



GENERAL TERMS AND CONDITIONS

EOI Reference: LIC/CO/ITDT/AICOE/2627/EOI-TSP-DB
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1. DEFINITIONS, INTERPRETATION AND ABBREVIATIONS

1.1 Definitions

- 1.1.1 "LIC" or "Corporation" means Life Insurance Corporation of India established under Section 3 of the Life Insurance Corporation Act, 1956, and includes its successors and permitted assigns.
- 1.1.2 "TSP" means the Technology Service Provider empanelled by LIC under the EOI and, where the context requires, the entity to whom an Assignment, Purchase Order or Work Order is issued.
- 1.1.3 "Assignment" means a specific Database Technical Resource engagement or work requirement issued by LIC to the TSP through a Purchase Order, Work Order, Letter of Award, and Assignment Order, Contract or other written instrument.
- 1.1.4 "Purchase Order" or "PO" and "Work Order" or "WO" mean the written instrument issued by LIC for a specific Assignment, engagement or requirement and, unless the context expressly requires otherwise, the terms shall be interpreted to have the same meaning and may be used interchangeably. Wherever this GTC, the EOI, an Assignment document or any other contractual document refers to a "Purchase Order" or a "Work Order" individually, such reference shall, unless expressly stated otherwise, be deemed to include the other term and may be read as referring to either the Purchase Order, the Work Order, or both, whether issued separately or in conjunction with each other. The applicable instrument(s) shall specify, as relevant, the scope of Services, Resource Category, number of Resources, rates, Deployment Period, deliverables, Service Levels, payment terms and other Assignment-specific conditions. Wherever the expression "Purchase Order", "PO", "Work Order" or "WO" is used in these GTC, the EOI, an Assignment document or any related contractual communication, the same shall, unless the context expressly indicates otherwise, be construed as including a reference to the other corresponding instrument. A Purchase Order and a Work Order may be issued separately or together, and where issued together, they shall be read and construed in conjunction with each other as forming part of the contractual documentation for the relevant Assignment.
- 1.1.5 "Contract", "Agreement" or "Master Services Agreement (MSA)" means the written contractual arrangement entered into between LIC and the TSP governing the provision of Services under the empanelment/engagement framework and, where applicable, includes all schedules, annexures, statements of work and other documents expressly incorporated into such arrangement. Wherever the expressions "Contract", "Agreement", "Master Services Agreement", "MSA", "Purchase Order", "PO", "Work Order" or "WO" are used in these GTC or any related contractual document, the reference shall be construed with reference to the contractual arrangement applicable to the relevant Assignment. A reference to one such instrument shall not, by itself, exclude or invalidate the applicability of the other contractual instruments forming part of the same engagement. Where more than one contractual instrument has been issued or executed for an Assignment, such instruments shall be read together and, in the event of any inconsistency, the order of precedence specified in these GTC or in the relevant contractual document shall apply.
- 1.1.6 "Resource" or "Deployed Resource" means a Database technical professional engaged or deployed by the TSP for performing the Services under an Assignment.

- 1.1.7 “Named Resource” means an individual Resource specifically identified by the TSP for a particular Assignment and whose qualifications, experience, employment status, skill level and other prescribed particulars have been submitted to LIC.
- 1.1.8 “Tier I Resource” means a Named Resource who, at the time proposed for deployment against the relevant Assignment, is a direct employee of the TSP, is on the TSP’s regular payroll, satisfies the prescribed requirements and is available for deployment within the timeframe specified by LIC.
- 1.1.9 “Tier II Resource” means a Resource proposed by the TSP who satisfies the prescribed qualification, experience and skill requirements but is not a direct employee of the TSP on its regular payroll at the time of being proposed for deployment.
- 1.1.10 “Resource Level” or “Resource Category” means L1, L2, or L3 Database resource categories prescribed by LIC.
- 1.1.11 “L1” means Junior Database Engineer.
- 1.1.12 “L2” means Senior Database Engineer.
- 1.1.13 “L3” means Lead Database Engineer / Database Lead.
- 1.1.14 “Standardized Rate” means the finalized monthly rate applicable to the relevant Resource Category as determined by LIC under the EOI and applicable to the relevant Assignment.
- 1.1.15 “LDR” or “Lowest Discovered Rate” means the lowest valid rate discovered during the commercial evaluation for a particular Resource Category under the EOI. LDR shall not be construed as referring to Resource Level L1.
- 1.1.16 “Services” means the Database Technical Services and related activities to be performed by the TSP and its Resources under the relevant Assignment.
- 1.1.17 “Database Technical Services” means services including Database Administration, Database Development, Production Support, Performance Monitoring and Tuning, Backup and Recovery, Migration and Upgrade, High Availability and Disaster Recovery, Database Security and Auditing, Database Monitoring, Architecture, Design, Capacity Planning, and other substantially similar Database-related technical services.
- 1.1.18 “Deployment Period” means the period for which a Resource is authorized and deployed under the relevant Assignment, commencing from the date specified by LIC and ending on the date specified in the PO/WO or as otherwise communicated in writing.
- 1.1.19 “Working Day” means a day on which LIC is ordinarily scheduled to function, excluding LIC-declared holidays, subject to any Assignment-specific working arrangements notified by LIC.

- 1.1.20 “Working Hours” means the normal working hours applicable to the relevant LIC location/Assignment, subject to the specific deployment requirements notified by LIC.
- 1.1.21 “Timesheet” means the duly maintained record of the attendance, hours worked and activities performed by a Deployed Resource during the relevant billing period, in the format prescribed or approved by LIC.
- 1.1.22 “Man-Day Rate” means the applicable daily rate derived from the approved monthly Resource rate in accordance with the number of Working Days of LIC in the relevant month, as specified under the applicable billing provisions.
- 1.1.23 “SLA” or “Service Level Agreement” means the service levels, response/resolution timelines, deployment timelines, deliverables, milestones and related measurable requirements specified by LIC for the relevant Assignment.
- 1.1.24 “Performance Security” or “PBG” means the performance security, including a Performance Bank Guarantee where prescribed, required to be furnished by the TSP for a specific Assignment in accordance with the applicable procurement/contractual provisions.
- 1.1.25 “LIC Data” means all data, records, information and materials belonging to, generated by, entrusted to or controlled by LIC, including database contents, schemas, metadata, logs, configurations, credentials and information relating to LIC’s systems and operations.
- 1.1.26 “Personal Data” means personal data processed by or on behalf of LIC in connection with the Services or otherwise accessible to the TSP or its Resources in the course of the Assignment.
- 1.1.27 “Confidential Information” means all non-public information relating to LIC, its policyholders, customers, employees, systems, technology, databases, operations, security arrangements, business affairs or the Assignment, whether disclosed in oral, written, electronic, visual or any other form.
- 1.1.28 “Security Incident” means any actual or reasonably suspected event that compromises, or may compromise, the confidentiality, integrity or availability of LIC Data, Personal Data, LIC systems, applications, infrastructure, credentials or information-security controls, including unauthorized access, disclosure, alteration, destruction, loss, misuse, malware infection or other security compromise.
- 1.1.29 “Applicable Law” means all applicable Indian laws, statutes, rules, regulations, notifications, circulars, directions, orders, guidelines and binding regulatory requirements applicable to LIC, the TSP, the Resources or the Services.
- 1.1.30 “Competent Authority” means the authority designated or authorized by LIC under its prevailing delegation of powers, procurement policy or internal approval mechanism.
- 1.1.31 “Assignment Value” means the total contractual value of the relevant Assignment/PO/WO, excluding GST, unless the relevant Assignment expressly provides otherwise.

- 1.1.32 “Assignment Documents” means the PO/WO, Scope of Work, SLA, approved resource profiles, deployment schedule, rate card and any other document expressly incorporated into the Assignment.
- 1.1.33 “Personnel” means the TSP’s employees, Tier I Resources, Tier II Resources, officers, agents, consultants, approved third parties and other persons engaged or authorized by the TSP in connection with the Services.

1.2 Interpretation

- 1.2.1 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa.
- 1.2.2 References to any gender shall include all genders.
- 1.2.3 References to any statute, Act, rule, regulation, notification, circular, guideline, order or direction shall include amendments, modifications, re-enactments and subordinate legislation made thereunder from time to time.
- 1.2.4 Headings and titles are for convenience only and shall not affect the interpretation of the GTC or the Contract.
- 1.2.5 The word “including” or “includes” shall be construed without limitation unless expressly stated otherwise.
- 1.2.6 Where a term is specifically defined for a particular clause or Assignment, that specific definition shall prevail for the purposes of that clause or Assignment to the extent of any inconsistency.
- 1.2.7 Any reference to a day shall, unless otherwise specified, mean a calendar day. Where a period is stated in Working Days, the calculation shall exclude non-working days as applicable.
- 1.2.8 Where a term or expression is expressly defined for a particular provision or Assignment, that specific definition shall prevail for that provision or Assignment to the extent of any inconsistency.
- 1.2.9 References to “written” or “in writing” include signed or electronically authenticated communications accepted by LIC, unless otherwise specified.

1.3 Abbreviations

Abbreviation	Meaning
LIC	Life Insurance Corporation of India
TSP	Technology Service Provider
EOI	Expression of Interest
PO	Purchase Order
WO	Work Order
DB	Database
T&M	Time and Material
SLA	Service Level Agreement
PBG	Performance Bank Guarantee

Abbreviation	Meaning
LDR	Lowest Discovered Rate
IPR	Intellectual Property Rights
GST	Goods and Services Tax
IRP	Invoice Registration Portal
IRN	Invoice Reference Number
MFA	Multi-Factor Authentication
PAM	Privileged Access Management
HA	High Availability
DR	Disaster Recovery
RAC	Real Application Clusters
SME	Subject Matter Expert
RBI	Reserve Bank of India
IRDAI	Insurance Regulatory and Development Authority of India
GFR	General Financial Rules
CVC	Central Vigilance Commission
PF	Provident Fund
ESI	Employees' State Insurance

2. Document Status and Applicability

- 2.1 These General Terms and Conditions ("GTC") are issued as an integral companion document to the EOI referenced above for empanelment of Technology Service Providers ("TSPs") for providing Database Technical Resources to Life Insurance Corporation of India ("LIC").
- 2.2 The GTC apply to assignments, work orders, purchase orders and other engagement documents issued by LIC to an empanelled TSP after empanelment. They shall apply only to the extent relevant to the particular engagement.
- 2.3 The eligibility criteria, technical evaluation framework, commercial evaluation methodology, resource skill-level classification, empanelment period, standardized rates, Two-Tier Priority Structure and other empanelment conditions are governed by Parts 2 to 5 of the EOI and are not repeated in these GTC.
- 2.4 For each Assignment, LIC may issue an assignment-specific document specifying scope, resource categories and quantities, deployment period, deployment model, location, deliverables, service levels, billing basis, reporting requirements, acceptance criteria and other applicable requirements.
- 2.5 Where an Assignment-specific provision expressly varies an assignment-stage provision of these GTC, the Assignment-specific provision shall apply for that Assignment. Parts 2 to 5 of the EOI shall continue to govern empanelment matters.
- 2.6 The defined terms used in these GTC shall have the meanings assigned to them in Section 1, unless the context otherwise requires.

3. Assignment Initiation and Administration

- 3.1 A Department/Section of LIC requiring Database Technical Resources shall obtain the approval of the Competent Authority for the number and categories of resources, deployment period, estimated expenditure, justification and other particulars required for the Assignment.
- 3.2 The Assignment may be undertaken on a Time & Material ("T&M") basis and/or an Outcome/Deliverable-based basis, as specified in the Assignment-specific document.
- 3.3 Deployment shall be subject to availability of suitable resources, compliance with the applicable resource category requirements, successful evaluation/interview where prescribed, verification of credentials, approval by LIC and completion of contractual formalities.
- 3.4 Empanelment does not create any guarantee of assignment, minimum business, deployment volume or continuity. LIC may procure similar services through another procurement method where permitted by its prevailing procurement policy.
- 3.5 The TSP shall comply with the scope, timelines, reporting requirements and reasonable written directions issued by LIC in relation to the Assignment.

4. General Obligations of the TSP

- 4.1 The TSP shall perform the Services with due skill, care, diligence and professional competence and in accordance with generally accepted industry practices, Applicable Law, LIC policies notified to the TSP and the requirements of the Assignment.
- 4.2 The TSP shall remain solely responsible and accountable for the performance, conduct, discipline, suitability and compliance of all Personnel deployed under the Assignment.
- 4.3 The TSP shall not represent that it has authority to bind LIC, incur liabilities on behalf of LIC, or make commitments to any third party in LIC's name without prior written authority from LIC.
- 4.4 The TSP shall promptly notify LIC of any material change in its constitution, ownership, control, financial standing, legal status or circumstances which may materially affect performance of the Assignment.
- 4.5 The TSP shall maintain adequate internal supervision, escalation and management arrangements and shall provide mentoring, knowledge support and operational support necessary for effective performance of the Services.

5. Resource Deployment, Approval, Replacement and Exit

- 5.1 The TSP shall exercise due diligence in selecting, engaging and retaining Personnel and shall ensure that every proposed resource has an established identity, integrity, requisite qualification, relevant experience and appropriate technical competence commensurate with the proposed resource category.
- 5.2 The TSP shall ensure that each resource proposed for deployment has been subjected to appropriate background verification before engagement and that documentary evidence of such verification can be produced to LIC where reasonably required.

- 5.3 Every new resource proposed for an Assignment shall be submitted for CV/profile screening and, where required by LIC, technical interview or competency assessment. No resource shall commence deployment without approval from the competent authority / designated authority of LIC, wherever such approval is prescribed.
- 5.4 The TSP shall not substitute, replace or alter an approved resource without prior written approval of LIC, except in unavoidable circumstances such as resignation, serious illness or other circumstances beyond the TSP's reasonable control. In such cases, the TSP shall notify LIC without delay and shall propose a suitable replacement of equal or higher qualification and experience, subject to LIC approval.
- 5.5 If the performance of a deployed resource is found to be unsatisfactory or detrimental to the interests of LIC, as reasonably determined by LIC, the TSP shall replace the resource with a suitably qualified and experienced individual within the time stipulated by LIC. If the TSP fails to do so, LIC may require removal of the resource, treat the failure as a contractual breach, apply applicable service-level deductions and/or exercise termination rights in accordance with these GTC and the Assignment.
- 5.6 All costs, delays and operational impacts attributable to an unauthorized or deficient resource replacement shall be borne by the TSP and shall not create any additional financial liability for LIC, except to the extent expressly approved in writing by LIC.
- 5.7 The employment-status classification of a Named Resource as Tier I or Tier II shall be governed by Part 5 of the EOI. Nothing in these GTC shall alter the Two-Tier Priority Structure or the eligibility conditions stated in the EOI.
- 5.8 During a notice period, the deployed resource shall continue to perform assigned duties unless LIC directs otherwise. The TSP shall ensure orderly transition and handover of work, documents, credentials, access rights, technical knowledge, pending activities and relevant records to LIC or to a replacement resource identified or approved by LIC.
- 5.9 Upon cessation of deployment, the TSP shall ensure timely return of LIC assets and immediate withdrawal/revocation of access credentials of the departing resource in accordance with LIC's security requirements.

6. Employer-Employee Relationship and Resource Cost Liability

- 6.1 All Personnel deployed by the TSP shall remain the employees, consultants, contractors or other personnel of the TSP or of the Tier-II arrangement, as applicable, and no employer-employee relationship shall arise between LIC and such Personnel by reason only of their deployment on LIC Assignments.
- 6.2 LIC shall have no direct or indirect obligation towards salary, wages, allowances, bonus, gratuity, provident fund, social-security contributions, insurance, leave, reimbursement, severance, retrenchment/termination compensation or any other statutory or non-statutory dues or benefits of Personnel engaged or deployed by the TSP.
- 6.3 The TSP shall be solely responsible for compliance with Applicable Law relating to its Personnel, including, as applicable, the Code on Wages, 2019, the Industrial Relations Code, 2020, the Code on Social Security, 2020, the Occupational Safety, Health and Working Conditions Code, 2020, applicable State laws and all rules, notifications and regulations made thereunder or replacing the same. The

four Labour Codes were brought into force with effect from 21 November 2025; the TSP shall comply with the provisions applicable to it from time to time.

- 6.4 The TSP shall keep LIC indemnified against claims, demands, proceedings, liabilities or costs arising from the TSP's failure to discharge its obligations towards its Personnel or to comply with applicable labour, employment, social-security or statutory requirements, to the extent attributable to the TSP.
- 6.5 No right to employment, absorption, regularization, continuity of service or any other employment benefit with LIC shall arise in favour of Personnel by virtue of deployment on LIC Assignments or access to LIC premises/systems.
- 6.6 Provision of paid leave, holidays and similar benefits shall be governed by the TSP's internal policies and Applicable Law and shall not create any separate financial liability for LIC. Approved non-attendance shall not be billed to LIC unless the Assignment expressly provides otherwise.
- 6.7 This Section 6 shall survive termination or expiry of the relevant Assignment to the extent necessary to give effect to the obligations and claims arising from the period of deployment.

7. Deployment Model, Working Hours, Attendance and Timesheets

- 7.1 The deployment model shall be onsite, remote, hybrid or such other arrangement as may be specified or mutually agreed in writing for the relevant Assignment, subject to LIC's security and access requirements.
- 7.2 For resources deployed on a standard working schedule, the normal working requirement shall be a minimum of eight (8) working hours per working day on the official working days applicable to LIC, ordinarily Monday to Friday, unless a shift, roster, 24x7 support model or other schedule is specified in the Assignment.
- 7.3 Where reasonably required for critical incidents, emergency support, maintenance windows or other urgent operational needs, Personnel shall remain available beyond regular working hours, including weekends and public holidays, in accordance with the Assignment. Any employment-law compliance or overtime/shift obligation relating to such Personnel shall remain the responsibility of the TSP. No additional amount shall be payable by LIC unless expressly approved in writing in the Assignment.
- 7.4 Each deployed resource shall maintain a duly updated timesheet capturing the date, hours worked and principal activities performed. The TSP shall submit the timesheet in the format and frequency specified by LIC.
- 7.5 For T&M billing, only hours / days duly supported by timesheets and verified/approved by the designated LIC official shall be eligible for billing. Absence on a working day, other than an LIC-declared official holiday or an otherwise approved absence, shall not be admissible for billing.
- 7.6 Unless otherwise specified in the Assignment, the applicable man-day rate for a resource category shall be derived from the finalized monthly rate for that category by dividing the monthly rate by the actual number of working days of LIC in the relevant month of engagement. The applicable amount for partial-month deployment shall be calculated on the basis of actual eligible days / hours, as prescribed in the Assignment.

- 7.7 Any applicable deduction arising from non-attendance, approved absence not chargeable to LIC, short deployment or other non-billable time shall be calculated on a pro-rata basis using the applicable monthly/man-day rate.
- 7.8 The TSP shall manage its Personnel's leave, holidays and internal benefits without passing the corresponding employment cost to LIC, except where a specific Assignment expressly provides otherwise.

8. Payment, Invoicing, Taxes and GST Compliance

- 8.1 For T&M Assignments, payment shall ordinarily be made monthly in arrears against actual eligible deployment supported by approved timesheets and such reports as the Assignment requires. For Outcome/Deliverable-based Assignments, payment shall be linked to the relevant deliverable or milestone acceptance specified in the Assignment.
- 8.2 No advance payment shall be made unless expressly authorized in the Assignment and permitted under applicable LIC procurement policy.
- 8.3 The finalized resource-category-wise rates shall be inclusive of all costs, overheads, margins, statutory obligations and other expenses of the TSP, except applicable GST, which shall be payable separately in accordance with Applicable Law.
- 8.4 All invoices submitted to LIC shall comply with the GST laws in force. Where e-invoicing is applicable, the TSP shall generate and upload the invoice through the designated Invoice Registration Portal (IRP) and obtain a valid Invoice Reference Number (IRN) and digitally signed QR code. A GST invoice that is invalid or non-compliant under Applicable Law may be rejected or returned for correction before payment processing.
- 8.5 LIC may deduct applicable TDS, penalties, service-level deductions, recoveries or other amounts lawfully recoverable from payments due to the TSP, without prejudice to LIC's other contractual remedies.
- 8.6 Subject to receipt of a valid and duly compliant invoice and required supporting documents, LIC shall ordinarily process payment within thirty (30) days or such other period as may be specified in the Assignment, subject to applicable law and LIC procedures.
- 8.7 Any discrepancy in invoice particulars, GST data, supporting documents, timesheets or acceptance records may result in return or deferment of the affected invoice until rectified; such administrative delay attributable to the TSP shall not create a payment obligation on LIC for the unrectified period.

9. Intellectual Property Rights

- 9.1 Each party shall retain ownership of its pre-existing intellectual property, tools, methodologies, templates, know-how and materials ("Pre-existing IPR").
- 9.2 Subject to payment for the relevant Services, all deliverables, reports, documentation, configurations, scripts, database design artefacts, technical specifications, knowledge assets and other materials

specifically created for LIC under an Assignment (“Assignment Deliverables”) shall vest in LIC to the extent legally permissible, unless the Assignment expressly provides otherwise.

9.3 To the extent any TSP Pre-existing IPR is embedded in or necessary for the use of an Assignment Deliverable, the TSP shall grant LIC a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, non-exclusive license to use, reproduce, modify and maintain such Pre-existing IPR solely for LIC’s internal business and operational purposes.

9.4 The TSP shall obtain and maintain all permissions and licenses required for third-party materials used in the Services and shall not knowingly introduce infringing material into LIC’s environment.

9.5 The TSP shall promptly notify LIC of any actual or threatened third-party claim alleging infringement arising from the TSP’s materials or Services and shall, at its cost, take appropriate steps to defend, replace, modify or otherwise remedy the affected material without adversely affecting LIC’s operations.

10. Confidentiality and Protection of Information

10.1 All non-public information relating to LIC, its policyholders, customers, employees, systems, infrastructure, applications, databases, security controls, architecture, credentials, business processes, financial information and technical environments disclosed to or accessed by the TSP shall be treated as Confidential Information.

10.2 The TSP shall use Confidential Information solely for performance of the relevant Assignment and shall disclose it only to Personnel who have a legitimate need to know and who are bound by confidentiality obligations no less protective than those contained herein.

10.3 The TSP shall not disclose, copy, publish, sell, license, transmit or otherwise make Confidential Information available to any third party without LIC’s prior written approval, except where disclosure is legally required, in which event the TSP shall notify LIC to the extent legally permissible and cooperate with LIC.

10.4 Confidentiality obligations shall not apply to information which is demonstrably in the public domain without breach, was lawfully known to the TSP without a confidentiality obligation, is independently developed without use of LIC Confidential Information, or is lawfully obtained from a third party without restriction.

10.5 Confidentiality obligations shall survive termination or expiry of the Assignment for so long as the information remains confidential or protected under Applicable Law, whichever is longer.

10.6 The TSP shall not use LIC’s name, logo, trademarks or the existence or details of an Assignment for publicity, marketing, case studies or references without LIC’s prior written consent.

11. Information Security and Database Security

11.1 The TSP shall comply with LIC’s information-security requirements and security policies notified to it, Applicable Law, and applicable regulatory requirements, including the IRDAI Information and

Cyber Security Guidelines, 2023, to the extent applicable to the Services and LIC's regulated environment.

- 11.2 Access to LIC systems, databases and environments shall follow least-privilege, need-to-know and role-based access principles. Privileged access shall be restricted to authorized Personnel and shall be granted, monitored and revoked in accordance with LIC procedures.
- 11.3 Personnel shall use individually attributable user IDs and credentials. Shared credentials, credential sharing, use of another person's privileged account and unauthorized credential storage are prohibited. Multi-factor authentication and Privileged Access Management ("PAM") controls shall be used where required by LIC or technically supported by the relevant environment.
- 11.4 The TSP shall not disable, bypass or interfere with LIC's audit logs, monitoring, security controls, database activity monitoring, endpoint controls, network controls or other protective mechanisms without written authorization.
- 11.5 Production data, database dumps, extracts, backups, logs or other LIC Data shall not be copied to TSP-controlled systems, personal devices, personal email, consumer cloud storage, removable media, public repositories or unauthorized third-party environments. Where a copy is specifically approved, the TSP shall apply the security, encryption and retention conditions specified by LIC.
- 11.6 Test or development environments shall use masked, synthetic or otherwise appropriately protected data wherever feasible. Production data shall not be used for testing or development except with specific written approval from LIC and subject to prescribed safeguards.
- 11.7 Remote access shall be through LIC-approved mechanisms and only from authorized devices, networks and locations. The TSP shall ensure that Personnel comply with endpoint, VPN, MFA, monitoring and device-security controls prescribed by LIC.
- 11.8 The TSP shall maintain secure configuration, change management, backup/recovery, vulnerability management and patch-management practices relevant to the database technologies covered by the Assignment and shall promptly address security findings communicated by LIC.
- 11.9 The TSP shall not input, upload, submit, transmit or otherwise expose LIC Data, Personal Data, credentials, database schemas, configurations, logs, source code, security information or Confidential Information to any public, consumer or external Generative AI, Large Language Model, AI/ML or similar service without LIC's prior written approval and such technical safeguards as LIC may require.
- 11.10 The TSP shall maintain appropriate personnel-security controls, including identity verification, background verification, confidentiality undertakings, access revocation upon exit, and prompt notification of any material employment-status change affecting privileged access.

12. Security Incident and Data Breach Management

- 12.1 The TSP shall notify LIC without undue delay and, in any event, within two (2) hours of becoming aware of any actual or suspected information-security incident, cyber incident, unauthorized

access, credential compromise, malware event, data loss, data leakage or Personal Data breach affecting LIC Data or LIC systems ("Security Incident").

- 12.2 The initial notification shall, to the extent known, include the nature of the incident, systems/data affected, time of detection, containment status, known or suspected cause and immediate actions taken. The TSP shall provide periodic updates as reasonably required by LIC.
- 12.3 The TSP shall immediately take reasonable containment and remediation measures, preserve relevant evidence and logs, cooperate with forensic review, support investigation, provide root-cause analysis and implement corrective and preventive actions as directed by LIC.
- 12.4 Unless required by law or expressly authorized by LIC, the TSP shall not notify the media, customers, regulators or other third parties of a Security Incident relating to LIC. Where a regulatory or statutory notification is legally required from the TSP, it shall coordinate with LIC to the extent permitted by law.
- 12.5 The TSP shall bear the costs attributable to its own breach, negligence, wilful misconduct or failure to comply with its security obligations, subject to the liability provisions in Section 18.

13. Privacy and Personal Data Protection

- 13.1 Where the TSP processes Personal Data on behalf of LIC, the TSP shall act only on LIC's documented instructions and shall process such Personal Data only to the extent necessary for performance of the Assignment or as required by law.
- 13.2 The TSP shall comply with Applicable Law relating to Personal Data, including the Digital Personal Data Protection Act, 2023 and the Digital Personal Data Protection Rules, 2025, to the extent in force and applicable to the relevant processing activity, as well as any other applicable privacy or sectoral requirements.
- 13.3 The TSP shall implement appropriate technical and organizational measures for protection of Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, taking into account the nature of the data and the risks associated with the processing.
- 13.4 Personal Data shall not be transferred, stored, accessed or processed outside India without LIC's prior written approval, except where such transfer is expressly permitted or required under Applicable Law and authorized by LIC.
- 13.5 The TSP shall promptly assist LIC in responding to legally valid requests, complaints, investigations, data-subject requests, regulatory requirements and other obligations relating to Personal Data processed for LIC, to the extent relevant to the TSP.
- 13.6 The TSP shall not appoint a sub-processor or third party to process LIC Personal Data without LIC's prior written approval and shall remain responsible for acts and omissions of any approved sub-processor to the extent attributable to the TSP.

- 13.7 At the end of the Assignment, or earlier on LIC's written request subject to Applicable Law, the TSP shall return, securely delete or destroy Personal Data and other LIC Data in its possession or control and shall provide a written confirmation of completion, except to the extent retention is required by law or expressly authorized by LIC.

14. Audit, Records and Verification

- 14.1 The TSP shall maintain accurate records relating to Personnel deployment, timesheets, invoices, approvals, security controls, access, incidents, training, subcontractor/Tier-II records and other Assignment-related matters for the period required by the Assignment or Applicable Law.
- 14.2 LIC, its internal auditors, statutory/regulatory authorities and duly authorized representatives may audit or inspect relevant records, controls and evidence reasonably necessary to verify compliance with the Assignment, subject to reasonable security and confidentiality requirements.
- 14.3 The TSP shall cooperate with LIC in regulatory inspections, supervisory reviews, audits, investigations and information requests relating to the Services and shall promptly provide documents and explanations reasonably required for such purposes.

15. Conflict of Interest, Ethics and Compliance

- 15.1 The TSP shall perform the Services objectively and professionally and shall avoid situations in which its interests or other assignments materially conflict with its obligations to LIC.
- 15.2 The TSP shall promptly disclose to LIC any actual, potential or perceived conflict of interest relating to the Assignment and shall follow LIC's directions for mitigation or resolution.
- 15.3 The TSP, its Personnel and any approved third party shall comply with the applicable Integrity Pact, anti-bribery and anti-corruption requirements, and shall not canvass, collude, offer improper inducements or engage in fraudulent or prohibited practices.
- 15.4 The TSP shall not use the Assignment to obtain or solicit future business from LIC personnel or any third party in a manner that creates a conflict with LIC's interests.

16. Service Levels, Deductions, Liquidated Damages and Penalties

- 16.1 The service levels, response/resolution timelines, deployment timelines and measurable performance requirements for an Assignment shall be specified in the relevant Assignment / Work Order / SLA, as applicable. No service-level deduction shall be imposed unless the corresponding service level or measurable obligation has been specified for the Assignment.
- 16.2 For an unjustified delay in deployment of an approved resource under a T&M Assignment, LIC may levy liquidated damages / service-level deduction at the rate specified in the Assignment; unless otherwise specified, the rate may be one per cent (1%) of the relevant Assignment / Work Order value for each week of delay, calculated pro rata for part-weeks.

- 16.3 For other measurable SLA failures, the applicable deduction shall be the amount or formula stated in the Assignment. The deductions shall be proportionate to the relevant service failure and based on objectively ascertainable events or records.
- 16.4 The aggregate service-level deductions / liquidated damages under Section 16 in respect of an Assignment shall not exceed ten per cent (10%) of the total Assignment / Work Order value. The Assignment may prescribe a lower cap, but no higher cap shall apply unless the relevant procurement approval expressly permits such deviation.
- 16.5 Before imposing a service-level deduction for a remediable non-critical failure, LIC may provide the TSP with notice and a reasonable opportunity to cure. No cure period shall be required where the failure concerns fraud, wilful misconduct, a critical security issue, unauthorized access, abandonment or any matter requiring immediate protective action.
- 16.6 The same event shall not be subject to duplicate service-level deductions under multiple heads. Recovery for independently occurring breaches shall remain permissible. Service-level deductions shall be without prejudice to termination, replacement, recovery of direct loss, invocation of Performance Security or other remedies separately available under the Assignment and Applicable Law, subject to avoidance of double recovery for the same loss.

17. Performance Security / Performance Bank Guarantee

- 17.1 Where Performance Security / Performance Bank Guarantee ("PBG") is prescribed for a specific Assignment, the TSP shall furnish it in the amount, form and within the period specified in the Assignment. Unless otherwise specified in the Assignment in accordance with applicable LIC procurement policy, the amount shall be three per cent (3%) of the total Assignment / Work Order value.
- 17.2 The PBG shall ordinarily be furnished within fifteen (15) days of the Notification of Award / Work Order and shall remain valid for at least thirty (30) days beyond completion of all contractual obligations, or for such other validity as may be specified in the Assignment.
- 17.3 Failure to furnish or maintain the prescribed PBG shall constitute a breach and may entitle LIC to take such action as is provided in the Assignment, including withholding payment, cancellation/termination of the Assignment or other contractual remedies permitted by Applicable Law.
- 17.4 The PBG is separate from Bid Security / Bid Securing Declaration. No Bid Security / Bid Securing Declaration is required at the EOI stage unless specifically prescribed by LIC for a subsequent procurement requirement.

18. Indemnity and Limitation of Liability

- 18.1 Except as otherwise provided in these GTC, the aggregate liability of the TSP arising out of or in connection with an Assignment, whether in contract, tort, statute or otherwise, shall not exceed the total fees payable under the relevant Assignment / Work Order.
- 18.2 For breach of confidentiality, information security, data-protection or database-security obligations, the aggregate liability of the TSP shall be subject to an enhanced cap of two (2) times the total fees payable under the relevant Assignment / Work Order.
- 18.3 The TSP shall indemnify and hold LIC harmless, to the extent directly attributable to the TSP's breach, negligence, wilful misconduct or failure to comply with these GTC or the Assignment, against direct losses, reasonable costs and expenses, third-party claims and liabilities, and regulatory amounts that are legally recoverable from the TSP in consequence of such breach.
- 18.4 The liability caps in Sections 18.1 and 18.2 shall not apply to fraud, wilful misconduct, deliberate unauthorised access to or misuse/disclosure of LIC Data or Personal Data, or infringement of third-party intellectual property rights by the TSP or its Personnel.
- 18.5 Nothing in these GTC shall limit LIC's statutory or regulatory responsibilities, or require the TSP to assume a statutory role or liability that Applicable Law assigns exclusively to LIC. The contractual allocation of financial responsibility shall apply to the extent legally permissible.
- 18.6 Sections 18.2 to 18.4 shall apply to acts and omissions of the TSP's Personnel, approved third parties and Tier-II resources to the extent such acts or omissions are attributable to the TSP.

19. Force Majeure

- 19.1 Neither party shall be liable for failure or delay in performing an obligation to the extent such failure is directly caused by an event beyond the affected party's reasonable control and not reasonably avoidable, including natural disasters, war, civil disturbance, acts of government, epidemic/pandemic restrictions or interruption of critical public infrastructure ("Force Majeure Event").
- 19.2 Lack of funds, ordinary business risk, shortage of Personnel, attrition, failure of the TSP's subcontractor/third party, or failure to maintain adequate business continuity arrangements shall not by themselves constitute a Force Majeure Event for the TSP.
- 19.3 The affected party shall notify the other party as soon as reasonably practicable, describe the impact, take reasonable mitigation measures and resume performance promptly when the event ceases.
- 19.4 If a Force Majeure Event continues for a prolonged period and materially frustrates the Assignment, LIC may terminate or reduce the affected scope on written notice, subject to payment for eligible Services actually performed up to the effective date.

20. Suspension, Termination and Exit Management

- 20.1 LIC may terminate an Assignment for convenience by written notice for the period specified in the Assignment; where no period is specified, LIC may ordinarily provide thirty (30) days' notice, unless immediate termination is justified under Section 20.3.
- 20.2 LIC shall ordinarily pay for eligible Services actually performed and accepted up to the effective date of termination, after adjustment of lawful deductions and recoveries. No compensation for loss of future profits or unperformed Services shall be payable unless expressly agreed.
- 20.3 LIC may terminate an Assignment, in whole or in part, for material breach including persistent or serious SLA failure, unauthorized substitution, material misrepresentation, security breach, confidentiality breach, insolvency, abandonment, fraud, corruption, wilful misconduct or failure to maintain required Performance Security, subject to Applicable Law and the Assignment.
- 20.4 Upon termination or expiry, the TSP shall immediately cease activities identified by LIC, return LIC property, transfer current work status and documentation, hand over credentials/access information as directed, support orderly transition and cooperate in migration to LIC or another service provider.
- 20.5 LIC may retain or withhold such amounts as are lawfully recoverable pending completion of reconciliation, subject to the contract and Applicable Law.
- 20.6 Confidentiality, data protection, intellectual property, audit, indemnity, liability, payment reconciliation and other provisions which by their nature are intended to survive shall survive termination or expiry.

21. Subcontracting, Assignment and Third-Party Engagement

- 21.1 The TSP shall not assign, novate or subcontract its contractual obligations in whole or in part without LIC's prior written approval, except that the sourcing of a Tier-II resource in accordance with Part 5 of the EOI shall be permitted and shall not, by itself, constitute unauthorized subcontracting.
- 21.2 Any approved third party or Tier-II arrangement shall remain under the TSP's control and responsibility. The TSP shall ensure that such party is bound by confidentiality, security, data-protection, audit and other obligations no less protective than those applicable to the TSP.
- 21.3 Where LIC requires prior approval for a sub-processor, technology service, cloud service or third party having access to LIC Data or Personal Data, the TSP shall obtain such approval before granting access.

22. Dispute Resolution and Governing Law

- 22.1 The parties shall endeavour to resolve disputes through good-faith discussions between their authorized representatives before commencing formal proceedings. Operational or billing disputes shall first be escalated through the contract management channels specified in the Assignment.

- 22.2 Any dispute or difference arising out of or in connection with an Assignment which remains unresolved may be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, subject to any mandatory procurement or statutory provisions applicable to LIC.
- 22.3 Unless otherwise specified in the Assignment, the seat and venue of arbitration shall be Mumbai, Maharashtra, the proceedings shall be conducted in English, and the tribunal shall determine the dispute in accordance with the contract and Applicable Law.
- 22.4 The courts at Mumbai, Maharashtra having competent jurisdiction, shall have exclusive jurisdiction over matters arising from the Assignment, subject to the arbitration provisions and applicable law.

23. Notices, Records and Miscellaneous

- 23.1 All notices under an Assignment shall be in writing and sent to the authorized representatives and addresses specified in the Assignment or contract. Electronic communication may be used where expressly accepted by LIC and the TSP.
- 23.2 A waiver of any breach shall not constitute a waiver of any subsequent breach. No amendment or variation of an Assignment shall be effective unless recorded in writing and authorized by the competent authorities of the parties, as applicable.
- 23.3 If any provision of these GTC or an Assignment is held invalid or unenforceable, the remaining provisions shall continue in force, subject to Applicable Law.
- 23.4 The TSP shall maintain complete and accurate records required by the Assignment, including evidence necessary for billing, compliance, security, audit and resource verification, for the period required by LIC or Applicable Law.
- 23.5 LIC may issue reasonable written procedures, security standards, operating instructions and templates relating to the Assignment. Where such instructions are necessary to maintain LIC's security, regulatory or operational requirements, the TSP shall comply within the time specified by LIC.

24. Compliance with Rule 144(xi) of GFR 2017

- 24.1 The TSP shall comply with the applicable requirements of Rule 144(xi) of the General Financial Rules, 2017 and related Government of India directions / Office Memoranda concerning restrictions on procurement from a bidder of a country which shares a land border with India, as applicable to the Assignment.

25. Order of Precedence

- 25.1 In case of any inconsistency, the following order shall apply:
- mandatory Applicable Law and binding regulatory directions;
 - Assignment-specific Purchase Order (PO), Work Order (WO) or equivalent Assignment instrument, to the extent such document expressly and specifically provides for the requirements of the relevant Assignment;
 - Assignment-specific Statement of Work (SOW), Scope of Work, Service Level Agreement (SLA), Resource Schedule, deployment schedule or other Assignment-specific document, to the extent applicable;
 - Master Services Agreement (MSA), Agreement or Contract, where executed between LIC and the TSP and applicable to the relevant Assignment;
 - These General Terms and Conditions (GTC);
 - The EOI, including its corrigenda and addenda, to the extent applicable to the relevant contractual relationship; and
 - Other documents expressly incorporated by reference into the contractual arrangement.

A specific provision shall prevail over a general provision to the extent of the inconsistency, and no interpretation shall be made to create an obligation that is prohibited by Applicable Law.

- 25.2 For the purposes of this Clause, the expressions “Agreement”, “Contract” and “Master Services Agreement (MSA)” shall refer to the overarching contractual arrangement, where executed, governing the relationship between LIC and the TSP, whereas a Purchase Order (PO) or Work Order (WO) shall refer to the specific Assignment or requirement issued thereunder.

- 25.3 Where a Purchase Order and a Work Order are issued separately or together for the same Assignment, they shall be read and construed in conjunction with each other. Unless the context expressly requires otherwise, any reference in these GTC or an Assignment document to a Purchase Order or Work Order shall be deemed to include the applicable PO, WO or both, as the case may be.

- 25.4 Where an MSA, Agreement or Contract is in force and a subsequent PO/WO or other Assignment-specific document is issued pursuant thereto, such PO/WO or Assignment-specific document shall govern only the specific matters expressly covered therein for the relevant Assignment and shall not otherwise be construed as overriding the MSA, Agreement, Contract or these GTC.

- 25.5 Notwithstanding the above, where an Assignment-specific PO/WO or other Assignment document expressly and unambiguously provides a different provision for a matter specific to that Assignment, such specific provision shall prevail only to the extent of such inconsistency and only for that Assignment, provided that such deviation is expressly authorized by LIC.

- 25.6 No provision of any PO, WO, SOW, SLA or other Assignment-specific document shall be construed as modifying, waiving or overriding any provision of an MSA, Agreement, Contract or these GTC unless such modification, waiver or override is expressly stated in writing and is duly issued or approved by the Competent Authority of LIC.

- 25.7 Where the issue relates specifically to the number or Resource Category of Resources, Deployment Period, applicable rate, place/mode of deployment, deliverables, milestones, Service Levels or other Assignment-specific particulars, the applicable PO/WO and/or Assignment-specific document shall prevail over the general provisions of the GTC and the EOI, subject to Clauses 25.5 and 25.6 above.

- 25.8 Nothing contained in this Clause shall be construed to permit any contractual document to waive, exclude or diminish any mandatory requirement arising under Applicable Law or binding regulatory directions.

26. Survival and General Construction

- 26.1 The provisions of these GTC relating to confidentiality, information security, privacy, intellectual property, audit, indemnity, liability, labour obligations, payment reconciliation and transition shall survive termination or expiry to the extent necessary to give effect to their purpose.
- 26.2 Any rights, obligations or liabilities accrued before termination or expiry shall not be affected by such termination or expiry.
- 26.3 References in these GTC to laws, regulations, guidelines, standards and policies shall be construed in accordance with their applicable amendments, replacements and re-enactments.

***** *End of Document* *****