowest quote received in the indicative commercial bids.
- j. Based on the Total Cost of Ownership (TCO)@NPV declared by the Bidders during the Reverse Auction, the Bidders will be categorized as L1, L2, L3 etc. (In the ascending order, i.e. L1 being the Bidder with the lowest TCO @NPV, followed by L2 with the next lowest TCO@NPV and so on.)
- k. The bidders are expected to broadly maintain the proportion of prices for various line items of Bill of Material, even when the total price has reduced in the auction. Any significant reduction in the cost of Software Support / Services / Professional Support/Training / Manpower deployment is not desired during reverse auction. LIC may require the bidder to justify and maintain reasonableness of cost of such items. LIC's decision in this matter shall be final and binding.
- l. The final outcome of the bidding process will be published.
- m. The bid price shall be in Indian Rupees.
- n. The bidder would need to provide all costs in commercial annexure with commercial bid details. The cost summary from these will flow into the Summary sheet of indicative Commercial bid details.
- o. The bidder with the L1 Quote, post the Online Reverse Auction and Commercial evaluation will be declared L1 Bidder. However, if the prices discovered as a part of the Online Reverse Auction are felt to be unrealistic for the products

offered or beyond LICs budget estimates, to give a fair chance to the bidder, LIC shall call the bidder along with the OEM for a price negotiation. Post this only, the commercial bid process will be termed as complete.

- p. After the close of online reverse auction, the L1 bidder shall provide a commercial breakup of all the line items along with the working sheet to LIC within 5 working days, failing which LIC reserves the right to reject the bid and forfeit EMD.
- q. In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid and EMD.
- r. The selected L1 bidder will be informed about the selection and the result will be notified on the LIC website mentioned above and the bidders are advised to visit the above website for any information in reference to this RFP.

Within 7 days of notification of award from LIC, the Bidder will furnish Performance Bank Guarantee, valid for the entire contract period. After the submission of Performance Bank Guarantee by the successful Bidder, the Bidder will be required to enter into a contract with LIC.

In case the selected bidder fails to submit performance guarantee within the time and manner stipulated, LIC at its discretion may cancel the notification of award placed on the selected bidder without giving any notice whatsoever.

- s. In the event the Bidder has not quoted or has omitted any product or service, then it will be deemed that the Bidder shall provide the same product and/or service at no additional cost to LIC.
- t. At the end of warranty period, the contract may be renegotiated as mutually agreed by both parties. The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.
- u. At this stage, the EMD of the unsuccessful Bidder (s) shall be returned to Bidder
- v. The bidder with the lowest quote at the end of the reverse auction process will become the successful bidder.

3.23 Request to extend validity period of the bid and EMD by LIC

In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid and EMD. The request and the response thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify its bid.

3.24 Right to accept any bid and to reject any or all Bid(s)

LIC reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for LIC's action.

3.25 Notification of award

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

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4 SCOPE OF WORK: SUPPORT AND MAINTENANCE OF eFEAP SOFTWARE STACK

4.1 Current State:

All DC and NON-DC environments are consolidated across four Co-location sites built on a Hyper-Converged Infrastructure (HCI)... Each co-location (colo) site hosts multiple DC and Non-DC instances across two operational zones, with Primary and Near Disaster Recovery (Near DR) environments. In addition, LIC maintains two Far Disaster Recovery (Far DR) sites including one located within LIC premises.

The existing eFEAP application is based on a three-tier architecture, with all application components hosted on an enterprise Linux operating system. The application stack comprises:

- A web tier hosting Java-based application components on an enterprise application server JBOSS EAP.
- An application tier hosting COBOL-based business services on an enterprise application runtime platform.
- A software-based load balancer (HAPROXY) facilitating communication between the web and application tiers.
- An enterprise relational database management system (mysql) serving as the backend database.
- A Java Runtime Environment (JRE/JDK) supporting application execution across development and production environments.
- A hardware load balancer providing HTTP/HTTPS-based traffic distribution and high availability for end-user access.
- Jenkins for release management.
- Manage Engine/BigFix for patch deployment.

Each DC environment consists of:

- Three Web Servers hosting the web/application server platform.
- Three Application Servers hosting the application runtime platform.
- One Primary Database Server.
- Three Replica Database Servers located across the Near DR, Far DR, and Partial Disaster Recovery (PDR) sites to support data replication and business continuity.

Each NON-DC environment consists of:

- One server hosting both the web/application server and application runtime platform.
- One Primary Database Server.
- Three Replica Database Servers located across the Near DR, Far DR, and PDR sites to support database replication and disaster recovery.

4.1.1 Co-Location/Zone /Production Server details for DC setup are given in the table below

Co-Location	Zone	No of DCs	Total Jboss Servers	Total Cobol Servers	Total DB Servers (1 Production and 3 Slave servers)
COLO 1	Zone -1	17	51	51	68
	Zone - 2	12	36	36	48
COLO 2	Zone -3	11	33	33	44
	Zone - 4	12	36	36	48
Colo -3	Zone -5	13	39	39	52
	Zone - 6	18	54	54	72
Colo- 4	Zone -7	23	69	69	92
	Zone -8	8	24	24	32
	Zone -9	3	9	9	12
Total		117	351	351	468

4.1.2 Below are the list of servers in NonDC setup

Co-Location	Zone	No of Non DCs	Hybrid Server(JBOSS & COBOL)	Total DB Servers (1 Production and 3 Slave servers)
COLO -1	Zone 1	2	2	8
	Zone 2	2	2	8
Colo -2	Zone 3	2	2	8
	Zone 4	3	3	12
Colo- 3	Zone 5	2	2	8
	Zone 6	3	3	12
Colo-4	Zone 7	3	3	12
	Zone 8	2	2	8
	Zone 9	8	8	32
Total		27	27	108

4.1.3 Below are the list of servers in UAT setups

Type	No of UATs	Total Jboss Servers	Total Cobol Servers	Total DB Servers
DC UAT Setups	15	45	45	60
Non DC UAT Setups	5	-	5	20

4.2 Scope of Services

The selected Bidder shall provide comprehensive end-to-end support, maintenance, administration, monitoring, and lifecycle management of the Enterprise Application Platform (eFEAP), associated software stack, Operating System, Database, Middleware, and cloud-hosted components across Development, Test, UAT, Production, and Disaster Recovery (DR) environments. The scope shall include, but not be limited to, the following:

4.2.1 Installation, Configuration and Environment Management

- ReInstall, configure, upgrade, and maintain all software components covered under the contract.
- Ensure compatibility with existing infrastructure, applications, and integrated systems.
- Implement OEM-recommended best practices during installation and configuration.
- Maintain configuration consistency across Development, Test, UAT, Production, and DR environments.
- Manage system software, configuration backups, and recovery procedures.
- Creation of new DC, Non-DC under Development, Test, UAT, Production Environments including installation and other related activities.

4.2.2 Production Operations and Monitoring

- Provide dedicated **24x7x365** operational and technical support through qualified on-site resources.
- Continuously monitor application, middleware, database, operating system, and infrastructure health.
- Monitor system availability, capacity, resource utilization, and performance.
- Perform preventive maintenance to ensure uninterrupted operations and service continuity.
- Ensure compliance with agreed Service Level Agreements (SLAs).

4.2.3 Incident, Problem and Service Request Management

- Identify, log, categorize, prioritize, troubleshoot, and resolve incidents within defined SLA timelines.
- Perform Root Cause Analysis (RCA) for recurring or critical incidents.
- Implement corrective and preventive actions to minimize recurrence.
- Manage service requests, operational issues, and production support activities.
- Maintain complete incident documentation and closure reports.

4.2.4 Change, Patch, Release and Deployment Management

- Evaluate, plan, test, implement, and validate OEM patches, hotfixes, service packs, and minor version upgrades.
- Prepare, version, package, and manage release deliverables, including deployment scripts and configuration changes.
- Establish, maintain, and operate CI/CD pipelines for automated build, validation, release, and deployment activities.
- Perform deployments across Development, Test, UAT, DR, and Production environments after obtaining necessary approvals.
- Conduct post-deployment validation, health checks, rollback support, and issue resolution.

4.2.5 TPS Stack Lifecycle Management

- Plan and execute lifecycle management and upgrades of the Operating System, Database, Middleware, and application software stack.
- Perform version upgrades, migration activities, compatibility validation, and supportability assessments.
- Proactively monitor OEM product releases, version changes, deprecation notices, and support lifecycle updates.
- Notify LIC at least twelve (12) months before any product reaches End-of-Support and recommend an appropriate continuity or upgrade strategy.

4.2.6 Performance, Capacity and Technical Optimization

- Monitor application and infrastructure performance.
- Identify performance bottlenecks and recommend optimization measures.
- Perform application performance tuning, database optimization, operating system tuning, middleware optimization, and configuration fine-tuning.
- Conduct capacity planning and recommend infrastructure scaling based on utilization and business growth.
- Support performance benchmarking and forecasting.

4.2.7 Vendor Coordination and OEM Support

- Raise and manage support tickets with OEMs or third-party software vendors.
- Coordinate issue resolution, escalation management, and follow-up activities.
- Validate and deploy OEM-provided fixes, patches, and updates after appropriate testing.

4.2.8 Integration Support

- Support integrations between the application platform and internal or external systems.
- Troubleshoot API, middleware, authentication, connectivity, and data exchange issues.
- Validate interoperability following upgrades, configuration changes, or software releases.

4.2.9 Security and Compliance

- Implement security patches, OEM security advisories, and vulnerability remediation activities.
- Address observations arising from Vulnerability Assessment and Penetration Testing (VA/PT), security audits, and performance reviews within timelines specified by LIC.
- Ensure compliance with LIC's information security policies, regulatory requirements, and infrastructure standards.
- Obtain prior written approval from LIC before implementing any production changes affecting software, database, operating system, or infrastructure.

4.2.10 Disaster Recovery Support

- Maintain operational readiness of the Disaster Recovery environment.
- Participate in scheduled DR drills and business continuity exercises.
- Support Production-DR switchovers/Switchbacks, validation, synchronization, and recovery activities.
- Perform post-DR validation to ensure application and infrastructure availability.

4.2.11 Documentation and Knowledge Management

- Maintain installation guides, configuration documents, architecture diagrams, run books, SOPs, operational manuals, and knowledge articles.
- Document known issues, workarounds, troubleshooting procedures, release documentation, and configuration changes.
- Develop FAQs and troubleshooting guides.
- Conduct structured knowledge transfer sessions for LIC personnel and authorized third-party vendors.

4.2.12 Reporting and Governance

- Submit Daily Reports including shift handover, incident summaries, and pending issues.
- Submit Weekly Reports covering service performance, major incidents, risks, and ongoing activities.
- Submit Monthly Reports detailing SLA compliance, incident trends, problem management, system availability, capacity utilization, patch status, vulnerability remediation, system health, and service improvement recommendations.
- Maintain and periodically update the escalation matrix and governance documentation.

4.2.13 Technical Consultation

Providing expert guidance on system hardening, configuration fine-tuning, database parameters and related fine-tuning in compliance with internal security and regulatory requirements.

4.2.14 General Vendor Responsibilities

- Provide comprehensive preventive and corrective maintenance throughout the contract period.
- Ensure uninterrupted staffing and support during business hours, maintenance windows, peak workloads, and critical production activities without additional cost.
- Maintain confidentiality of LIC information and comply with all applicable security policies.
- Ensure all services are delivered using qualified personnel and industry best practices.
- Ensure the supported software platform consistently meets requirements for availability, integrity, security, reliability, and performance throughout the contract period.
- Maintain Service quality and SLA adherence throughout the engagement

4.3 Resource Deployment Requirements

Note: All Onsite Engineers shall be stationed at the CO-IT/DT Department, Mumbai. However, at the sole discretion of LIC, and without assigning any reason thereof, the Bidder shall ensure that all or part of the Onsite Engineer(s) and/or the Project Manager are relocated to site designated by LIC in Bengaluru, as and when instructed by LIC, with notice period of three (3) months. All costs associated with such relocation shall be borne by the Bidder.

4.3.1 L2 Support Engineer

The selected bidder shall provide dedicated L2 support engineers as per the following requirements:

Requirement	Details
Support Coverage	24 Hours x 365 Days
Shift Model	Three Shifts
Resources per Shift	4 Engineers
Total Engineers Required	Minimum 12 Engineers
Location	LIC's Premises (On-site)
Support Level	L2 Support

The vendor shall ensure adequate backup resources for:

- Weekly offs.
- Public holidays.
- Leave replacements.
- Attrition management.
- Emergency resource replacement.

Under no circumstances shall staffing levels fall below the prescribed requirements.

4.3.2 Mandatory Technical Skill Requirements

All deployed engineers shall possess hands-on experience and operational support capability in the following technologies:

Application and Middleware

- JBoss Application Server.
- COBOL Application Server.

Database

- MySQL Database Administration and Troubleshooting.

DevOps and CI/CD

- Jenkins.
- Build and Release Management.

Load Balancer and Web Infrastructure

- HA Proxy.
- SSL/TLS Certificate Management.

Operating System

- Red Hat Enterprise Linux (RHEL).
- Shell Scripting.
- System Administration.

General Skills

- Application troubleshooting.
- Log analysis.
- Performance monitoring and tuning.
- Incident management.
- Change management.
- Root cause analysis.
- Documentation and reporting.

4.3.3 Cross-Training Requirement

Prior to deployment, the vendor shall ensure all support engineers undergo structured cross-training covering all technologies within the scope.

Training Deliverables

The vendor shall certify that every engineer is capable of providing first-level operational support across:

- JBoss
- Rocket Software/Micro Focus COBOL Server
- MySQL
- Jenkins
- HAProxy
- RHEL
- Manage Engine/ BigFix

The cross-training program shall include:

- eFEAP Architecture overview.
- Operational procedures.
- Monitoring activities.
- Incident handling.
- Escalation procedures.
- Security procedures.
- Disaster Recovery procedures.
- Configuration Audit and Vulnerability Assessment (CAVA), including configuration and remediation of identified issues.
- Patch Management.
- Installation and configuration of DC/NON DC for UAT and Production setups

4.3.4 Terms and Conditions of proposed Onsite engineer

1. The Onsite engineer should have a minimum of 3+ years of experience.
2. The Onsite Engineer should have the knowledge of all the technologies relevant for implementation, integration and management of application.
3. The Onsite Engineer should be a graduate engineer, holding a minimum qualification of B.Tech/B.E./MCA or an equivalent qualification recognized by a competent authority
4. The Onsite Engineer(s) should be employees of the bidder and should be on the Bidder's payroll.
5. Details of the concerned candidate, along with his/her CV duly authenticated by bidder should be made available to LIC within two weeks from the date of selection as L1 bidder.
6. Background check of the engineer is to be carried out by the bidder. LIC may also additionally carry out background check using 3rd party agency finalized by LIC.
7. The engineer will be called for an interview by LIC and if rejected, Bidder will have to provide an alternate candidate within a period of 30 days.
8. In case any onsite engineer is to be changed by the Bidder, minimum of one month overlapping period has to be there between the new and old engineer.

9. The onsite engineer may have to be changed, if LIC so desires. Notice period for the same will be of 30 days from LIC, and Bidder will have to provide a substitute engineer within that period.
10. Any resource failing to demonstrate adequate competency may be rejected and replaced by the vendor at no additional cost.

4.3.5 Role of L2 Onsite Engineer:-

The proposed L2 Engineer(s) shall be specialists in their respective technologies; however, they shall also be responsible for performing all the activities specified in this RFP.

4.3.6 Project Manager

The bidder shall nominate one dedicated Onsite Project Manager responsible for overall service delivery governance.

Project Manager Responsibilities include:

- Service delivery management.
- Resource planning and scheduling.
- Escalation management.
- SLA compliance monitoring.
- Monthly service reviews.
- Customer coordination.
- Reporting and governance.

Project Manager Presence:

- Project Manager should be available onsite for 8 hours on all working days as per LIC.
- Additional visits during critical incidents, audits, upgrades, or management reviews.

4.3.7 Terms and Conditions of proposed Project Manager

1. The Project Manager should have a minimum of 5+ years of relevant experience in managing IT infrastructure, application implementation, integration, and support projects.
2. The Project Manager should possess strong knowledge of project management methodologies and have the ability to plan, coordinate, monitor, and successfully deliver projects involving application implementation, integration, and operational management.
3. The Project Manager should be capable of managing project schedules, resources, risks, stakeholder communication, vendor coordination, and ensuring adherence to quality, scope, and service level requirements.
4. The Project Manager should be a graduate engineer, holding a minimum qualification of B.Tech/B.E./MCA or an equivalent qualification recognized by a competent authority.

5. The Project Manager should be an employee of the bidder and should be on Bidder's payroll.
6. Details of the concerned candidate, along with his/her CV duly authenticated by bidder should be made available to LIC within two weeks from the date of selection as L1 bidder.
7. Background check of the Project Manager is to be carried out by the bidder. LIC may also additionally carry out background check using 3rd party agency finalized by LIC.
8. The Project Manager will be called for an interview by LIC and if rejected, Bidder will have to provide an alternate candidate within a period of 30 days.
9. In case any Project Manager is to be changed by the Bidder, minimum of one month overlapping period has to be there between the new and old Project Manager.
10. The Project Manager may have to be changed, if LIC so desires. Notice period for the same will be of 30 days from LIC, and Bidder will have to provide a substitute Project Manager within that period.
11. Any resource failing to demonstrate adequate competency may be rejected and replaced by the vendor at no additional cost.

4.4 Service Level Expectations

The bidder shall adhere to mutually agreed Service Level Agreements as stated in the **section 8**

4.5 Resource Management

The bidder shall:

- Maintain resource continuity.
- Provide advance notification for resource replacement of at least 2 months in advance.
- Ensure minimum overlap during transitions of at least 1 month
- Conduct knowledge transfer before resource replacement.
- Maintain an updated skill matrix.

Resource replacement shall be completed within 15 working days from LIC notification maintaining transition period.

4.6 Deliverables and Timelines:

The Bidder shall be responsible for adhering to the following operational deliverables and service level targets throughout the contract period. Failure to meet these targets will result in the invocation of penalty clauses as per SLA

1. The Bidder shall commence support and maintenance services immediately upon the effective date of the contract. The Bidder is required to undertake proactive monitoring and maintain the TPS stack in full operational readiness, including release, deployment, and CI/CD pipeline operations.
2. The Bidder's performance will be reviewed on a monthly basis. Service success is defined as the maintenance of system uptime at 99.9% and the timely resolution of all reported incidents, and successful execution of release, deployment, and

validation activities without performance degradation .The Bidder is required to conduct a comprehensive performance review with LIC officials on a quarterly basis.

3. The Bidder shall proactively address any performance bottlenecks or security vulnerabilities. If the Bidder fails to resolve critical issues within the agreed-upon SLA timelines, LIC will initiate the following:
 - Penalties will be calculated based on the quarterly contract value and deducted from the amount payable to the Bidder.
 - Any penalties exceeding the quarterly amount will be recovered by invoking the Performance Bank Guarantee (PBG).
 - Recovery of further amounts over and above the PBG will be subject to legal adjudication.
4. In the event of consistent failure to meet Service Level Targets—specifically regarding incident resolution, system availability, or mandatory reporting—the Bidder may be issued a formal "Notice of Default."
 - If performance does not improve to the satisfaction of LIC within the cure period specified in the notice, LIC reserves the right to cancel the contract.
 - In such cases, the Bidder may be disallowed/debarred from participating in future RFPs floated by LIC for a period of up to three years.
5. The interpretation of Service Level adherence, the assessment of penalties, and the decision to terminate the contract due to non-performance shall be taken by LIC. Such decisions shall be final and binding on the Bidder.

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5 ELIGIBILITY CRITERIA

- To be eligible to respond to this RFP, bidders must fulfill the minimum eligibility criteria specified in **Annexure 3** and submit a detailed response demonstrating compliance with each criterion, along with the prescribed supporting eligibility documents.
- Bids received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.
- Bidder to satisfy all the criteria in his individual capacity unless mentioned otherwise.
- Bidders having met ALL the criteria mentioned in **Annexure -3** and desirous to submit supporting documents are only eligible for second stage of Bid.
- The status of all the certifications should be valid/in force as on the date of submission of bid.
- The decision of LIC would be final and binding on all the Bidders to this RFP. LIC may accept or reject an offer without assigning any reason what so ever. The above eligibility criteria must be complied as per **Annexure-16** Compliance sheet for Qualification Bid.
- All the documents/ proforma(s)/ Certificates should be signed/ attested by the Signatory of the Company authorized as per the Power of Attorney or as per the copy of the Board resolution appointing the authorized signatory duly authorizing the authorized signatory to act on behalf of the Bidder for all legal and financial matters pertaining to this Bid and the resulting contract if any. Documentary evidence should be submitted along with power of Attorney proving that the authority delegating the powers has the necessary powers to do so from the bidder's company.

Note: Please submit the responses to eligibility criteria point wise with documentary evidence against each criterion.

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6 EVALUATION PROCESS

6.1 Evaluation Approach

Bidders shall submit the following as part of their bid submission in the initial stage itself:

- Eligibility Bid
- Technical Bid
- Indicative Commercial Bid (to remain unopened until completion of the technical evaluation)

The evaluation process shall be undertaken in the following sequence:

Stage 1: Eligibility and Technical Evaluation

1. **Eligibility Evaluation:** The Eligibility Bids of all bidders shall be evaluated to determine compliance with the eligibility criteria specified in this RFP.
2. **Technical Evaluation:** Only those bidders who are found to be eligible during the Eligibility Evaluation shall have their Technical Bids evaluated.

Note: Only bidders who successfully meet the technical evaluation criteria and achieve the prescribed qualifying requirements shall be declared technically qualified and become eligible for the next stage of the evaluation process.

Stage 2: Commercial Evaluation and ORA

The Indicative Commercial Bids of only the technically qualified bidders shall be opened.

Following the opening of the Indicative Commercial Bids, an **Online Reverse Auction (ORA)** shall be conducted in accordance with the terms and conditions specified in this RFP. The final commercial evaluation and determination of the successful bidder shall be based on the outcome of the Online Reverse Auction (ORA).

6.2 Stage 1 – Eligibility Criteria Evaluation and Technical Evaluation

Eligibility Evaluation:

LIC will evaluate the submitted documentation against the criteria defined in Section 5. The evaluation committee may, at its discretion, hold meetings with bidders to seek clarifications, verify customer referrals, or conduct site visits to observe the bidder's support operations for other clients.

Technical Evaluation:

The Technical Proposal shall be evaluated for a maximum score of **100 Marks**.

Only bidders obtaining a minimum Technical Score of **70 Marks out of 100 Marks** shall be considered technically qualified.

Indicative Commercial bids of only technically qualified bidders shall be opened.

6.3 Technical Evaluation Criteria (100 Marks)

Sl. No.	Evaluation Domain	Maximum Marks
1	Legacy COBOL Server Maintenance	20
2	JBoss Server Maintenance	20
3	Operating System Hardening (RHEL)	20
4	Operating DB Fine Tuning & Hardening (MySQL)	20
5	DevOps Automation Toolchain (Jenkins)	5
6	24x7x365 Roster & Shift Relief Resilience	15
Total		100

6.4 Detailed Technical Evaluation Matrix

A. COBOL Server Management– 20 Marks.

Mandatory Documentary Evidence:

1. Reference e-mail(s) /MSA/SOW from client(s) confirming software support services during the past three years explicitly mentioning COBOL application server management.
2. HR-signed declaration listing on-roll L3 COBOL engineers and tenure.

Scoring :

Criteria	Marks
One Client Reference	5
Two Client References	10
Three or More Client References	15
Submission of HR Declaration confirming at least one (1) On-roll L3 COBOL Engineer	5

Maximum Marks: 20

B. JBoss Management – 20 Marks

Mandatory Documentary Evidence

1. Reference e-mail(s) from client(s) /MSA/SOW confirming support services during past 3 years explicitly mentioning JBoss.
2. Valid Corporate Red Hat Partner Certificate (Advanced or Premier) of the bidder.

Scoring :

Criteria	Marks
One Client Reference	5
Two Client References	10
Three or More Client References	15
Valid Red Hat Partner Certificate of the bidder	5

Maximum Marks: 20

C. Operating System Hardening (RHEL) – 20 Marks.

Mandatory Documentary Evidence

1. List of RHCE certification IDs and verification URLs for proposed resources.
2. Valid Corporate Red Hat Partner Certificate of the bidder.

Scoring

Criteria	Marks
Minimum 5 RHCE Engineers	5
Minimum 10 RHCE Engineers	10
Minimum 15 RHCE Engineers	15
Valid Red Hat Partner Certificate of the bidder	5

Maximum Marks: 20

D. DB Fine Tuning & Hardening (MySQL) – 20 Marks.

Mandatory Documentary Evidence

1. Reference e-mail(s) from client(s) /MSA/SOW confirming support services during past 3 years explicitly mentioning MySQL.
2. Valid Corporate Oracle Partner Certificate of the bidder.

Scoring

Criteria	Marks
One Client Reference	5
Two Client References	10
Three or More Client References	15
Valid Oracle Partner Certificate of the bidder	5

Maximum Marks: 20

E. DevOps Automation Toolchain (Jenkins) – 5 Marks.

Mandatory Documentary Evidence

- HR-signed declaration listing at least five on-roll L2/L3 engineers possessing Jenkins expertise along with tenure details.

Scoring

Criteria	Marks
Minimum 5 On-roll Jenkins Engineers	5

Maximum Marks: 5

F. 24x7x365 Roster & Shift Relief Resilience – 15 Marks.

Evaluation Question

- Provide a mathematically substantiated staffing model demonstrating how four resources per shift across three shifts will be maintained throughout the year while accommodating weekly offs, holidays, leaves, and attrition.

Mandatory Documentary Evidence

1. Redacted copy of a currently operational 24x7x365 shift roster used for an enterprise customer in India.
2. Government or Company Trustee EPF Electronic Challan-cum-Return (ECR) demonstrating more than 500 full-time employees on-roll.

Scoring

Criteria	Marks
Live Enterprise Shift Roster	10
EPF ECR showing >500 Employees	5

Maximum Marks: 15

6.5 Illustration for Bidders

Example 1 : A bidder submits:

- 3 COBOL references
- 2 JBoss references
- 10 RHCE engineers
- 1 MySQL reference
- Jenkins declaration
- Shift roster
- EPF ECR >500 employees

Score Calculation:

Domain	Score
COBOL	20
JBoss	15
RHEL	15
MySQL	10
Jenkins	5
Roster	15
Total	80

Result: Technically Qualified.

Example 2

A bidder submits:

- 1 COBOL reference
- No JBoss reference
- 5 RHCE engineers
- 1 MySQL reference
- Jenkins declaration
- No roster evidence

Score Calculation:

Domain	Score
COBOL	10
JBoss	0
RHEL	5
MySQL	5
Jenkins	5
Roster	0
Total	25

Result: Not Technically Qualified.

6.6 Minimum Technical Qualification Requirement

A. Critical Technical Qualification Criteria

- The LIC considers the following technology domains as critical to the successful execution of the contract.
- Accordingly, bidders shall satisfy the minimum eligibility requirements specified below in addition to participating in the technical scoring process.
- Failure to satisfy any one of the following criteria shall result in the bidder being declared technically non-responsive and the bid shall not be considered for further technical or financial evaluation.

A.1. Legacy COBOL Support Experience (Mandatory)

- The bidder shall demonstrate prior experience in providing software support services for applications running on COBOL:

Mandatory Evidence

- At least one (1) client reference e-mail MSA/SOW issued from an official client domain confirming software support services during the last three years and explicitly mentioning any of the above COBOL platforms.

Pass Criteria

- Submission of at least one valid client reference.

Fail Criteria

- No valid COBOL support reference submitted.

A.2 JBoss Application Server Support Experience (Mandatory)

- The bidder shall demonstrate prior experience in providing operational and technical support services for JBoss Application Server environments.

Mandatory Evidence

- At least one (1) client reference e-mail MSA/SOW issued from an official client domain confirming software support services during the last three years and explicitly mentioning JBoss.

Pass Criteria

- Submission of at least one valid JBoss support reference.

Fail Criteria

- No valid JBoss support reference submitted.

A.3 MySQL Support Experience (Mandatory)

- The bidder shall demonstrate prior experience in providing operational and technical support services for MySQL database Administration.

Mandatory Evidence

- At least one (1) client reference e-mail MSA/SOW issued from an official client domain confirming software support services during the last three years and explicitly mentioning MySQL.

Pass Criteria

- Submission of at least one valid MySQL support reference.

Fail Criteria

- No valid MySQL support reference submitted.

B. Minimum Technical Score Criteria

- Only bidders securing a minimum technical score of 70 Marks out of 100 Marks shall be declared technically qualified and considered for commercial bid evaluation under online reverse bidding (ORA).

6.7 General Instructions to Bidders

1. All documentary evidence submitted shall be self-certified by an authorized signatory.
2. LIC reserves the right to verify any submitted document directly with the issuing organization or client.
3. Documentary evidence not submitted along with the bid shall not be considered for scoring.
4. Client references must clearly indicate:
 - Client name
 - Duration of support
 - Technology supported
 - Scope of work
5. Reference e-mails shall be issued from official client e-mail domains.
6. Partner certificates and certifications must remain valid on the bid submission date.
7. HR declarations shall be submitted on company letterhead and signed by an authorized HR representative.
8. In case multiple criteria are submitted under a category, the highest applicable score only shall be awarded.

6.8 Commercial Bid Format

- The Commercial Proposal shall be submitted based on the Total Cost of Ownership (TCO) for the entire contract period of five (5) years as per Indicative **Commercial Annexure -22**

Notes :

1. Bidder shall quote a single consolidated price for the entire five-year contract period.
2. The quoted amount shall include all costs associated with:
 - Resource salaries and benefits
 - Shift allowances
 - Weekly-off coverage
 - Holiday coverage
 - Leave reserve resources
 - Training and cross-skilling
 - Resource replacement
 - Travel and lodging expenses
 - Project management overheads
 - Administrative costs
 - Vendor margins
 - Any other cost involved with resource management
3. No separate payment shall be made for any item not explicitly excluded in the RFP.
4. The Five-Year TCO shall be considered for financial evaluation.

6.9 Stage -2 Commercial Bid Evaluation and Online Reverse Auction (ORA)

The Final evaluation of the Bidder will be based on Online Reverse Auction. The online reverse auction will be conducted by LIC or a company who have been authorized in this regard by LIC. Reverse auction guidelines will be communicated to all short-listed bidders. The instructions regarding final bids are provided in **Section 3.22**.

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7 AWARD & SIGNING OF CONTRACT

LIC will notify successful bidder L1 in writing by letter in duplicate or email that its bid has been accepted. The Selected bidder has to return the duplicate copy to LIC within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

The successful bidder shall be required to enter into a contract/SLA with LIC, within 15 days of the award of the tender or within such extended period as may be decided by LIC along with the letter of acceptance, NDA, PBG, all RFP terms along with all corrigenda/addenda/clarifications to the RFP and other terms and conditions as may be determined by LIC to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The notified Bidder who submits the unconditional and irrevocable Performance Bank Guarantee as above will enter into the contract for the execution of this project with LIC as per the terms and conditions of this RFP. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted. The contract/agreement will be based on bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc. LIC reserve 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.

Purchase order will be issued to successful bidder after signing of MSA between LIC and selected bidder.

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8 PAYMENT, ATTENDANCE, INCIDENT MANAGEMENT AND SERVICE LEVEL AGREEMENT (SLA)

8.1 Payment, Attendance and Deduction Mechanism

8.1.1 General

Payment shall be released on a quarterly basis based on the actual attendance of the deployed resources and certification by LIC.

The monthly rates quoted by the successful Bidder shall be deemed to be inclusive of all costs including salaries, statutory dues, shift allowance, transportation, leave reserve, overtime, administrative overheads, profit and all other incidental expenses.

For the purpose of payment calculations, one month shall always be considered as 30 days, irrespective of the actual number of calendar days in the month.

8.1.2 Attendance Requirement – Project Manager

The Bidder shall deploy one (1) full-time Project Manager at LIC premises.

The Project Manager shall:

- Attend LIC office on all working days observed by LIC.
- Remain available for a minimum of eight (8) hours on each working day.
- Attend review meetings, planning meetings, change management meetings and any other meetings as required by LIC.

If the Project Manager remains absent from LIC office for more than four (4) hours on any LIC working day, such day shall be treated as one full day of absence and no payment shall be admissible for that day.

8.1.3 Payment – Project Manager

Payment shall be calculated using the following formula:

Payable Amount = ((30 – Number of Chargeable Absence Days) ÷ 30) × Monthly Rate

Where:

- Monthly Rate = Accepted monthly rate of Project Manager.
- Chargeable Absence Days = Number of LIC working days on which the Project Manager remained absent for more than four (4) hours.

Illustration

Monthly Rate = ₹1, 00,000

Project Manager absent for more than four hours on three LIC working days.

Payable Amount = $(30 - 3)/30 \times ₹1, 00,000 = ₹90,000$

Deduction = ₹10,000

8.1.4 Attendance Requirement – L2 Support Engineers

The Bidder shall deploy the required number of L2 Support Engineers to provide uninterrupted **24 x 7 x 365** support services in three shifts of eight (8) hours each, as specified in this RFP.

For the purpose of attendance and payment:

- a. Where an L2 Support Engineer attends duty for **less than four (4) hours** during a scheduled eight-hour shift, the entire shift shall be treated as **"Not Attended"**, and no payment shall be admissible for that shift.
- b. Where an L2 Support Engineer attends duty for four (4) hours or more but less than eight (8) hours, the actual hours worked during such shifts shall be accumulated during the respective calendar month.

At the end of the month, the cumulative attended hours shall be converted into equivalent payable shifts, considering **eight (8) hours as one payable shift**.

Only completed blocks of eight (8) cumulative attended hours shall be considered for payment. Any balance hours less than eight (8) remaining at the end of the month shall not be carried forward to the subsequent month and shall not be eligible for payment.

The monthly payable amount for each L2 Support Engineer shall be calculated based on the number of equivalent payable shifts derived from the cumulative attended hours, using the accepted monthly rate with **30 days constituting one month**, irrespective of the actual number of calendar days in that month.

The attendance records maintained and certified by LIC shall be final and binding for the purpose of determining the monthly payable amount and applicable deductions.

8.1.5 L2 Engineer Attendance Rules

The Bidder shall ensure that all scheduled shifts are continuously manned by qualified personnel throughout the Contract Period. Under no circumstances shall any shift remain unattended due to absence, leave, resignation, attrition, or any other reason attributable to the Bidder.

Each L2 Support Engineer shall:

- Attend the assigned shift as per the duty roster approved by LIC.
- Perform proper shift handover and takeover to ensure continuity of operations.
- Record attendance through the mechanism prescribed by LIC, including biometric attendance, access control systems, attendance registers, shift logs, or any other system implemented by LIC.
- Remain available throughout the scheduled shift and shall not leave the workplace without obtaining prior approval from the designated LIC official, except in emergency situations.

8.1.6 Illustrations – L2 Support Engineer Payment

For all illustrations below, assume:

- Accepted Monthly Rate = ₹60,000
- One Month = 30 Days
- One Shift = 8 Hours
- Daily Rate = ₹60,000 ÷ 30 = ₹2,000

Illustration 1 – Attendance Less than Four Hours

Engineer attended only 3 hours in one scheduled shift.

Since attendance is less than four (4) hours, the shift shall be treated as **Not Attended**.

Payable Shifts = 0

Payment = Nil

Deduction = One Daily Rate = ₹2,000

Monthly Payable = ₹58,000

Illustration 2 – Partial Attendance Converted into Payable Shift

Attendance during the month:

Shift	Hours Worked
Shift 1	5 Hours
Shift 2	6 Hours
Shift 3	5 Hours

Total Hours Worked = 16 Hours

Equivalent Payable Shifts = $16 \div 8 = 2$ Completed Shifts

Payable Amount= $2 \times ₹2,000 = ₹4,000$

The remaining partial hours, if any, after conversion into completed eight-hour blocks shall lapse at the end of the month and shall not be carried forward.

Illustration 3 – Multiple Partial Shifts

Attendance during the month:

Shift	Hours Worked
Shift 1	7 Hours
Shift 2	6 Hours
Shift 3	5 Hours
Shift 4	8 Hours

Total Hours Worked = 26 Hours

Equivalent Payable Shifts = 3 Completed Shifts (24 Hours)

Balance Hours = 2 Hours

Balance two (2) hours shall not be considered for payment and shall lapse at the end of the month.

Payment= $3 \times ₹2,000 = ₹6,000$

Illustration 4 – Entire Month

Monthly Deployment

30 Scheduled Shifts

Attendance Summary

- 24 Shifts attended for full 8 hours
- 3 Shifts attended for 6 hours each
- 2 Shifts attended for less than 4 hours
- 1 Shift attended for 5 hours

Calculation:

Full Shift Hours= $24 \times 8 = 192$ Hours

Partial Eligible Hours = $(6 + 6 + 6 + 5) = 23$ Hours

Total Eligible Hours= 215 Hours

Equivalent Payable Shifts = $215 \div 8 = 26$ Completed Shifts (208 Hours)

Balance Hours= 7 Hours (Not Payable)

Payable Amount= $26 \times ₹2,000 = ₹52,000$

The two shifts attended for less than four (4) hours shall be treated as not attended and shall not be considered for payment.

8.1.7 Resource Deployment related penalties

Penalties as defined below will be applicable to L2 Support Engineers and Project Manager

	Description	Penalty Applicable
Onsite Engineers/Project Manager Appointment	If the candidate engineer called for interview is not found to be suitable, Bidder will have to provide an alternate candidate within a period of 10 days. If not provided, then penalty will be imposed till the candidate is provided. Additionally, if the second candidate is not found suitable, and fails then penalty will be imposed till the selection and deputation of the subsequent support engineer.	@ 5% of the engineer's /Project Manager monthly rate approved by LIC for each day of delay.
Onsite Engineers /Project Manager absence	The on-site Engineer/Project Manager should be present in LIC's premises as per the RFP conditions. In case of a person going on leave, suitable replacement shall be provided for that period. If not provided then, penalty will be imposed.	@5% of the engineer's /Project Manager monthly rate approved by LIC for each day of delay.
Onsite Engineer/Project Manager Penalty Cap	Yearly Penalty Cap	20% of Total Onsite Engineers+ Project Manager Cost of respective year.

In rare cases where the penalties imposed require any reconsideration due to genuine reasons, represented by the Bidder, the matter will be decided by LIC of India, Central Office, and Mumbai. LIC's decision will be final in this matter.

8.2 Payment Terms

- a) The total Contract Value (covering Support, Maintenance, and Resource Deployment) shall be billed on a quarterly basis in arrears.
- b) Efforts will be made by LIC to settle all undisputed payments within 30 days of receiving a complete invoice set, accompanied by the required supporting documents.
- c) The quarterly payment will be released only after the IT/DT Department (Central Office) verifies that the Bidder has met all Service Level Agreement (SLA) parameters and operational deliverables for the preceding quarter.
- d) Each invoice must be accompanied by a quarterly Performance Report and Engineer Attendance Logs, duly certified by project Manager, confirming that the service, maintenance, and support activities have been completed satisfactorily.
- e) LIC reserves the right to temporarily withhold payments and impose penalties if the Bidder fails to meet the defined SLAs, maintenance standards, or technical support requirements during the billing period.
- f) All penalties arising from SLA breaches, service unavailability, or failure to deploy mandatory staffing (as per **Section 8**) will be calculated at the end of the quarter and deducted from the pending quarterly payment. In cases where no payment is due, LIC will recover the amount by invoking the Performance Bank Guarantee (PBG).
- g) No interest payment of any kind will be made by LIC for delayed payments or disputed amounts.
- h) LIC shall make payments in Indian Rupee (INR) after the deduction of applicable taxes at source (TDS, etc.) as per prevailing laws.
- i) Payment-related objections must be raised by the Bidder in writing within 6 months from the date of release of payment. No such objections will be entertained beyond this 6-month period.
- j) The Bidder is duty-bound to report any short recovery of taxes, cess, or surcharges at the earliest. Failure to inform LIC of such shortfalls will entitle LIC to recover all related demands, including interest and penalties, from the Bidder.

- k) The payment for the services of Onsite L2 and project manager is inclusive of all overheads. No separate claim for staff-related expenses will be entertained.
- l) Payment for any ad-hoc expert consultation or additional services (beyond the scope of this RFP) will be due only if a formal Change Order is exercised, approved by LIC, and successfully delivered by the Bidder.
- m) The following documents must be submitted to the IT/DT Department, Central Office, for each Quarterly payment cycle:
 - Printed on the Bidder's letterhead (referencing the Contract/Purchase Order, the billing period, and a detailed summary of services provided).
 - Uptime metrics, incident resolution summaries, and confirmation of completed preventive maintenance tasks.
 - Attendance records/shift logs for the mandated 12 onsite L2 engineers and one project manager to verify full staffing compliance.

It is clarified that LIC will not pay any additional amounts, expenses, charges, fees, traveling expenses, boarding, lodging, conveyance, or out-of-pocket expenses. The Agreed Contract Value is deemed all-inclusive of all costs incurred by the Bidder to provide the specified services.

8.2.1 Obligation to pay

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

- a. Subject to the clause 8.2; and
- b. The deliverables & Services meeting the SLA.

8.2.2 Liquidated Damages

If, at any time during the performance of the Contract, the Bidder encounters conditions impeding the provision of the defined Services (e.g., inability to maintain uptime, delays in patch management, or staffing shortages), the Bidder shall promptly notify LIC in writing of the nature of the impediment, its likely duration, and the remedial action being taken. LIC shall evaluate the situation and may, at its discretion, provide a grace period for remediation; however, such an extension shall not waive the Bidder's liability for service failures unless explicitly ratified by LIC through a contract amendment.

For every breach of an SLA (e.g., failure to meet uptime requirements, resolution time for critical incidents, or missed preventive maintenance cycles), penalties as described in **Section 8** will be levied.

The total penalty for Service Level non-compliance shall be capped at 20% of the respective Annual Contract Value. If the penalties reach the 20% cap, or if the Bidder demonstrates a chronic inability to maintain system stability and service quality, LIC reserves the right to rescind the Contract. In such an event, LIC shall be free to engage a third-party service provider to maintain the system at the risk and cost of the Bidder.

The Bidder may be debarred from participating in any future RFPs floated by LIC for a period of up to three years, depending on the severity of the operational failure.

8.2.3 Incorrect Invoices, under/over Payment

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

8.2.4 Due Date for Payment

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

8.2.5 Expenses

The Bidder will not be entitled to charge LIC for any other fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges, etc.) in addition to the Charges mentioned in the Payment Schedule.

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

8.3 Incident Severity Classification

Severity	Definition	Typical Examples
Severity-1 (Critical)	Complete production outage or major business disruption affecting core operations with no acceptable workaround.	Production server down, COBOL runtime failure preventing business operation, JBoss services unavailable, MySQL database crash, production database corruption, DR switchover failure, complete application outage.
Severity-2 (High)	Major functionality unavailable affecting multiple users or a critical business process. Workaround may exist but business operations are significantly impacted.	Performance degradation (>50%), application response extremely slow, replication failure, batch processing failure, repeated application restart, affecting multiple users.
Severity-3 (Medium)	Partial loss of functionality or non-critical issues affecting limited users with acceptable workaround available.	Jenkins pipeline failure, isolated module failure, report generation issue, non-production environment issue, configuration error, log monitoring alerts requiring corrective action.
Severity-4 (Low)	Cosmetic issues, service requests, documentation updates, advisory support or planned maintenance activities.	User account creation, configuration change requests, documentation updates, health checks, preventive maintenance, installation/ upgrade of TPS stack,

8.4 SLA Response and Resolution Matrix

Severity	Response Time	Restoration / Resolution Time
Severity-1	15 Minutes	2 Hours
Severity-2	30 Minutes	4 Hours
Severity-3	2 Hours	1 Business Days
Severity-4	1 Business Day	3 Business Days

Response Time means the time taken by the Bidder to acknowledge an incident, establish communication with LIC, and commence troubleshooting. If the Bidder fails to acknowledge the incident within the prescribed Response Time, the incident shall be deemed to have been acknowledged at the expiry of that Response Time.

Resolution Time means the time taken to restore the affected service to normal operation or provide an LIC-approved workaround from the time of intimation by LIC.

8.5 Incident Priority Assignment

LIC shall have the sole authority to determine the severity classification of an incident. The Bidder may request reclassification with adequate technical justification; however, LIC's decision shall be final.

8.6 SLA Penalty

Failure to meet the stipulated Resolution Time shall attract the following penalties:

Severity	Penalty
Severity-1	₹25,000 for every hour (per DC/non-DC) beyond SLA
Severity-2	₹10,000 for every hour (per DC/non-DC) beyond SLA
Severity-3	₹5,000 per Business Day (per DC/non-DC) beyond SLA
Severity-4	₹2,000 per Business Day (per DC/non-DC) beyond SLA

Maximum SLA penalty shall be limited to 20% of the respective Annual contract value . Repeated SLA violations (three or more Severity-1 breaches or five or more Severity-2 breaches in any quarter) shall constitute a material breach of contract and may lead to termination of the contract after due notice.

8.7 Planned Maintenance

Approved maintenance windows notified by LIC at least 24 hours in advance shall not be considered for SLA computation.

8.8 SLA Measurement

SLA shall be measured monthly and reported quarterly. Incident timestamps recorded by LIC shall be treated as final for SLA calculations.

8.9 Root Cause Analysis (RCA)

For every Severity-1 incident, the Bidder shall submit a detailed Root Cause Analysis report within two Business Days.

For every Severity-2 incident, the RCA shall be submitted within five Business Days.

The RCA shall include:

- Root cause.
- Impact analysis.
- Corrective actions.
- Preventive measures.
- Target date for permanent fix.

The SLA is applicable from the date of signing the contract with the successful bidder.
The Duration, measurement basis and penalty is defined below:

Any delay in response and resolution beyond the defined SLAs shall attract penalty as per the criteria mentioned in **Section 8.6** and same shall be deducted from Bidder's current/ running bill, if any.

Bidder should send trained & experienced engineers whenever required with necessary authorization letter or ID card for troubleshooting & rectification of problems.

Other Terms & Conditions:

1. Bidder should provide maintenance support directly or through OEM, follow up for which will be done by bidder.
2. Maintenance services shall be available to LIC on 24 x 7 for all 365 days. Bidder has to share escalation matrix.

Call Response: Bidder should ensure to provide high level of quality service promptly, since these Data Centers are very critical from business point of view.

3. Engineers should always give a duly signed call report on company letter head or company standard call-sheet format for all work/modifications carried out at site.
4. Bidder should supply new patches release for any software or product and will bring to LIC's notice immediately, if any in consultation with LIC IT team.
5. In case of absence of any person deployed for the purpose of this contract, suitable replacement should be provided on immediate basis. LIC team's decision on selection of staff depending on competency / experience will be final.

8.10 Complaint Booking and Resolution Complaint Booking:

1. Complaint(s) can be booked by any office of LIC on OEM/Bidder Site or through email.
2. The downtime / breakdown period will be reckoned from the date and time of logging of the complaint by Corporation's authorized official/assigning of the trouble ticket.
3. The complaint will be deemed to be booked if any of the following records are available with the Corporation: - Complaint number along with the date and time of its booking, e-mail or phone etc. regarding the complaint from LIC office.

Complaint Resolution:

The exact process of complaint booking/complaint resolution will be conveyed to the selected Bidder.

The detailed procedure to be followed for call resolution (work-flow) will be conveyed to the selected Bidder by LIC after the selection process is over. The selected Bidder will

have the entire ownership for the tickets monitoring and closure within the stipulated SLAs.

Guiding Principles:

- a) Bidder Response to incidents/problems may be onsite **or** telephonic **or** through E-mail.
- b) All SLA calculations will be on monthly basis and reports will have to be submitted monthly for performance review and corrective actions.
- c) LIC may make request for modifications to the agreed Service Level by sending written notice at least 15 days prior to the date that such modifications are to be effective, provided that the proposed modifications are mutually agreed.
- d) LIC, at any point of time, can ask the Bidder for change in engineer (on their own pay roll) in case service/response level of existing engineer is not found satisfactory.

Please note that:

- SLA will be applied based on the reports generated by the LIC's
- TPS Stack uptime will be calculated on Monthly basis.
- Penalty will be deducted from any amount payable to the Bidder or invoking the performance Bank Guarantee.

In rare cases where the penalties imposed require any reconsideration due to genuine reasons, represented by the Bidder, the matter will be decided by LIC of India, Central Office, and Mumbai. LIC's decision will be final in this matter.

8.11 Exclusions from Downtime Calculations:

The following events/incidents will be excluded from the downtime calculation for meeting the required uptimes:

Scheduled downtime on account of preventive maintenance, system testing and acceptance test, system upgrades, eFEAP updates download etc.

8.12 Penalty Cap:

The total cumulative penalty applicable in any contract year shall not exceed 20% of the respective Annual Contract Value. This cap shall apply separately to each year of the contract period.

9 TERMS AND CONDITIONS:

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

9.1 Contacting LIC:

No Bidder shall contact through any means of communications, with LIC or its employees on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of LIC, it should do so through designated email-id as given in the Activity Schedule.

Any effort by a Bidder to influence LIC in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

9.2 Right to terminate the Process

- LIC may terminate the RFP process at any time without assigning any reasons whatsoever. LIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This RFP document does not constitute an offer by LIC. The bidder's response to this RFP may result into selection of bidder(s) after completion of selection process as detailed in this RFP document.
- LIC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.
- Bid with insufficient information to permit a thorough analysis may be rejected.
- LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the BID, in the best interests of LIC.

9.3 Right to Audit

- a. It is agreed by and between the parties that the Service Provider shall get itself annually audited by external empaneled Auditors appointed by LIC/ inspecting official from the

IRDAI or any regulatory authority, covering the risk parameters finalized by LIC/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to LIC and the vendor shall submit such certification by such Auditors to LIC. The vendor and or his / their outsourced agents /sub – contractors (if allowed by LIC) shall facilitate the same. LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by LIC.

- b. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by LIC or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to LIC regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed. All costs for such audit shall be borne by the service provider/vendor.
- c. Service Provider further agrees that whenever required by LIC, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the LIC/ IRDAI and or any regulatory authority required for conducting the audit. LIC reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) & findings made on the Service Provider in conjunction with the services provided to LIC.

9.4 Limitation of Liability

Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, patent, trademark, copyright or industrial design rights, indemnity obligations, any data or security breach, any breach of confidentiality obligations or obligations under the Digital Personal Data protection Act ,2023 and Digital Personal Data Protection rules 2025 both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/Bidder to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost

of repairing or replacing defective equipment. However it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damage

9.5 Exit Management and Transition Support

Upon the expiry or early termination of this Contract, the Bidder shall provide comprehensive transition support to LIC or its designated successor for a period of 90 to 180 days (as determined by LIC). The Bidder shall submit a detailed Exit Management Plan at least 6 months prior to the contract expiration or within 15 days of a termination notice.

The transition support shall include, but is not limited to:

1. Comprehensive sessions for LIC's internal team or the successor Service Provider regarding the existing TPS stack architecture, current configurations, known issues, and operational procedures.
2. Delivery of all updated Standard Operating Procedures (SOPs), maintenance logs, performance reports, and security audit documentation.
3. Bidder shall continue to provide full maintenance, patch management, and incident resolution services at the same service levels as defined in the Contract throughout the entire exit period.
4. Secure handoff of all administrative credentials, API keys, and configuration backups required to maintain the environment.
5. The Bidder shall provide full and unhindered cooperation to ensure a seamless shift in operational responsibilities without disruption to business services.

9.6 Disqualification

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

- a. Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements;
- b. Exhibiting a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. In any project in the preceding three years;
- c. Submitting a proposal that is not accompanied by required documentation or is nonresponsive;
- d. Failed to provide clarifications related thereto, when sought;
- e. Submitted more than one Proposal;

- f. Been declared ineligible by the Government of India/State/UT Government/for corrupt and fraudulent practices or blacklisted.
- g. Submitted a Proposal with price adjustment/variation provision.

9.7 Fraud and Corrupt Practices

The Bidders, their employees and representatives shall observe the highest standard of ethics at all times (pre and post the RFP process). Notwithstanding anything to the contrary contained in this RFP, LIC shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive/ undesirable / restrictive practice (collectively the "Prohibited Practices") at any time in the evaluation process. In such an event, LIC shall, without prejudice to its any other rights or remedies, forfeit in part or full the EMD/ PBG, as the case may be for, inter alia, time, cost and effort of LIC, with regard to the RFP, including consideration and evaluation of such Bids and such Bidder may not be allowed to participate in any RFP issued by LIC during a period of 2 years from the date such Bidder is found by LIC to have directly or through an agent, engaged or indulged in corrupt / fraudulent / coercive / undesirable / restrictive practice, as the case may be.

Without prejudice to the rights of LIC under Clause above and the rights and remedies which the Life Insurance Corporation of India may have under the Letter of Intent (LOI) or the Agreement, if Bidder, as the case may be, is found by LIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Letter of Notification of award or the execution of the Agreement. Such Bidder shall not be eligible to participate in any tender or RFP issued by LIC during a period of 3 years from the date of such Bidder, as the case may be, is found by LIC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

"Corrupt practice" (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of LIC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement

or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of LIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical adviser of LIC in relation to any matter concerning the Project;

“Fraudulent practice” means, a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

“Coercive practice” means, impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;

“Undesirable practice” means, (i) establishing contact with any person connected with or employed or engaged by LIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

“Restrictive practice” means, forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

9.8 Completeness Responsibility

- a. Offer from bidder has to be complete in all respects to comply with the specifications, whether some items are specifically mentioned or not, but required to comply with the quality, quantity and other features of the services.
- b. Notwithstanding the scope of work, engineering, supply and services stated in the RFP document, any equipment, item, material, services, licenses, technical data, engineering or technical services etc., which might not have been specifically mentioned under the scope of supply of this RFP and which are not expressly excluded from the RFP, but which are necessary for the performance of the quoted solution to comply with the specifications, will be treated to be included in the bid and will have to be provided (and /or performed) by bidder, at no extra cost to LIC.

9.9 Conflict of interest:

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

9.9.1 Warranty that there is no conflict of interest

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

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

9.9.2 Notification of a conflict of interest

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

9.10 Consequences of Termination of Selected Bidder:

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

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

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

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

9.11 Consortiums or sub-contractor

No consortium bidding is allowed. LIC will not consider joint or collaborative proposals that require a contract with more than one prime Bidder. Bidder need to fulfill all the eligibility criteria and technical evaluation criteria in its individual capacity unless mentioned otherwise.

9.12 Performance Bank Guarantee (PBG):

An unconditional and irrevocable Performance Bank Guarantee (from a scheduled/nationalized Bank and having Branches in Mumbai) (as per **Annexure-12**) to the tune of 5 % of the Grand Total Cost/TCO, shall be submitted by the selected Bidder, for the equipment(s) supplied/ Services offered against this RFP. The Performance Bank Guarantee should be valid for the period of 63 months including claim period of three months, from the date of submission and thereafter a fresh PBG shall be submitted to LIC every year one month before the expiry of the PBG for the maintenance & support of the supplied Software, till the LIC wish to continue the contract.. The PBG may be required to be submitted in multiple numbers, if required by LIC. In case the Bidder defaults in renewal of PBG as stated above, the PBG or part thereof may be invoked and LIC's decision in this matter will be final.

The PBG should be valid for the period 63 months, including claim period of three months, from the date of submission of PBG. The PBG / part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP, including refusal to take up / renew AMC for the services supplied.

In case the selected bidder fails to submit performance bank guarantee even after the elapse of 28 working days from the time stipulated, LIC, at its discretion, may cancel the allotment and it will be treated as Bidder has backed out. The decision of LIC in this matter is final.

- a. The PBG should be valid for the entire contract period from the date of its submission to LIC and an additional 3 months from the date of notification.
- b. In case of extension of the contract by LIC, the Bidder should submit fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity period of the tender. This should happen within 1 month prior to the expiry of the earlier PBG, unless otherwise intimated by LIC.
- c. The PBG will not carry any interest.
- d. The PBG may be required to be submitted in multiple numbers, if required by LIC.
- e. The PBG may be invoked for entire amount if the Bidder backs-out of his obligations as per this tender or if the fresh PBG is not received by LIC 1 month prior to the expiry of the earlier PBG; apart from other actions that may be decided by LIC.
- f. The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract:
 - I. The bidder fails to honor expected deliverables or part as per this RFP after issuance of PO.
 - II. Any legal action is taken against the bidder restricting its operations.
 - III. Any action taken by statutory, legal or regulatory authorities for any

breach or lapses which are directly attributable to the bidder.

- IV. LIC incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
- g. The performance guarantee will be discharged by LIC and returned to the issuing Bank with intimation to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations including any warranty obligations under the contract.
- h. In the event of any contract amendment, the Bidder shall, within seven days of agreeing to such amendment, furnish the amended performance Guarantee, valid for 30 days beyond the duration of the Contract as amended, including warranty obligations.

In case the selected bidder fails to submit performance bank guarantee even after the elapse of 28 working days from the time stipulated, it will be considered that the selected bidder has backed out. EMD of such bidder will be forfeited and the bidder will be blacklisted.

The PBG / part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP and fails to discharge their contractual obligations during the period or LIC incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

NOTE: The PBG will be submitted by only final selected bidder.

9.13 Contracting

The notified Bidder who submits the Performance Bank Guarantee as above will enter into the contract for the execution of this project with LIC as per the terms and conditions of this RFP.

LIC reserves the right to incorporate standard contract provisions and the contract shall at all times be compliant to:

- "Contract Agreement for Selection of System Integrators/ Implementation Agencies"

<http://meity.gov.in/content/rfp-standardization-model-rfps-and-guidance-notes>

- Provision of the CVC and GOI on procurements
- General Financial Rules 2017 for contract management
https://doe.gov.in/sites/default/files/GFR2017_0.pdf

LIC reserves the right to incorporate standard contract provisions into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the

Bidder, but may not substantially alter the requirements of this RFP. Further, the successful Bidder is to be aware that all material submitted in response to this RFP, as well as the RFP itself, will form a part the final contract. The selected Bidder will sign a contract with LIC to provide the items named in their responses, at the prices listed. The Contract will be subject to review throughout its term. LIC will consider cancellation of contract upon discovery that the selected Bidder is in violation of any portion of the Contract, including an inability by the Bidder to provide the products, support and/or service promised in their response.

LIC reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the LIC.

- a. LIC reserves the right at the time of award of contract and during the term of the contract to vary the quantity of services and goods specified in the RFP without any change in unit prices or other terms and conditions.
- b. LIC, at all times, reserve the right to modify, include or exclude procurement of products under consideration in this RFP if it is to LIC's advantage to do so.
- c. LIC reserves the right to shift/divert the equipment to other locations from where they are. In such cases, the warranty / AMC shall continue to be in force at the new location and the supplier has to continue to extend his support for the same at the new location.

9.14 Signing of Contract

Post submission of Performance Bank Guarantee by the successful bidder, LIC shall enter into a contract with the successful bidder, incorporating all clauses of RFP, all clarifications and the response to the RFP of the successful bidder.

9.15 Contract Period

Unless terminated in accordance with the terms and conditions of this RFP, the initial contract period for providing the software support and maintenance shall be five (5) years from the date of signing of the contract between LIC and the selected bidder. The contract may be extended for an additional period of two (2) years at the prices quoted for the 5th year of the initial contract period, with no further price escalation during the extended period, on the same terms and conditions, subject to year-on-year approval by LIC after completion of the initial five-year period.

Thereafter, if required, the contract may be further extended for such additional period as may be mutually agreed upon between LIC and the Service Provider, subject to mutually agreed terms and conditions.

9.16 Pricing & Taxes

1. Bids shall be inclusive of all taxes, duties, levies etc., but **exclusive** of GST as applicable.
2. Bidder will be entirely responsible for upfront payment of all applicable taxes like GST, License fees etc. in connection with delivery/supply of products at site.
3. A declaration may be given by LIC to Bidder to the effect that the software solution/services/licenses are as per our requirements for our own use and are not meant for any resale or for any manufacturing or packing of any goods for sale.
4. GST shall be mentioned in the Invoices and payments will be made as per invoices submitted.
5. GST wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actual on production of the original receipt in proof of having paid the said taxes on behalf of LIC.
6. In case concrete evidence of having paid the appropriate taxes is not submitted within a maximum period of two months from the date of payment of the taxes, the Bidder will not be eligible for any reimbursement on this count.
7. The Bidder should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/ customs duty & excise duty including any newly introduced taxes shall be permitted.
8. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Bidder/Service Provider. The agreement would be stamped as per Maharashtra Stamp Act 1958 and amendments thereto
9. LIC will deduct taxes from the amounts due and payable to the Bidder wherever applicable. LIC will provide Bidder with the statement of any taxes deducted by LIC on payments under the contract. The Bidder agrees to reimburse and hold LIC harmless from any deficiency including penalties and interest relating to taxes including recovery of any tax retrospectively that are its responsibility under this clause. For purposes of the contract, taxes shall include taxes incurred on transactions between LIC and the Bidder.

9.17 Penalty for delay/ non-performance / un-satisfactory Services:

Detailed Service Levels & Definitions, Performance Measurements and associated Penalty Charges, Fault Reporting, Trouble Ticketing & Call Closure Procedure are applicable as mentioned in RFP.

Delivery of the solution and performance of the services shall be made by the Bidder in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP/SLA/Contract. Any

delay in performing the obligation /defect in performance by the supplier may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

9.18 Approved Rates Under RFP:

The rates approved by LIC shall be valid for a period of five (5) years from the date of purchase order. The rates applicable in the 5th year of the initial contract period shall continue to apply, without any further escalation, for any subsequent extension period(s) of up to **two (2) years**, as may be decided and approved by LIC.

9.19 Placing of Orders:

1. The Total Cost of Ownership (TCO) shall encompass the comprehensive costs associated with the provision of Service Support, Preventive and Corrective Maintenance, Technical Assistance, and Operational Oversight for the TPS stack and the eFEAP application for the entire duration of the contract. This consolidated figure must be quoted in the commercial bid.
2. The contract/purchase order shall be awarded based on the total cost covering the end-to-end Service Support and Maintenance engagement as specified in the Scope of Work and detailed in the commercial bid format.
3. Total cost of Software services with support would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid.
4. The order will be placed for total Cost of 'Software Services/ and support
5. The applicable TDS will be deducted at the time of payment of invoices. Terms of payment are given in section 8.2 Payment Terms of this RFP Document.
6. Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges etc.
7. The Bidder will pass on to LIC, all fiscal benefits arising out of reductions, if any , in Government levies viz. sales tax, excise duty, custom duty etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

9.20 Varying the services in the scope of work

9.20.1 Variations proposed by LIC

LIC reserves the right to make any changes in the scope of contract. Any change in the general scope will be informed to the Bidder in writing.

If LIC wants to vary the Services mentioned in the scope of work:

- a. LIC will communicate the Bidder in writing setting out the proposed variations;
- b. Within 15 days after receiving LIC's communication or within another period mutually agreed, the Bidder must respond in writing to LIC specifying what impact those variations will have on:
 - i. the Service Charges; the Services or Deliverables, including any particular Deliverable;
 - ii. the Bidder's ability to perform its obligations under current Contract (including its ability to meet Milestones) and with respect to the change of scope proposed;
- c. After receiving the Bidder's response, within a period mutually agreed, LIC will give the Bidder a written notice accepting or rejecting the proposal.

9.20.2 Effective Date of Variation

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

9.20.3 Change Order

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

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

9.20.4 Change Requests

The following would constitute a Change request

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

- b. Any changes in the deliverables post approval by LIC.

In such a case, the additional effort estimated by the bidder and its costs would be discussed and finalized in discussions with the Bidder. The basis of this additional effort cost would be as quoted by the bidder in the **Commercial Bid format**.

It should be understood that payment under this clause will be made only if Change requests are exercised and approved by LIC and delivered by the Bidder. Any changes in law, taxes and policies shall be governed through the provision of prevailing rates.

9.20.5 Contract Amendments

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

9.21 Co-Operation with personnel and entities interacting with LIC

The Bidder, will, in the performance of the Services:

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

9.22 Change in Constitution

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

9.23 Performance Assessment

9.23.1 Assessment of Services

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

9.23.2 Notice of non-compliant Services

- a. If LIC considers that all or part of the Services does not meet the specifications, LIC will notify the Bidder within seven Business Days of assessing the Services against the specifications.

- b. LIC will include reasons for the Services not meeting the specifications in the notice given under clause a.

9.23.3 Rectification of non-compliant Services

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

- a. Take all necessary steps to ensure that the Services are promptly corrected within the period as requested by LIC or period as mutually agreed upon by both the parties.
- b. Give notice to LIC when the Services have been corrected; and
- c. Allow LIC to repeat the assessment of all or part of the Services against the specifications, within five Business Days after the date of the notice or such other time as agreed mutually in writing.

9.24 Personnel

9.24.1 Use of Specified Personnel

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

9.24.2 If the Specified Personnel are not available

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

The Bidder will:

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

9.24.3 LIC may Request Replacement of Personnel

LIC may at any time request the Bidder to remove from work any of the Specified Personnel. The Bidder must promptly arrange for the removal of such Personnel and their replacement in accordance with the process outlined above in 9.24.2.

9.25 Intellectual Property Rights

As part of this project bidder/service provider will use software/tool to deliver services. If the use of any such software by / for LIC, infringes the intellectual property rights of any third person, bidder shall be primarily liable to indemnify LIC to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder under this project.

9.25.1 Patent Rights and other litigation costs

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the systems or any parts thereof with relation to the contract deliverables, in LIC's country, the Bidder will act expeditiously to extinguish such claim. If the Bidder fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Bidder will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Bidder of such claim, if it is made, without delay as when received.

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

9.25.2 Third Party Material

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

9.25.3 LIC ownership of Intellectual Property Rights in Contract Material

All Intellectual Property Rights in the Contract Material shall vest in LIC; to the extent that LIC needs to use any of the Auxiliary Material provided by the Bidder to receive the full benefit of the Services (including the Contract Material), the Bidder grants to, or must obtain for, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material.

9.25.4 Responsibility of the successful bidder

It would be the responsibility of the successful bidder to ensure that it has legal, valid and current rights to provide all the deliverables as sought under this RFP. LIC acknowledges that save as expressly provided elsewhere in this RFP, all Intellectual Property Rights in relation to the software, its documentation, development, coding and any adaptations, translations and derivative work, whether a copyright, trade mark, patent, trade secret design or otherwise, provided to the LIC by the bidder during, in connection with or in relation to fulfilling its obligations under this RFP will belong to and shall remain a property of the bidder or its licensor, except under the condition when the LIC has taken possession of the software through its rights bestowed upon by the Escrow arrangement.

9.25.5 Liability of the successful bidder

The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project.

The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against the LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

9.25.6 IPR Warranty

The Bidder will warrant that:

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

9.25.7 Remedy for breach of warranty

If someone claims, or LIC reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Vendor will, in addition to the indemnity under clause 10.6 and to any other rights that LIC may have against it, promptly, at the Vendor's expense:

- c. Use its best efforts to secure the rights for LIC to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- d. Replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.
- e. The Vendor will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Vendor 's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC.

The LIC shall not be held liable for and would be absolved of any responsibility or claim/litigation arising out of the use of any third party software or its components or modules supplied by the bidder in terms of requirements of this RFP.

9.26 Moral Rights

9.26.1 Obtaining consents

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

- a. give, where the Bidder is an individual; and
- b. Use its best endeavors to ensure that each of the Personnel used by the Bidder in the production or creation of the Contract Material gives, genuine consent in writing, in a form acceptable to LIC, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.
- c. Adding any additional content or information to the Contract Material.

9.26.2 Specified Acts

In this clause, Specified Acts means:

- a. Crediting the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act, 1957);
- b. Materially altering the style, format, colors, content or layout of the Contract

- Material and dealing in any way with the altered Contract Material;
- c. Reproducing, communicating, adapting, publishing or exhibiting any Contract Material.

9.27 Terms & Conditions for Maintenance of Software during the support period:

- a. Service Engineers/ Representatives of Bidder shall invariably carry their identity cards with them, without which they will not be allowed to access LIC's Systems. Service Engineers of the Bidder shall have access to the Computer Systems/ Peripherals only after obtaining clearance from LIC's authorized officials. No component of the System/data/ log information will be taken out of LIC's premises without clearance from LIC's authorized Officials.
- b. The bidder has to ensure that the required number of expertise in the required areas as requested by LIC is provided at SDC Mumbai/ Bangalore.
- c. The requested personnel would be working for 8 hours per day.
- d. The personnel provided by the bidder would be required to follow the conditions as per the NDA and ensure protection and privacy of data.

9.28 Fault Reporting, Trouble Ticketing and Call Closure Procedure.

- a. LIC personnel shall notify the OEM/bidder data center HELPDESK to report a Service issue. The OEM/bidder data center HELPDESK shall have a Trouble Ticket opened for LIC and LIC shall quote the Trouble Ticket Number in all future communication.
- b. Upon opening of a Trouble Ticket, OEM/bidder shall investigate the reported Service issue and shall promptly rectify the same.
- c. In case the Call is related to any equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to LIC, before taking the equipment's in maintenance.
- d. OEM/bidder shall attempt to resolve all Trouble tickets in accordance to the Resolution matrix mentioned above. The resolution could be through patch/ upgrade or providing a work around which does not hamper the normal productivity of LIC.
- e. Upon such rectification, OEM/bidder shall communicate the same to LIC and close the Trouble Ticket. Service Provider shall ensure that call closure is done after LIC's acknowledgement.
- f. The service window for all the calls shall be 24 x 7x365.

9.29 Disputes.

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

9.29.1 Reconciliation Process

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

9.29.2 Notification

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

9.29.3 Parties to resolve Dispute

During the 30 days after a notice is given under clause 9.30.2 (Notification) (Or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then, the parties agree that any dispute or differences under or in connection with agreement or any breach thereof, which cannot be settled by mutual negotiation between the parties shall be finally settled by arbitration conducted in accordance with Arbitration and Conciliation Act, 1996 or any modifications, Rules, or enactments thereof. The arbitration proceedings shall be conducted in English Language and the venue of the arbitration shall be Mumbai. The parties agree that the award passed by the arbitrators shall be final and binding upon the parties. The parties hereby further agree to submit themselves to the exclusive jurisdiction of the High courts in Mumbai. The cost of arbitration shall be borne by the parties equally. No interest will accrue on any amount during the Arbitration proceedings. The work under contract shall continue during the Arbitration proceedings.

In the event of any dispute or disagreement over the interpretation of any of the terms herein above, clarifications, annexure(s), etc. contained or claim of liability the same will be referred in writing to an arbitrator appointed by mutual consent of both the parties, whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliations Act 1996.

9.29.4 Confidentiality

Any information or documents disclosed by a party under this clause:

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

9.29.5 Costs

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

9.29.6 Termination of process

A party to a Dispute may terminate the dispute resolution process by giving notice to the other party after it has complied with the provision of this clause & sub-clauses survive termination of the dispute resolution process.

9.29.7 Breach of this clause

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

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

9.30 Right of Publicity

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

If the Bidder is required by law or a regulatory body to make a public announcement in connection with the contract or any transaction contemplated by the contract the Bidder must, to the extent practicable, first consult with and take into account the reasonable requirements of LIC.

10 OTHER CONDITIONS:

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

10.1 General obligations of the parties

The Selected Bidder will, at all times:

- a. Act reasonably in performing its obligations;
- b. Diligently perform its respective obligations ;and
- c. Work together with LIC in a collaborative manner.
- d. Perform duties within stipulated and agreed time lines

10.1.1 Obligations of the selected Bidder

The Bidder will supply the Services:

- With due skill and care and to the best of the Bidder 's knowledge capabilities and experience;
- In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, leading practice and guidelines;
- Using the Specified Personnel;
- In accordance with all applicable Laws;
- In accordance with any reasonable directions, in relation to the Services to be provided by the Bidder, given by LIC from time to time;
- So as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay;
- The Bidder will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- The Bidder will be obliged to work closely with LIC's staff, act within its own authority and abide by directives issued by LIC and undertake implementation activities.
- The Bidder will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated.

10.1.2 Warranties

The Bidder will have to represent and warrant that:

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

- perform the Services;
- Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- The Services will be complete, accurate and free from material faults; and
- It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into LIC's systems or any Deliverables any Harmful Code.
- LIC shall notify the Bidder in writing of any claims arising under this warranty.

10.1.3 Access to LIC's premises

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

10.1.4 Conduct at LIC's premises

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

10.1.5 Subcontracting

The Bidder will not be allowed to subcontract any portions of the scope of this RFP to any other party.

10.1.6 Assignments

The Bidder will not be allowed to assign, in whole or in parts, its obligations under the Contract, to any other entity.

10.2 Documentation

10.2.1 Provision of Documentation

The Bidder will provide LIC the comprehensive and complete documentation of and as specified in the Scope of Work in the format and at the times specified in the Scope of Work.

10.2.2 Documentation requirements

The documentation must at the time of delivery:

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

10.3 Force Majeure Clause

LIC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay, non- performance, short performance, in services or other failure to perform its obligations under the contract, is the result of a Force Majeure. Force Majeure is defined as an event or effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes outside successful Bidder's premises or any other act beyond control of the bidder as mentioned under occurrence of unforeseen event.

The Bidder shall be liable for any delay in execution or failure of their respective obligations under this agreement except for delay caused by occurrence of events beyond control of the Bidder, including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, hostility, acts of public enemy, wars, riots, strikes, sabotage, order/action or regulations of government, local or other public authorities.

In case a Force Majeure situation arises, the Bidder shall immediately notify LIC in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the execution of the Purchase Order.

Unless otherwise directed by LIC in writing, the Bidder shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.

10.4 Force Majeure or Unforeseen events

10.4.1 Occurrence of unforeseen event

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

10.4.2 Notice of unforeseen event

When the circumstances described as per 10.4.1 above arise or are reasonably perceived by the affected party as an imminent possibility, the affected party will give notice of those circumstances to the other party as soon as possible but within 7 days, identifying the effect they will have on its performance. An Affected Party will make all reasonable efforts to minimize the effects of such circumstances on the performance of the contract.

10.4.3 Termination

If non-performance or diminished performance by the Affected Party due to the circumstances as per 10.4.2 above continues for a period of more than 30 consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice.

10.4.4 Consequences of termination

If the Contract is terminated:

- a) Each party will bear its own costs and neither party will incur further liability to the other;
- b) Where the Bidder is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of termination of the contract.

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

10.5 Indemnity

- I. The successful bidder shall indemnify, protect and save LIC from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage / loss to infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, , corporation or other entity (including LIC) attributable to the Bidder's negligence or willful default in performance or non-performance under the contract, and services provided by successful bidder.

If LIC promptly notifies Bidder in writing of a third party claim against LIC that any Service provided by the Bidder infringes a copyright, trade secret or Indian patents of any third party, Bidder will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Bidder will not indemnify LIC, however, if the claim of infringement is caused by:

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

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

- a. Procure the right for LIC to continue using it,

- b. Replace it with a non-infringing equivalent,
- c. Modify it to make it non-infringing.

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

II. The indemnities set out in Clause 10.5.1 shall be subject to the following conditions:

- a. LIC as promptly as practicable informs the Bidder in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b. LIC will, at the cost of the Bidder, give the Bidder all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- c. If the Bidder does not assume full control over the Defense of a claim as provided in this Article, the Bidder may participate in such Defense at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the Bidder;
- d. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Bidder;
- e. All settlements of claims subject to indemnification under this Clause will:
 - 1. Be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - 2. Includes any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- f. LIC will account to the Bidder for all awards, settlements, damages and costs (if any) finally awarded in favor of LIC which are to be paid to it in connection with any such claim or proceedings;
- g. LIC will take steps that the Bidder may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- h. in the event that the Bidder is obligated to indemnify LIC pursuant to this Article, the Bidder will, upon payment of such Indemnity in full, be subrogated to all rights and defenses of LIC with respect to the claims to which such indemnification relates; and
- i. If a Party makes a claim under the indemnity set out under Clause 10.5.1 above in

respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

10.6 Insurance

Obligation to Maintain Insurance

In connection with the provision of the Services, the Bidder must have and maintain for the Contract Period, valid and enforceable insurance policies for: public liability; either professional indemnity or errors and omissions; workers' compensation as required by law.

10.7 Business Continuity

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

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

10.8 Consortiums or sub-contractor

No consortium bidding is allowed. LIC will not consider joint or collaborative proposals that require a contract with more than one prime Bidder. Bidder need to fulfill all the eligibility criteria and technical evaluation criteria in its individual capacity unless mentioned otherwise.

10.9 Confidentiality and privacy

- a. The bidder and/or their personnel shall not, either during the term or after expiration of contract under this RFP, disclose any proprietary or confidential information relating to the services, contract or business or operations of LIC, without the prior written consent of LIC.

- b. The bidder and/or their personnel shall not, either during the term or after expiration of this contract, undertake any public communication, press/media releases relating to the services, contract, or the business or operations of LIC without the written consent of LIC.
- c. Information available on public domain is excluded from confidentiality clause.
- d. The successful bidder is required to sign a Non-Disclosure Agreement (NDA) for this purpose, at the time of award of Contract.

I) Confidential Information not to be disclosed

Information relating to the examination, clarification, comparison and evaluation of the bids submitted shall not be disclosed to any of the responding firms or their representatives or to any other person not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its bid. The Bidder including but not limited to its personnel, its agents and Associates is bound by the conditions of the Non-Disclosure Agreement submitted by the Bidder in response to the RFP as per Annexure-8 NDA. During the execution of the project, the successful bidder will have access to confidential information of LIC such as servers, applications, network design, and architecture etc. The bidder shall use the same degree of care to maintain the confidentiality of the information as if the information is their own and shall not disclose at any point of time to any other person/third party the information so received. The bidder will:

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

Violation of NDA will lead to forfeiture of performance Bank guarantee and additionally will lead to legal action and blacklisting.

II) Exceptions to obligations

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

- i. is disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract;
- ii. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
- iii. is disclosed by LIC;
- iv. is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/Assembly;
- v. is shared by LIC within LIC's organization, or with another Agency, where this serves legitimate interests;
- vi. is authorized or required by law, including under the contract, to be disclosed;
- vii. is in the public domain otherwise than due to a breach of this clause;
- viii. Is lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential; or
- ix. Is independently developed by the Recipient without use or reference to such Confidential Information.

III) Obligations on disclosure

Where a party discloses Confidential Information to another person:

- a. Pursuant to clauses i, ii or v of Clause 10.9. II above, the disclosing party must notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential;
- b. Pursuant to clauses iii and iv of Clause 10.9.II above, the disclosing party must notify the receiving party that the information is Confidential Information.

IV) Additional confidential information

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

V) Period of confidentiality

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

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

10.10 Protection of Personal Information

10.10.1 Application of the clause

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

10.10.2 Obligations

The Bidder acknowledges that it will use or disclose personal information obtained during the course of providing Services under the contract, only for the purposes of the contract and will abide by the rules and regulations of Digital Personal Data Protection Act, 2023 and the Digital Personal Data Protection Rules, 2025.

10.11 Conflict of Interest

10.11.1 Warranty that there is no conflict of interest

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

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

subsidiaries or entities controlled by the Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to LIC for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment;

10.11.2 Notification of a conflict of interest

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

10.11.3 Ambiguities within the Document

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

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

10.11.4 Disqualifications:

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

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

- Government/ PSUs for corrupt and fraudulent practices or blacklisted.
- g) Submitted a Proposal with price adjustment/variation provision.

10.12 Security

10.12.1 Compliance with LIC requirements / Regulatory Compliance

The Bidder will ensure that its Personnel comply with:

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

10.12.2 Security clearance

- a. LIC may, from time to time, notify the Bidder of the level of security or access clearance applicable to the Bidder's Personnel, and the date from which, or the period during which, that clearance will be effective and the Bidder must comply with and ensure its Personnel act in accordance with that notice.
- b. LIC is responsible for all costs associated with obtaining security clearances.

10.12.3 Removal of LIC Data

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

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

10.13 Termination

- a. The contract will remain valid till all obligations of the contractor, as stipulated in the contract are fulfilled.
- b. The successful bidder acknowledges and agrees that timely performance of all obligations is essence of contract. In case of any delay, under or non-performance is not cured by the successful bidder within time limit given in

this RFP and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) LIC may terminate/cancel the contract by giving one month's notice, without assigning any reason. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by LIC, in the event of termination/breach of terms of this RFP /contract etc. as detailed in penalty clauses mentioned in RFP.

- c. However, in case of termination /cancellation of Contract, the Contractor cannot absolve their responsibility towards the assets owned by LIC and has to comply with the requirement stipulated in this document. The successful bidder shall have no right of termination of Contract.

10.13.1 Termination and reduction for convenience

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

10.13.2 Termination by LIC for default

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

In the event of LIC terminating the Contract in whole or in part, LIC may procure,

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

10.13.3 Termination for Insolvency

LIC may at any time terminate the Contract by giving 30 (thirty) days written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC.

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

10.13.4 After termination

On termination of the contract the Bidder must:

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

10.13.5 Survival

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

- a. Clause 9.25 (Intellectual Property Rights);
- b. Clause 9.3 Right to Audit
- c. Clause 10.16(Warranties)
- d. Clause 10.5 (Indemnity);
- e. Clause 10.9(Confidentiality and privacy);
- f. Clause 10.10(Protection of personal information);
- g. Clause 10.12(Security);
- h. Clause 10.13.10(Knowledge transfer)

10.13.6 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared void by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the

Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

10.13.7 Termination does not affect accrued rights

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

10.13.8 Consequences of Termination of the Selected Bidder:

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

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

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

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

10.13.9 Business continuity beyond contract period

At the end of the contract period the Bidder shall support takeover of the support/maintenance by LIC or a new Bidder selected by LIC for business continuity.

10.13.10 Knowledge transfer

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

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

10.14 Notices and Communications

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

10.14.1 Service of notices

A Notice must be:

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

LIC's Address for notices:

Executive Director (IT / Digital Transformation)
Life Insurance Corporation of India,
IT/Digital Transformation Department, 3rd Floor, Jeevan Seva Annexe,
S.V.Road, Santa Cruz(W)
Mumbai – 400 054

Bidder's Address for notices:

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

10.14.2 Effective on receipt

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

If hand delivered, on delivery;

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

10.15 General Obligations of the parties

The Selected Bidder will, at all times:

Act reasonably in performing its obligations;

Diligently perform their respective obligations' and work together with LIC in a collaborative manner.

The Bidder will supply the Services:

- a. With due skill and care and to the best of the Bidder 's knowledge and experience;
- b. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, leading practice and guidelines;
- c. Using the Specified Personnel;
- d. In accordance with all applicable Laws;
- e. In accordance with any reasonable directions in relation to the Services given by LIC from time to time;
- f. So as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay;

The Bidder will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

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

The Bidder will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated.

10.16 Transition Support

In the event of failure of the Bidder 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 Bidder. In such case, the LIC shall give prior notice to the existing Bidder. The existing Bidder shall continue to provide services as per the terms of contract 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. If existing Bidder is breach of this obligation, they shall be liable for paying a penalty of 50 Lakhs on demand to the LIC, which may be settled from the payment of invoices for the contracted period.

10.17 Privacy and Security Safeguards

The bidder shall not publish or disclose in any manner, without the LIC's prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any LIC location. The bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the LIC (removed for repair, replaced or upgraded) are cleared of all LIC data and software. The bidder shall also ensure that all subcontractors (if permitted in contract) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the LIC's prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any LIC location.

10.18 Approvals and consents

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

10.19 Assignment and Novation

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

10.20 Further action

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

10.21 Waiver

Waiver of any provision of or right under the contract:

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

10.22 Relationship

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

10.23 Patent Rights and other litigation costs

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the systems or any parts thereof with relation to the deliverables, in LIC's country, the Bidder will act expeditiously to extinguish such claim. If the Bidder fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Bidder will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Bidder of such claim, if it is made, without delay as when received.

10.24 Governing law and jurisdiction

This RFP shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. Each party irrevocably and unconditionally submits to the nonexclusive jurisdiction of the courts and hence, any legal dispute will come under the jurisdiction of Mumbai High Court only.

10.25 Notices and other communications

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

10.25.1 Service of notices

A Notice must be:

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

10.25.2 Effective on receipt

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

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

10.26 Security

The selected Bidder should undertake to implement the observation/recommendations of LIC of India's IS-Audit, Security Audit team or any other audit conducted by LIC of India or external agencies and any escalations in cost on this account will not be accepted by LIC.

10.27 Exit Clause:

After completion of tenure of project, if new Bidder will be selected then, current Bidder has to ensure smooth transition of operations (technical and administrative) in coordination with new Bidder, at no extra cost to LIC.

10.28 Land Border Clause

The land border clause is governed by the Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. Bidders have to submit a self-declaration for land border clause in the form of **Annexure-5**.

10.29 Workmen Safety and Insurance

The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers at the Procuring Entity's request, shall provide evidence to the procuring entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand-gloves, ladders etc. are being used by their workers while carrying out

works. The Procuring Entity shall not be liable for any compensation in case of any fatal injury/death caused to or by any manpower while performing/discharging their duties/for inspection or otherwise.

10.30 Minimum Wages

The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. In this effect, the bidder has to submit the undertaking on their company letterhead signed by an authorized signatory. The successful bidder will ensure strict compliance of all labor laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and LIC will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between LIC and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers', LIC will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

10.31 Support to be provided by LIC

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

- a) Provide the information on current IT infrastructure already available
- b) The aspirations / expectation of the system which is planned to be procured
- c) Identify the project Champion to ensure complete involvement from start to the finish of the project.
- d) Setup meeting with stakeholders in the project.
- e) Make available any earlier reports or information available with LIC that is relevant.

10.32 Rights reserved by LIC

If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC will reserve the right to debar the Bidder from participating in future RFP's floated during the empanelment period and / or servicing of software support for a period to be decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.

LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFP's, at any time prior to award of agreement without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder(s) on the grounds of the purchaser's inaction. Reasons for cancellation will be determined by LIC at its sole discretion.

LIC reserves the sole right to decide on the software services to be adopted or rejected and the quantity of software/services thereof to be ordered as also the locations for purchase of software/services and/or peripherals.

During the empanelment period, certain situations may arise which are not envisaged in this RFP. LIC will take a considered decision in the matter in the best interest of the LIC. The decision of LIC in all such matters will be final and binding on all the Empanelled Bidders. This also applies to dispute over interpretation of clauses in the RFP.

LIC reserves the sole right to decide on the quantity thereof to be ordered as also the locations for purchase of software and/ or peripherals and / or the terms and conditions of Annual Maintenance Contract (AMC) / terms and conditions in individual RFPs during the empanelment period.

LIC may terminate the agreement if it determines at any time that Empanelled Bidders or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that agreement, without the concerned Bidders having taken timely and appropriate action satisfactory to the LIC to remedy the situation.

Governing Law; The Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.

11 Digital Personal Data Protection Act, 2023

LIC shall enforce data protection agreements, and mandates that service providers/vendors handle, store, and process data in accordance with privacy laws and cyber security regulations including the IRDAI guidelines and provisions of the DPDP Act 2023 and its Rules 2025 and in accordance with Data Protection and Privacy Requirements of data encryption, handling, retention, in compliance with applicable privacy regulations.

- a. All data shall be designated with ownership with assigned responsibilities defined, documented and communicated. Data, and objects containing data, shall be assigned a classification based on data type, jurisdiction of origin, jurisdiction domiciled, context, legal constraints, contractual constraints, value, sensitivity, criticality to the organization and third-party obligation for retention and prevention of unauthorized disclosure or misuse.
- b. Data servers and Data to be hosted in India only. Privacy by Design to be implemented & Data Protection Impact Assessments to be carried periodically.
- c. Vendor shall establish policies & procedures, and implement mechanisms for encrypting sensitive data in storage (e.g. file servers, databases, and end-user work stations), data in transmission (e.g. System interfaces, over public networks, and electronic messaging) and secure disposal & complete removal of data from all storage media, ensuring data is not recoverable by any computer forensic means.
- d. Vendor shall ensure that appropriate technology measures are in place to protect the storage and exchange of information. Supplier shall implement data privacy for all the business-critical data while at rest as well as during transit. Strong encryption algorithms shall be used and key exchange shall happen in a secure manner during data transmission.
- e. Vendor shall take adequate measures which will ensure the maintenance of the integrity and accuracy of data being processed.
- f. Security mechanisms shall be implemented to prevent data leakage. Data retention controls shall also ensure that the multiple copies of the data stored in different locations are also destroyed post the retention time frame. Vendor shall take adequate measures which will ensure the maintenance of the integrity and accuracy of data being processed.
- g. Risk assessments associated with data governance requirements shall be conducted at planned intervals considering the following:
 - Awareness of where sensitive data is stored and transmitted across applications, databases, servers and network infrastructure.
 - Compliance with defined retention periods and end-of-life disposal requirements.
 - Data classification and protection from unauthorized use, access, loss, destruction, and falsification.
- h. If vendor adopts multi –tenancy and data commingling architectures, Service Receiver/LIC Mandates supplier to isolate its data from other customers' data, at the least, through logical separation at schema level for service receiver/LIC related

information database.

- i. In case of data hosted on cloud, then the same shall be hosted on servers located only within India and ensure compliance with applicable Indian regulatory circulars, guidelines issues from IRDAI. Supplier shall ensure that the cloud vendor shall not host any LIC data outside India under any circumstances.
- j. Operating systems, Web Servers, Database etc. used for processing LIC information shall be hardened in line with CIS (Center of Internet security) benchmarks and configuration review of these systems shall be performed at least yearly.
- k. Vendor shall implement data backup and destruction procedures to protect critical information (as applicable) on a regular basis. Periodic checking shall be performed to give assurance on the reliability of media that holds the information.
- l. Controls to ensure protection of secret or confidential information stored in cloud shall be established as per applicable regulatory requirements. Also, the cloud servers where the application is hosted, and the data base shall be available only in India.
- m. Encryption algorithms –Strong encryption algorithms should be used. Use data masking techniques/encryption to obfuscate sensitive data, replacing it with fictional or altered values while preserving the data's format and structure. This can be useful for testing or development environments.

**EXECUTIVE DIRECTOR
(IT/DIGITAL TRANSFORMATION)**

Annexure-1 PRE CONTRACT INTEGRITY PACT

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01

Dated: 31/07/2026

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 20..., between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC" or "LICI") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (31 of 1956) and having its central office at "Yogakshema" Jeevan Bima Marg Mumbai 400021.

(hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s

.....represented by

shri..... (Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026 and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

WHEREAS the BIDDER/Seller/Service Provider is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling

BIDDERS/Sellers/Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the "Chief Vigilance Officer" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3** Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4** BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any

such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER/Contractor will not commit any offence under the relevant Bhartiya Nyaya Sanhita 2023 (BNS) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.

The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.

3.14 The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter XII of the Bharatiya Nyaya Sanhita 2023 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.Independent Monitors:

6.1 The BUYER has appointed (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Name, address, email of the Monitor(s):

1. Shri Sanjay Kumar Shrivastava, IAS (Retd.),
C-II,2475 Vasant Kunj, New Delhi – 110070.
Email ID – shrivastava.sk001@gmail.com
2. Jose Mathew, IFS (Retd),
House no 37/930, Ebrahim Pillali lane
Via Kakkanad, Thrikkakara –682021 Dt Ernakulum, Kerala;
E-mail id - jtmat507@gmail.com

6.2 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.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the **Executive Director (E&OS), LIC**.

6.6 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.

The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CEO & MD, LIC and recues himself / herself from that case.

6.7 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.

6.8 The Monitor will submit a written report to the CEO & MD, LIC within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

6.9 If the Monitor has reported to the CEO & MD, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CEO & MD LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Changes and supplements as well as termination notices need to be made in writing.

10. Validity:

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

10.2 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.

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

Buyer

Bidder

Name of the Official

CEO:

Witness

Witness

1.

1.

2.

2.

(

Note: Bidder/Seller/Service Provider Stores/equipment/item/service Bidding process/ bid evaluation/process of availing services. Appropriate word may be used where ever applicable without altering the purpose /desired intention of the clause.)

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

Ref:

Date:

To,

The Executive Director (IT-DT),
Central Office, Information Technology Department
Life Insurance Corporation of India 3rd Floor,
Jeevan Seva Annex S V Road,
Santacruz (West), Mumbai 400 054.

Dear Sir,

Having examined the RFP Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide support and maintenance of existing TPS stack of efeap hosting at Four Co-location sites vis-à-vis North Co-location , East Co-location , West Co-location , South Co-location hosting eFeap Infrastructure setup of primary and near DR of Two zones each, and 2 Far DR sites including One DR site in LIC Premises in conformity with the said Request for Proposal Documents and hereby undertake that we accept all the conditions of the contract of the Bidding Document which is a two-stage RFP and will support and maintain the complete software stack as per the bidding documents. We further undertake that we fulfill the Minimum Eligibility Criteria stated in **Annexure-3** and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience, qualification requirements and past performance and the required bid security in shape of Bank Guarantee/ Bank Draft are furnished with this bid form. We further undertake, if our bid is accepted, for support and maintenance of existing TPS stack of eFEAP in accordance with the requirements and the delivery schedule discussed and agreed. We declare that all the services shall be performed strictly in accordance with the bid documents

Further If our bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the Life Insurance Corporation of India for a sum equivalent to 5% of the Contract Price as performance security for the Contract. We agree to abide by this bid for the bid validity period specified in 9.12. Performance Bank Guarantee (PBG) and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in

executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998". We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of.....2026.

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

Seal:

Date :

Place :

Business Address :

Witness Signature

Bidders Signature

Name :

Name :

Address :

Designation:

Company :

Date :

Date :

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

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. To become eligible to respond to this RFP, the bidder should fulfill the following minimum Eligibility criteria and should submit following Eligibility Documents.

S.No	Eligibility Criteria	Evidence to be submitted	Details of documents submitted by bidder
1	Legal Entity and Statutory Compliance - The Bidder should be a registered Legal Entity in India, as on the date of submission of this bid - The bidder must have a valid PAN and active GST registration in India. - Bidders claiming MSE benefits must submit a valid MSME/NSIC Certificate;	- Copy of Certificate of Incorporation / Registration Certificate. - PAN - GST certificate - MSME/NSIC Certificate (only for MSE)	
2a	Experience & References: Bidder must have managed minimum of 3 project of similar nature of software support and maintenance in India in the last 5 years as on the date of submission of this bid out of which at least one among these should be from Government Departments/PSU/BFSI sector companies.	Annexure EC Part C along with Documentary evidence (Copies of Invoice/ Project completion Certificate/ Implementation Certificate / Work Order/ Purchase order/SoW/MSA)	
2b	At least one project of similar nature of software support and maintenance in India with a value of not less than ₹20 crores Or Two projects of similar nature of software support and maintenance in India with a value of not less than ₹10 crores each Or Three projects of similar nature of software support and maintenance in India , each having a value of not less than ₹6 crores,	Annexure EC-Part A along with Documentary evidence (Copies of Invoice / Work Order/SoW/MSA Purchase (Multiple Purchase Orders from the same customer for the same project can be clubbed.)	

	should have been executed in the last five(5) years as on the date of submission of this bid.		
3	Resource Capability Bidder should have minimum 500 resources on pay-roll in total. Resource bifurcation should be given in each technology – COBOL,JBoss,MYSQL,RHEL,Jenkins	Certificate from Head (HR) or company secretary regarding total pay-roll resources.	
4	Financials a. The bidder should have minimum annual standalone turnover of 250 Crores or above in India in the last three audited Financial Years i.e 2025-26, 2024-25 and 2023-24. b. The bidder should have made positive net profit in FY 2025-26 and also in one out of the previous two audited Financial Years. (FY 2024-25, 2023-24).	Annexure EC-A along with Audited/Auditor certified Profit and loss statement (P&L) of the last three (3) financial years i.e. 2025-26, 2024-25 and 2023-24.	
5	Authorized Signatory & Compliance Power of Attorney	Power of Attorney / Board Resolution authorizing the signatory to submit the proposal.	
6	Declarations: a. The bidder should not be debarred/ blacklisted by any PSU/Bank/Govt. Agency during the previous 5 years as on date of submission of bid. b. Bidder should not have any litigation against LIC or any organizations which may materially impact the bidder's responsibility to implement the scope of this RFP. c. Any of bidder's subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or	Annexure-5 to be submitted	

	partnership firms/LLPs having common partners cannot participate in the bid process. d. Bidder is not eligible if it has exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years. e. Land Border Clause Declaration		
7	ISO Certifications Bidder should possess valid and current ISO certifications such as ISO/IEC 27001:2022 (Information Security Management) ISO/IEC 20000-1:2018 (IT Service Management).	Valid ISO Certificates issued by accredited certification bodies	
8	Compliance & Security The vendor should comply with the below frameworks Compliance with the following frameworks is mandatory: - IRDAI Cyber Security Guidelines - IT Act 2000 & amendments - DPDPA 2023 (Data Protection Act) and DPDPA Rules 2025 and Amendments. - Guidelines, advisories, standards, and directions issued by the National Critical Information Infrastructure Protection Centre (NCIIPC), wherever applicable, as amended from time to time	Undertaking on company letterhead signed by an authorized signatory confirming the compliance with the listed frameworks as per the Annexure –EC Part B	
9	Experience with LIC The Bidder(s), who have been associated with LIC for any contract within the period of last 5 years (from the date of this RFP), have to	Certificate / Letter declaring the satisfactory performance and timely delivery	

	submit the satisfactory performance and timely delivery completion certificate to be eligible to participate in the bid. Certificate to be issued by the competent authority in LIC.	completion signed by Competent Authority of LIC.(Secretary or above level official)	
10	Bid Processing Fee (Non-Refundable): INR 11,800/- (Rupees Eleven Thousand Eight Hundred Only) inclusive of GST. [INR 10,000/- Bid Fees + INR 1800/- GST.] MSE bidders will be exempted from payment of bid processing fee as defined in MSE Procurement Policy (MSEs) order 2012 ,issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department if bidder can furnish requisite proof such as MSME/NSIC certificate subject to satisfaction of LIC.	Mode of Remittance: Online NEFT/RTGS to Virtual Account of “Life Insurance Corporation of India”. Please refer: Annexure 10: LIC Bank Account Details of UTR Number along with date are to be submitted.	
11	Bid Security Declaration: Bidders shall submit duly filled Bid Security Declaration form as per the Annexure 7: Bid Security Declaration. (To be submitted by bidders eligible for waiver of EMD)	Annexure 7 to be submitted duly signed by the authorized signatory.	
12	Pre – Contract Integrity Pact Bidders may refer: Adoption and Implementation of Integrity Pact-as per Annexure -1	Annexure 1 to be submitted.	
13	Non-Disclosure Agreement (NDA)	As per the Annexure 8	
14	Earnest Money Deposit Bidders shall submit along with the bid, EMD of INR 45, 00,000/- (Rupees Forty Five Lacs Only) in the form of unconditional and irrevocable Bank Guarantee (BG) as per the format given in Annexure-13 (Bank Guarantee for E.M.D.) MSE bidders will be exempted from payment of bid processing fee as defined in MSE Procurement Policy	As per Annexure 13	

	(MSEs) order 2012 ,issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department if bidder can furnish requisite proof such as MSME/NSIC certificate subject to satisfaction of LIC.		
--	--	--	--

Bidders having met ALL the criteria mentioned above along with supporting documents are only eligible for technical evaluation of their Bids.

If the Bidder is not meeting all the Eligibility criteria, then their Technical and Indicative Commercial bids will not be opened and the bid will be rejected.

The validity of all the certifications should be valid/in force as on the date of submission of bid.

The decision of LIC would be final and binding on all the Bidders to this RFP. LIC may accept or reject an offer without assigning any reason whatsoever. The above eligibility criteria must be complied as per **Annexure-16** Compliance sheet for Qualification Bid.

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. All the Certificate should be valid / in force as on the date of submission of bid.

Signature

(Seal of Company)

(Signature and Seal of company to be put on all the pages of Annexure-3)

Annexure-4**Compliance Statement**

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

DECLARATION**Terms & Conditions**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the CORPORATION in the RFP document REF: LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026.

We certify that all the services shall be performed strictly in accordance with the bid documents.

Signature:

Seal of Company

Annexure-5 Self-Declaration Format for Non-Blacklisting / Non-Litigation / Land Border Clause/ Others
Ref.: LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/dated 31/07/2026

Date: DD/MM/YYYY

(A) Under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Public Sector Undertaking / Banks/State or Central Government or their agencies/ departments during the 5 years as on date of submission of bid.

YES / NO

(Furnish details if yes)

(B) Details of litigation(s) the Bidder is currently involved in against LIC or any organizations which may materially impact the bidder's responsibility to implement the scope of this RFP:

YES / NO

(If yes, furnish details like Party in dispute with, Year of initiation of dispute , Detailed description of dispute , Resolution / Arrangement arrived at etc)

C) Any of bidder's subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners are not participating in the bid process.

YES / NO

(Furnish details if yes)

D) Whether Bidder has exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.

YES / NO

(Furnish details if yes)

E) We have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder/OEM is not from such a country or, if from such a country, has been registered with the competent authority,

I certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Bidder:

Signature:

Name and Address:

Date:

Sl.No	Evaluation Domain	Mandatory Documentary Evidence to be Submitted by Vendor	Submitted	Document Details
1	Legacy COBOL Operations	1. Client email /MSA/SOW mentioning Application support within the past 5 years, explicitly naming COBOL Operations in the scope.	Y/N	Folder/File/Page/URL
		2. HR-signed declaration listing the employee IDs of on-roll L3 COBOL engineers along with their tenure in the company.	Y/N	Folder/File/Page/URL
2	JBOSS Management	1. Client email /MSA/SOW mentioning Application support within the past 5 years, explicitly naming "JBOSS Server" in the scope.	Y/N	Folder/File/Page/URL
		2. Valid, corporate-level Red Hat Partner Certificate of the bidder (Advanced or Premier tier) showing an active ecosystem relationship.	Y/N	Folder/File/Page/URL
3	Operating System Hardening (RHEL)	1. Client email /MSA/SOW mentioning Application support within the past 5 years, explicitly naming "RHEL Server" in the scope.	Y/N	Folder/File/Page/URL
		2. Valid, corporate-level Red Hat Partner Certificate of the bidder showing an active ecosystem relationship	Y/N	Folder/File/Page/URL
4	Operating DB Fine Tuning & Hardening (MySQL)	1. Client email /MSA/SOW mentioning Application support within the past 5 years, explicitly naming "MySQL DB Server" in the scope.	Y/N	Folder/File/Page/URL
		2. Valid, corporate-level Oracle Partner Certificate of the bidder showing an active ecosystem relationship	Y/N	Folder/File/Page/URL
5	DevOps Automation Toolchain (Jenkins)	1. HR-signed declaration listing the employee IDs of on-roll engineers along with their tenure in the company with expertise in Jenkins	Y/N	Folder/File/Page/URL
			Y/N	Folder/File/Page/URL

6	24x7x365 Roster & Shift Relief Resilience	1. A redacted copy of a live, active 24x7x365 shift roster currently utilized by the vendor for an existing enterprise client in India to prove roster compliance.	Y/N	Folder/File/Page/URL
		2. Government-stamped or Company Trustee EPF (Provident Fund) Electronic Challan-cum-Return (ECR) to prove they have >500 full-time employees on-roll to absorb bench requirements.	Y/N	Folder/File/Page/URL

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026
(To be notarized on stamp paper)

Date:

To,

The Executive Director (IT/Digital Transformation),
Life Insurance Corporation of India,
Central Office,
Information Technology Department
3rd Floor, Jeevan Seva Annex, S V Road,
Santa Cruz (West), Mumbai 400054

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) Have withdrawn/modified/amended, impaired or derogated from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Dated at _____ this _____ day of _____ 20

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Annexure-8**Non-Disclosure Agreement (NDA)**

(No deviation in words permitted)

(To be executed over stamp of requisite value/Franked paper & Notarized)

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

This Non-Disclosure Agreement ("NDA") is made and entered into this _____ day of _____ in the year Two Thousand and Twenty ____ (20__)

BY _____ AND BETWEEN Life Insurance Corporation of India, (hereinafter referred to as "LIC"), a statutory corporation established under sanction 2 of Life Insurance Corporation Act 1956 (Act 31 of 1956) and having its registered office at Central Office, "Yogakshema", J B Marg, Mumbai 400 021, AND _____, a Company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business at -----< **Company Name & Address**> -----shall be referred to herein as a "Respondent".

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

WHEREAS, the Respondent is aware that during engagement with Life Insurance Corporation of India for **RFP LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01**, Dated: 31/07/2026, the Respondent may be gathering information on LIC's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by LIC and made available to the Respondent., is privileged and strictly confidential to and / or proprietary of LIC.

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

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Respondent agrees to hold all Confidential Information received from LIC in confidence. Respondent will use such Confidential Information only for the purpose of developing the Response to the said engagement; restrict disclosure of such Confidential Information to its employees and employees of its affiliated companies with a need to know and inform such employees of the obligations assumed herein.

Respondent will not disclose such Confidential Information to any third party without the prior written approval of LIC.

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party. It may be noted that all the information shared as a part of the Proof of Concept Engagement in the form of project documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configurations through a live Benchmark test both off shore as well as onsite shall be the sole property of LIC and shall be treated with the same degree of confidentiality as that of the Respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of RFP Ref: LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 dated 31/07/2026

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

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

Without the written consent of LIC the Respondent or any of his employees/partners

should not make public announcements/comments on any website/or issue any media statements about the existence of this engagement and its scope.

The Respondent agrees to be responsible for any breach of this Agreement by its Representatives. Respondent agrees to protect the Confidential Information received from LIC with the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Respondent agrees to promptly inform LIC of any unauthorized disclosure of LIC's Confidential Information.

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

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

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

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

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

practicable and uses its best efforts, at its own expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respondent agrees not to assign this Agreement or any interest herein without express prior written consent of LIC. Nothing in this agreement and no action taken by the Respondent pursuant to this agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity or arrangement. This Agreement is entered into by the Parties on a Principal-to-Principal basis and no other meaning can be assigned in interpreting any of the terms contained herein.

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

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

Address – -----

Authorized Signatory Name:

Designation:

Place: Mumbai

Annexure-9**UNDERTAKING FOR WARRANTY**

(To be submitted on a stamp paper of ₹ 500/- (Rupees five hundred only) stamp duty must be as per the prevailing Stamp duty act of Maharashtra State Mumbai Jurisdiction by the Bidder)

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

To,

The Executive Director (IT/DT)
Life Insurance Corporation of India
Central Office, Information Technology Department, Jeevan
Seva Annexe Building, 3rd floor,
S.V. Road, Santacruz (West), Mumbai - 400 054

Dear Sir/Madam,

We further hereby undertake that the services agreed as per SLA as per the terms and conditions of the RFP and subsequent contract will be available for a period of Five years and further extendable by 2 years on same price, terms and conditions subject to year-on-year approval by LIC after 5 years.

Dated at _____ this _____ day of _____ 20____

Authorized Signatory

Signature of the authorized official

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure -10**Bank Account Details****LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026**

NAME OF ACCOUNT	LIC OF INDIA
VIRTUAL BANK ACCOUNT NO	LIC9EN00
IFSC	UBIN0996335
BANK BRANCH	FCS,BANGLORE
TYPE OF THE ACCOUNT	CURRENT ACCOUNT
NAME OF THE BANK	UNION BANK OF INDIA

Annexure -11**Activity Schedule****LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026**

	Activity	Details
1	RFP Reference & Date of posting of tender document on website/ publication of Tender	Ref: LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026
2	Bid Processing Fee (non-refundable).	11,800/- i.e Rs 10,000/- +GST (Rupees Eleven Thousand Eight Hundred Only) inclusive of Taxes, NEFT to LIC Account , to be paid through NEFT/RTGS to Life Insurance Corporation of India .Bank details are given in the Annexure 10 . The bidder must provide the UTR of the deposit along with the bid. MSE bidders will be exempted from payment of bid processing fee as defined in MSE Procurement Policy (MSEs) order 2012 ,issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department if bidder can furnish requisite proof such as MSME/NSIC certificate subject to satisfaction of LIC.
3	Address for submission of Bid	To be submitted online on e-procurement website www.tenderwizard.com/LIC
4	Last Day and time for receiving queries on Bid	05/08/2026 , latest by 04.00 p.m.
5	Pre Bid meeting (by pre-registration only)	The Pre-Bid meeting will be held in Hybrid mode on 07/08/2026 from 11.00 a.m. to 1.30 p.m. in the Conference Room, LIC of India Central Office, IT Department, Jeevan Seva Annexe, 3rd floor, S V Road, Santacruz (W), Mumbai – 400054 and also through video conferencing. The link for attending the meeting through Video Conferencing is as under: Meeting number: 25118372372 Meeting link: https://licindiasampark.webex.com/licindiasampark/j.php?MTID=m547b471ee7aed259f83072c02b8a1837 Meeting password: 12345 Join from a video system or application: 25118372372@licindiasampark.webex.com You can also dial 210.4.202.4 and enter your meeting number. Meeting password for video system: 12345 Join by phone

		Charged calls: +65-6703-6949 Access code: 25118372372 Only 2 representatives of the bidder will be allowed to attend the meeting on receipt of request from prospective bidders and the names of the attendees will have to be informed to the mail id for correspondence as mentioned below. Representatives of the bidders attending the meeting/event will have to bring their company identity cards for verification
6	Last date of queries after pre-bid meeting	10/08/2026
7	Bid Submission Date & Time (Eligibility Bid, Technical Bid and Indicative Commercial Bid needs to be submitted)	Bid Submission End Date : On 28/08/2026 latest by 12.30 p.m.
8	Eligibility Bid and Technical Bid opening date/time/ venue	The Eligibility Bids will be opened by the Tender opening committee of LIC in the presence/virtual presence of the bidders' representatives who choose to attend, at the above mentioned address/e-procurement site, on 28/08/2026 at 2.30 p.m.
9	Commercial Bid opening date/time/	Details will be informed later
10	Online Reverse Auction Schedule	To be notified to the Technically and commercially qualified bidders. Eligible bidders will be communicated later.
11	Mail-id for correspondence	E-mail ID: efeap.next_rfp@licindia.com
12	LIC's Official website	http://www.licindia.in/

NOTE:

1. This is an E – Tender and hence Bids must be submitted "ON LINE". Tender is to be submitted online through e procurement portal. No hardcopy of the tender will be accepted.
2. All documents are to be scanned and uploaded.
3. Bids should be submitted well before the closing time. Submitting the bid online in the last few hours before the bid closing time should be avoided in the bidder's own interest. Neither the Service Provider nor LIC will be responsible for any lapses /failure on the part of the bidder, in such cases.

E-Tendering:

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

Submission must be made as per the provided formats/templates. Any material deviations in the formats/templates may result in the rejection of the Bid. Please note that any deviations mentioned in the bid will not be considered and evaluated by the LIC.

For Registration and for further details on e-tendering, please visit above mentioned portal (website) or below mentioned Helpdesk details.

Office Address :

E-Tender helpdesk: #24, Sudha Complex, 03rd Stage,
4th Block, Basaveshwaranagara,
Bangalore - 560079, email - dscprocessingunit@yahoo.com
lokesh.hr@antaressystems.com +919686115304
sushant.sp@antaressystems.com -- +91 9731468511

Important: The above schedule is tentative only and subject to change and any change will be notified through the Website as mentioned above.

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

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

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

Amendments/corrigendum, if any, to this RFP would be hosted on our website/e-procurement web site only.

Reverse Auction schedule will be notified to the Bidders shortlisted by technical evaluation committee.

Annexure-12**Format for Performance Bank Guarantee (PBG)****LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026**

To,
The Executive Director (IT/DT), Information
Technology Department, Life Insurance
Corporation of India, 3rd Floor,
Jeevan Seva Annexe,
S.V. Road Santacruz (west). Mumbai 400 054.

(Hereinafter referred to as "LIC / you")

Whereas consequent to your Request for Proposal (RFP) No _____ dated _____ you have issued a Purchase Order No. _____ Dated _____ to M/s _____, having its Central office at _____ (hereinafter referred to as "the Contractor") to develop, implement and support name of software support/service for the Corporation.

Whereas as per the payment terms of the said RFP/Purchase Order the Contractor has to submit a unconditional and irrevocable Bank Guarantee from any scheduled commercial bank in favour of you.

We hereby affirm that we guarantee and are responsible to you on behalf of the vendor

And whereas, we, _____ Bank, having our branch office at _____ (hereinafter referred to as "the Guarantor") on the request of the Contractor hereby expressly and unreservedly undertake and Guarantee to pay to you, a sum not exceeding ` _____/- (Rupees _____ Only), being 5% of the value of the Purchase Order, in the event of any breach by the Contractor of the obligations under your said Purchase Order, or reasons attributable to the Contractor on account of the same. This unconditional and irrevocable Guarantee shall be limited to an amount not exceeding ` _____/- (Rupees _____ Only). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Contractor, we the Guarantor shall make the payment under this Guarantee to CORPORATION within 24 hours of receipt of written claim / demand.

We the Guarantor, further confirm that a mere letter from the CORPORATION that there has been a breach by the Contractor of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Contractor, indulgence to Contractor by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Contractor.

This unconditional and irrevocable Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of Guarantor or the Contractor. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as aforesaid making reference to this Guarantee.

Notwithstanding anything contained hereinabove, our liability under this unconditional and

irrevocable Guarantee is restricted to ` ____/- (Rupees _____ Only).

This Guarantee shall remain in full force and effect for a period of __ years from the date of the installation i.e. up to _____. Unless a claim under this Guarantee is made against us within one month from that date i.e. on or before __, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Thereafter, our Guarantee shall be considered as null and void whether returned to ourselves or not.

Date:

For _____
(Branch and Bank)

Place:

To

The Executive Director (IT/DT), Information
Technology Department,
Life Insurance Corporation of India, 3rd Floor, Jeevan Seva Annexe,
S.V. Road , Santa Cruz (west). Mumbai 400 054.

Dear Sir,

**EMD BANK GUARANTEE TO LIFE INSURANCE CORPORATION OF INDIA TO MEET SUCH
REQUIREMENTS AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE REQUEST FOR PROPOSAL**

WHEREAS Life Insurance Corporation of India, having its Central Office at Nariman Point, Mumbai, has invited Request for Proposal for vide its RFP No. _____ dated _____ on the terms and conditions mentioned in the RFP documents,

It is one of the terms of said Request for Proposal that the bidder shall furnish a Bank Guarantee for a sum of ` _____ (Rupees _____ only) as Earnest Money Deposit.

M/s _____, (hereinafter called as bidder), who are our constituents intends to submit their bid for the said work and have requested us to furnish guarantee in respect of the said sum of ` _____ (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH THAT

We _____ (Bank) do hereby agree with and undertake to the Life Insurance Corporation of India, their Successors, assigns that in the event of the LIC coming to the conclusion that the bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said bidder, we shall on demand by the LIC, pay without demur to the LIC, a sum of ` _____ (Rupees _____ only) that may be demanded by Life Insurance Corporation of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of ` _____ (Rupees _____ lakhs only).

We also agree to undertake to and confirm that the sum not exceeding ` _____ (Rupees _____ lakhs only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the LIC on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the LIC shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the LIC within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the LIC under this guarantee shall be independent of the agreement or agreements or other understandings between the LIC and the bidder. This guarantee shall not be revoked by us without prior consent in writing of the LIC.

We hereby further agree that –

Any forbearance or commission on the part of the LIC in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the LIC to the bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ` _____(Rupees ____only)

Our liability under these presents shall not exceed the sum of ` _____(Rupees ____only)

Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

This guarantee shall remain in force for a period of one year, provided that if so desired by the LIC, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

Our liability under this presents will terminate unless these presents are renewed as provided herein up to three years or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the LIC alone is the conclusive proof, whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the LIC against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of

Signature and Seal of Authorized Official

(NB: This document will require Stamp Duty as applicable in the State, where it is executed and shall be signed by the official whose signature and authority shall be verified).

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

(To be submitted on a stamp paper of INR 500/- (Rupees five hundred only) stamp duty must be as per the prevailing stamp duty act of Maharashtra State Mumbai Jurisdiction by the bidder)

To,

The Executive Director (IT/Digital Transformation),
Life Insurance Corporation of India,
Central Office, Information Technology Department,
3rd floor, Jeevan seva Annex, S.V Road,
Santa Cruz (west), Mumbai 400 054

Dear Sir/Madam,

We hereby accept all the terms and conditions of the RFP and undertake to extend the Quality Assurance for five (5) years, extendable by a further two (2) years if required, in accordance with the terms and conditions stated/referred to below.

1. The Bidder shall ensure that key personnel with relevant skill sets for the existing TPS stack are available to LIC for the duration of the contract.
2. The methodologies for delivering services by the Bidder must adhere to the quality standards, incident response times, and resolution timelines stipulated therefore.
3. The Bidder shall facilitate knowledge transfer to LIC personnel and third-party vendors (responsible for application-level customization) through structured training sessions and detailed technical documentation.
4. Bidder shall provide maintenance support for Software/Operating System/Database etc over the entire period of contract as per the terms and conditions specified in the RFP
5. The Bidder shall provide and implement patches, service packs, and minor version updates for the Software, Operating System and Database as released by the OEM or as required by LIC for system security and stability.
6. The Bidder shall proactively monitor all OEM releases and inform LIC of any version changes, deprecation notices, or support lifecycle updates.
7. The Bidder shall obtain formal written permission from LIC prior to applying any patches, updates, or configuration changes to the production environment.
8. The Bidder shall address all findings from Vulnerability Assessments/Penetration Testing (VA&PT), security audits, and internal performance reviews within the timelines intimated by LIC. All solutions for such findings shall be provided as part of the maintenance scope at no additional cost.
9. The Bidder shall keep LIC informed at least 12 months prior to the end-of-support dates for any related product and shall propose a continuity strategy to ensure ongoing support.

Comprehensive Support and Maintenance Obligations

1. During the contract period, the Bidder shall undertake comprehensive support of the Software stack. This includes preventive and corrective maintenance, compliance with security requirements, and all costs relating to labor
2. The Bidder shall ensure the services of professionally qualified personnel are available for:
 - System monitoring and log maintenance.
 - Performance fine-tuning and optimization.
 - Emergency response in the event of system malfunction, crashes, or performance degradation.
 - Configuration management as per LIC's infrastructure policies.
 - Release management
3. In the event of system instability or failure, the Bidder shall ensure services are restored to the satisfaction of LIC within the defined SLA timelines. The Bidder shall provide:
 - Diagnostics for rapid identification of root causes.
 - Data/Configuration protection and integrity verification.
 - Recovery/restart procedures.
 - System software/configuration backup management.
4. The Bidder shall provide on-call and on-site support during peak weeks, scheduled maintenance windows, and during critical transition activities (e.g., switching between Production and DR environments). No additional charges shall be levied for these activities.
5. The Bidder shall provide an updated escalation matrix to LIC on a quarterly basis, or immediately upon any change in personnel or structure, to ensure clear communication channels.
6. The Bidder shall undertake preparation and management of release packs for all approved software changes, enhancements, patches, and upgrades, ensuring completeness, version consistency, dependency validation, and readiness of all deployable components for deployment across test and production environments.
7. The Bidder shall establish, maintain, and operate CI/CD pipelines for automated build, validation, release, and deployment processes, ensuring adherence to LIC's security, quality, and change management requirements.
8. The Bidder shall perform deployment, validation, and testing of releases in Development, Test, UAT, DR, and other non-production environments as required by LIC and shall address any issues identified during such activities before production deployment
9. The Bidder shall execute deployments in Production environments after obtaining necessary approvals from LIC, perform post-deployment validation and health checks,

and provide rollback support and issue resolution to ensure successful release implementation and system stability

10. The Bidder warrants that the maintenance services provided shall ensure the Software Stack operates in accordance with the specifications defined in this RFP, consistently meeting parameters for availability, data sanctity, and performance.

Dated at _____ this _____ day of _____ 20__

Authorized Signatory

Signature of the authorized official

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure-15

Authority Letter

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

(To be submitted in Original on company's Letterhead)

Date:

To,

The Executive Director (IT/DT)
Life Insurance Corporation of India
Central Office, Information Technology Department, Jeevan
Seva Annexe Building, 3rd floor,
S.V. Road, Santacruz (West), Mumbai - 400 054

Subject: Authority Letter

Reference: RFP document no. LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

Dear Sir,

We, M/s _____ (Name of the bidder) having registered office at _____
(Address of the bidder) herewith submit our bid against the said RFP document.

Mr./ Ms. _____ (Name and designation of the signatory), whose signature is appended
below, is authorized to sign and submit the bid documents on our behalf against said RFP.

Specimen Signature:

The undersigned is authorized to issue such authorization on behalf of us. For

M/s _____ (Name of the bidder)

Signature and company seal Name

Designation

Email

Mobile No.

Annexure-16**Compliance Sheet for Qualification Bid****LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026**

	Basic Requirement	Required	Provided	Reference & Page Number
1.a	Bid Processing Fee	NEFT Transfer to LIC of India A/C number _____ IFSC Code _____ ` 11,800/- (Inclusive of applicable Taxes)	Yes /No/NA	
1.b	Earnest Money Deposit	BG /Cash/NEFT/RTGS for ` 45,00,000/-	Yes /No	
1c	Pre-integrity Pact	Annexure -1	Yes/No	
2.a	Legal Entity	Copy of Certificate of Incorporation and Copy of GST Registration Certificate	Yes /No	
2.b	Registered Company in India.	Copy of Registration issued by Registrar of companies and full address of the registered office.	Yes/No	
3.	The bidder should be a single entity, no consortium or joint Venture is permitted.	Self-certifying letter by the person Authorized to bid duly stamped by Company's seal.	Complied/ Not complied	
4.	The bidder would undertake not to sub-contract / outsource any part of the work without LIC permission.	Self-certifying letter by the person Authorized to bid duly stamped by Company's seal.	Yes /No	
5.	a. The bidder should not be debarred/blacklisted by any PSU/Bank/Govt. Agency during the previous 5 years as on date of submission of bid. b. Bidder should not have any litigation against LIC or any organizations which may materially	Annexure -5	Yes /No	

	impact the bidder's responsibility to implement the scope of this RFP. c. Any of bidder's subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners cannot participate in the bid process. d. Bidder is not eligible if it has exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years. e. Land Border Clause Declaration			
6.	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.	Self-Certifying letter on company letter head by the person Authorized to bid duly stamped by Company's seal.	Yes/No	
7..	Power of Attorney	Copy of Power of Attorney on stamp paper in the name of the Authorized signatory or submission demonstrating that the representative has been duly Authorized to sign.	Yes/No	
8	Minimum Annual standalone Turnover	Details should be submitted in Annexure EC-A along with copies of Audited Financial Statements for the relevant years, duly signed by Authorized signatory.	Yes/No	

9	At least one project of similar nature in India with a value of not less than ₹20 crores Or Two projects of similar nature in India with a value of not less than ₹10 crores each Or Three projects of similar nature in India , each having a value of not less than ₹6 crores, should have been executed in the last five(5) years	Annexure EC-Part A along with Documentary evidence (Copies of Invoice / Work Order/SoW/MSA Purchase (Multiple Purchase Orders from the same customer for the same project can be clubbed.)	Yes/No	
10	Positive Net Profit	Details should be submitted in Annexure EC-A along with copies of Audited Financial Statements for the relevant years, duly signed by Authorized signatory.	Yes/No	
11	Bidder must have managed minimum of 3 project of similar nature of software support and maintenance in India in the last 5 years out of which at least one among these should be from Government Departments/PSU/BFSI sector companies.	Annexure along with Documentary evidence (Copies of Invoice/ Project completion Certificate/ Implementation Certificate / Work Order/ Purchase order)	Yes/No	
12	The vendor should comply with the below frameworks Compliance with the following frameworks is mandatory: i. IRDAI Cyber Security Guidelines ii. IT Act 2000 & amendments iii. DPDPA 2023 (Data Protection Act) and DPDPA	Undertaking on company letterhead signed by an authorized signatory confirming the compliance with the listed frameworks as per the Annexure -EC Part B	Yes/No	

	Rules 2025 and Amendments. iv. Guidelines, advisories, standards, and directions issued by the National Critical Information Infrastructure Protection Centre (NCIIPC), wherever applicable, as amended from time to time			
13	The Bidder(s), who have been associated with LIC for any contract within the period of last 5 years (from the date of this RFP), have to submit the satisfactory performance and timely delivery completion certificate to be eligible to participate in the bid. Certificate to be issued by the competent authority in LIC.	Certificate / Letter declaring the satisfactory performance and timely delivery completion signed by Competent Authority of LIC.(Secretary or above level official)	Yes/No/NA	
14	Bidder should have minimum 500 resources on pay-roll in total. Resource bifurcation should be given in each technology – COBOL,JBoss,MYSQL,RHEL,Jenkins	Certificate from Head (HR) or company secretary regarding total pay-roll resources	Yes/No	
15	Bidder should possess valid and current ISO certifications such as ISO/IEC 27001:2022 (Information Security Management) ISO/IEC 20000-1:2018 (IT Service Management).	Valid ISO Certificates issued by accredited certification bodies	Yes/No	

Dated at _____ this _____ day of _____ 20

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

Annexure-17**Bid Documents Checklist**

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

Annexure Number	Annexure Name	Envelope I - Pre-Contract Integrity Pact and Bid Security Declaration /EMD	Envelope II - Eligibility Bid	Envelope III - Technical Bid	Envelope IV - Commercial Bid
Annexure-1	Pre Contract Integrity Pact	Yes	-	-	-
Annexure-2	Eligibility Bid Form (Covering Letter)	-	Yes	-	-
Annexure-3	ELIGIBILITY CRITERIA	-	Yes	-	-
Annexure-4	Compliance Statement	-	Yes	-	-
Annexure-5	Self-Declaration format	-	Yes	-	-
Annexure-6	Technical Evaluation Criteria	-		Yes	-
Annexure-7	Bid Security Declaration (To be submitted by bidders eligible for waiver of EMD)	Yes	-	-	-
Annexure-8	Non-Disclosure Agreement (NDA)	-	-	-	-
Annexure-9	UNDERTAKING FOR WARRANTY	-	-	- Yes	-
Annexure-10	Bank Account Details	-	-	-	-
Annexure-11	Activity Schedule	-	-	-	-
Annexure -13	Format for EMD	Yes	-	-	-
Annexure -14	Quality Assurance	-	-	Yes	-
Annexure -15	Authority Letter	-	Yes	-	-

Annexure Number	Annexure Name	Envelope I - Pre-Contract Integrity Pact and Bid Security Declaration /EMD	Envelope II - Eligibility Bid	Envelope III - Technical Bid	Envelope IV - Commercial Bid
Annexure -16	Compliance Sheet	-	Yes	-	-
Annexure -17	Bid documents check list	-	-	-	-
Annexure -18	Details of Litigations	-	Yes	-	-
Annexure -19	Guideline for e-procurement	-	-	-	-
Annexure -20	Pre-Bid queries template	Yes	-	-	-
Annexure -21	Proof of Bid processing fees paid	Yes			
Annexure -22	Commercial Annexure	-	-	-	Yes
Annexure EC-Part-A	Eligibility Criteria Part-A	-	Yes Certificate of Incorporation, Copies of valid certificates for GST registration , Copy of PAN attested by authorized signatory of the company, valid ISO certifications ,Audited Balance Sheet for the relevant years, Profit and	-	-
Annexure EC - Part-B	Eligibility Criteria-Part-B			-	-
Annexure EC - Part-C	Eligibility Criteria-Part-C			-	-

			Loss Statements for the relevant years, copies of Purchase Orders or certificates from customers.		
--	--	--	---	--	--

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

(To be submitted on Company's letterhead by the Bidder with Seal and Signature)

(A) Details of litigation(s) the Bidder is currently involved in, or has been involved in for the last three years:

1. Party in dispute with :
2. Year of initiation of dispute:
3. Detailed description of dispute:
4. Resolution / Arrangement arrived at (if concluded) :

(B) Blacklisted by any Govt/PSU/LIC/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance in the last three years. ---**NO**.

Witness:

Signature:

Name and Address:

Bidder:

Signature:

Name and Address: Date:

Date:

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

[Ref: _____]

(*To be submitted on Rs. 500/- stamp paper by the Bidder and the Authorized Signatory should initial each page.)

Company Profile:

1	Name of the Company	
2	Line of Business :Whether OEM, Integrated IT Solutions/Support & Services provider or Authorized Channel Partner of OEM	
3	Company Registered as [Public Limited/Private Limited]	
4	Date of Incorporation	
5	Address of Corporate/ Registered Office	
	Line 1	
	Line 2	
	Name Of City	
	State	
	Postal Code	
	Email id	
	Phone no./ PHONE no.	
6	GST Registration No. and Date of registration	
7	Names of the States for which the bidder has GST Registration No. (including all Billing offices) (Attach registration Certificates)	
8	PAN No. (Attach self-certified copy of PAN)	
9	Standalone Turnover of the Company:	

	Financial Year : (in Crores) in Last Three Audited Financial Years				
	FY 2025-26				
	FY 2024-25				
	FY 2023-24				
10	Net Worth of the Company after Tax				
	Financial Year : (in Crores) Last three Financial Years				
	FY 2025-26				
	FY 2024-25				
	FY 2023-24				
11	Net profit of the company				
	Financial Year : (in Crores) Last three Audited Financial Years				
	FY 2025-26				
	FY 2024-25				
	FY 2023-24				
12	Details of Projects undertaken by the bidder				
	Details of Projects/PO's executed for supply of s support and services, in last five Financial years:				
	(Multiple Purchase Orders from the same customer in the same year can be clubbed.)				
	Financial year	Names of the clients	Name and contact details of Sr. officer representing the client for the purpose of reference	Purchase Order Value (in Rupees) Crores	Whether the Project has been successfully executed as on date of bid submission (Date of completion of the Project)
	2025-26	1			
		2			
	2024-25	1			
		2			
	2023-24	1			

		2			
	2022-23	1			
		2			
	2021-22	1			
		2			
13	Bidder's Address for communication :				
	Line 1				
	Line 2				
	Name Of City				
	State				
	Postal Code				
	Email id				
	Phone no./ PHONE no.				
14	Bank Details(along with cancelled cheque /relevant proof)				
	Name of Bank				
	Branch				
	MICR Code				
	Type of A/C				
	Account No.				
	IFSC Code				
15	Bidder's Official Web Site (URL)				
	ISO Certifications				
16	ISO/IEC 20000-1:2018 (IT Service Management) certificate enclosed (Yes/No)				
	ISO/IEC 27001:2022 (Information Security Management) certificate enclosed (Yes/No)				
17	Any other relevant information not covered in the above points :				
18	We hereby confirm that we, M/s _____ have not been banned / debarred by LIC, as on date of submission of the bid.				

Enclosures:

- a), GST Registration, Certificate of Incorporation, Profit & Loss Statement, Audited Balance sheet, and latest IT Returns and Sales Tax duly signed/ attested by the authorities mentioned in the Tender.
- b). Attested Copies of the Purchase Orders or Certificate from customers
- c). Power of Attorney or the copy of the Board Resolution appointing the Authorized Signatory
- d). Cancelled cheque of the Bank Account.

Signature of the Authorized Signatory**Name:****Designation:****Name & Address of the company:****Seal of the Company**

[Ref: _____]

Undertaking by the Bidder on Regulatory and Standards Compliance

We, [Name of Bidder], hereby undertake and confirm that we shall comply with all applicable regulatory requirements, laws, and standards as specified in the tender document, including:

- i. IRDAI Cyber Security Guidelines (as amended from time to time)
- ii. Information Technology Act, 2000 and its amendments
- iii. Digital Personal Data Protection Act, 2023 (DPDPA), DPDPA Rules 2025, and subsequent amendments.
- iv. Guidelines, advisories, standards, and directions issued by the National Critical Information Infrastructure Protection Centre (NCIIPC), wherever applicable, as amended from time to time

We further undertake that we shall maintain compliance throughout the contract period and adhere to any updates, amendments, or regulatory changes issued by competent authorities.

Signature of the Authorized Signatory**Name:****Designation:****Name & Address of the company:****Seal of the Company**

Annexure-EC - Part-C Eligibility Criteria-Part-C

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

Details of Bidder for Eligibility Evaluation:

Project Citation Details:

[Use separate sheet for each Reference/Project]

(References / Projects by the bidder with PO/Work Order date As per

Eligibility Criteria)

Sl. No	Particulars	Details	
1	Citation Serial Number	e.g. 1 of 5; 2 of 5 etc....	
2	Name of Client (reference able)		
3	Name of Project		
4	Name of the System Integrator for the Assignment		
5	Is the Client a Scheduled Public Sector bank/Scheduled Private sector bank/ Scheduled foreign Banks/Life Insurance Company / General Insurance Company/Other BFSI/Other sector	Name the Exact Sector	
6	Location of the Project		
7	Address of Client		
8	Sr. Official of Client and Official Contact Details (Mobile/ email)		
9	Project Start and End Dates	From :	To:
10	Outcome of the project : Whether completed or ongoing		
11	If ongoing: Which of the assignment have been accomplished? Which are in pipeline and ongoing. (e.g. Setup Completed, Under Implementation etc.)		
12	Brief narrative/description of Project in about 50-100 words		

13	How Assignments is relevant to current project (Similar Nature of Work).	
14	Nature of Workload Information:-	
15	Details of documents attached for this citation (PO/ work orders/ Implementation Certification/ Letter etc.)	

I state that the information stated above in each part of the Annexure EC and its enclosures is true and correct. (Note: -Any wrong or incorrect information or suppression of facts may lead to disqualification.)

Dated at _____ this _____ day of _____ 20

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure-19 **Pre-Bid Queries Template**

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

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

Annexure-20 Declaration by the Bidder

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

Date _____

To,
The Executive Director (IT/DT),
Life Insurance Corporation of India,
Central Office, Information Technology Department,
Jeevan Seva Annexe Building, 3rd Floor, South Wing,
Santacruz (W), S. V. Road, Mumbai - 400054

Dear Sir,

- a. Having examined Request for Proposal including all its Annexures, Appendices "the tender documents" the receipt of which is hereby duly acknowledged, we, the undersigned offer to procure and supply the items/services mentioned in the „Request for Proposal" in conformity with the said RFP Documents and in accordance with the schedule of Prices indicated in the Commercial Bid and made part of this Tender.
- b. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Documents.
- c. We agree to abide by this Tender Offer from date of Tender (Eligibility, Technical and Commercial Bid)/ opening and our offer shall remain binding on us and may be accepted by LIC at any time before expiry of the offer period.
- d. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- e. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- f. We certify that we have provided all the information requested by LIC in the format requested for. We also understand that LIC has the exclusive right to reject this offer in

case LIC is of the opinion that the required information is not provided or is provided in a different format.

- g. The Bidder should certify that the contents provided by the way of hard copy/soft copy are the same.
- h. We agree to submit the hard copy of tenders (Eligibility, Technical and Commercial Bid) dully signed by authorized person, in case it is demanded by LIC.

Dated at _____ this _____ day of _____ 2026

Authorized Signatory

Name:

Phone No. _____

Email _____

Phone _____

(RFP Ref: LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 dated 31/07/2026.)

GENERAL USER GUIDE TO BIDDERS FOR E-PROCUREMENT PROCESS

Note: This document is containing the general instructions to bidders for e-procurement process through www.tenderwizard.com/LIC . Some instructions/steps are given in this document bidders may require to follow at different stages of e-tendering process wherever applicable as per the instructions given in above referred RFP.

CONTACT:

Helpdesk Nos.:

Phone: 080-40482100

Email Id: licetenderhelpdesk@gmail.com

Step 1

Registration Process

URL: www.tenderwizard.com/LIC

- III. Click on **"TenderFreeView"** to see (view and download) all the tender notifications and corrigendum's.
- IV. Click on **"Register Me"** Hyperlink and get your User Id and Password.
 - a. (Certain special chars like ~ ` ' # \$ % & *! () ; \ / ? " : < > + - { } [] are not allowed in the company id or any key attributes).
 - b. Once you fill all the details asked by **"Register Me"** form and obtain your password, contact the Office of LIC to enable your User ID.
 - c. After this, Bidder can key in their User Id and Password and get successful entry in to the application.

STEP 2

Participation

Bidder should login with his USER ID and PASSWORD

- a. After Successful entry into the application click on hyperlink **"UnApplied"**.
- b. By clicking on hyperlink **"UnApplied"** you can see the latest tenders which are floated and other details relevant to tender.
- c. On this screen (**UnApplied**) you will find various gif's on the left hand side. Click on 

“Edit form” gif and see all the documents attached. Please download these documents and go through them.

d. Once you have gone through the entire tender document and you wish to

participate in the tender click on  “Request Tender Form” gif.

e. Now once you have requested for tender documents click on **“In Progress”** stage. You can see the status as **“RECIEVED”**.

f. You will get two excel files **“Technical bid.xls”** and **“Commercial bid.xls”** along with other documents. Firstly, you need to download this document by clicking on hyperlink **“[Click here to Download Empty Document.](#)”** Then Save the file with the same file name

Note:-

1) You should not change the file name of any Excel file.

2) You should only key in the values in blue cells only.

STEP 3

Tender Submission

a. EMD Submission & Form Fee submission: Click on **“[Click here to enter EMD Details](#)”**.

Fill all the fields provided in that sheet and press on **“Submit”** button to submit the EMD details.

b. Click on **“Click here to enter Form Fee Details”**. Fill all the fields provided in that sheet and press on **“Submit”** button to submit the Form Fee details.

c. Open the downloaded Technical & Commercial Bid sheets, Bidder should fill values in blue cells only, provided in these sheets. These can be uploaded by clicking on **“Click here to upload filled File”**.

Reminder:

a. **Technical bid** and **Commercial bid** should be uploaded by using **“[Click here to Upload filled File](#)”**.

b. All other supporting documents could be uploaded using Document Library link available in Left side menu and attached to this tender by clicking **“[Click here to Attach General Documents](#)”** link provided below.

- Please don't change the name of the file as system will not accept any other file name.

Steps for uploading the additional documents (supporting documents) to your account.

1. In the left hand menu click on Document Library, general document page will appear
2. Click on upload new file Button for uploading new document, upload sheet will appear
3. Select the file to be uploaded, enter the description and attachment name.
4. Click on Upload file
5. Repeat step 2 and 3 for uploading new files

To change the description and attachment name for the uploaded file use Update existing file button

Note: This is for altering the description and attachment name only

Attachment of general document to a particular tender

Go to tender Documents screen of that particular tender

- h. Go to [Click here to Attach General Documents](#) –Additional documents can be optionally Uploaded General Document Summary sheet will appear.
- i. In General Document Summary screen select the file you want to attach and make necessary changes for Tender Stage and click Attach file button.
- j. If you need to attach any new files for the tender follow Steps for uploading the Additional documents.

Other details could be scanned and uploaded but ensure that it is smaller in size (i.e. < 1MB for Fast Uploading of Document). (only.doc, .jpg,.gif,.xls, .bmp, .pdf.)

NOTE :

- a. The server time will be displayed at the right hand side of the page please follow this time, and all the actions i.e; (Requesting, Submitting, Opening etc.,) takes place according to this time only.

You will see all the red colored links changing to black color, when you have uploaded.

A) Technical bid

B) Commercial bid or Price bid

C) Form Fee Details

D) EMD Details

Once you fill the above documents only then you will be able to submit the tender by clicking on the “**Submit the Tender Form**” button before the tender closing date and time.

STEP 4

Acknowledgement

Once you submit the tender you will get the submitted token number, submitted date and submitted time. Take the print of that sheet then click on “OK”. Then the status will change to submitted.

STEP 5

OPENING

- After the tender is opened at the stipulated date and time, the award details can be accessed in the OPENED/AWARDED stage.
- To view the opened tenders click on the “Opened/Awarded” link then click on edit form  to view your competitors bid sheets who participated with you and who are not disqualified.

Note:

- b. If you do not get the submitted status and token number, contact tendering authority well in advance. DAE is not responsible for tender's not received or submitted properly. Bidders are requested to undergo training and get their doubts clarified well in advance.
- c. If any queries please contact DAE Office and if required, personal training would be given. Please feel free to contact if you have any clarifications regarding E-Tendering.

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

S.No	RFP Document Reference (s)		Clause (in brief) of RFP requiring clarification(s)	Brief details/Query in reference to the clause
	Section/Clause No	Page Number		

(To be submitted in Excel Sheet as per the above format)

Annexure -21 Proof of Bid Processing Fees Paid

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

Name of the Bidder	
Amount Paid	
Payment Date	
NEFT/RTGS	
UTR Number	
Bank from which payment was made	

Annexure -22 Indicative Commercial Annexure

LIC/CO/IT-DT/EFEAP-NEXT/SOFTWARE-STACK-SUPPORT & MAINTENANCE/26-27/01 Dated: 31/07/2026

Note: The Indicative Commercial Annexure provided below is for reference only. Bidders shall submit their Indicative Commercial Bid in the prescribed Excel format (Annexure-22) uploaded along with the RFP

Support and Maintenance of Software stack for eFeap Next project

Bidder :

Sl. No.	Resource Category	Qty	Unit Rate (Year-1)	Unit Rate (Year-2)	Unit Rate (Year-3)	Unit Rate (Year-4)	Unit Rate (Year-5)	TCO for 5 years	NPV on 5 TCO
			1	0.90909	0.82645	0.75131	0.68301		
1	L2 Support Engineer	12	0	0	0	0	0	0	0
2	Project Manager	1	0	0	0	0	0	0	0
	Grand Total TCO for Five Years							0	0

Signature of
Vendor's
Representative

Date

dd-mm-
yyyy

LIFE INSURANCE CORPORATION OF INDIA
DATA PROCESSING ADDENDUM
FOR VENDORS
TEMPLATE

This space is left intentionally blank

This Data Processing addendum (“**addendum**”) is made on _____ by and between <NAME> and _____ (“**company**”), which shall be deemed to come into effect as of either the date of the last signature below or XX XX, 20XX, whichever occurs earlier (the “**Effective Date**”).
(LIC and the company are sometimes hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”).

WHEREAS:

1. LIC and the company had executed the _____ Agreement dated _____ (“**principal agreement**”).
2. After the execution of the principal agreement, both the parties mutually agreed to capture their understanding with respect to, inter alia, matters concerning Processing of Personal Data related to ‘Data Principals’ (as defined hereinafter).
3. In view of the aforesaid, the parties are now executing this addendum to record the same and to make on and from the ‘Effective Date’ certain amendments (as set out herein) to the principal agreement which shall form part of the principal agreement or other written or electronic agreement between LIC and the company to reflect the Parties’ understanding regarding the matters set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:

1 Definitions and Interpretation

1.1 In this addendum, the capitalised terms listed below shall have the following meanings:

- 1.1.1 “**Company-Collected Data**” means Personal Data processed by the company on behalf of <<Entity Name>>.
- 1.1.2 “**Data Protection Laws and Regulations**” means all applicable laws and regulations relating to privacy or the use or Processing of data relating to natural persons, including **The Digital Personal Data Protection Act, 2023** and the **Digital Personal Data Protection Rules, 2025**
- 1.1.3 “**Data Fiduciary**” means any person who alone or in conjunction with other persons determines the purpose and means of Processing of Personal Data. It is <Entity Name> and includes its affiliates.
- 1.1.4 “**Data Principal**” means the individual to whom the Personal Data relates and where such individual is—
 - (i) A child includes the parents or lawful guardian of such a child.
 - (ii) A person with disability, includes her lawful guardian, acting on her behalf.
- 1.1.5 “**Data Principal Request**” means a request from a Data Principal to exercise the Data Principal’s rights under Data Protection Laws and Regulations in relation to Personal Data, including with respect to:
 - a. Right to access information about Personal Data.
 - b. Right to correction and erasure of Personal Data.
 - c. Right of grievance redressal.
 - d. Right to nominate.
- 1.1.6 “**Data processor**” means any person who processes Personal Data on behalf of a Data Fiduciary and includes a sub-processor. It is <Entity Name> and includes its affiliates.
- 1.1.7 “**Permitted Purpose(s)**” means the receipt and subsequent use of Personal Data:
 - a. As permitted by Data Protection Laws and Regulations.
 - b. As instructed by <<Entity Name>>; and/or
 - c. As specifically set out in the principal agreement or this addendum.
- 1.1.8 “**Personal Data**” means means any data about an individual who is identifiable by or in relation to such data, in a digital format.
- 1.1.9 “**Process**” or “**Processed**” or “**Processing**” in relation to Personal Data, means a wholly or partly automated operation or set of operations performed on digital Personal Data, and includes operations such as collection, recording, organisation, structuring, storage, adaptation, retrieval, use, alignment or combination, indexing, sharing, disclosure by transmission, dissemination or otherwise making available, restriction, erasure or destruction
- 1.1.10 “**Services**” means services, products and/or other activities to be supplied to <<Entity Name>> or carried out by the company pursuant to the principal agreement.

- 1.2 All capitalized terms used in this addendum and not otherwise defined herein, unless the context otherwise requires, have the meanings given to such terms in the principal agreement and the Data Protection Laws and Regulations.

2 Processing of Personal Data

- 2.1 The Parties agree that with regard to the Processing of Personal Data, the company shall be deemed to be the **<Processor/Fiduciary>** and shall be responsible for compliance with all applicable laws, rules, and regulations in connection with its use, including, but not limited to, Data Protection Laws and Regulations.
- 2.2 The company shall treat Personal Data as confidential information. It shall only process Personal Data in accordance with the permitted purposes or as instructed by LIC or in accordance with the conditions laid down in this addendum. The instruction at the time of entering into this addendum by LIC is that the company may only process the Personal Data with the purpose of delivering the Services under the principal agreement.
- 2.3 The company shall seek prior written approval from LIC if it processes Personal Data beyond the scope and purpose mentioned in the Principal Agreement. Upon failure to seek written or denial of an approval by LIC and continuation of processing Personal Data beyond the scope or independently defined purpose of processing, then the company shall solely be treated as Data Fiduciary to the extent it processes Personal Data beyond the purpose.
- 2.4 Annexure 1 to this addendum sets out certain information regarding the processor/fiduciary's Processing of the personal Data. LIC may make reasonable amendments to Annexure 1 by written notice to the company from time to time as LIC considers it necessary to meet those requirements.
- 2.5 The company shall take no unilateral decisions regarding the Processing of the Personal Data for other purposes, including decisions regarding the provision thereof to third parties and the storage duration of the data.
- 2.6 The company shall comply with its obligations under Data Protection Laws and Regulations in respect of the Processing of all Personal Data and as per the Scope defined in the Principal Agreement.
- 2.7 The company's obligations arising under the terms of this addendum apply also to whomsoever processes Personal Data under the **company's instructions.**
- 2.8 The company shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the principal agreement, and to comply with applicable laws in the context of that individual's duties to the company processor/fiduciary, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

3 Security

- 3.1 In Processing the Personal Data, the company shall maintain the appropriate technical and organizational measures to protect Personal Data (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), and to ensure the confidentiality and integrity of such Personal Data.
- 3.2 Company will implement and maintain a standard and appropriate security program comprising adequate security, technical and organizational measures, including encryption, access controls, monitoring, and breach response, to protect against unauthorized, unlawful, or accidental processing, use, erasure, loss, or destruction of, or damage to Personal Data. The Company shall also maintain detailed access and processing logs for all Personal Data for a minimum period of one (1) year after processing, in compliance with applicable law, and ensure such logs are protected against tampering and unauthorized access.
- 3.3 Company will not modify, alter, delete, publish, or disclose any Personal Data to any third party, nor allow any third party to process such Personal Data on company's behalf unless the third party is bound to similar confidentiality and data handling provisions.
- 3.4 Company shall make sure that only its personnel who "need-to-know" will be given access to Personal Data to the extent necessary to perform its obligations. It shall provide adequate training to its staff and ensure that they comply with the obligations under this addendum.

3.5 The company shall provide LIC, promptly on request, with details regarding the measures it has adopted to comply with its obligations under this addendum and under the Data Protection Laws and Regulations.

4 Third party sub-processors

4.1 The company may authorize within the framework of this addendum to engage third parties to process the Personal Data (“sub-processor”), with the prior written approval of LIC

4.2 The company shall in any event ensure that such sub-processors will be obliged to agree in writing to the same duties that are agreed between LIC and the company pursuant to this addendum.

4.3 The company may continue to use those sub-processors already engaged by the company as at

the date of this addendum, subject to the company in each case as soon as practicable meeting the obligations set out in Clause 4.4.

4.4 With respect to each sub-processor, the company shall:

a. Before the sub-processor first processes Personal Data, carry out adequate due diligence to ensure that the sub-processor can provide the level of protection for Personal Data required by the principal agreement.

b. Ensure that the arrangement the company and the sub-processor, is governed by a written contract including terms which offer at least the same level of protection for Personal Data as those set out in this addendum and the applicable laws.

c. Provide for review such copies of the Processing agreement with sub-processor as LIC may request from time to time.

If that arrangement involves a restricted transfer, ensure that the requirements prescribed for transfer outside India are fulfilled, for example compliance should be maintained with respect to the ‘data transfer restriction’ issued by the Government of India.

4.5 The company shall be liable for the acts and omissions of its sub-processors to the same extent the company would be liable if performing the services of each sub-processor directly under the terms of this addendum.

5 Reporting

5.1 In the event of a security leak and/or the leaking of Personal Data, the company shall, to the best of its ability, promptly notify LIC. This duty to report applies irrespective of the impact of the leak. The company will ensure that furnished information is complete, correct, and accurate in all respects and as required by the Digital Personal Data Protection Act, 2023 and the DPDP Rules, 2025.

5.2 The duty to report includes in any event the duty to report the fact that a leak has occurred, including details regarding

(a) a description of the breach, including its nature, extent, timing and location of occurrence and the likely impact

(b) the consequences relevant to a ‘Data Principal’, that are likely to arise from the breach.

(c) the broad facts related to the events, circumstances and reasons leading to the breach.

(d) measures implemented or proposed, if any, to mitigate risk.

(e) any findings regarding the person who caused the breach.

(f) remedial measures taken to prevent recurrence of such breach

The report shall contain sufficient information to allow LIC to meet any obligations to report or inform ‘Data Principal’ and ‘Data Protection Board of India’ of the Personal Data breach under the Data Protection Laws and Regulations.

5.3 Sub-processor shall co-operate with company and take such reasonable commercial steps as are directed by company to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.

6 Other Obligations

6.1 The company shall, to the extent legally permitted, promptly notify LIC if a ‘Data Principal Request’ that relates to Personal Data is received by it.

6.2 The company shall promptly notify the LIC upon receipt of any Data Principal Request and shall not take any action except as expressly instructed in writing by the LIC. The processor shall maintain records of such notifications and instructions for a minimum of one (1) year for compliance purposes.

- 6.3 The company shall provide LIC with full co-operation and assistance in responding to any 'Data Principal Request' by implementing reasonable and appropriate technical and organizational measures for the fulfilment of obligations to respond to a 'Data Principal Request' under Data Protection Laws and Regulations.
- 6.4 The company shall promptly co-operate with LIC and promptly provide such information and assistance as LIC may require, to enable LIC to comply with its obligations under the Data Protection Laws and Regulation.
- 6.5 The company shall after LIC's written request hereof provides documentation substantiating that: (a) the company Data processor/fiduciary complies with its obligations under this addendum and its instruction; and (ii) the company complies with the Data Protection Laws and Regulation in respect of the Processing of the Personal Data.

7 Assessments and audits.

The company shall provide reasonable assistance to LIC with any data protection impact assessments and audits, required in terms of The Digital Personal Data Protection Act, 2023 and Digital Personal Data Protection Rules, 2025.

8 Confidentiality

- 8.1 The company agrees that it shall maintain the Personal Data processed by it on behalf of LIC in confidence.
- 8.2 The company agrees that, save with the prior written consent of LIC, it shall not disclose any Personal Data supplied to the processor/fiduciary by, for, or on behalf of, the LIC to any third party.
- 8.3 The company shall not make any use of any Personal Data supplied to it by LIC otherwise than in connection with the provision of services to LIC.
- 8.4 The company shall ensure that access to Personal Data is restricted to only the employees to whom it is necessary and relevant to process the Personal Data in order for the company to perform its obligations under the principal agreement and this addendum.
- 8.5 The obligations in this clause shall survive the termination of the principal agreement or this addendum.
- 8.6 Nothing in this addendum shall prevent either party from complying with any legal obligation imposed by a regulator or court. Both parties shall, however, where possible, discuss together the appropriate response to any request from a regulator or court for disclosure of information.

9 Deletion or return of company Personal Data

- 9.1 The company shall within [3 days] of the date of cessation of any Services involving the Processing of Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of those Personal Data.
- 9.2 The company shall (a) return a complete copy of all Personal Data by secure file transfer in such format as is notified by LIC to the company; and (b) delete and procure the deletion of all other copies of Personal Data processed by any sub-processor. The company shall comply with any such written request within [15 days] of the Cessation Date.
- 9.3 The company shall ensure that Personal Data is only stored and retained as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose. The same shall be informed to LIC, prior to retaining the data.
- 9.4 The company shall provide written certification to LIC that it has fully complied with this section 9 within [15 days] of the Cessation Date.

10 Restricted Transfers

The parties agree that the data exporter and data importer will comply with all obligations/liabilities/penalties/restrictions casted upon the data exporter and data importer by the data protection laws or any other law of the country.

11 Right to Audit

11.1 To confirm compliance with this addendum, LIC shall be at liberty to conduct an audit of company's policies and practices (either on its own or by assigning an independent third party). Any such audit will follow the company's reasonable security requirements, and compliance with the Data Protection Laws and Regulations.

11.2 The findings in respect of the audit will be discussed and evaluated by the Parties and, where applicable, implemented accordingly by the company.

12 Liability and Indemnity

Company indemnifies LIC and holds them harmless against all claims, actions, penalties third party claims, losses, damages, and expenses incurred by LIC and arising directly or indirectly out of or in connection with a breach of this addendum.

13 Miscellaneous

13.1 This addendum is entered into for the duration set out in the principal agreement and this addendum may not be terminated in the interim.

13.2 Each Party hereto hereby represents that it has the legal and corporate right and full power and authority to enter and deliver this addendum, to perform its obligations hereunder and to consummate its actions and obligations contemplated hereby.

13.3 The terms of this addendum shall on and from the Effective Date be deemed to have been incorporated and be an integral part of the principal agreement.

13.4 The provisions of Clause _____ of the principal agreement (*Jurisdiction and Governing Laws*) shall apply *mutatis mutandis* to this addendum, which are deemed to be incorporated herein for reference.

13.5 The provisions of this addendum shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and affiliates.

13.6 The execution and delivery of this addendum by delivery of a facsimile or electronically recorded copy bearing a copy of the signature of a party shall constitute a valid and binding execution and delivery of this addendum by such party. Such copies shall constitute enforceable original documents.

[Signature page to follow]

ANNEXURE 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Annexure 1 includes certain details of the Processing of Personal Data

subject matter and duration of the Processing of Personal Data

[Include description here]

The nature and purpose of the Processing of Personal Data

[Include description here]

The types of Personal Data to be processed

[Include list of data types here]

The categories of Data Principal to whom the Personal Data relates

[Include categories of Data Principals here]

The obligations and rights of the Parties

The obligations and rights of the Parties are set out in the principal agreement and this addendum.

For transfers to (sub-) processors, also specify list of sub-processors, subject matter, nature, and duration of the Processing

[Include description here]

Technical and Organizational Measures

Organization should consider implementing the below controls as part of Technical and Organizational Measures to protect Personal Data:

S. No	List of technical and organizational measures	Description
1	Logical Access Control	Restricted access controls have been implemented i.e. Only personnel requiring access is provided access to the Personal Data
2	Physical Access Control	Restricted access controls have been implemented where Personal Data is stored in physical files, documents, servers and accessible to personnel
3	Encryption	Encryption is implemented at the database level or at the attribute level depending on the sensitivity of the Personal Data
4	Data Masking (Anonymisation)	Anonymisation is implemented to de-identify the Personal Data and de-link from other related attributes
5	Data Masking (Pseudonymisation)	Pseudonymisation is implemented to de-link the Personal Data from the Data Principal's identity
6	Data Masking (UAT Data)	Data is masked in the UAT environment if Personal Data is stored or copied from production to UAT instance for testing purposes
7	Privilege Access Management	Privilege access management is implemented for privilege user accounts to monitor the access to Personal Data by privileged users
8	Application Security and VAPT	Periodic Application security and Vulnerability assessment and penetration testing is conducted to identify vulnerabilities in the system Processing Personal Data
9	Log Management	in respect of any processing of personal data undertaken by Data Processor, such personal data, associated traffic data and other logs of the processing for a minimum period of one year from the date of such processing, for the purposes as specified in the Seventh Schedule, after which the Data Fiduciary shall cause such personal data and logs to be erased, unless further retention is required for compliance with any other law for the time being in force or notified by the Government.
10	Secure Data Disposal	Personal data that should not be retained for more than the defined retention period or that needs to be disposed off is disposed securely using a tool/technology or a method
11	Audit Trail	Audit trails are enabled for access to applications and database where Personal Data is stored either by personnel or third parties' access to Personal Data
12	IT Infra Disaster Recovery	Availability of the infrastructure storing Personal Data has a DR plan and strategy
13	Secure Backup	Secure backup is maintained of all databases storing Personal Data securely
14	DLP / Endpoint Protection	DLP and Endpoint protection is implemented to detect unauthorized access and transfer of Personal Data
15	SOC/ SIEM	SOC/SIEM monitoring is carried out to detect data breach incidents related to Personal Data
16	Privacy Trainings	All company's employees/staff and especially personnel dealing with Personal Data undergo privacy trainings
17	Certifications	ISO 27001, 27701, SOC 2 certifications

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End of the RFP Document