REQUEST FOR PROPOSAL

Design, Development, Implementation and Maintenance of HRMS System
for
Life Insurance Corporation of India

Ref: LIC/CO/Personnel/HRMS Implementation/RFP-2023

Date: 6th July 2023

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I. Definitions

AGREEMENT/ CONTRACT	Any written Agreement/ 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, the Bid of the successful bidder and mutually agreed modifications thereto.
ACCEPTANCE OF BID	Means the letter/fax/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.
AUTHORIZED SIGNATORY OF THE BIDDER	The person authorized through a valid Power of Attorney by the company's Board/ Managing Director/ Director for signing the bid documents on behalf of the company
BID	The Bidder's written submissions in response to the RFP signed by their Authorized Signatory
BIDDER	An eligible firm i.e., firm fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual right.
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 State Governments or Central Government of India.
CLARIFICATIONS	Means Addenda, Corrigenda, and clarifications to the RFP.
CORPORATION	Means without limitation the Life Insurance Corporation of India (LIC), a statutory corporation established under section 3 of the Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Corporate Office at Yogakshema, Jeevan Bima Marg, Mumbai 400 021.
DAY	Calendar Day.
DELIVERABLES	All services as per this RFP in general.

ELIGIBILITY BID	This tender process is based on two bid procedures (Technical and Commercial). Eligibility conditions are used in this tender in lieu of empanelling process. Where the words "eligibility bid" appear the same should be read and understood as "response to eligibility conditions criteria".
FUNCTIONAL REQUIREMENTS DOCUMENT BY LIC	Shall refer to the detailed list of functional and design requirements provided by LIC that needs to be incorporated in the proposed solution
LAW	Shall mean any Act, notification, bye law, 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.
LIC	Means without limitation the Life Insurance Corporation of India (LIC), a statutory corporation established under section 3 of the Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Corporate Office at ´Yogakshema, Jeevan Bima Marg, Mumbai 400 021.
NON-FUNCTIONAL REQUIREMENTS DOCUMENT BY LIC	Shall refer to the detailed list of technical, security and cloud requirements provided by LIC that needs to be incorporated in the proposed solution
ONSITE	Any of LICs Central, Zonal, Divisional Offices and Branches
'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.
PROJECT/ SOLUTION	Human Resource Management System Implementation Project for LIC
REQUIREMENTS	Shall mean statements that identify a necessary capability, characteristic, attribute, or quality of a system and include schedules, details, descriptions, and statements of technical

	data, performance characteristics and standards (Indian as well as International) as applicable and specified in the RFP.
RFP	Request for Proposal RFP- LIC/CO/Personnel/HRMS Implementation/RFP-2023 inclusive of any clarifications/ corrigenda/ addenda that may be issued by LIC.
SCOPE OF WORK	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.
SOLUTION/ SERVICES/ WORK/ SYSTEM	All services, scope of work and deliverables to be provided by the Bidder as described in the RFP and include services ancillary to the implementation/ development of the solution, such deployment, integration with existing systems, provision of technical assistance, training and other obligation of the Bidder covered under this 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 annexures or clarifications to the RFP document.
TOTAL CONTRACT PRICE/PROJECT COST/TCO	Total Contract Price/Project Cost/TCO means the price payable to the Bidder over the entire period of the contract for the full and proper performance of its contractual obligations.
TIMELINES	Wherever Timelines have been defined as days, weeks, months, they will mean calendar days, calendar weeks and calendar months.

II. Abbreviations

Abbreviations	Description
#	Serial Number
BI	Business Intelligence
CSP	Cloud Service Provider
COTS	Commercial Off the Shelf
DB	Database
EMD	Earnest Money Deposit
ERP	Enterprise Resource Planning
FAQ	Frequently Asked Questions
GST	Goods and Services Tax
HR	Human Resource
HRD	Human Resource Department
HRMS	Human Resource Management System
HTR	Handing Over / Taking Over
INR	Indian Rupee
IPR	Intellectual Property Rights
ITB	Instruction to Bidders
Ipv6	Internet Protocol Version 6
LOI	Letter of Intent
MeitY	Ministry of Electronics and Information Technology
NDA	Non-Disclosure Agreement
No.	Number
OEM	Original Equipment Manufacturer
Org	Organization (refers to LIC of India)
OS	Office Services
PAN	Permanent Account Number
PAAS	Platform As A Service

PBG	Performance Bank Guarantee
POC	Proof of Concept
RFP	Request for Proposal
SI	System Integrator
SIT	System Integration Testing
SLA	Service Level Agreement
SAAS	Software as a Service
TNA	Training Need Analysis
UAT	User Acceptance Testing
UI / UX	User Interface / User Experience

PART 1: GENERAL INFORMATION

1.1 Invitation to Bid (E-Tender)

The Life Insurance Corporation of India (hereinafter referred to as "LIC"), a statutory corporation established under section 3 of the Life Insurance Corporation Act 1956 (XXXI of 1956) and having its Corporate Office at Yogakshema, Jeevan Bima Marg, Mumbai – 400021, hereby invites online responses (hereinafter referred to as "Bids"), to this Request for Proposal ("RFP") from all eligible bidders to meet the requirements set out in this RFP document.

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

Bidder shall mean any entity (i.e., juristic person) that meets the eligibility criteria given in this RFP and is willing to provide the Software Solution/ service requirements as required in this RFP. The interested entities are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP/agreement 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 are deemed to be so taken after considering the commercial acumen and LIC does not guarantee or warrant suitability hereof or success to Bidder/Bidders or any other person or party. This RFP describes what is required of the Bidder in terms of services, deliverables, performance measures and outcomes, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the bidder.

Submission of the Bid shall be deemed to be the conclusive proof of the fact that the

Bidder has acquainted themselves and agrees with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by them in their Bid. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the Bidders.

1.2 RFP Issuing Authority

Designation and address of the person inviting the proposal:

The Executive Director (Personnel),
LIC of India, Central Office, Personnel Department,
5th Floor, West Wing, Yogakshema,
Jeevan Bima Marg, Nariman Point, Mumbai – 400021
Tel: 022-66598940
E-mail: hrms@licindia.com

1.3 Tentative Schedule of Events (Timelines)

LIC of India may, in exceptional circumstances, and at its sole discretion, extend the Application Submission Due Date by issuing an Addendum. The following tentative schedule would be followed for this RFP.

#	Activity	Details
1.	**RFP Reference and Date**	**Ref:** LIC/CO/Personnel/HRMS Implementation/RFP-2023 **Dated: 6th July 2023**

2.	**Bid Fee**	Non-Refundable Bid Fee of INR 25,000/- + 4500/- (18% GST) = Rs. 29,500 (Rupees Twenty-Nine Thousand Five Hundred Only) Online NEFT/RTGS to be deposited in Account of "Life Insurance Corporation of India". **Refer: Bid Fee must be deposited separately and not as a combined amount with EMD.** The UTR number and date of remittance of the remittances sent shall compulsorily be informed through an email to **hrms@licindia.com** with payment details to obtain payment confirmation.	
3.	**Earnest Money Deposit (EMD)**	EMD: Rs. 3,00,00,000 (Rupees Three Crores Only) All proposals submitted in response to the RFP document must be accompanied by a deposit of Rs. 3,00,00,000 (Rupees Three Crores Only) in the form of a bank guarantee as per the format prescribed in this RFP document. A Scanned copy of the EMD (Bank Guarantee) is to be uploaded along with the proposal and the physical Bank Guarantee document is to be submitted within 3 days of the opening of the RFP.	
4.	**Submission of Bid**	online e-Tendering System portal **https://www.tenderwizard.com/LIC**	
5.	**RFP Document Download Link**	RFP may be downloaded from LIC's official website (**https://www.licindia.in**)	
6.	**Critical Dates**	RFP Publish Date:	Thursday, 6th July 2023
		RFP Document Download Start Date	Thursday, 6th July 2023
		Online Clarification Start Date (Email to be sent to hrms@licindia.com)	Thursday, 6th July 2023

		Online Clarification End Date	Friday, 14th July 2023
		Pre-Bid Date and Time:	Friday, 14th July 2023 2:30 PM to 4:30 PM
		Pre-bid Meeting (Video Conference): **Meeting Link:** https://licindia.webex.com/licindia/j.php?MTID=mfd54a0cc9b5e2eb2af9784fbbe401e96 **Meeting Number:** 2516 768 6953 **Password:** dbP6JqUdy23 (32765783 from video systems) ***Note:*** *In the Virtual Meeting, the participants must name themselves in the prescribed format i.e. (Name of the Organization – Participant's Name). For e.g., LIC-XYZ.*	
		Presentation Start Date (in-person):	Wednesday, 19th July 2023
		Presentation End Date (in-person):	Friday, 21st July 2023
		RFP Submission Start Date:	Monday, 24th July 2023
		RFP Document Download End Date & Time:	Monday, 31st July 2023, 3:00 PM
		RFP Submission End Date & Time: (End time for submission will be as per e-tendering Bidder server time).	Monday, 31st July 2023, 3:30 PM
		Technical Bid Opening Date & Time	Tuesday, 1st August 2023, 11:30 AM

			Authorized representatives of bidders may be present online during opening of the technical bid. However, Technical bid would be opened even in absence in any or all of the bidders' representatives.
		Commercial Bid Opening	*Commercial Bid of technically qualified bidders only will be opened on subsequent date*
7.	**Contact Persons (LIC):**	Email: hrms@licindia.com +91 22-66598940 +91 9560641058 (Mr. Azhar Ahmed Khan) Contact Officials: Mr. Azhar Ahmed Khan Any communication must be mandatorily made to the above email id.	

8.	**Contact Persons:** E-Tender helpdesk for any help in accessing the website and uploading the tender documents.	**Address:** Antares Systems Limited, "Honganasu", #137/3, Bangalore Mysore Road,Opp. KMS Coach Builders, Kengeri, Bangalore – 560 060 **Help Desk Contact Details:** lokesh.hr@etenderwizard.com -- +91 9686115304 sushant.sp@etenderwizard.com -- +91 9731468511
9.	**Addenda/ Corrigenda/ Date extension**	Any addenda/ Corrigenda in respect of the above tender shall be issued on the website: https://www.licindia.in, https://eprocure.gov.in and https://www.tenderwizard.com/LIC only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit the above websites to keep themselves updated.
10.	**Bid Validity Period**	Bid must be valid for 6 months from the date of opening of the RFP.

Note:

1. RFPs responses will be opened in the presence of the Bidders' authorized representatives (maximum two representatives per Bidder) who choose to attend. Those bidders who have already submitted their bids and wish to participate in the bid opening process are required to send an email communication to **hrms@licindia.com** confirming the same.

2. Pre-Bid queries to be only submitted in an excel sheet as per the format given in *Annexure A*.

1.4 Bid Fee and EMD

Bid Fee (Non-Refundable): INR 25,000/- + 4500/- (18% GST) = Rs.29,500 (Rupees Twenty-Nine Thousand Five Hundred Only)

EMD: INR 3,00,00,000 (Rupees Three Crores Only)**Mode of Remittance:** Online NEFT/RTGS to Account of "Life Insurance Corporation of India". (Bank details of LIC are mentioned in *Annexure B*)

a. Bidders shall submit, along with their Bids, EMD, in the form of a Bank Guarantee (in the format specified in *Annexure C*) issued by the scheduled commercial bank in favor of the Life Insurance Corporation of India and should be valid for 6 months from the due date of the tender / RFP.

b. EMD of all unsuccessful bidders would be returned to the issuing bank, by Life Insurance Corporation of India within 45 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of the successful bidder would be returned within 30 days upon submission of the Performance Bank Guarantee as per the format provided in *Annexure D*

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c. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

d. The EMD may be forfeited:
   i. If a bidder withdraws its bid during the period of bid validity.
   ii. Bidder does not respond to requests for clarification of its Proposal.
   iii. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
   iv. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

1.4.1 EXEMPTION OF BID FEE and EMD:

Micro, Small & Medium Enterprises (MSME) units and MSME Startups are exempted from payment of bid fee and EMD, provided the services they are offering, are rendered by them. Bidder should submit supporting documents issued by competent Government bodies to become eligible for the above exemption. NSIC Certificate/ Udyog Aadhaar

Memorandum should cover the items tendered to get processing fee exemptions. Certificate/ Memorandum should be valid as on the due date / extended due date for Bid submission. "Startup" company should enclose the valid Certificate of Recognition issued by the Department for Promotion of Industry and Internal Trade (DPIIT), Startups which are not under the category of MSME shall not be eligible for exemption of tender fee. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without bid fee and EMD will be summarily rejected, and no queries will be entertained.

1.5 Deviations

The Proposal evaluation committee would evaluate and classify deviations as "material deviation" or "non-material deviation". In case of any material deviations, the Committee would be entitled to reject the bid.

A responsive bid would be the one that meets the requirements of the bidding document without material deviation, reservation, or omission where: -

a. "**Deviation**" is a departure from the requirements specified in the bidding document.
b. **"Reservation"** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
c. **"Omission"** is the failure to submit part, or all the information or documentation required in the bidding document.

A material deviation, reservation, or omission is one that,

a. if accepted, would: -
    i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
    ii. limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights, or the bidder's obligations under the proposed Contract; or
b. If rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.

Deviations in proposal to be mentioned in the *Annexure E*.

1.6 Governing Laws/Jurisdiction

The validity, performance, construction, and effect of this RFP shall be governed by the substantive laws of India. Any controversy or claim arising out of or in relation to this RFP, or breach, hereof, shall be finally settled under the jurisdiction of Mumbai High Court only.

1.7 Performance Guarantee

The Life Insurance Corporation of India will require the selected bidder to provide a Performance Bank Guarantee, within 10 days from the notification of the award, for a value equivalent to 10% of the total cost of ownership. The Performance Guarantee shall be kept valid till the completion of the project including the support period. The Performance Guarantee shall contain a claim period of two months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project or extension. In case the selected bidder fails to submit the performance guarantee within the time stipulated, the Life Insurance Corporation of India at its discretion may cancel the order placed on the selected bidder without giving any notice.

Life Insurance Corporation of India shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Life Insurance Corporation of India incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

1.8 Award Criteria and Notification:

a. LIC will notify the successful bidder to enter the contract in writing through a letter of Notification of Award/Letter of Intent.

b. Bidder to send acceptance to the Letter of Intent in writing along with Non-Disclosure Agreement, for the desired amount and validity stated in this RFP for the engagement as per format provided at that time.

c. On the submission of the accepted Letter of Intent, Non-Disclosure Agreement, and any other necessary document, LIC will send the purchase order incorporating all terms and conditions between the two parties.

d. The selected bidder must return the duplicate copy of the purchase order within 7 working days, duly accepted, stamped, and signed by an authorized signatory as a token of acceptance.

e. A copy of the board resolution and power of attorney (wherever applicable), demonstrating that the signatory has been duly authorized to sign the acceptance letter, contract, and NDA, should be provided. (Mentioned as a part of Eligibility Criteria and format given in Annexure O). In case the OEM is participating along with a Bidder ("Bidder"), OEM is also required to submit an authorization letter demonstrating that the signatory has been duly authorized to sign relevant documents related to this project. (Format given in Annexure P)

f. The successful bidder may enter into a Contract with LIC subject to submission of Performance Bank Guarantee within 30 days from the issuance of the Purchase Order, or within such an extended period as decided by LIC.

g. Within the period of issuance of purchase order and signing of contract between the Parties, the terms and conditions mentioned in this RFP will prevail.

1.9 Currency

All monetary values in the proposals in response to this invitation of RFP shall be in Indian Rupees (INR) only.

PART 2: EVALUATION OF PROPOSALS

The proposals responded to the RFP including the enclosed documentation shall be evaluated in the following manner:

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

b. The documentation furnished by the applicant will be examined prima facie to see if the submissions meet the eligibility criteria as specified in related sections.

c. Preliminary scrutiny of the proposal to RFP will be made to determine whether they are complete, whether the documents have been properly signed.

d. RFP inviting authority may waive any minor infirmity; nonconformity or irregularity in a response, which does not constitute a material deviation, provided such waiver does not prejudice or affect any applicant.

e. Prior to the detailed evaluation, RFP inviting authority will determine the substantial responsiveness of each proposal to the RFP documents. For purposes of these clauses, a substantially responsive proposal is one, which conforms to all the terms and conditions of the RFP document.

f. If a Bid is not responsive, it will be rejected by LIC and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

g. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software Solution/service proposed to be offered by them.

Summary of the stages are mentioned in the below table:

Stage 1	**Eligibility Evaluation** Outcome: Qualified / Not Qualified
Stage 2	**Technical Evaluation** Outcome: Technical Score for the Bidders Eligible Bidders will be evaluated based on the Technical Scoring Criteria.
Stage 3	**Commercial Proposal Evaluation**

PART 3: ELIGIBILITY CRITERIA

a. Only those Bidders who fulfil the eligibility criteria are eligible to participate in the RFP. The Bidders should submit their responses along-with documentary evidence and self-declaration as required for the below eligibility criteria.

b. Bidders are not barred from producing any additional evidence or testimonials other than the ones asked for in this RFP which may be relevant to the project.

c. Proposals of those Bidders, who do not fulfil any of the eligibility criteria as stated below in full, will be summarily rejected. Organizations found fulfilling the eligibility criteria as laid out below during the preliminary scrutiny will only be considered for the next stage of the RFP. Non-compliance to any of the eligibility bid requirements will result in the rejection of the Bid.

d. Assignments for companies in India only will be considered for eligibility and technical evaluation.

e. Bidder is required to confirm eligibility on each of the below terms as per format given in *Annexure F.*

#	Eligibility condition	Required documents to be submitted
1.	The Bidder must be an Indian Company/ LLP /Partnership firm registered under the applicable Act in India.	Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. GST Registration Certificate and PAN. Certificate of Commencement of Business issued by the Registrar of Companies (For Public Limited Company). Bidder should additionally submit an Annexure on their profile in *Annexure G*.
2.	The bidder should be in existence for a minimum period of 5 years in India as on 31.3.2023.	
3.	The Bidder should have a positive net worth as on 31.03.2023.	Certification by Competent Authority on Company's Letterhead or certificate from CA
4.	The Bidder should be a profitable organization based on profit before tax (PBT) for at least 03 (three) out of the last 05 (five) financial years	Copy of the audited financial statement along with profit and loss statement for corresponding years and/or Certificate of the statutory auditor certifying the same.
5.	The Bidder must have an average annual turnover of minimum Rs. 500 crores per annum during the last 02(two) financial year(s) i.e., FY22-23 and FY21-22. For start-ups/MSEs, the Bidder must have an average annual turnover of minimum Rs. 5 crores per annum during the last 02 (two) financial years i.e., FY22-23 and FY21-22.	Copy of the audited financial statement for required financial years.

6	The proposed solution deployed on MeitY approved public cloud in India should have implemented / be under implementation Human Resource Management Systems in Insurance Companies/ Scheduled Commercial Bank/ Public Sector Undertakings/ Government Undertakings/ Autonomous Bodies / Listed Public Companies in India having minimum 30,000 users and minimum 2 such clients, during the last seven years with following major features/modules, at-least 6 (six) modules i. Employee Management ii. Attendance and Time Management iii. Recruitment and Onboarding iv. Training and Development v. Performance Management vi. Payroll Management vii. Benefits Administration viii. Reporting and Analytics ix. Mobile App x. Custom workflow-based systems	Copy of the purchase order/ contract / engagement letter and credential letter from client-on-client letter head / credential email from client's official email ID. Bidder/OEM to provide details of successful projects, Client references clearly indicating the below- - Client Name - Brief Project description - Start/End date - No. of users for whom solution has been implemented - scope - deliverables - duration - status of engagement Bidder/OEM should specifically confirm on the company's letter head in this regard as per *Annexure H*

7	Bidder should have experience in implementing the proposed Software Solution/Services with major features/modules for at least 2 clients in India. Major features include: i. Employee Management ii. Attendance and Time Management iii. Recruitment and Onboarding iv. Training and Development v. Performance Management vi. Payroll Management vii. Benefits Administration viii. Reporting and Analytics ix. Mobile App x. Custom workflow-based systems Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed/is executing similar projects in India. (At least 2 client references are required).	Copy of the purchase order/ contract / engagement letter and credential letter from client-on-client letter head / credential email from client's official email ID. Bidder to provide details of successful projects, Client references clearly indicating the below: - Client Name - Brief Project description - Start/End date - No. of users for whom solution has been implemented - scope - deliverables - duration - status of engagement - user acceptance report Bidder should specifically confirm on their letter head in this regard as per *Annexure H* Along with this, please mention references of projects dropped without completion in *Annexure J*

8	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Insurance Companies/ Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of Submission of Bid for this RFP.	Bidder should specifically certify in *Annexure K* in this regard.
9	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020	Bidder should specifically certify in *Annexure K* in this regard and provide copy of registration certificate issued by competent authority wherever applicable.
10	Past/present litigations related to product/services being procured under this RFP, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the LIC)	Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Insurance Companies/ Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.

11	The bidder, if participating as Bidder of any OEM, then OEM should have a support centre and level 3 escalation (Highest) located in India and OEM Authorization (same as proposed in this bid) for any products/ solutions proposed as part of the project (software, middleware etc) For OEMs, directly participating, the conditions mentioned above for support centre remain Applicable.	OEM should specifically certify in *Annexure L* in this regard.
12	The Bidder should not have any Service Level Agreement pending to be signed with the LIC for more than 6 months from the date of issue of purchase order.	Bidder should specifically certify in *Annexure K* in this regard.
13	Certification Requirement- **i.** Bidder must be SEI CMMI Level 3 certified **ii.** OEM must be ISO 27001 certified.	Copy of Valid Certificate(s) to be provided
14	Functional Requirements – proposed solution should get a score of more than 70% in the *Functional Requirements Document* compliance	Excel File Embedded ("Functional Requirements Document by LIC")

15	Proposed solution should get a score of more than 80% in the *Non-Functional Requirements (NFR) Document* compliance	Excel File Embedded ("Non-Functional Requirements Document by LIC")
16.	Bid Fee Non-Refundable Bid Fee of INR 25,000/- + 4500/- (18% GST) = Rs. 29,500 (Rupees Twenty-Nine Thousand Five Hundred Only)	NEFT/RTGS to Account of "Life Insurance Corporation of India". Refer to *Annexure B*
17	Earnest Money Deposit	EMD: 3,00,00,000 (Rupees Three crores Only)
18	Proposed Project manager for this Assignment must have Over 15 Years of IT experience with minimum 12 Years of any HRMS implementation experience for similar scope as in this RFP. Proposed team leader(s) for this Assignment must have Over 10 Years of IT experience with minimum 7 Years of in HRMS implementation similar scope as in this RFP	CVs in the Prescribed format must demonstrate the proven experience Format given in *Annexure M*

19	Team proposed for this Assignment must have at least 2 years of HRMS implementation experience	CVs in the Prescribed format must demonstrate the proven experience. Format given in *Annexure M* Proposed Team Composition, Tasks assigned, and their Availability should be provided in the format given in *Annexure N.*
20	Authorized Signatory	Authorisation Letter as per format given in *Annexure O and Annexure P*

PART 4: TECHNICAL CRITERIA

4.1 Technical Criteria and Scoring

a. The proposals meeting the eligibility qualification criteria will be evaluated as per the Technical Evaluation criteria.

b. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Technology Solution/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Technology Solution/services.

c. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to LIC, the capability of the Technology Solution/services to support all the required functionalities at their cost in their lab or those at other organizations where similar Technology Solution/services is in use. In absence of required documents, proposal will be rejected

d. The evaluation committee shall evaluate the Technical Proposals based on their responsiveness to this RFP, applying the evaluation criteria, sub-criteria, and point system specified in the RFP. Each responsive Proposal will be given a technical score.

e. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, or if it fails to achieve the minimum technical score indicated in the RFP.

f. During evaluation and comparison of Bids, LIC may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered, or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

g. Bidder must respond to each requirement mentioned in the technical evaluation table as per format mentioned in *Annexure R.* Bidder must also submit Technical Cover Letter as per format provided in *Annexure Q.*

#	Category	Technical Evaluation Criteria and Sub Criteria with Sub Criteria item marks	Max Marks
1	**Bidder's Experience**	Both on-going as well as completed projects will be considered. (In last 10 years). **Scoring methodology is given as under:**	**20**
		Undertaken HRMS implementation projects at organizations with user base as under: - i. More than 30,000 (5 marks for each project) ii. 20,001 to 30,000 (3 marks for each project) iii. 10,000 to 20,000 (2 marks for each project) **(Subject to maximum 10 marks)**	
		Number of HRMS Implementation projects either completed / on-going by bidders team based in India for implementing Saas based HRMS on cloud platform as on bid submission date of RFP for Insurance Company/Public Sector Banks (PSBs) /Private Sector Banks/ Public Sector Enterprises (PSEs)/Listed Companies/ private sector insurance (with employee count of 3000 and above) i. Completed project – 2 marks per project ii. On-going project – 1 mark per project **(Subject to maximum 5 marks)**	
		Number of HRMS Implementation projects completed / on-going by bidders team based in India for implementing proposed SaaS based Human Resource Management system as on bid submission date of RFP for Insurance Company/Public Sector Banks (PSBs) /Private	

		Sector Banks/ Public Sector Enterprises (PSEs)/Listed Companies. i. Completed project – 2 marks per project. ii. On-going project – 1 mark per project **(Subject to maximum 5 marks)**	
2	**Bidder's Capabilities**	Bidder size and scale of practice for the in-scope services (# of resources, locations, certified resources in relevant product capabilities, Tools/IPs etc.)	**10**
		HRMS implementation team on payroll of the bidder in India dedicated to implementations for Indian clients. i. 0-100 2Marks ii. 101-200 4Marks iii. 201-300 6Marks iv. 301-400 8 Marks v. Above 400 10 Marks **(Subject to maximum 10 marks)**	
3	**Solution Delivery and Support**	Bidder's understanding for the Project and proposed solution.	**30**
		Project Understanding: 1. Approach and Methodology for project execution and operations a) Cloud based HRMS solution implementation b) Understanding the scope of work and each sub module of the RFP as demonstrated in the response to the RFP. c) Proposed work plan & methodology is to be adopted for execution.	

		d) Clearly defined timelines, deliverables and Milestone based marking. e) Overall project plan including identification of dependencies and detailed activity plan. f) Operations support: All the support plan and the support for the solutions proposed should be based in a support centre and level 3 escalation (highest) located in India. g) Training plan: Smooth, effective, and efficient transition process including knowledge transition, ensuring proper handover of capabilities to LIC's in-house teams for scale up and sustainability. 2. Service Delivery approach (including operations and helpdesk) 3. Quality Assurance Plan & Methodology 4. Risks and Mitigation Plan 5. Multi region Business Continuity Planning 6. Exit Management Plan	
		Proposed Technical Solution Design Architecture, Key Features, functionalities for offered Solution - Ready-to-start as well as proposed a. Product Roadmap. Clarity of Completeness of security solutions i. Information Management and Protection ii. Mobile Device Management iii. Advanced Phishing protection iv. Other security components	

		b. Scalability and Interoperability features (current and proposed) i. HRMS solution scalability and related architecture to meet customer requirements and future requirements ii. Interoperability c. List of additional third-party tools used to fulfil the functional and technical requirements mentioned in RFP. Please provide complete details of OEM d. Proposed Team for project implementation and operations i. Completeness of team roles ii. Detailing of no. of team members for implementation and operation phase separately along with name, count of resources, detailed On-site and offshore deployment plan iii. Availability of sufficient roles for the task along with relevant experience of each resource proposed along with detailed job description iv. Availability of on-site program management team v. Commitment of senior leadership team's availability for project delivery and review along with exact time commitment on monthly basis. vi. Detailed plan of Helpdesk and Operations support including tools	

		proposed, approach to meet the SLAs and any innovative solutions. e. Migration approach and methodology (including for replace & transfer) i. Migration Methodology ii. Detailed migration plan including migration timelines, approach, tools proposed and other details iii. Bidders approach to expedite the migration as against the RFP requirements f. Value adds proposed against RFP requirements	
4	**Feedback**	Client Reference – Quality of Feedback (For implementation and solution deployed)	**10**
5	**Solution capabilities**	Functional Requirements mapping as per the "Functional Requirements Document by LIC"	**40**
		Non-Functional Requirements as per the "Non-Functional Requirements Document by LIC"	**20**
		Proposed HRMS solution deployed at organizations with user base as under: - i. More than 50,000 (5 marks for each project) ii. 30,001 to 50,000 (3 marks for each project) iii. 10,000 to 30,000 (1 marks for each project) **(Subject to maximum 10 marks)**	**10**

6	**Solution Maturities**	No. of IRDAI approved insurance companies or scheduled commercial banks in India where the proposed product has been or is being implemented on SAAS on MeitY certified public cloud **3 marks per credential.**		**30**
7	**Live Demonstration of Human Resource Management System**	Employee Creation and Life Cycle Management	Max 5	**20**
		Payroll Processing and its associated modules	Max 10	
		Web-based portal and Mobile App- based Self-Service features	Max 5	
8	**Use Case:** Detailed solution to be demonstrated for the use cases and process maps provided in *Annexure S.*	Seniority List	Max 5	**10**
		Stagnation and Fixation	Max 5	

Note: The 'Functional Requirements Document by LIC' has detailed requirements for all HR processes prevalent at LIC. Scoring for such requirements will be on the basis of availability of the same. If a certain requirement is not readily available and ***'Will be available as requested in 6 months from date of project start as per the roadmap of the solution',*** the OEM is required to provide necessary certification for this in the form of a Self-Declaration on the company's letterhead.

Written confirmation is required by OEM on plan to include in its product roadmap items that are essential to meet this RFP's requirements within planned project timeline.

At the time of presentation, if bidder is found non-compliant for any requirement which was originally marked as complied, the entire module will be marked as non-compliant.

4.2 Evaluation of Technical Bids:

Evaluation of only eligible Bidders would be carried out in the following manner:

a. The Bidder's technical/functional solutions proposed in the Bid document will be evaluated as per the requirements specified in the Scope of Work (Section 6 of this RFP) and the Bidder is required to provide details on the proposed solution adopting the evaluation framework mentioned below.

b. Proposal Presentations: LIC, if required, may invite each Bidder to make a presentation to LIC at a date, time, and location determined by LIC. The purpose of such presentations would be to allow the Bidders to present their proposed solutions and the key points in their proposals to LIC for clarification and evaluation purpose.

c. LIC may undertake written clarifications from the Bidders. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the Bid documents.

d. Technical Bid score will be evaluated using a weighted scoring mechanism that is pre- decided.

e. Only those Bidders with a minimum score of 70% of the total technical score in the technical evaluation will be shortlisted for the commercial evaluation.

f. In case there is only one bidder having a total score for technical evaluation of 70% or more, LIC may, at its discretion, also consider the next highest technical score with a minimum score of 60%. In case none of the participating bidders qualify on technical criteria and reach or exceed the total score for technical evaluation of 70%, then LIC, at its sole discretion,

may qualify three bidders based on the top 3 technical scores with a minimum score of 60%.

g. LIC decision in this regard shall be final & binding and no further discussion/ interface will be held with the bidders whose bids are technically disqualified/ rejected.

Stage 1: Evaluation of commercial price bid:

a. LIC will open the commercial price Bids of only technically successful Bidders as per *Annexure T.* Bidder is expected to submit an undertaking along with the bid as per format given in *Annexure U.*

b. The date for the opening of the commercial price Bid will be communicated separately to the technically eligible Bidders.

c. If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail, and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

d. If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words which corresponds to the total Bid price for the Bid shall be taken as correct.

e. If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

f. The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other

Bidders (whose commercial price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, LIC reserves the right to reject all such incomplete Bids.

g. The commercial price Bid would be evaluated based on "Total Cost of Ownership" ("TCO") basis. The key considerations of the TCO would be the total pay-outs for entire project through the Contract period, discounted at 10% to arrive at the present value of future cashflows. The calculation performed by LIC in this regard will be as follows:

   The discounted cost will be calculated on a yearly basis based on the formula

   A/(1+i/100)^n,

   where A = Total value in the year, i = 10%, n = number of years

h. The present value will be calculated for all components where payment is recurring year on year. The present value will start from the year of purchase of the component/start of services and shall be calculated till the end year of the contract. Further, n will be '0' in the year of purchase of the component/start of services and increase by 1 in subsequent years.

i. Any component/service for which the payment is a one-time cost the NPV cost of the service for that year will be considered and the relevant year's NPV cost will be added as part of the present value calculation for that year. Further, the payment of one- time cost component/services is not recurring in nature hence the present value for component/services will be considered in the year of purchase only and not in subsequent years.

j. The evaluation will be carried out if commercial price Bids are complete and computationally and conceptionally correct as per the templates attached.

k. LIC reserves the right to accept or reject an offer without assigning any reason whatsoever. The Bidder is expected not to add any

conditions/deviations to the commercial price Bid. Any such conditions/deviations may make the Bid liable for disqualification.

Stage 2: Computation of Weighted Score

a. After qualifying the Eligibility Criteria, the technical and commercial evaluation shall have the weightage of 70% and 30% respectively and the weightage will be considered for arriving at the successful Bidder.

b. On the basis of the combined weighted score for technical and commercial evaluation, the Bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest combined score in the evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3, etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of the Contract.

c. Score (S) will be calculated for all qualified Bidders using the following formula:

$$\text{Combined Score of A} = 70 \times \frac{\text{Technical Bid Score of A}}{\text{(Highest Technical Score)}} + 30 \times \frac{\text{Lowest Price Bid}}{\text{(Price Bid of A)}}$$

PART 5: EXECUTIVE SUMMARY

LIC's insurance business is supported by home grown Core Insurance Applications, namely eFEAP, within it support some of the HR functions (as elaborated in the sections below). All other employees' HR requirements are fulfilled by either the HR module within eFEAP or eDARPAN which is an in-house application for HR Administration.

These applications are decentralized and built on legacy platforms which have limitations to integrate with enterprise applications and are not scalable. Some of the major functions such as manpower planning and training are done manually.

With an intention to overcome the existing limitations posed by the HR solution, LIC has decided to replace its existing multiple legacy systems with a comprehensive, enterprise wide HRMS, which will also help LIC to automate most of its HR related processes, besides providing single source of truth.

The HRMS solution would provide a competitive edge to LIC, especially with respect to offering increased operational efficiency, better operational controls, superior service delivery, better risk management, internal policy compliance and superior & timely management of information to support quick decision making at all levels of LIC.

The Human Resource Management Function of LIC is broadly divided among the following departments:

a. **Personnel Department**: Primary functions being
   i. Manpower Planning and Recruitment
   ii. Administration of Employee Relations
   iii. Administration of Complaints and Discipline
   iv. Transfers, Promotions etc.
   v. Employee Grievance
   vi. Employee Engagement
   vii. Talent Management
   viii. Performance Management
   ix. Separation
   x. Organisation Structure and Employee Management

b. **Office Services Department:** Office Services primarily deals with the following functions

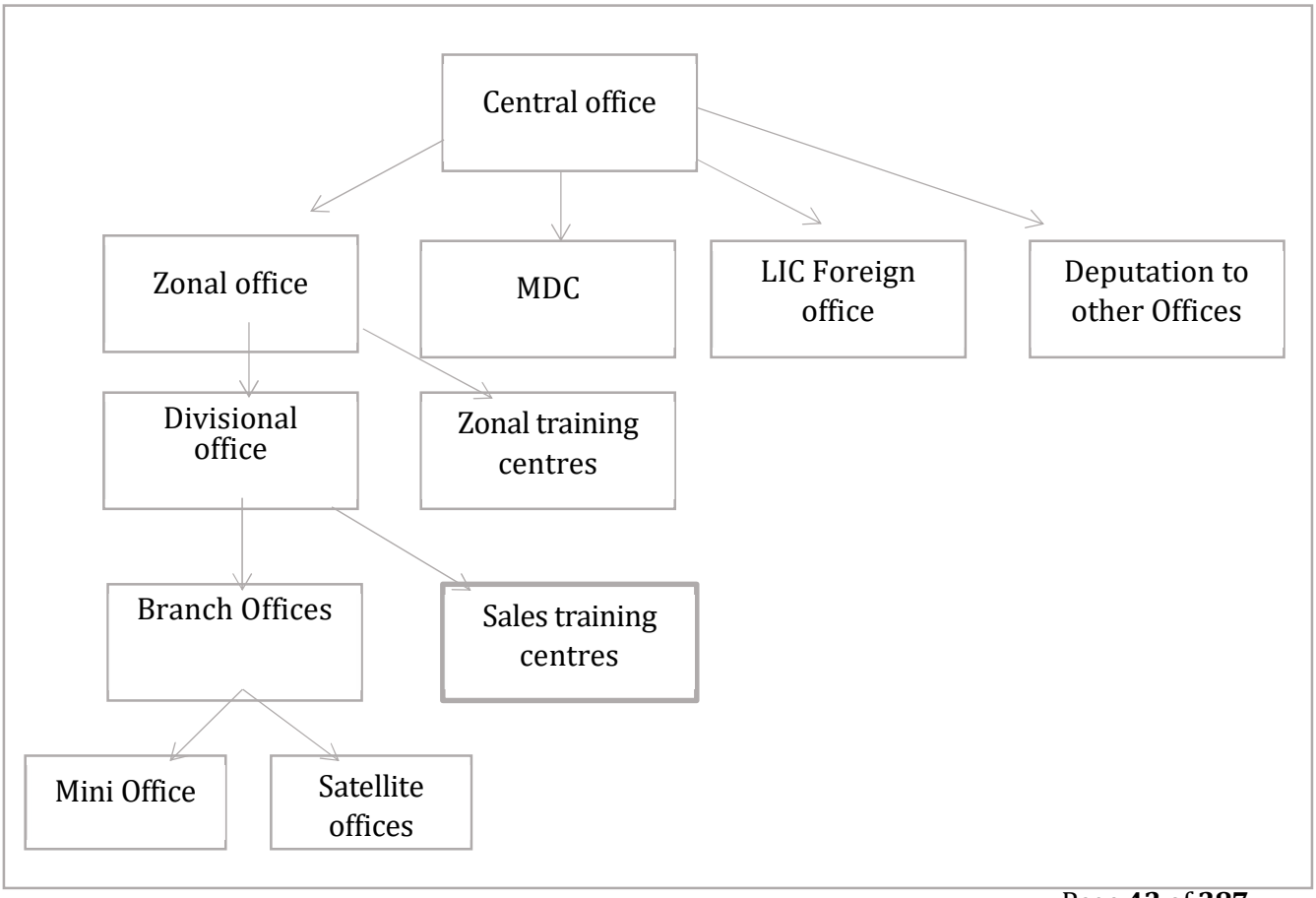
i. Payroll
ii. Reimbursements and Advances
iii. Miscellaneous administrative functions
iv. Terminal Payments
v. Attendance and Leaves

c. HRD Department:

i. Learning Management Solution
ii. Organisation of Sports Events
iii. Official Language Implementation
iv. Library Services

5.1 Overview of the Current State

Following is the office hierarchy of LIC.



An employee who interacts with HR process of any kind in the organization has to deal with various different systems, i.e.

a. eFEAP
b. eDARPAN
c. Concurrencia
d. Gyanpeeth
e. UDIT (Disciplinary and Vigilance)
f. Pen and Paper mode
g. Via E-Mail

Further the Office users of each of the departments (Personnel, OS and HRD) within the Human Resources function have access to some internal modules/applications for their activity. The modules/applications used by each of the departments are detailed further below.

S. No	Points To Be Added:	Concerned Department In LIC	Historical Data Required	Duration Data Transfer	Module Available	System Existence With LIC	Logic/ Process Defined
1	**Maintenance of Basic Information**						
1.1	Personal Information	Personnel, OS	Yes	Since Inception	Yes	EFEAP, eDARPAN	Yes
1.2	Family Information	Personnel, OS	Yes	Since Inception	Yes	EFEAP, eDARPAN	Yes
1.3	Information related to promotion and transfers / placements	Personnel	Yes	Since Inception	Yes	eDARPAN	Yes
2	**Performance Management**						
2.1	Performance Appraisal	Personnel	Yes	Since Inception	Yes	eDARPAN	Yes
3	**Deputation**						
3.1	Exchange of Officers Scheme	Personnel	Yes	Since Inception	No	NA	Yes
3.2	Foreign Postings	Personnel	Yes	Since Inception	No	NA	Yes

4	**Promotion and transfer**						
4.1	Transfer and Placement	Personnel	Yes	Since Inception	Yes	eDARPAN	Yes
4.2	Promotions	Personnel	Yes	Since Inception	Yes	eDARPAN	Yes
4.3	Seniority List	Personnel	Yes	Since Inception	Yes	eDARPAN	Yes
5	**Training**						
5.1	Training (including management of the Corporation's training establishments)	HRD	Yes	Since 01-Apr-2011	No	NA	Yes
5.2	Domestic External Training	HRD	Yes	Since 01-Apr-2011	No	NA	Yes
5.3	Corporation's Training Institutes	HRD	Yes	Since 01-Apr-2011	No	NA	Yes
5.4	External Institutions in India	HRD	Yes	Since 01-Apr-2011	No	NA	Yes
5.5	Foreign Training	HRD	Yes	Since 01-Apr-2011	No	NA	Yes
6	**Salary and Other benefit**						
6.1	Salary Planning	OS	Yes	Since Inception	Yes	EFEAP	Yes
6.2	Payment of PLLI (Performance Linked Lump sum Incentive)	Personnel, OS	Yes	Since Inception	Yes	EFEAP	Yes
6.3	Arrear computations	Personnel, OS	Yes	Since Inception	Yes	EFEAP	Yes
6.4	Salary deduction in lieu of STRIKE	Personnel, OS	Yes	Since Inception	Yes	EFEAP	Yes
6.5	Allowance of specialist group	Personnel, OS	Yes	Since Inception	Yes	EFEAP, eDARPAN	Yes
6.8	Deduction of Income Tax at source	OS	Yes	Since Inception	Yes	EFEAP	Yes

6.9	Provision for accrued interest on loans and advances	OS	Yes	Since Inception	Yes	EFEAP	Yes
6.10	Management of various Employee benefits	Personnel, OS	Yes	Since Inception	Yes	EFEAP	Yes
6.11	Management of various loans and advances to employees	Personnel, OS	Yes	Since Inception	Yes	EFEAP	Yes
6.12	Wage Arrears Adjustment and Payment	Personnel, OS	Yes	Since Inception	Yes	EFEAP	Yes
6.13	Stagnation and Fixation	Personnel, OS	Yes	Since Inception	Yes	eDARPAN	Yes
6.14	Salary, Benefits administration, and Terminal Payment	Personnel, OS	Yes	Since Inception	Yes	EFEAP	Yes
6.15	Provident Fund	OS	Yes	Since Inception	Yes	EFEAP	Yes
6.16	Meal Coupons / Sodexo	OS	Yes	Since Inception	No	NA	Yes
6.17	Society, LIC and other recoveries	OS	Yes	Since Inception	Yes	EFEAP	Yes
7	**Employee exits**						
7.1	Voluntary Retirement / Resignation	Personnel	Yes	Since Inception	No	NA	Yes
7.2	Retirement Reviews and Final Retirement	Personnel, OS	Yes	Since Inception	No	NA	Yes
7.3	Employee Exit Interview	Personnel, OS	Yes	Since Inception	No	NA	Yes
7.4	Suggestions and Feedbacks	Personnel	No	NA	No	NA	Yes
7.5	Permanent Separation	Personnel, OS	Yes	Since Inception	No	NA	Yes
7.6	Pension management	OS	Yes	Since Inception	No	NA	Yes

7.7	Queries management	Personnel	Yes	Since Inception	No	NA	Yes
7.8	Pension	OS	Yes	Since Inception	No	NA	Yes
8	**Miscellaneous**						
8.1	Ideabox / Staff Suggestion	Independent	No	NA	Yes	EFEAP	Yes
8.2	Online questionnaire	Personnel	No	NA	No	NA	NA
8.4	2FA AD and biometric integration	IT	Yes	Since 01-Apr-2019	Yes	EFEAP	Yes
8.5	Miscellaneous Administrative Functions	Personnel, OS	No	NA	No	NA	Yes
8.6	Issue of ID Cards and visiting cards	Personnel, OS	No	NA	No	NA	Yes
8.7	Issue of NOC for Passport, etc.	Personnel, OS	No	NA	No	NA	Yes
8.8	Compiling information on Legal cases	Personnel	Yes	Since Inception	No	NA	NA
8.9	Employee Grievance Mechanism	Personnel	No	NA	Yes	eDARPAN	Yes
8.10	Initiation of legal proceedings and monitoring of HR related cases.	Personnel	Yes	Since Inception	No	NA	NA
8.11	Document Management – Digitization of documents	Personnel	No	NA	No	NA	Yes
8.12	Inventory Management	OS	No	NA	Yes	EFEAP	Yes
9	**HR PROCESS**						
9.1	Competency Management	Personnel	No	NA	No	NA	No
9.2	Succession Planning	Personnel	No	NA	No	NA	No

9.3	Manpower Planning	Personnel	No	NA	No	NA	Yes
9.4	Recruitment	Personnel	No	NA	No	NA	Yes
9.5	Discipline	Personnel	Yes	Since Inception	Yes	UDIT	Yes
9.6	Vigilance	Vigilance	Yes	Since Inception	Yes	UDIT	Yes
10	**BENEFITS**						
10.1	Allotment of the Corporation's Staff Quarters	OS	No	NA	No	NA	Yes
10.2	Booking of the guest house	OS	No	NA	No	NA	Yes
10.3	Traveling / Halting Allowance	OS	Yes	Since Inception	Yes	EFEAP	Yes
10.4	Leave Travel Concession (LTC)	Personnel, OS	Yes	Since Inception	Yes	EFEAP	Yes
10.5	Housing Loan	Personnel, OS	Yes	Since Inception	No	NA	Yes
10.6	Miscellaneous Payments	Personnel, OS	Yes	Since Inception	Yes	EFEAP	Yes
10.7	Medi-Claim	Personnel, OS	Yes	Since Inception	Yes	EFEAP	Yes
10.8	Mileage	Personnel, OS	Yes	Since 01-Apr-2017	Yes	EFEAP	Yes
11	**Leave and Attendance**						
11.1	Attendance	OS	Yes	Since 01-Apr-2011	Yes	CONCURRENCIA	Yes
11.2	Leave	OS	Yes	Since 01-Apr-2011	Yes	EFEAP	Yes
11.3	Sodexo / Meal Coupon Payment	Personnel, OS	Yes	Since 01-Apr-2017	No	EFEAP	Yes

5.2 Purpose of the RFP

a. This RPF is being floated with the intent to evaluate and identify bidder for the systems outlined in the Section 6 - Scope of Work. LIC invites bids from reputed bidder having experience in implementation of the SaaS based Human Resource Management System (HRMS) solution
b. The scope of the chosen bidder will include but not limited to the implementation, data migration delivery, support / services during transition, customization, integration, monitoring, testing, training, acceptance, documentation, maintenance and support for the solution being proposed by the bidder.
c. Considering the enormity of the assignment and the envisaged relationship with the bidder, any service, which forms a part of the solution that is not explicitly mentioned in this RFP as excluded, would form part of this RFP, and the bidder is expected to provide the same at no additional costs to LIC.
d. To introduce the best-practiced systems/processes and techniques in HR management to enhance efficiency for its employees and pensioners.
e. To use a Web enabled centralized solution (bilingual – English & Hindi) with security features that helps the LIC achieve the objectives of operational efficiency, streamlined process and workflow automation in respect of HR functions.
f. To award the contract to a Bidder with necessary resources and expertise for delivering the software, other suits if required and agreed services as broadly outlined below.
g. The Selected bidder should integrate the HRMS with LIC's existing Biometric Attendance System. LIC has installed Biometric devices in PC at all its office locations. The HRMS offered should be capable of consolidation of the attendance and reconcile leave, tours, trainings, etc.
h. The Selected bidder should integrate the HRMS with LIC's ERP (eFEAP) to ensure all entries made in HRMS pertaining to accounting such as payroll, staff loans, repayments, prepayments, leave encashment, advance, festival advance, etc. are replicated in the ERP. Further the new applications should be able to interface with systems like Enterprise data warehousing, document management system, eFEAP,

Portal/Intranet, CRM, Financial Management system, Email and SMS Server etc.

i. The system should be able to integrate with LIC 's email messaging system and should allow forwarding/receiving of emails to/from the system. The complete responsibility of integration of HRMS solution with the email system of LIC shall be of the bidder.
j. The proposed system should be capable of handling the major functionalities as required in the HRMS Solution. Bidder may however indicate all functionalities/ capabilities available in the solution proposed.
k. Selected bidder must assist LIC in Change Management. The offer should include the desired capability of LIC in Change management
l. The system should be scalable to support additional users and modules.
m. This system should be centralized with the facility of online access (capable to open on all devices such as mobile/ laptop/ tablet/ desktop). The proposed HRMS solution should also be accessible through internet using secure channel.
n. The product should have built-in features for providing role-based access to users of the LIC.
o. The solution should provide a facility for processing Payroll, reimbursements, etc. to all its employees (permanent and contractual)
p. Proposed solution should assist the LIC in providing self-service facilities to the employees like browsing leave records, Printing of Pay Slips and electronic submission of various applications, etc. on on-line basis.
q. The solution should have all reports generation facility for MIS as well as statutory requirements, Data Mining, Data Warehousing and reporting (statutory and other) purposes
r. Proposed solution should act as a repository of all the service records of employees of the LIC. An employee shall have the facilities to apply for leave, do attendance regularization, reports, requests or grievances. They should be able to receive the sanction or reply online from their reporting authority. HRMS should automatically prepare all accounts and registers of an employee like Service Book, Leave Account, Salary Account etc., retrieving relevant data from transactions.
s. Provide end-user IT support, impart the required training to the LIC's Officers for operating the proposed HR applications.

t. The Solution should be based on pure internet architecture with no download required on any client machine whatsoever (That is to run the solution the latest version of browser should be sufficient).
u. The solution should have built in security features to help only authorized users to use the application as per roles defined. The solution should have Standard security features like Password Management, User Management, Access control, Encryption of data, Time out and Audit Trails etc. should be supported in the Software. Open Web Application Security Project (OWASP) guidelines to be followed and complied by the bidder.
v. The Bidder should provide workflow templates/ process flow documents to facilitate LIC's users to easily customize it according to its needs where there is no change in the business logic.
w. All statutory changes (changes imposed by Government of India, IRDAI, RBI, SEBI etc.) should be incorporated in the application by the bidder during contract period free of cost.
x. Development on Mobile Application should support iOS and Android platform.
y. The contract tenure for all the applications within the scope of this RFP will be for **eight years** from the date of signing of the contract unless otherwise mutually agreed upon between LIC and the selected bidder.
z. Bidder will prepare detailed FRS, gap assessment documents, high and low level design documents, test plan, test cases, training and handover materials as part of the scope of work
aa. The Bidder shall be responsible for extractions, validations and migration of entire legacy data from the existing systems to new HRMS system by the Bidder before going-live with proper validations, controls and consistency checks in coordination with respective departments.
bb. Conduct data migration activities and data cleansing activities. The bidder will have to study the current applications, its data structure and schemas and plan for migration. The bidder will be responsible to load the existing data in the new application. Enable Migration of data from existing systems with proper validation, controls and consistency checks as may be specified by LIC.
cc. Conduct digitization of contents for knowledge management.
dd. Build interfaces/data transfer mechanisms and integrate the new application with LIC's existing and future solutions

ee. Rollout the new application across LIC and provide handholding support across the implemented locations

ff. The responsibility for the details presented in the responses will be with the bidder, which will form part of the final legal contract. The selected bidder shall have the single-point responsibility/liability to ensure the fulfilment of all obligations of the bidder under the contract.

5.3 Procurement, Implementation, Customization, Installation, Commissioning and Maintenance of Human Resource Management System

The desired features of the HRMS mentioned below are indicative, but not limited to, the following key components /functions below:

a. Organisation Structure and Employee Management
b. Attendance and Leaves Management
c. Performance Management
d. Talent Management
e. Employee Engagement
f. Recruitment
g. Payroll
h. Reports Generation and MIS
i. Manpower Planning
j. LMS
k. Promotion and Transfer
l. Employee Benefits
m. Separation
n. Disciplinary and Vigilance
o. Employee Grievance
p. HR Processes (Stagnation, Fixation, Confirmation)
q. Miscellaneous Functions
r. Mobile Application
s. Custom Work Flow
t. Policies

The bidder will have to ensure that the software(s) provided as a part of the solution meets all the requirements as described in the Scope of Work in this RFP and to carry out all such customizations or development work as maybe required

by LIC at no additional cost. Bidder shall resolve gaps by customizing the proposed solution by way of modifications / enhancements, as necessary, to the proposed software solution. Enhancements provided by the bidder would include changes in the software due to Statutory and Regulatory changes and changes required due to changes in industry and other HRD practices in India or any other requirements of LIC, which will need to be provided at no extra cost to LIC for the entire period of the contract. The bidder shall carry out all customizations related work at the premises of LIC.

The cost of all customizations is required to be included in the Commercial Bid and LIC will not make any additional payments for customization throughout the term of the contract if the same has been specified as a requirement of LIC in this RFP.

The bidder shall start customization and User Acceptance Test as per the project timelines. The bidder shall provide all the tools, testing instruments, drivers, consumables etc. required, customize and test the solution. The bidder should ensure that the software provides interfaces to other applications at LIC.

PART 6: SCOPE OF WORK

Description of the envisaged scope is enumerated as under. However, LIC at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions in accordance with the clause on power to vary and omit work.

6.1 Description of Software Solution:

The scope for this project is the end-to-end design, deployment,management, and maintenance of a cloud based Human Resource Management System (HRMS) for LIC. The solution must be offered using the software-as-a-service (SaaS) model and must include:

a. The Solution Design of the to-be systems, operating model, and processes (also referred to as blueprint) will be used to drive the following phases of the delivery. The blueprint will have to address both functional/business requirements, technical specifications for the platform as well as integrations with other LIC systems specified in the scope.
b. Deployment of the solution as per Solution Design, including code development, system configurations in a cloud environment, and all the technical activities required to deliver a working solution
c. Testing of the new platform addressing both functional and non-functional behaviours (including performance, capacity, and security testing)
d. Implementation of the solution in the cloud environment(including backup, disaster recovery, user setup, etc.)
e. Technical training assistance and knowledge transfer to existing LIC personnel for system and enhancements
f. Customization and module addition, which LIC identifies, post-go-live beyond the RFP requirements at a cost mutually agreed between LIC and the Bidder.
g. Bidder shall ensure that all systemic changes or regulatory guidelines or other LIC requirements as per the RFP are made available from day one of the solution going live. Any new government/ regulatory requirements that impact the provided solution to LIC need to be incorporated as a feature upgrade or any enhancement or a patch and

should be provided to LIC at no additional cost during the period of the Contract.

h. Bidder shall provide rights for upgraded version of the solutions at no additional cost during the period of the Contract.
i. Test instance to be always available and refreshed in thefrequency confirmed by LIC.
j. The Bidder will be required to fix any vulnerability in the solution at no additional cost during the entire tenure of the contract. These vulnerabilities can be detected by the LIC or can be a finding of any internal or external audit conducted by the LIC or its auditors on a periodic basis.
k. The bidder is completely responsible for the proposed solution to meet the scope and objectives of the RFP and all addenda & corrigenda issued thereafter. The LIC assumes no responsibility for assumptions made by the bidder. In the event the proposed solution fails to meet the Service Level Agreement (SLA) service levels and the scope and objectives of the RFP (and addendums), the bidder will have to upgrade, modify or replace the solution at no additional cost to the LIC.
l. The bidder has to ensure the arithmetical accuracy of the technical and commercial bid. The LIC will not be responsible for any errors in the bid submitted by the bidder.
m. Over and above India Operations, the bidder has to ensure that the specified modules (Performance Management System, Learning Management System, and any other specified to the Bidder by LIC) in the proposed solution should be made available for LIC employees in its foreign offices as well. The remaining modules may have to be extended to these employees in the future as per business need. List of Foreign Offices are mentioned in *Annexure Y.*

6.2 Assumptions

a. LIC will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against LIC for any license related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder.
b. Further if the selected Bidder has missed out providing any required licenses/artifact/resource requirements etc. to LIC, then LIC will not bear any additional amount for procurement of such licenses/artifact/provision of resources at a later date.
c. Selected Bidder is required to consider the Technical Support of the

Solution and related application software for the period of contract from day one.

d. The successful Bidder must ensure sufficient and capable manpower for delivery and achieving SLA targets during the entire period of the Contract
e. The Bidder will provide a clear overview of the intended deliverables (including real-life examples), activities, and phases of work required to deliver the project in the RFP.

6.3 Description of Deliverables:

6.3.1 System Requirement Analysis and Management

The purpose of system requirements analysis is to transform the defined requirements mentioned in the "Functional Requirements Document by LIC" (Attached with this RFP) into a set of desired system technical requirements that will guide the design of the application to meet the needs of LIC. The specific intended use of the application to be developed must be analysed to specify system requirements.

The Bidder will have to do a detailed requirement gathering and build on the baseline functional requirements as provided in the Scope of Work (Section 6 of this RFP) and the "Functional Requirements Document by LIC". LIC will have a team of business users, subject matter experts formed to provide the details on the current and the expected functionality of the Solution. Bidder will have to interact by way of interviews, requirement workshops, questionnaires etc. with the team to gather business and technical requirements. The detailed System Requirement Specification Document will have to be provided at the end of this requirement analysis stage to LIC. The documented system requirement specification must include:

a. Business, organizational and user requirements
b. Functional capability specifications, including performance, environmental conditions under which the software component is to perform
c. Interfaces between software components within the enterprise
d. Interfaces with external systems representing communications to and from the software systems of other organizations
e. Safety specifications, including those related to methods of operation and maintenance, environmental influences, and stakeholder risk Design constraints and qualification requirements

f. Security specifications, including those related to compromise of sensitive information
g. Communication specifications, such as web service interface specifications and standards-based communication content specifications
h. User operation and execution requirements
i. User maintenance requirements

The Bidder must evaluate the software requirements according to the criteria listed below:

a. Bi-directional traceability (to and from) of system requirements to/from design and to/from test scripts
b. Testability, including testing of both user-based scenarios and standards-based transaction testing with other software systems
c. Feasibility of operation and maintenance

The system requirement document will be reviewed by LIC, and any feedback as received should be immediately incorporated in the document and should be resubmitted for review by the Bidder. Upon satisfaction of the completeness of the document, the document shall be signed off by LIC.

The following are an indicative list of deliverables for this phase.

a. Requirement Documentation
b. Requirement Validation and Traceability
c. Requirement Change Control Plan

6.3.1.1 Requirement Documentation

The Bidder will conduct a detailed systems requirements study and provide a System/ Function Requirements Specification (FRS/SRS) document relating to the functionalities as required supporting the various products and services to be offered by LIC. As part of the preparation of FRS the selected Bidder shall be responsible for preparing and submitting detailed requirement specification documents as per IEEE (Institute of Electrical and Electronics Engineers) or equivalent standards which meets all the Business, Functional and Technical requirements of LIC.

The Bidder shall develop and provide LIC the FRS document, including at a minimum:

a. A comprehensive list of functional specifications to implement the functionality detailed in the attachment "Functional Requirements Document by LIC".
b. Recommendations on how to close specific gaps that require changes to LIC's business processes
c. Standard operating procedure proposed for aligning the application to meet the Business requirements
d. Aligning the application with the business requirements to enable centralization of desired business process, eliminate redundant and duplicate processes, increase operational efficiency, and improve customer service
e. Business rules definition
f. Reporting capabilities
g. User profiles and security role permissions
h. System functionality traceable back to the Requirements Traceability Matrix
i. System overview diagrams illustrating which Solution components provide what functionality, linking back to the functional capabilities
j. Data Integration/Interface Design Document — Bidder will gather data specifications from internal/external hosted systems, servers, applications that will be used in the target architecture
k. Use Cases — a list of workflows mapped to business processes mapped to System requirements
l. User Interface screens for the application
m. Identification of functions or user roles that initiate workflow, receives the workflow, and any processes that occur as a result of the workflow
n. List of assumptions made during the design as well as recommended next steps and required actions that shall be confirmed by LIC before the development.

The Bidder shall perform the detailed assessment of the functional requirements, non-functional requirements and MIS requirements and prepare the FRS document, incorporating list of additional features that shall result in further improvement in the overall application performance for consideration of LIC.

The Bidder shall provide the FRS to LIC for review and comment, and any comments or suggestions of LIC should be incorporated therein.

LIC will identify the functional heads for each process who would be responsible for the review, comments and sign-off of the FRS. The Bidder is required to update the FRS as and when any enhancements / modifications are made to the application till the duration of the Contract. The FRS will deem to be completed when signed-off by LIC.

As and when required LIC will share information on process and other relevant documentation to assist the Bidder in understanding LIC's existing business processes and operations.

6.3.1.2 Requirement Validation and Traceability:

The requirements validation and traceability should document the Bidder's approach to ensuring that all requirements are captured and met. The purpose of this task is to describe the Bidder's approach to review, analyse, and validate requirements throughout the life of the project.

Requirements Traceability Matrix: The Bidder shall ensure that developed application is fully compliant with the requirements and specifications provided in the RFP such as functional, non-functional, and technical requirements. For ensuring this, the Bidder shall prepare a Requirements Traceability Matrix on the basis of Functional Requirements Specifications (FRS), Non-Functional Requirements Specification, and Technical Requirements provided by LIC (updated, expanded and fine-tuned by the Bidder). The matrix should provide requirements traceability across SRS/FRS, Use Case, and Test case.

6.3.1.3 Requirement Change Control Plan:

The Requirement Change Control Plan describes the Bidder's approach to requirement change control, including the tracking of requirements, software used to track all requirements, reporting of requirements, assignment, resolution, and escalation of requirement change control requests

6.3.2 Design specifications

Based on the signed of FRS, the bidder is required to create the detailed design document with support from LIC and functional and non-functional requirements and high-level design.

Below are functionalities which must be covered by the solution. This is an indicative list, and the Bidder should refer to the "Functional Requirements Document by LIC" for better understanding of the requirements.

6.3.2.1 Organization Structure and Employee Management

a. Ability to profile and map the required details, add logos, and assign multiple companies to the group.
b. Ability to bulk import/update functional area
c. Ability to create and map departments to group companies and business units
d. Ability to assign multiple sub-departments to parent departments
e. Visual representation of Org structure with the employee's reporting structure
f. Ability to enable position-based staffing and facilitate manpower planning (budgeted/non-budgeted)
g. Position dashboard for each position (view of Current status and Incumbent history)
h. Ability to create events and subevents defined to attribute every employee movement
i. Ability to define org structure/position structure based on reporting, location, employee type, HRBP, Job level, functional area, Probation period & Dotted line manager.
j. Ability to enable auto-numbering of positions (Position IDs)
k. Ability to view position dashboard for every designation/role
l. Ability to create custom Probation periods with probation extensions and auto confirmations
m. Ability to create advances for employees. This is to accommodate future reimbursement claims against approved advances.
n. Repository to create & host organization policies with access to employees
o. Permission to add and manage new employees , edit employee profile page including personal details, employee lifecycle management
p. Permissions to manage reimbursement requests
q. Permission to other modules specific to employee profile and permission
r. Ability to create off-cycle payments and pay slips
s. Ability for employees to add IT declarations along with proofs that can be sent for validation.
t. Ability to create a PayScale with the combination of employee type and grade, assigning it at employee-level to accommodate dynamic salary structures

u. Ability to open the IT declaration option for a specified time period
v. Ability to add employee and employer contribution towards NPS (national pension scheme) in the salary structure
w. Ability to add new joiners, LOP reversal and increment arrears and have them appear on pay slips
x. Ability to restrict permissions for departments
y. Ability to restrict permissions based on location types
z. Ability to assign the permission roles to users(chosen employees) to behave as permission holders
aa. Capturing/editing of employee details in Employee's Profile including personal details and custom fields to maintain relevant information
bb. SMS/WhatsApp Notification to Employee- After Activation in System
cc. Ability to access personal documents and HR letters, which can be self-generated or requested for approval.
dd. Ability to bulk Import of documents to profile
ee. Ability to capture Bank Details and Payroll Details
ff. Ability to manage Assets capturing the Asset type, Serial number, Model Number and Issue date.
gg. Employment Details capturing Work Role, Manager, Office Location and Employee type
hh. Ability to bulk update employment history of employees
ii. Employee's Compensation details capturing employee's assigned pay package with the CTC proration, Flexible Components, IT declarations (with an audit trail of created versions), Tax Sheets, Form 12B, Extra Payments, Extra Deductions, Loans & Advances Management
jj. Display of the organizational structure with/without Cross-reporting
kk. Bulk Search for employees with respect to Employee type, Active/pending employees, Department, Group company and Self-Service
ll. Employee search based on Education, Experience, Custom fields
mm. Bulk action on searched employees in the directory
nn. Provision for addition of new hires from the directory
oo. Link of old profile of employee available on current profile in rehire cases
pp. Bulk action to deactivate employees
qq. Audit trail of all changes made to an employee's profile maintained in the employment history
rr. Record of employee lifecycle in an organization
ss. Bulk actions to change manager, probation period, HRBP role, assigning salary structures, change shifts/weekly offs, update employee type, update

office location, and to override designation/department/Business Unit etc

tt. Ability to pre-define Employee edit settings and Manager's view settings

uu. Ability to create multiple Employee types in a company (Full time, Contract, Consultant, Intern etc.)

vv. Creation of employee deactivation/separation reasons which is available to the employee while resigning

ww. Ability to define calendar setting for employees which allows for restriction of viewing leaves, birthdays, anniversaries, holidays, events, etc. of all employees in the company

xx. Ability to allow and restrict mobile app access

yy. Ability to allow Bulk upload of HR documents and personal documents

zz. Ability to bulk import to add new employees and update existing employee details

aaa. Ability to bulk delete - Pending Employees

bbb. Ability to create a nomination framework for employees to update

ccc. Various nominations for various benefits given by LIC"

ddd. Maker and checker for edits in employee profile enabling them to go through an approval flow before confirmation/reflecting in the employee's profile

eee. Whatsapp integrations for notifications, approvals, followups etc. across all modules

fff. OCR for Identifying docs - PAN, Aadhar, etc.

ggg. The system should record basic Master Data for an Employee in the Contacts Management System/Database for following areas along with all related and incidental information which contains at least the following (data fields should be configurable to include drop down lists and logic to assist with rapid fill techniques):

hhh. SR Number (For new employees who are on probation should be provided with a temporary number which can be shifted later to a permanent SR Number)

iii. The system should record details of spouse – name, name of the organization the spouse is working with, type of organization (state government, central government, public sector, private sector, local body, own) and is the spouse liable for transfer or not.

jjj. The system should record details of the dependents including relationship, their date of birth, studying in school/college, monthly income/pension amount

kkk. Full transfer history of employee

lll. The system should record previous posting details in LIC

mmm. The system should be able to track all stages of disciplinary actions.

nnn. The system should record History of disciplinary actions against the employee

ooo. The system should record History of trainings attended like name of the course, name of the Institution, month & year of training, duration of the course in days/weeks

ppp. History of training attended by employee with rating on their performance

qqq. The system should record Awards received by the employee including the name of the award, year of award, in which discipline/filed and date of receipt of award

rrr. The system should allow employees to change their own details on the system. They should be able to view all captured data on their file (subject to legal requirements where they should attach the relevant supporting)

sss. Any changes to employee data should automate intimation to the employee's manager and appropriate HR person advising of the change.

ttt. Facility to maintain concurrent jobs for employees with additional responsibilities / special duties in addition to regular responsibilities

uuu. Should capture Release of allowance for qualifications acquired

vvv. Seniority lists – Scale wise, cadre wise for mainstream and specialists (year wise)

www. Facility to generate reminder letter to branch / office for non-submission of quarterly performance report of Probationers with due recommendation for confirmation

xxx. Facility to generate reports of employees working in sensitive department/office during a given period/as on a particular date

yyy. Facility to arrive at the list of Officer employees for whom review has to be done.

zzz. Facility to store information regarding employees who got selected in the external recruitment process and entered into the services of that organization

aaaa. Details of reversion history and Details of suspension history citing the duration, reason, order no. of suspension, office id for which suspension was imposed

bbbb. Ability to automatically create dossier of the employee containing the below mentioned documents but not limited to:

i. Bank Details
ii. KYC
iii. Qualification Related Documents
iv. Salary Slip

v. Property Return
vi. NOC and other documents issued to the employee
vii. HR communication letters such as postings, promotion, etc.
viii. Ability to capture asset details allotted to employee such as IT Asset, Car, etc
ix. Ability to capture CTC, flexible components, assigned pay package, etc.
x. Ability to download self profile
xi. Ability to capture PAN card, UID details of dependents

6.3.2.2 Attendance and Leaves Management

a. Ability to configure different types of leaves such as Casual Leave, Privilege Leave, Medical Leave, etc.
b. Ability to configure leaves on the basis of class, cadre, location, gender, etc.
c. Ability to generate different types of reports for taking RFM actions
d. Maker checker concept to be followed for the RFM action
e. Physical biometric devices already exist with all the IT hardware inventory in LIC. Thus, integration of the system to capture the attendance
f. Ability to handle the load to capture the attendance in peak time in morning and evening i.e., during sign-in and sign-out
g. Integration with the existing system to generate the total present days for the generation of Sodexo/meal coupons for the employees (all cadres)
h. Ability to configure the meal coupon amount based upon the different class, cadre, etc.
i. Automatic credit of Leaves at the frequencies specified as per rule. Credit may be in separate intervals for different type of employee class-1,2,3,4 / Contract/ Director. Future leave credit details to be made available to the end user via notification. Also, any expiring leaves to be notified too.
j. Special Leaves for Specific Employees.
k. Employees will apply using Employee Self Service. For some type of employees, it will be applied by the supervisor on behalf of the employee. Leave can be edited /deleted before it is approved. Cancellation of leave after approval
l. Leave Applied through self-service would follow the approval process.
m. Some of the leaves are to be marked by the supervisor, for e.g., unauthorised absence.
n. Leaves input by the supervisor need not follow the approval process.
o. System to allow leave approvals.
p. System to allow leave tracking.

q. Maintaining of leave Balances. Balances should be carried forward/ reinitialized as per the rules. Balance should be available as of today. System should provide balances as on the date the employee requests.
r. Providing Front end screens to mark Employees on strike. Provide list of employees of the branch and provide select all feature. On clicking update all employees should be marked as on strike/ special leave
s. Screen for compensatory off/PL beyond 270 credit and extension.
t. Front End Screens to be available for credit of leave / Regularisation / change of type of leave/ Cancellations/ delete of approved leave.
u. System should automatically update balances / make salary payments in case of any changes in type of leave/cancellation/ regularisation.
v. Leave Balances if incorrectly updated during the time of migration the same should be updateable from front end.
w. Leave on Loss of Pay to be affected with retrospective effect (i.e. salary should be recovered if leave entered at a later date and if leave is condoned same should be paid back.). Balances also to be automatically updated.
x. Provision for submitting leave application on behalf of another employee should be provided – at Local Levels as well as at Corporate Level

6.3.2.3 Performance Management

a. Tracking of employee performance appraisal completion and next appraisal date.
b. Employee Performance Appraisal system (including mid-term review) should have workflow basis and should be linked to business data of each branch / office where he has worked during the performance review year.
c. The module should also have linkages with training module (for the training need analysis), potential appraisal and identification of competencies
d. Different Appraisals formats with multiple levels of appraisal.
e. All performance histories must be maintained in the system for easy decision making.
f. Special Performance Review to be done for employees posted in specialized posts.
g. Frequency and Approval Workflow of Special Performance Review may or may not be similar to existing performance appraisal.

6.3.2.4 Talent Management

6.3.2.4.1 Career Planning

a. Ability for employee to add aspired career roles . Ability to limit number of aspired career roles for a certain group. Restricting career plan creation to certain employee groups (eg: only certain bands/grades).
b. Ability for system to suggest recommended career roles and paths based on the configurable career lattice structures.
c. Approval flow to get triggered across employee career role selection.
d. Ability of the system to link the registered roles with different learning paths.
e. Ability of the system to link multiple learning libraries with one single career path and multiple career path to one single learning library.

6.3.2.4.2 Succession Planning

a. Ability of the system to implement Succession planning Role wise and Position wise.
b. Ability to identify and flag critical roles and incumbents for which succession planning is to be enabled
c. Ability to define success profile based on custom criteria (eg: education, experience, proficiency levels in competency/skill) for critical roles in the org
d. System to have the ability to suggest internal candidates based on success profile for a critical
e. Ability to add candidates to the successor pool
f. Talent search to match requirements of person-to-person and job-to-person
g. Ability to map readiness to each successor who has been identified
h. Ability for admin to create succession plans for each individual candidate
i. Ability to define roles in the organization (in terms of Position, Job Family, Job code, Job task)
j. Ability to define competency clusters (combination of multiple competencies of similar nature and its minimum proficiency requirement) and attach the same to roles.
k. Ability to capture the employees' interest level as well as the experience in usage of the acquired competencies
l. Map competency that employees' gain from completing a course completed or training program attended and provide for automatic updating of employee competency inventory (from training module)
m. Flexibility to configure assessment frameworks with any combination of

rating scales, evaluation parameters, review cycles and goal/competency parameters

n. Can managers make competency assessment on pre-designed metrics and should facilitate in all employee development initiatives like recruitment, training, succession planning, appraisals etc

6.3.2.5 Employee Engagement

a. System generated posts for events like new joiners, birthdays and work anniversaries posted to employee's mail.
b. Ability to restrict givers rewards and recognition programs according to designation, department, location, cadre, class, etc.
c. Customized Appreciation and Thank you Cards to be able to post directly to employee's mailbox for various events at work

6.3.2.6 Recruitment

The system should be able to provide for below facilities pertaining to recruitment process:

a. Applicant tracking
b. Skills matching between applicants and positions
c. Generation of interview letters
d. Receipt of applications
e. Offer of employment
f. Unsuccessful application
g. Interview Scheduling
h. Employee Number Generation
i. Assignment of suitable jobs and positions
j. Updation of Rosters
k. Uploading of scanned documents
l. Release of offer letter

6.3.2.7 Payroll

The minimum specified scope of work to be undertaken by the selected bidder is mentioned below:

a. Payroll Processing will be centralized
b. Ensure smooth Payroll Processing, Statutory compliance reports, Simple Tax Declaration, Salary Loans & Advances workflow for all employee types Class- 1/Class-2/Class3/Class-4/ DIRECTORS, contract employees and Temporary workers.
c. Should handle multiple grade structure – including fixed and variable elements of pay.
d. Seamless integration with leaves, EMIs for advances/loans and all deductions/ reimbursements for calculation of pay, for ease of data access and compliance.
e. Configuration of heads of pay should be feasible at Organisation Level, state level, branch/ office level, cadre level, Grade level, Position level, Individual level etc.
f. Data of Employees would be available from HRMS Module which should be used for salary. System should pull in the required data from HRMS at the required frequency with effective start date and end date.
g. Rate charts (e.g HRA/CCA etc) should be configurable within the system.
h. On any new employee addition, check should be available on the PAN number of the employee. PAN to be validated with the NSDL site for correctness. Report to be made available for incorrect PAN.
i. Certain deductions are to be paid to Third Party. For these payments slips are to be generated and head wise amounts deducted should be made available in these heads for each branch.
j. Should calculate arrears on every component which is to be paid on pro-rata basis. Sample instances of arrear calculations required
k. Employee transferred from higher CCA to lower CCA. If paid on the basis of higher CCA earlier, the same should be recovered automatically by the system next month.
l. If employee is suspended/ effected punishment in previous month and data entry is done in current month, the system should recover amount from effective date.
m. If employee is given fitment it should be automatically pay rise from the effective date by applying DA rates as applicable at that point of time.
n. Arrears due to wage revision / Bipartite Settlement in which the entire salary structure would change with a particular effective date. System should be able to identify the changes in heads of pay with effective date

and compute the arrears to be paid under each head. Calculated arrears result for each salary head should be available for each month for which arrears are calculated. Arrears computation due to wage settlement should be separately generated and should not be with the regular salary generation.

o. Unpaid / half paid leave affected in payroll of particular month at leave availed date.

p. Manage Benefits and Perquisites by easy CTC claims and reimbursements.

q. Assist the LIC in providing self-service facilities to the employees like browsing Salary records, Printing of Pay Slips.

r. Loan and Advance Management Module including user definable Loan/Advances with EMI.

s. Perks Management Module handling various heads of perks for regular/irregular earning perquisites.

t. Salary Management Module for regular/ irregular earning and deduction as well as for pensioner employees.

u. Activity Management Module for Increment / Promotion / Transfer / Disciplinary / Officiating Tracking.

v. Arrear Calculation Module for Salary Arrears, DA Arrear, Increment Arrear.

w. Statutory Requirement Management Module handling all statutory earning/deduction as per rule.

x. Yearly Payment Management Module for yearly salary components transaction with security features.

y. Salary Generation Module with Location wise salary generation facility

z. Reports Generation Module includes Pay slip, Salary Register and all earn and deduct reports with Location/Department/Grade wise facility.

aa. Salary Reconciliation & Budgeting Module NPS deduction from salary of the employees.

bb. Notional PF calculation of the overseas employees as per staff rules.

cc. Integration of leave and attendance.

dd. Separate reports for regular employees and pensioner employees.

ee. Final Net salary report, Summary report, Branch wise salary report and Salary head wise salary report.

ff. Administrative Control Module for Admin Dashboard, defining information fields, Customized MIS Report Generation, User id creation and management, Access, Rights and Permissions and Controls.

gg. Lock Month facility to avoid changes in processed data.

hh. Give access to Employee to view all salary and Income Tax details like Pay

slip, Annual Salary, IT Projection, Yearly Payment

ii. Organization Chart, Sanctioned Posts and Staff in Position

jj. Preparation of annual manpower requirement, taking into consideration of various factors such as Sanctioned strength, Person in position, Separation including Attrition, Transfer & Promotions, Annual Business Plans etc.

kk. Preparation of annual manpower budget and approval from the competent authority.

ll. Creation of new Posts and approval process.

mm. Easy processes for submitting Investment Declaration for Income Tax.

nn. Pensioners portal and retired staff for processing pensions and reimbursements with complete employment history.

oo. Online declaration and facility to upload photo with time stamp and life certificate of the pensioners.

pp. All types of increment should be automatically generated by the system as per LIC rules.

6.3.2.7.1 Increment

a. All types of increment should be automatically generated by the system as per LIC rules.
b. System should be configurable for release of all types of Increments annual as well as stagnation increments.
c. Release of PQP AND FPP as per guidelines of the LIC. Including where release of increment date and release of PQP date are not same
d. System should allow notional Release of increments.
e. System should allow release of increments in case of Disciplinary Actions.
f. System should allow stoppage of Increments.
g. System should allow restoration of Increments from back date also
h. System should allow qualification Increments.
i. System should allow postponement of increments due to loss of pay.
j. System should allow release of Subsistence Allowance.
k. System should allow increment generation at the time of Suspension.(rules as per the cadre)
l. Increments Generation should be a scheduled activity and should run automatically as part of month begin activities.
m. Screens to be provided from front end to see the increment history and

well as current increment details.

n. Increments are required to be approved for different units/ region, hence system should allow for approvals by listing down the employees and region can use single button (select all) and approve all unapproved increments.

o. On Approval of increments system should automatically change the values in the heads of pay which are affected in the salary module and also update the next increment date.

6.3.2.7.2 Income Tax

a. Income Tax should be deducted from salary as per rules.

b. System should calculate Provisional Income tax (Calculation on salary paid so far and future salary to be computed on current month salary particulars) and prorate and deduct income tax for each month.

c. Online Investment declaration Provisional and Actual using self service

d. Actual Investment Declaration Forms should be approval based. Approvers should be able to view the forms which are they are authorised to approve.

e. Provisional Declaration forms does not need approval, it should be initialized as part of year begin activities.

f. Provision to send deadline reminders to users by Admin. LIC will facilitate in integration with the existing mailing solution.

g. Manager should be able to approve the investment declarations made by the employee.

h. Provision to upload the investment proofs by employee and the uploaded proof should be visible to the manger for verification.

i. Provision to reverse the approved declaration. This provision should be available at either Division/Zonal / Central Office level. Same should be allowed only till the time of last salary generation of MARCH.

j. After generation of salary if any rectification is needed, the feature should be available from front end to open month for re-computation.(for specific employee)

k. System should calculate tax and deduct the applicable tax on pro-rata basis. Wherever tax not applicable same should not be deducted. North East/Sikkim etc where tax is not to be deducted, tax should automatically stop. When employee is transferred back to any other state, accordingly tax deduction should start.

l. Change in income tax rules by government should be provided as patch updation.

m. Statutory formats should be available ready for print as per the requirement of the unit (branch/division/zone/central office).
n. Income tax as applicable should be deducted by the system for any type of payments (including arrears) to employees / ex-employees as per rules.
o. If any payment of arrears is done in the system w.r.t to either salary, terminal benefits, employee benefits, leave encashment, incentive etc, the same should be included under the respective head for income tax computation and computation of tax to be done accordingly.
p. Form 16 PART A of any financial year should be available to the employees in self- service and the same would be digitally signed. The digital signature will be provided by the LIC.
q. Form 16 PART B of any financial year should be available to the employees in self- service in PDF format
r. Reconciliation reports giving employee wise, branch wise tax deducted for reconciling with income tax credited.
s. Tax to be deducted on FULL AND FINAL settlement as per rules.
t. Calculation of perquisites as per rules.
u. Screens to be provided for obtaining values required for purpose of computation of perquisites.
v. Separate screen to refund tax and recomputed salary.
w. Income tax computation sheet should be available in employee self-service.
x. Income of employees who are rehired should be automatically clubbed for the financial year based on the PAN Number.
y. Centralized filing of ETDS returns. System should make available files in the format that is to be directly uploading for filing of returns.
z. In case of errors, it should allow for reprocessing.
aa. Provide report of the errors observed in income tax computation.
bb. Changes incorporated by the income tax department should be configurable from front end.
cc. New forms that are introduced by Income tax department should be made available by support team.
dd. If any arrears/payment is made to the ex-employee, income tax should be deducted if applicable and should be issued FORM 16.
ee. Shadow account of tax pool account to be maintained so that balances can be reconciled with the account.
ff. Tax transactions should reconcile branch-wise and employee-wise.
gg. Leave Encashment which is reimbursed through the benefits/travel module required to be automatically added to the respective month

income tax calculation payments which are not made as part of the salary like BONUS/INCENTIVES/LOYALTY BONUS/ COURSE INCENTIVEs/MEDICAL etc if taxable should be automatically added to the gross salary for computation of tax

6.3.2.7.3 Perquisites Tax

a. Perquisites have to be Auto calculated by the system based on the rules.
b. Provision for Perquisites tax recovery for excess payment from employee at the end of the financial year.
c. Reconciliation reports giving employee wise, branch wise perquisite tax deducted for reconciling with Perquisite tax credited .

6.3.2.7.4 Filing Of ETDS Returns

a. Centralised filing of ETDS returns. System should make available files in the format that is to be directly uploading for filing of returns.
b. System should provide for running Data validation utility by income tax department.
c. In case of errors, it should allow for reprocessing.
d. Provision to incorporate the challan numbers after filing of ETDS.
e. When the tax amount is in excess to that which is allowed in one challan, system should automatically spilt the challan.

6.3.2.7.5 Full And Final Settlement (F&F).

a. Provision to include Investment details after employee ceases to be employee and
b. rerun full & final settlement.
c. Automatically compute leave encashment payable to the employee from the leave records and incorporate while doing Full & Final.
d. Trust payments (GRATUITY, ARB, PF etc) computation of pension to the employee to automatically flow in from data provided by TRUST department. These fields will be non-updatable by employee/ supervisors, amount will be input only by trust department / Trust Module.
e. Provision to RERUN F&F any number of times. Only excess Tax to be deducted. And diff amount to be paid.
f. System should allow for F& F settlement any time in future also.
g. System should not refund any tax directly to employees.
h. System should handle any payment made to employee after retirement and F&F also (ie. Any kind of arrear/ recovery).

6.3.2.8 Reports Generation and MIS

a. Standard reports generation pertaining to the different modules (not exhaustive) mentioned in RFP
b. Ability to customize the dynamic reports generation
c. Dynamic dashboard visibility basis as per the restrictions criteria defined from time to time

6.3.2.9 Manpower Planning.

a. The system should have function to define requirement plans (periodic) in terms of specific skills, job descriptions, Qualifications, experience, designation, etc.
b. Facility to support analysis of proposed (planned) manpower strength, existing working strength and the gap for which recruitment is required.
c. Capability to prepare post based roster to arrive at recruitment backlog, if any, for the SC/ST/OBC/PwD categories
d. Provision to arrive at the staff position on a given date and generation of various reports viz, Cadre-wise, Area wise, with further classification as to gender-wise, Scale-wise, Special Assistants Branch/ DO wise/ZO wise/State wise/ Dist. wise
e. The system must have ability to provide yearly recruitment plan according to the forecasted requirements
f. Capability to analyze the unit-wise, cadre-wise, grade-wise resources available and required and do a gap analysis with specific time frame.
g. The system should be able to assess the branch (such as small, medium, large), division wise and zone wise categorization as per business figures, Policy served, claims (death, maturity) settlement figure, surrender data ,etc from ERP and BI with reference to policies and premium.
h. Ability to auto calculate vacancies based on rules e.g. upward movement/wastages/ position/upgrades/ downgrades/ available manpower in the particular grade (provision for user intervention should be available)

6.3.2.10 LMS

a. Upload of documents – The solution should allow uploading of documents to a central document management server.
b. Document search facility – The solution should allow searching of

documents based upon keywords assigned to documents.

c. Audit trail – The solution must be capable of maintaining an audit trail for the various documents uploaded into the system.
d. Provision for Solution repository - Queries, Solution to problems faced,
e. Provision for FAQs
f. User access controls – The solution should be able to define user access restrictions to the documents uploaded into the system via a GUI.
g. Creation of courses – The trainers must be able to select the various modules created by the Bidder and assign them to a particular course.
h. Assignment of courses - The solution must have the facility to assign courses to individual learners and groups of users.
i. Invite registrations for a course – A trainer can create a course and invite registrations/nominations for the course.
j. View course status reports – The solution must be capable of generating course completion status reports for each participant.
k. Course calendar and marking course completion – The trainer must be able to link the courses to a course calendar and the system must be able to track the course schedule against actual participation. The trainer must be able to mark a course as completed
l. Categorize courses as mandatory or elective – The trainer must be able to categorize courses as mandatory or elective and the system must be able to track participation accordingly.
m. Course participation reports – The system should support a dashboard which will display to the trainer the number of participants who have completed the course, the number of participants who are yet to undertake the course and in case of mandatory course
n. Intimation on course information – When a new course is assigned to a participant, the system should generate an intimation which will inform the participant of the course details including whether the course is mandatory or optional, the course calendar
o. Registration for a course – The participant should be able to view open courses and register for the course.
p. Cancellation of registration – The participant should be able to cancel his/her registration in case of self-registration for a course.
q. "Launch courses from any device (mobile/tablet/desktop/ laptop) with a browser – The solution must support a browser based interface using which a participant can
r. Browse through the course documentation
s. Launch various document formats including PDF, DOC, and PPT etc.
t. Provision for files download and view restriction

u. Electronically sign completed document-based training
v. View the learner's own information
w. Perform key-word search on course contents
x. Undertake a course – The system should allow the participant to browse through the course contents using a friendly navigation interface and also have the facility to save course progress so that the participant can continue from the break point on next l
y. Configure user groups, roles and privileges – The system should allow administrators to configure user groups, user roles and assign privileges accordingly.
z. The system should be capable of reporting on all aspects of training by user/user group/region etc. The reporting should be available based on training completed, the training required, training scheduled, training in progress etc
aa. Capability of training needs analysis as per business needs
bb. Training needs from performance appraisal, employee requests, department requests received in predefined format to be considered during training demand planning
cc. The system should be capable of capturing qualification/training completed by the employee externally or prior to joining the organisation. This information should be imputable by the employee/concerned department
dd. Provision to send timetable of the course to employee via mail to get confirmation for the attendance of employee for the
ee. Facility to support preparation of yearly (or user defined) training calendar
ff. Track and schedule courses for both in--house and external courses
gg. Facility to receive "Training Needs Analysis" forms from various regions / branches for the purpose of creating a training plan
hh. Provision to maintain minimum and maximum number of candidates per course and create waiting lists if enrolments exceed maximum number of candidates
ii. Provision to auto enrol waitlisted candidates
jj. Facility to record test results conducted as a part of the training certification
kk. Record and review student feedback for various parameters viz., training facility, instructor, and course materials
ll. Maintain Training history of all employees with effective dates
mm. Capability to maintain training budgets at employee level, department level, senior management level

nn. Ability to rack training budgets for training periods

oo. Ability to track training costs

pp. Maintenance of course fees paid to external training institutes

qq. Maintenance of Training Budget for internal institutes

rr. Ability to calculate cost benefit analysis

ss. Support the process of Induction Training for new recruits by integrating with the recruitment module

tt. Maintenance of history on number of personnel trained – monthly, quarterly, half- yearly, yearly and cumulative – Region -wise / state- wise / training center -wise separately for officers / award staff / category -wise / scale- wise etc

uu. Provision to evaluate post -training utilization

vv. Identify training needs based on TNA and recommendations in Performance Appraisal system

ww. Facility to generate list of employees to be trained and the area of training based on recommendations by competent authority (in PMS)

xx. Ability to link of the Competency mapping, PMS, Annual Training plan

yy. Ability to view seat utilization by various offices of LIC at each of the training establishments

zz. Ability to generate program-wise/ course-wise / faculty-wise feedback /rating summarization report.

aaa. The system should be capable of capturing training expenditure vis-a-vis training budget for each employee

bbb. Track various types of training expenses, including course expenses, reimbursements, etc.,

ccc. Ability to capture details of honorarium paid to guest faculty

ddd. Maintaining a panel of guest faculty with various specializations with their biodata and address, telephone no., email id.

eee. Total number of sessions scheduled (including outstation programmes, sessions handled jointly in computer lab / presentation skills & sessions handled inhouse)

fff. Average number of sessions handled per faculty per week No. of sessions handled by outside guest speakers.

ggg. Conduct online tests – The solution must support creation of online question banks and administration of online tests. The solution must support creation of tests with random selection of questions.

hhh. The questionnaires should allow us to randomized questions and answers both to help prevent users from copying answers from others or memorizing questions and answers to share with others.

iii. We should be able to define the score for question answers directly in each questionnaire.

jjj. The system should allow using of formulas to calculate questionnaire Scores like summation, percentage or average

kkk. The Questionnaire must allow configuration of all Four types of questions like Text, Single choice, Multiple choice & No response

lll. The Questionnaire must allow respondents to upload attachments with their responses,

mmm. The system should have a Question Library for reusing the question for the next year

nnn. The system should allow creation of report on response data collected for a questionnaire

ooo. Ability to analyze the feedbacks provided by the employees and plan the next course of action

ppp. Ability to set the duration of questionnaire

qqq. Ability to store the duration in which a questionnaire is completed by the employee

rrr. Ability to summarise report of employee with respect to the duration on course completion. (eg Employee spending how much time in reading a file or watching a video)

sss. System should have Facility to initiate live class trainings on the go (standalone, google meet, etc.)

ttt. System should allow provision to monitor retention of employees in the area trained

6.3.2.10.1 Training

a. System should allow integration with other packages dealing with Trainings
b. Ability to assign trainings automatically
c. Ability to track status of trainings assigned
d. Ability to send auto reminders on non-completion of mandatory training
e. Ability to support different modality of trainings such as Virtual, Online, Classroom etc.
f. Ability to associate Quizzes/Exams along with any trainings
g. Ability to automatically update employee profile on completion of training
h. Ability to support statutory trainings
i. Ability to report on the total number of hours training completed.
j. Ability to report on number of employees not attended any training last year

k. Ability to take online training on mobile devices
l. Ability to generate course schedule and allotment of trainers once the pool for the same is created

6.3.2.11 Promotion and Transfer

a. The system should be able to identify people who qualify for next successive position on user-defined parameters.
b. The system should have provision for creating vacancies for such positions.
c. Provision for Online application and workflow based eligibility check should be present
d. The entire selection process should be tracked and captured in the system for later retrieval.
e. System should allow seniority creation as per rules of the LIC.
f. Deployment decisions based on skills requirement (skill based routing) and earlier experience in the organization must be facilitated by the system.
g. System should be able to maintain an online career history of the employee.
h. System should allow provision of Request transfers with workflow
i. System should allow Career progression requests
j. System should allow Generation of dynamic posting orders with respect to different verticals, class, cadres, etc
k. System should allow release of promotion list for different cadres, class, verticals, etc
l. Reporting of vacant positions in the organization before and after the promotion / transfer exercise

6.3.2.12 Employee Benefits

a. System should allow configuration of all types of monthly, quarterly, annual and other periodicity claim reimbursements.
b. System should allow employees to apply for various reimbursements as per the eligibility rules.(-- Auto-Reminders via Notifications to employee for pending claims)
c. System should be able to configure eligibility rules which may be based on grade, position, organization etc.
d. Some claims are based on BLOCKS (Entertainment expenses, Uniforms, Domiciliary Medical etc). System should allow to define scheme as blocks.

Auto- Reminders via Notifications to employee for expiring LTC block.

e. System should automatically initialise the blocks for all employees at the frequency decided by the LIC rules.
f. For some employee claims, manager approval is required, for others it can be taken as auto approval. System should allow for configuration of this feature.
g. Once approved, vouchers should be generated for credit to employees benefit account and debit to respective PL heads.
h. System should have tags to confirm that payment is not done twice for the same claim.
i. Reconciliation reports for claim applied and claim credited.
j. Integration with Core to take care that when the number of claims are very high no time lag is introduced in payment or bring down the Core system.
k. Web Module and Mobile app to be made available to employees and managers for \claiming and approving.
l. Where employees are not able to do an online application, system should allow for application to be entered into the system from front end by identified branch/division/zone/central office.
m. For some claims, balance can be carry forward to the next year. Some claim will expire if not availed, system should help configure claims to incorporate this feature.
n. Provision for part payment of the entitlements. As and when employee claims, the balance gets reduced.
o. Provision for payment of difference of enhanced amounts when the entitlement of the employee changes (Arrears Payment). Provision of payment of Difference on account of promotion
p. Reports as required in this module.
q. Wherever arrears are payable, the Arrears calculation sheet of each employee/ex- employee.
r. Accounting of these payments / expenses / reimbursements made to an individual needs to be captured in the system to have the summary of CTC calculation as well as expenses under each Expenditure Head.
s. Some leaves are Paid leaves when payment is released for these type of leave, leave balance should be reduced by the system.
t. System should allow employees to apply for LEAVE ENCASHMENT online using self-service. Also provision for supervisor to directly input the same the system.
u. The same should be routed for the approval process. If Supervisor is inputting into the system then approval process may be discarded.
v. Once the same is approved, leave balances should be automatically

updated and payment should be routed to the Core system.

w. Leave Encashment paid should be taken in payroll as per rules in LIC.
x. At the time of employee's separation, leave encashment should be computed as per eligibility rules of LIC and paid through the F&F module while doing the full and final settlement.
y. Provision to Calculate Arrears of LEAVE ENCASHMENT from a particular period when there is a change in any of the components of leave encashment.
z. Amount paid should be added to the income and tax to be deducted as per income tax rules.
aa. Arrears have to be calculated and paid for employee as well as ex-employee.
bb. Payment of Leave Encashment is to be routed to core system for credit to employees' account.
cc. Vouchers for the same to be posted in Core system with proper identification tags.
dd. Wherever arrears are payable, the Arrears calculation sheet of each employee/ex- employee.

6.3.2.12.1 Various Staff Welfare Schemes

a. LIC has various welfare schemes like holiday homes, scholarships, hospitalization, ex-gratia medical schemes, educational schemes, and reimbursement of medical expenses for mentally retarded children etc.
b. Accounting of these payments / expenses / reimbursements made to an individual needs to be captured in the system to have the summary of CTC calculation as well as expenses under each Expenditure Head.
c. Employees can apply online for the applicable schemes, Managers can approve and then payments need to be made.
d. For some schemes automatic approval is to be configured as per rules
e. Request for approval of special schemes as may be required (health check-up, professional courses)
f. System should support document upload (Bills, Certificates)

6.3.2.12.2 Travel Expenses (TA/DA Claims), LTC/LFC Claims

a. Employees can apply online for the applicable schemes; Managers can approve and then payments need to be made
b. System should allow Approval as per rules.

c. Masters required for claim configurations. Claims should be configurable as per rules of the LIC.
d. System should have provision to upload proof documents.
e. The Travel Expense module should be tightly integrated to Base HCM Modules.

6.3.2.12.3 Employee Loan Module

a. Ability to manage workflow for Application.
b. Ability to manage workflow for Approvals based on rules
c. Ability to manage workflow for Administration of Loans
d. Ability to perform integration with Core system.
e. Ability to sanction loan by competent authority, auto configures loan approval in Core system.

6.3.2.13 Separation

a. Provision to include Investment details after employee ceases to be employee and rerun full & final settlement.
b. Automatically compute leave encashment payable to the employee from the leave records and incorporate while doing Full & Final.
c. Trust payments (GRATUITY, ARB, PF etc) computation of pension to the employee to automatically flow in from data provided by TRUST department. These fields will be non-updatable by employee/ supervisors, amount will be input only by trust department / Trust Module.
d. Provision to RERUN F&F any number of times. Only excess Tax to be deducted. And diff amount to be paid.
e. System should allow for F& F settlement any time in future also.
f. System should not refund any tax directly to employees.
g. System should handle any payment made to employee after retirement and F&F also (ie. Any kind of arrear/ recovery).
h. PF, Pension, Gratuity, Additional Retirement benefit are the terminal benefits available to employees in the LIC.
i. National Pension Scheme (NPS)—System should make available format for upload to CDSL. Also provide for PRAN upload for employee and RECONCILIATION
j. The system should be capable to do accounting of the funds deployed, interest application, generate reports, and calculate pensionary and other terminal benefits payments due to employees.
k. As regards, contributions of employees towards terminal benefits data to be captured from payroll module.

l. Functionality to facilitate business decisions for funds deployment.
m. Ability to manage workflow for Provident Fund
n. Ability to manage workflow for Pension
o. Ability to manage workflow for Gratuity
p. Ability to manage workflow for Additional Retirement Benefit
q. Ability to manage workflow for Bonus
r. Ability to manage workflow for deployment of Funds of the Trust
s. Arrears payment for the above along with income tax calculations.
t. Arrears calculation sheets should be provided
u. Data should automatically flow from trust module to the salary module for payment of F&F benefits. Income Tax should be computed accordingly. The trust module should provide the data in a fixed format and the same will be consumed by payroll.
v. System should be able to generate calculation sheets of the provisional amounts of all terminal benefits at any time without needing the employee to actually separate from the LIC. (i.e. an employee should be able to see his gratuity, pf, pension etc. as on date as per his eligibility).
w. Ability to generate reports required for this module.
x. Preparation & Maintenance of the Agenda / minutes of the Trust meeting.
y. Calculation of Gratuity, Pension to be done by system.
z. Provision for maintenance of PF accounts & NPS accounts employee wise.
aa. Ability to have Integrated system of Trusts, HRMS & Payroll. Integration with Core system.

6.3.2.14 Disciplinary and Vigilance

a. Provision for creating disciplinary cases of employees pertaining to vigilance and non-vigilance aspects.
b. Ability to view case summary, details of inquiring and presenting officers, progress chart of the case, punishment imposed (also historical details of such punishments), appeals, final disposal etc. should be captured.
c. Ability to execute Implementation of Punishment
d. Ability to issue letter to the employee with respect to the outcome of the case
e. Integration with payroll module and core HR for reflection of the outcome of the case

6.3.2.15 Employee Grievance.

a. Ability to set the different level of offices (i.e CO/ZO/DO/BO) for the registration of grievance as per the mapping of employee raising the grievance
b. Ability of the system to generate reference numbers for every grievance and use them as thread for all the ongoing procedures.
c. Ability of the system to handle different escalation levels for employees mapped to different office purview
d. Ability to set the Staff Grievance officer (SGO) for multiple levels who will handle the grievance raised by the employee
e. Ability of the system to create different concurrent workflows.
f. Ability of the system to allow SGOs to refer higher offices within stipulated time.
g. Ability to forward and revert the grievance with reference to the escalation matrix provided by LIC
h. Ability of the system to handle different escalation levels for employees mapped to different office purview
i. Ability to generate reports with reference to the grievance pending
j. Ability to register grievance mentioning the concerned department
k. Ability to track the real-time status of all grievance raised
l. Ability to check the comments mentioned by respective SGO
m. Ability to capture grievances of employees and resolution thereof as per LIC rules

6.3.2.16 HR Processes

6.3.2.16.1 Stagnation

a. Ability of the system to fetch the disciplinary and vigilance clearance for the issue of Stagnation increment of the employee
b. Ability of the system to interact with payroll module for the reflection of the stagnation increment amount, fixed personal allowance, etc.
c. Ability of the system to interact with payroll module for the reflection of Fixed Personnel Allowance(FPA) to the employees for the policies defined by LIC
d. Ability to configure the increment amount for each consecutive year with respect to cadre and class of the employee
e. Ability to enable the stagnation increment as per the pre-defined rules by LIC for each cadre
f. Ability to issue stagnation confidential report when stagnation is due for a

predefined amount of time

6.3.2.16.2 Fixation

a. Ability to be linked to HTR module to record the choice of employee i.e. immediate or Normal Grade Increment
b. Ability to fetch the current basic pay and pre-promotional pay from payroll module
c. Ability to be linked to payroll module to reflect the Normal Grade Increment date such that increment for the employee can be reflected

6.3.2.16.3 Confirmation

a. Ability of the system to interact with the promotion module, leave module, performance module, etc to capture the promotion details, leave details, performance report, etc to decide the extension of probation
b. Ability of the system to put employee on probation on the eve of promotion, or when the employee is newly recruited, etc.
c. Ability to extend the probation depending on the various factors decided by LIC
d. Ability of the system to mark the employee as confirmed as per the rules defined by LIC
e. Ability to configure the approval flow for the confirmation
f. Ability to define the duration of probation with respect to cadre and class of the employee

6.3.2.17 Miscellaneous Functions

6.3.2.17.1 User Roles/Accesses

a. Access has to be given based on the type of Office the employee is posted in (Branch/division/zone/central office).
b. Identified person at the Branch Level is only to be having access to edit the payroll heads of pay as allowed by the corporate office and only of the employees posted in that region.
c. Identified persons at the region/zone to have access to all branches of the region.
d. Hierarchy of Branches and division, Zones to be maintained within the system.
e. Assignment of role to be allowed at the regional office level, as soon as role is assigned, the stated access will be available to the employee of the branch.
f. Automatic removal of roles once the employee has been transferred from the office for which the role was allotted or employee has separated from

the organization.

6.3.2.17.2 Month End/Begin Activities, Year End/Begin Activities.

a. Leaves not accounted for in the previous month should be carry forwarded to this month for deduction in applicable heads of pay.
b. Menus which are to be deactivated/activated for closing of payroll month should be automatic (leave approval screens, accommodation type entry screens, etc.)
c. Menus to be activated or deactivated for closing at year end should be automatic.

6.3.2.18 Mobile Application

a. All features which are available in SELF SERVICE should be available in the MOBILE APP for payroll.
b. Approvals Workflow should be available in the MOBILE APP.
c. Ability for all employees to perform the following-
    i. Ability to update bank account information for payroll processing/ claim credit
    ii. Ability to apply for leave
    iii. Ability to submit travel requests
    iv. Ability to book, cancel and check status of Guest home applications
    v. Ability to obtain pay slips (everyday changes to be visible once salary generation for the current month is scheduled)
    vi. Ability to obtain Income Tax Computation Statement
    vii. Ability to obtain month-wise salary breakdown
    viii. Ability to check leave balances
    ix. Ability to check loan balances.
    x. Ability to check List of claims pending for applying.
    xi. Ability to check FORM 16 PART A & PART B (As Applicable)
    xii. Ability to check PF STATEMENT.
    xiii. System should show provisional calculation of terminal benefits (gratuity, ARB, leave encashment etc.) as on date
    xiv. Ability to apply and view for VPF deductions (only eligible employees to apply)/LIC details under SSS
    xv. Provision to view Income Tax Declaration (Provisional/Actual)
    xvi. Provision for online Filling in of Terminal Benefit Application forms
    xvii. Apply Claims including TE etc as per their eligibility
d. Ability for Managers to perform the following:

i. Approve employee changes
ii. Approve holiday home bookings
iii. Approve leave applications
iv. Approve different allowance request.
v. Approve travel requests etc.,
vi. Approve Final investment declarations in FORM C -Income tax declarations.
vii. Approve Reimbursement requests (i.e. which is following approval workflow)

e. Ability for all ex-employees to perform the following
   i. Ability to apply for Guest House Booking
   ii. Ability to view Income tax computation sheets
   iii. Ability to view Arrear Computation sheet.
   iv. Ability to view Pension Statements.
   v. Ability to view Form 16 A / B for Pensioners
   vi. For those employees who are not able to apply online, System should allow their applications to be entered into the system by the Branch/Regional office authorized user

6.3.2.19 Custom Workflows / Dynamic Forms

a. Ability to support multiple form elements - Radio button, Check box, Text field, Dropdown, Multi-Select Dropdown, Date
b. Ability to do multiple export options - CSV, Excel, Word, PDF, etc.
c. Ability to create custom forms using a simple drag and drop UI with customizable field types
d. Ability to add validations to form fields and connect to APIs
e. Ability to define conditional dependency between form fields.
f. Ability to define calculation logic which can be used across clearance forms.
g. Ability to track progress of any workflow and complete pending tasks on Employee and Admin Dashboards
h. Version control on workflows and forms to ensure smooth transitions during process changes
i. Ability to define workflows applicability using application logic - selected roles, departments, BUs, locations, band, grade and employee types
j. Ability to define the workflow execution flow and dependencies i.e. which task is followed by which task
k. Ability to control task trigger dates through trigger points set before/after the approval/effective dates

l. Ability to control form visibility at each stage level
m. Ability to set skip conditions to remove assignment redundancy in business process flows
n. Ability to control form visibility at each stage level
o. Ability to set skip conditions to remove assignment redundancy in business process flows
p. Ability to create custom workflows for transfers and business flows
q. Ability to create lifecycle dates such as Date of Joining, Date of Confirmation, Work Anniversary and Absconding Date
r. Ability to create custom flow for inter and intra company role change, location and manager changes
s. Flexibility to make fields changes mandatory along with movement - like Job level, Contribution level etc.
t. Ability to include Custom Workflows in Employee Movement Optional Fields
u. Ability to change Employee type and subtype in workflow
v. Ability to define auto-completion settings (conditions to complete a particular step in the flow)
w. Ability to initiate transfers between locations, managers and roles (both inter and intra company)
x. Ability to initiate employee movement (for changing role, location and manager together) and employee transfer workflows (for changing location and manager together)
y. Ability to initiate workflows on behalf of others
z. Ability to configure application forms for each initiator and create work flows according to the need of the hour
aa. Ability to send tasks to both new and old managers / HODs / HRBPs/ Permission Admins
bb. Ability to configure approval flow with multiple assignees at each level and workflow for each initiator
cc. Ability to enable escalation for workflows
dd. Ability to set SLAs for completion of approval task, where in case of a breach, the approval step gets auto-approved or auto-rejected.
ee. Ability to create multiple approval flows for the same custom flow depending on the initiator
ff. Tracking the workflow status for transfers
gg. Ability to retrigger tasks
hh. Ability to re-route an approval flow
ii. Dashboard for workflows

jj. Ability to track workflow progress and identify bottlenecks

6.3.3 System Deployment and Implementation

The bidder is expected to perform the below mentioned activities as part of the phase:

a. Create an implementation plan outlining the scope, approach, and execution plan for the deployment.
b. Provide overall configuration and deployment schedule for LIC acceptance.
c. Develop implementation plans for use or execution by LIC, whether from existing systems to new systems, by either electronic or manual methods
d. Develop, document, and maintain in the Policies and Procedures Manual implementation procedures that meet requirements and adhere to policies defined by LIC
e. Assist LIC in coordinating and reviewing all implementation plans, in accordance with change management policies.
f. The Bidder must implement all application functionality and must satisfy functional and technical requirements specified in this document. All functions must work correctly and efficiently according to the approved Implementation Plan.
g. The selected bidder should further provide the deliverables and sign-off process for each of the deliverables at various stages.
h. Coordinate implementation support activities with LIC
i. Perform appropriate tests on all enhancements as per requirements
j. Provide LIC personnel with training related to the implementation of enhancements and/or new products and Services per LIC's requirements, including training related materials
k. Deploy solution/enhancement

Overall, the bidder is expected to perform all necessary solution design, programming, development, unit and string testing, scripting, configuring, or customizing of solution modules as required to develop and implement the design plans and specifications

6.3.4 Documentation Requirement

The bidder is expected to provide the below mentioned activities as part of the requirement:

a. Recommend specifications and documentation format and content

per LIC's requirements

b. Provide system specifications, test cases for UAT and technical documentation
c. Develop operational processing flow
d. Provide enhancement documentation
e. Provide system and security procedures
f. Prepare updates and release notes
g. Document version control for all documentation for which Supplier is responsible.

6.3.5 Risk Management Requirement

The bidder is expected to perform the below mentioned activities as part of the phase:

a. Maintain a risk register which is a required part of the Issue and Risk Management Plan and should be populated with all known risks to the extent that they are recognized at any stage of the project. Maintenance and regular updating of risk register is the responsibility of the Bidder.
b. Develop a risk mitigation plan to identify different types of risk that can be encountered during the course of the project and the plan (with timelines) that will be used to mitigate them/plan for them.
c. This Risk Management Plan documents need to be maintained by the Bidder which should include approach to administering the risk management process to include identification, evaluation methodology, treatment, monitoring, and evaluation of the risk management process

6.3.6 Third-Party Components

a. The Bidder will be responsible to integrate and manage third- party components required for deploying a complete solution.

b. The selected bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the proposed solution. The interfaces required for the Solution need to be sized, developed, installed, tested, implemented, and maintained by the selected Bidder fully meeting the functional, technical and interfacing requirements during the contract period without any

additional cost to the LIC.

c. LIC during the period of the Contract, based on its technical and functional requirements may intend to add additional third-party applications and interfaces to the system. The Bidder must extend all necessary support and assistance for addition to the Solution with the required third-party applications and interfaces desired by LIC at no additional costs.

d. In addition to interfaces required for end-to-end solution for Human Resource Management System the selected Bidder must interface the Solution to the below mentioned applications of the LIC.
    i. LIC ERP eFEAP
    ii. Third party Bio-metric Attendance System.
    iii. Document Management Systems.(EDMS)
    iv. Enterprise Integration System (EIS)
    v. Email, SMS
    vi. Business Intelligence Applications
    vii. Enterprise-wide data warehouse
    viii. File Gateway
    ix. Integration with LIC's Security Operation Center (SOC) including SIEM, DAM, WAF
    x. Integration with LIC's AD (Microsoft AD), SSO.
    xi. Integration with WhatsApp/ Any other messaging Service(optional)
    xii. System should support traditional integration
        - Bulk upload of flat files
        - API based integration
        - Message based integration

6.3.7 High-level design and architectural principles

The Bidder is expected to ensure the proposed solution has/is:

a. Omni-channel experience
b. A secure solution that can take advantage of lower costs and better product enhancements
c. Scalable, Plug & Play Composable Architecture. The architecture should enable the institution to keep unbundling its services so that newer innovative services from the institution or its partners/fintech could be bundled- hence the need for continuous bundling and re- bundling to be

addressed by the architecture approach.

d. Cloud-Native Application & Deployment
e. Load agnostic performance experience to customers through dynamic allocation.
f. Responsive Design, Ease of Customization, and includes an efficient audit mechanism.

6.3.8 Integration / Migration Requirements with existing systems

The Bidder is expected to ensure the below points are taken into consideration in the integration and migration process:

6.3.8.1 Interface & Integration requirements

a. The Bidder will be responsible for integration and testing with third party components mentioned in section 6.3.6 as and when they go live and any other systems identified by LIC during the Contract period
b. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.
c. LIC expects that the integration/interface architecture is based around industry best practices.
d. The integration architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with enterprise architecture of LIC.
e. The Bidder must ensure that all applicable interfaces are automated with no manual intervention required for their successful operation on an on-going basis.
f. The Bidder will be responsible for setting up the test environment for interface testing.
g. The Bidder will help/assist LIC in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the LIC.
h. The Bidder will present to LIC the interface requirements for review. Any suggestions from LIC will have to be included by the Bidder.

6.3.8.2 Migration:

a. Selected bidder shall provide Data Migration services until the entire data is migrated successfully into the production environment and LIC goes live

on the HRMS Solutions at no additional cost.

b. The selected bidder will formulate the data migration strategy and process documentation within a period of fifteen (15) working days from the date of issue of purchase order.
c. The successful bidder will perform data mapping exercise between existing data and proposed solution, provide checkpoint reports to ensure thorough reconciliation of the data, while ensuring data integrity
d. The Bidder should provide a reconciliation tool to facilitate the migration process. As mentioned above, in the event of any gaps in the field mapping reports the same would be discussed with LIC and the agreed solution would be documented by the Bidder and signed-off from LIC. The Bidder shall ensure that workarounds or default values, moved to the production database as a result of gaps in the field mapping, are duly taken care of after successful migration to the new application, and that LIC officials are informed of the same in writing.
e. The selected bidder is required to understand the existing file structure and provide (the Data Extraction tool and If required, the tool will be customized by selected bidder to meet the LIC specific migration requirements to furnish the data in a format that can be loaded into the proposed application, perform the data upload activity and assist in performing checks to ensure data migration success.
f. The Bidder will need to migrate the master data and transactional data, migrate live and historical data from the current legacy systems to the new application.
g. It will be the responsibility of the Bidder to ensure complete data cleansing and validation for all data migrated from the legacy systems to the new application. The Bidder will use scripts to check the data quality, validation results and share the results of same with LIC for review and assessment of quality data migration carried out.
h. The Bidder will be responsible for assisting LIC in conducting the acceptance testing and in verifying the completeness and accuracy of the data migrated from the legacy applications to the new application. The Bidder shall perform mock data migration tests to validate the migrated data
i. The Bidder shall ensure that sufficient training is imparted to the data migration team of LIC with regards to the new application data structure, field mapping requirements, field validations, default values and gaps in field mapping reports
j. The Bidder will be responsible to develop control reports for verification of the data both before and after migration.
k. LIC will review and sign–off the Data Migration Strategy and process documents. All comments and suggestions of the LIC must be incorporated in the Data Migration Strategy and process documents before obtaining

sign– off.

l. Selected bidder may associate LIC's personnel proficient in the legacy systems for assistance during the data migration exercise and identify areas of data mapping and suggest data requirements for the gaps identified. In the event of any gaps in the field mapping reports, the same would be discussed
m. Selected bidder has to ensure that only experienced personnel who have past experience in data migration activities are deployed for data migration process. The personnel would need to be deployed at LIC's Office(s) at Mumbai location on full time basis during the engagement.
n. LIC reserves the right "to audit"/ "appoint an external auditor to audit" the process of data migration and/or the completeness and accuracy of the data migrated during the entire exercise of data migrations.
o. Any gaps/discrepancy observed will be reported in writing to selected bidder, who will act upon them and resolve the same immediately or within maximum 5 working days from the day of reporting the same.
p. The selected Bidder shall submit Migration Completion Report with all checks and balances verified and confirmed.
q. The Bidder will be responsible for data migration to the new system in case of contract termination, at no additional cost to LIC.

6.3.9 Hyper-Care Period

For each implementation phase, Hyper-Care will begin from Go-Live and will end after the completion of 3 months from the Go-Live date.

During hypercare tenure, dedicated teams to be available around the clock to address urgent issues, minimize downtime, and ensure the smooth operation of critical systems. They should provide immediate assistance, troubleshoot problems, and escalate issues as necessary to ensure timely resolution.

Hypercare support may involve activities such as:

a. Rapid response: Promptly addressing and resolving critical issues to minimize disruptions and maintain system functionality.
b. Technical Support: This includes providing technical assistance and troubleshooting for system-related issues. Technical support teams should help diagnose and resolve software bugs, configuration errors, connectivity problems, or performance issues.
c. Incident Management: A designated incident management team will be responsible for coordinating and tracking incidents during the hypercare

period. They should ensure that incidents are properly logged, prioritized, assigned to the appropriate teams, and resolved within the agreed-upon timeframes.

d. Communication and collaboration: Maintaining constant communication with stakeholders, including end-users, technical teams, and management, to provide updates and gather necessary information for issue resolution.
e. Documentation and Reporting: The bidder should document and report all incidents and their resolutions, creating a knowledge base that can be used for future reference and improvement.
f. Post-implementation support: Assisting users in adapting to new systems or workflows, providing training and addressing any issues that arise during the transition period.
g. Knowledge Transfer and Training: During hypercare, bidder should provide additional training or knowledge transfer sessions to end-users to help them adapt to new systems or workflows. This ensures that users are equipped with the necessary skills and understanding to effectively utilize the system.
h. Helpdesk Support: A dedicated helpdesk team should be available to receive and address user inquiries and issues. They should provide guidance, answer questions, and assist users in resolving problems related to the system.
i. On-Site Support: on-site support personnel will be deployed to assist users directly at the location where the system is being implemented or upgraded. They should provide hands-on assistance, training, and immediate troubleshooting for critical issues.

6.3.10 Support Requirements

The bidder is expected to provide full time support during the project and abide by the below terms:

a. Any fault/ issue/ defect failure intimated by LIC through any mode of communication like call/email etc. are to be acted upon, to adhere to the service levels.
b. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the Bidder.
c. The Bidder should have 24X7X365 monitoring, escalation, and resolution infrastructure through phone, email, SMS alerts and through service

application available via the Website.

d. The Bidder should have a dedicated support centre for LIC for all the initiatives being run by the corporation. This helpdesk shall be the Single Point of Contact (SPOC) for all business and IT services staff. This helpdesk will be the central collection point for service staff contact and control of the problem, change, and service management processes. This includes both incident management and service request management.
e. The Bidder should provide on-site support system as per LIC working hours.
f. Bidder should have the ability to generate MIS reports periodically for example Volume of calls / per day, resolution % per day, TAT for resolution, open ticket for each etc.
g. Enhancements would include changes in the software due to Statutory and Regulatory changes and changes required due to changes in industry and other HRD practices in India.
h. The bidder must perform system administration tasks such as managing the user access, creating and managing users, taking backups etc. and provide Unscheduled, on call, corrective and remedial maintenance and support services.
i. Escalation process should be in place for unresolved issues.
j. Selected Bidder must ensure the following while hiring/deploying resources for project,
    i. Experience: All resources of bidder must have at least Two years' experience in required skillset.
    ii. Sharing resources' profile: Resources' profile must be shared with LIC. LIC after evaluation of profile, will interact with resources and provide consent if found suitable for the project.
    iii. Attrition: - If one resource is out then same level of expectance, skill and competent resource should replace in the position with following the same interview Process with LIC.
    iv. Replacement of the resource should be provided within 15 days. LIC will charge penalty for non- availability of resource beyond 15 days.
    v. All resources deployed on project will work from onsite the location specified by LIC.
    vi. Knowledge Transfer: - Billing of new resources will start after successful completion of evaluation by LIC.
k. Bidder (along with OEM, if participating together) must provide their escalation matrix in the format given in *Annexure X.*

6.3.11 OEM engagement/ OEM Support:

a. Proposed team must include 3 resources from the OEM, who are on the payroll of the OEM (as defined below) who have to be mandatorily deployed onsite full time at LIC office as per the following specifications-

Profile

i. One Technical solution architect (12+ years relevant work experience)

AND

ii. Two Product functionality experts (8+ year relevant work experience)

Duration

i. Minimum duration of 15 months or up to go live of all modules (whichever is later).

AND

ii. During Hyper-Care, which will end after completion of 3 months from the go-Live of each phase

b. The above has to be confirmed by a letter from the OEM addressed to LIC with reference to this RFP. The letter should contain names of the proposed resources and CV's of these resources must be submitted in the technical BID.
c. Minimum 1 employee each from OEM and Bidder (in case OEM and Bidder are separate entity), must be present on-site for support in payroll during Hypercare Period. Additional employees will have to be deployed for managing other modules.
d. In case bidder is unable to resolve any critical issue or fulfil requirement, bidder should engage with OEM to bring in their Professional Consulting support and technical support during the engagement at its own cost. Any such engagement should be done with prior information to LIC. There would be no obligation to LIC to pay for this support and the price proposal should not include the cost of such consultation.

6.3.12 MIS Report Generation requirement

The Bidder is expected to ensure the below points are taken into consideration:

a. The system should be capable of generating reports specified in the functional requirement, the technical evaluation section and customized reports required by LIC from time to time.
b. The system should be capable of creating custom Analytical Dashboards etc.
c. A list of pre-configured reports should be specified along with the technical Bid.
d. The screen view and reports should offer complete drill down facility. It should be possible to drill down from a macro picture to the micro or lower most detail stored in the system. The reports should be supported with a strong graphical user interface that is customizable
e. Provide the capability to rapidly generate additional reports with an easy-to-use report writer tool/wizard.
f. Minimum 200 standard reports will have to be delivered in addition to the reports specified in the functional requirement document.

6.3.13 Audit requirements

It is the responsibility of the selected Bidder to:

a. Provide audit report of the process and infrastructure from CERT-In empanelled ISSP, periodically, at least once in a year or as requested by LIC (on its own expenses)
b. Maintain a comprehensive audit trail not limited to (of addition, deletion, modification, activation, de-activation of users and their system rights, business transactions, batch operations) and on-screen view for all actions in the system including audit logs listing old and new values.
c. Provide facility to generate reports for meeting current and future audit, regulatory and statutory requirements.
d. Provide automated audit tools for LIC's internal/ concurrent/ statutory / IRDAI, RBI, or any other government authorities/inspectors for auditing all the components of the solution provided.

6.3.14 Transaction System

The final selected bidder shall provide solution that is able to meet the following requirements

a. The solution should be highly scalable to support the seasonal load on the

system like on the salary day, Payroll Processing, Attendance marking. The system should provide fast and steady response times (Quality of Service).

b. The system must be able to process transactions during peak hours with same performance levels for 5,000 concurrent users.
c. The solution should be operational with good response time using low band width in the region.
d. The maximum user response time should be less than 3 seconds and average response time should be less than 2 seconds.
e. Terminal devices (e.g. bio-metric device for access management) attached to the HRMS system shall experience response times (from the point at which the key is depressed to indicate the completion of a transaction until the transaction response is displayed at the terminal device) no greater than 3s (Three Seconds).
f. Making transaction on the system report generation should be less than 5s (Five Seconds)
g. Viewing of report of size <1 MB should not take more than 5s (Five Seconds).
h. The speed and efficiency of the system should not be affected with growing volumes, especially during search operations, reporting, MIS, online processes and batch processes.
i. The system should have Audit logs reporting & analysis tool.

6.3.15 Performance Requirements

The Bidder will have to guarantee a minimum uptime of 99.5%, calculated monthly. Application (As a whole / any module of the application) availability will be 99.5% on 24x7x365. The uptime will be calculated as per the details givenbelow. This requirement will also include upgrades & maintenance downtime

a. Uptime percentage - 100% less Unscheduled Downtime Percentage
b. Unscheduled Downtime percentage - Unavailable Time divided by Total Available Time, calculated monthly.
c. Total Available Time – 24 hrs. per day for seven days a week excluding planned downtime.
d. Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.
e. The penalty for not meeting the uptime requirement is specified in the Penalty Clause.
f. Increased application traffic during peak hours should not lead to lowness of application.

Thresholds:

Sr No	Metrics	Threshold
1	Uptime of Production environment	99.5%
2	Uptime of Non-Production environments	Development environment: 95% SIT environment: 95% UAT environment: 95%
3	Uptime of the monitoring tools for Production environments	99.5%

6.3.16 Scalability Requirements

The bidder shall provide solution that is able to meet the following requirements

a. LIC would also be introducing several complex and innovative instruments, configuration of these should be supported by the system the Bidder provides.
b. The approximate number of users is 98000 and 52000 pensioners. However, the Bidder should be capable of handling a larger number of users in case of changing business needs.

6.3.17 Quality Management Plan:

The plan must have the following;

a. Defined quality assurance responsibilities
b. Detailed definition of all deliverables by phase and associated acceptance criteria
c. Defined deliverable review process
d. Regularly scheduled reviews of key project phases and milestones
e. Identified target performance areas and proposed methods of measurement; establish the baseline metrics for the agreed upon goal areas; and assist LIC in determining the level of achievement of the performance goals

6.3.18 Regulatory / Compliance Requirements

The bidder shall provide solution that is able to meet the following requirements

a. The proposed solution must meet all statutory and regulatory requirements (including but not limited to compliance to GST regulations, IGAAP Accounting standards, IRDAI, SEBI, RBI regulations, data storage, and cloud regulations) from day one of the solutions going live. A declaration to this effect must be submitted by the Bidder with the technical Bid. (Refer to *Annexure E*)
b. Within the contract period, any new government/ regulatory requirements that impact the provided solution to LIC need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to LIC at no additional cost within the mandated timeline decided by government/ regulator to ensure LIC's compliance
c. The solution should be implemented as per industry best practices. It should be customized to meet LIC's requirements.
d. It should comply with India specific data security and access regulations and/or certifications.
e. In case LIC decided to extend the HRMS implementation for its foreign offices, bidder shall comply with the applicable country specific regulatory compliances.
f. Bidder shall comply with Data Governance policies and standards of LIC including data retention.
g. The bidder has to provide patches and fixes for all the regulatory and audit compliance requirements and observations during the contract period without any additional cost to the LIC.
h. The bidder has to provide encryption (minimum AES 256 or latest) of the LIC's data at rest and in motion.
i. Bidder shall provide key management solution.
j. The bidder has to ensure no data leakage.

6.3.19 Security Requirements

The bidder shall provide solution that is able to meet the following requirements

a. Bidder should secure LIC's data (if shared) while transiting, processing, at the store, during backup and archival, over external media, etc. with latest & secured encryption standards.
b. Bidder should completely erase the data after processing at their end, if so permitted to be stored.
c. Bidder should be willing to implement an efficient and sufficient preventive control to protect LIC's interests against any damage under section 43 of IT Act.
d. Bidder should ensure that all default admin and root users are deleted/disabled, and access is based on user-specific IDs and all such

accesses are logged.

e. Bidder should define proper access control for protecting LIC's data (if shared) and access to the data is strictly on a need-to-know Basis.
f. Bidder should ensure that the key used by it to encrypt LIC's data (if shared) should be different i.e., it should not be the same that was/is used for other clients.
g. Bidder should confirm that data should not be allowed to be downloaded or to prepare copies unless explicitly approved.
h. Bidder should perform periodic DR Drills as specified.
i. The Bidder will comply with the directions issued from time to time by LIC and the standards related to the security and safety as per best practices and standards prevalent in the industry and those stated in the RFP, in so far as it applies to the provision of the Services.
j. Each party to the Service Level Agreement shall also comply with project's information technology security standards and policies in force from time to time at each location of the project, in so far as the same applies to the provision of the Services.
k. The parties to the SLA shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the project's data, assets, facilities, or confidential information.
l. The Bidder shall upon reasonable notice by LIC or its designated agency participate in regular meetings when safety and information technology security matters are reviewed.
m. The parties under the SLA shall promptly report in writing to each other any act or omission which they are aware could have an adverse effect on the proper conduct of safety and information technology security at project's locations.
n. The bidder shall comply with LIC's Information Technology and Information Security Policies, procedures and guidelines applicable from time to time.
o. Technical security must include, at a minimum, the approach to each of the following:
    i. Application security and data sensitivity classification
    ii. Intrusion management
    iii. Monitoring and reporting
    iv. Host hardening
    v. Remote access
    vi. Encryption (AES 256-bit or latest)
    vii. Details of integration with LIC's Identity and Access Management Application

viii. Interface security
ix. Security test procedures
x. Security patch management
xi. Defending against viruses
xii. Secure Sockets Layer (SSL) for providing communications security

p. User Access Security: The Bidder will have to ensure that all the proposed applications integration with LIC's Identity & Access Management and Single Sign On solution. The Bidder shall also define the approach for user access security and the user access plan must cover a minimum of the following;
   i. Types and relationships between the application security elements, e.g., users, groups, and roles
   ii. Categorization of access into different security levels that will be defined by LIC to include, at a minimum, users, groups, and roles
   iii. Matrix of roles and privileges
   iv. Screen/Window level security
   v. Level of authorization/security for specific functions by individual user including module level security for grouping of screens/pages
   vi. Restrictions on modifying or overriding application edits and audits or altering application functionality
   vii. Security checks, before allowing access to any files including data, software, code, resources, or any other files resident with or accessed by LIC
   viii. Types of events that require logging and monitoring in response to specific situations.
   ix. Successful and unsuccessful logons and logoffs
   x. Successful and unsuccessful attempts to access security relevant files and utilities, including user authentication information
   xi. Log information on read, modify operations
   xii. Configuration changes made during auditing operations
   xiii. Unsuccessful usage of user identification or authentication mechanisms
   xiv. Changes to the time or any other sensitive field value
   xv. Activities that modify, bypass, or negate system security

controls

xvi. Use of privileged accounts

xvii. Administrator logons, changes to the administrator group, and account lockouts

xviii. Actions following log storage failure or exceeding threshold levels

xix. Modifications to user groups within a role

xx. Key recovery requests and associated responses

xxi. Access denials resulting from excessive numbers of logon attempts

xxii. Blocking or blacklisting of user ID, terminal, or access port

xxiii. Detected attacks

xxiv. Rejections of new sessions based on limits to number of concurrent sessions

The bidder should refer to "Non-Functional Requirements Document by LIC" for detailed security requirements and provide response as requested.

6.3.20 Backup , Archiving and Disaster Recovery & Business Continuity Plan

The selected bidder to provide the automatic data-backup and data-archiving facility as per LIC backup and data retention policy.

6.3.19.1 Disaster Recovery & Business Continuity Plan

a. The selected Bidder will be responsible for providing regular backup (full, incremental, and inclusive of log backup), disaster recovery (DR) services under the standard hosting agreement.
b. The selected bidder shall prepare a disaster recovery and business continuity plan and Disaster Recovery Plan that provides for adequate backup and recovery for all operations, both manual and automated, as per the LIC format and submit the same. The plan must include at a minimum the following:
    i. Recovery procedures from all events ranging from a minor malfunction to a major disaster
    ii. Checkpoint/restart capabilities
    iii. Retention and storage of backup files and software/software configuration

iv. Identification of the core business processes involved in the application
v. Documentation of contingency plans
vi. Definition of triggers for activating contingency plans
vii. Existing Infrastructure (OS, Network, Tools, etc.)

c. The bidder shall ensure that, the switch over and switch back between Production and DR should be automated and ensure RTO of 4 hour and RPO of 15 minutes are achieved.
d. Selected bidder shall provide real time dashboard to monitor DR sync status.
e. Selected bidder shall ensure testing of the disaster recovery procedure annually during LIC's scheduled disaster recovery exercise. The bidder shall conduct DR drill for seven days at the interval of every six months of project period wherein the Primary DC has to be deactivated and complete operations shall be carried out from the DR Site.
f. DR site to be provided by the same cloud provider, be a part of a professionally managed data centre, located at least 100 kilometres from the primary site
g. Designing and implementing data synchronization procedures for the DR Site. Periodic testing may be done to ensure that all replication and data synchronization procedures are in place all the time. Replication between Data Centre and DR Site as well as change-over during disaster should be automatic and real-time for minimal impact on user experience.
h. DR site testing must be carried out if there are any changes in the website
i. Architecture of the production must be replicated in DR

6.3.21 Training

a. The Selected Bidder will be responsible for training LIC's employees in the areas of parameterization, implementation, security, operation and migration operation, management, error handling, system administration, etc. The training and knowledge transfer should at least cover the following areas:
    i. Functionality available in the solution
    ii. Product setup and parameterization
    iii. Impact analysis
    iv. Advanced user training
    v. Techniques of generating various MIS reports
    vi. Using all the auditing tools being provided
    vii. Developing new audit reports/tools in the proposed solution

viii. System and Application administration
ix. Log analysis and monitoring
x. Techniques of generating various MIS reports/dashboards from the application
xi. User management.
xii. Application architecture and development.
xiii. Advanced trouble shooting techniques.
xiv. Production support
xv. Custom workflow management
xvi. Database and data dictionary

b. The training batches may be continuous or in a staggered fashion
c. The selected Bidder will be responsible for providing proper lab-based training and any required training materials to the trainees.
d. The Bidder will be responsible for preparing, circulating, and collecting training feedback forms from the participants.
e. The feedback forms will be prepared by the Bidder, reviewed, and given to LIC. The changes, if any, suggested by LIC should be incorporated and implemented by the Bidder.
f. The Bidder will provide a detailed training schedule to LIC for review and sign — off prior to commencement of the training including the training material.
g. Before the start of UAT, all core users of the system identified need to be trained for conducting UAT.
h. The Bidder will impart training to the trainers, who will in turn be responsible for training the end user, prior to the Go-Live. The Bidder must ensure that proficient personnel conduct the training at the respective training centres identified for the same.
i. The Bidder should ensure that the end user training is scheduled and completed at least a week prior to Go-Live.
j. The Bidder will be responsible for providing the users with the requisite training material and refresher courses in both hard, soft copies, e-learning courseware for the core team training, technical training, end user training and train the trainers. The onus of preparing the training material will be on the Bidder.
k. The bidder should Develop, document, and maintain in the Policies and Procedures Manual Training and knowledge transfer procedures that meet LIC's requirements and adhere to policies defined by LIC
l. LIC expects all trainings to be conducted from its premises or as may be mutually agreed.
m. Bidder to enable smooth migration to another system (if applicable) via proper handover of documents
n. The types of trainings that the Bidder is expected to provide are:

Sr. No.	Training Type	Audience
1	Executives	LIC Management Team
2	Core Team training	Core Project Team
3	End User Training	Business Users at various offices of LIC
4	Technical Training	LIC's software development team and support staff
5	Train the trainers	Identified businessand technical users

o. The selected Bidder must ensure that there is online help available for each functional area within the solution post-go-live of the application for every user of LIC.
p. Retraining may be requested by LIC, if required.

6.3.22 Legal Requirements

The bidder is expected to ensure the following:

a. Bidder to put in place a system of obtaining approval from LIC before carrying out any changes in their environment.
b. Bidder to confirm that it will not take any crucial decisions on behalf of LIC without written approval from LIC.
c. Bidder to confirm that it will not share LIC's data to any other party for any purpose without prior permission of LIC.

6.3.23 Review and Testing; Acceptance

a. Bidder should integrate the software with the existing systems as per requirement of the LIC and carry out thorough system integration testing.
b. System integration testing will be followed by user acceptance testing, plan for which has to be submitted by Bidder to LIC. The UAT (defined hereinafter) includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. LIC staff / third party Bidder designated by LIC will carry out the functional testing.

c. The staff / third party Bidder will need necessary on-site training for the purpose and should be provided by Bidder. Bidder should carry out other testing like resiliency/benchmarking/load etc. Bidder should submit result log for all testing to LIC
d. Any cost incurred by the Bidder in the said regard shall be deemed to be part of Total Project Cost and no additional cost shall be payable by LIC.
e. The Bidder will develop comprehensive test scenarios, test cases and test scripts that test each requirement in a logical and business process-oriented manner including the all the test data to support all the business scenarios. The Bidder should dedicate resources for this to work with the project team
f. LIC may also add test cases if it identifies any gaps. LIC shall participate in the UAT along with the Bidder; all necessary support needs to be provided by the selected Bidder to LIC.
g. The selected Bidder will convey to LIC that all the configurations that are required for Go-Live, as agreed upon and signed off by LIC are completed and the solution is ready for final testing.
h. The Bidder will assist LIC in conducting all the tests and analyzing/ comparing the results. Bidder shall provide adequate full-time resources conversant in respective business areas, for troubleshooting and resolving defects during the entire UAT process.
i. Any deviations/ discrepancies/ errors observed during the testing phase will be formally reported to the selected Bidder and the selected Bidder will have to resolve them immediately or within the UAT approach and guidelines formulated between the Bidder and LIC. The resolution timelines will be completely aligned to the project timeline of this RFP.
j. The selected Bidder will be responsible for maintaining appropriate program change control and version control for all the modifications/enhancements carried out during the implementation/testing phase.
k. The selected Bidder will be responsible for providing and updating system & user documentation as per the modifications.
l. The final acceptance of the upgraded system will be based on UAT sign off, moving the same into production and successful live run.

6.3.22.1 Unit and System Integration Testing

a. The Bidder should ensure that the various objects that make up the application are individually tested. The Unit test plan must document the Bidder's plan to execute and document the results of unit and integration testing
b. The system integration testing is aimed at proving that the system meets the stated requirements and objectives by validating the total system in a

real-world scenario.

c. System testing shall utilize "real" data, and shall be performed by the Bidder. The system test shall be intended to demonstrate the critical business functions of the application and the overall effectiveness of the user-facing aspects.
d. The following activities shall be covered during system testing;
    i. Business Function Scenarios as defined— data and business processes must be fully integrated across functional areas and that integration should be fully demonstrated
    ii. Business transaction testing
    iii. Error Message Testing
    iv. Documentation Testing
    v. End-to-end business process testing
    vi. Report Generation and Printing
    vii. Interface Testing (all Interfaces included as a part of the application)
    viii. Regression Testing
    ix. Integrity Testing
    x. Performance Testing (stress, load testing)
    xi. Security Testing
    xii. System Recovery and Restoration Testing

6.3.22.2 User Acceptance Testing

UAT will enable LIC to ensure that the application meets the functional, technical, and operational requirements as mentioned in this document and that it is ready for enterprise deployment and operational use. This activity will include preparation of the test environment, specification of dates and times for end users to conduct testing, knowledge transfer for any tools that will be used to assist end users during testing or for the production or viewing of results, and reporting of test results. Testing will ensure the operations, software and integration aspects of the application are functioning as designed, will certify the application meets contract requirements.

At a minimum, the following activities shall be performed by the Bidder as a part of the UAT:

a. Identification and provision of the required Bidder resources to support UAT activities
b. Development of the defect resolution management plan
c. Development of the overall UAT Test Plan and schedule
d. Development of required UAT Test Cases
e. Each requirement identified in the RFP shall be tested by at least one Test Case. One Test Case may provide for the testing of multiple requirements.
f. Compiling and evaluating the UAT Test results
g. All problems/errors reported shall be responded to within the

timelines as documented as a part of the SLA (*Annexure W*)

h. UAT Test reruns shall be treated as any other UAT test activity and documented accordingly

6.3.22.3 Performance, Volume and Stress Testing

The Bidder should verify that the application performs within the agreed performance requirements when under production loading. The Bidder must document the plan to ensure performance and volume, and stress testing is executed and documented.

The testing plan must include at a minimum the following:

a. Identification of any automated tools that will be used in performance and stress testing
b. Bidder will measure response times, transaction rates, and other time-sensitive requirements
c. Volume testing to verify that the application performs correctly and is usable with production volumes of data
d. Stress testing to verify the applications behaviour under conditions that overload its resources
e. The results of this test must be provided for validation and verification of the tests performed
f. Bidder will be is responsible for the following
g. Performance, Volume and Stress testing strategy and planning
h. Tool selection
i. Script generation
j. Performance, Volume and Stress test execution. As part of test execution, the Bidder needs to capture the following parameters:
    i. Response times
    ii. Throughput
    iii. Application server monitoring
    iv. Data base monitoring
    v. Test data preparation
    vi. Analysis & Report

6.3.22.4 System Regression Testing

The Bidder shall perform regression testing throughout the testing process to verify system integrity after functional improvements or fixes have been made as a result of System Integration and User Acceptance test activities. Regression testing shall be designed to confirm that fixes have not created any new problems and that the results are as planned. The Bidder shall document all tests performed. It shall be the

responsibility of the Bidder to ensure all automated test scripts have been assessed to ensure their proper function.

6.3.22.5 General terms:

The Bidder will be responsible for the below as a part of the overall testing Phase:

a. The Bidder will convey all the modifications and development work required, as agreed upon and signed off by LIC, are completed and the application is ready for testing.
b. LIC expects the test environment to be available at all times, for the purpose of testing. The Bidder is expected to procure, implement, commission and maintain the requisite test and development infrastructure including software, operating system and database for all applications including any 3rd party solutions being offered by the Bidder. LIC shall not pay any additional amounts to the Bidder for the purpose of creating the test environment
c. The tests that are developed must be repeatable and must be directly traceable to the requirements
d. Bidder shall provide sufficient full-time resources conversant in all business areas, for troubleshooting during the entire UAT process
e. All errors, bugs enhancements / modifications required during and after testing will be immediately resolved by the Bidder, and sign — off for the same will be obtained from LIC. However, workaround solution should be provided on the same day with the approval of LIC prior to implementing the work around, in respect of errors and bugs affecting the functioning of the business
f. The Bidder will be responsible for using appropriate tools for logging, managing, resolving and tracking issues and its progress, arising out of testing and ensuring that all issues addressed in a timely manner to the satisfaction of LIC
g. The Bidder is required to provide for automated test scripts for simulating test cases in the Test environment.

6.3.24 Production Deployment Requirements

The bidder is expected to ensure the following:

a. The bidder shall prepare detailed cutover plan for production deployment.
b. The bidder shall configure proposed HRMS architecture components for Production Deployment.
c. The bidder shall perform Production Readiness Checks prior to Production

Deployment

d. The bidder shall perform minimum four (04) parallel run of modules involving financial transactions (eg. – Payroll, benefits) before moving to Production stage.
e. The bidder has to resolve all issues detected.

The bidder shall perform production deployment only on confirmation from LIC.

6.3.25 Release Management

The bidder is expected to ensure the following:

a. The bidder must inform LIC of any new releases/upgrades of the proposed Solution, System within one (1) calendar week of their release; and provide information on the capabilities of the new version of the software and an assessment of the impact on the existing System.
b. The system releases/upgrades should be possible without affecting the LIC specific changes.

6.3.26 Project Reporting

The bidder is expected to ensure the following:

a. The Supplier shall provide LIC with regular (daily, weekly, monthly, or quarterly, as appropriate) information reports whereby LIC may monitor the Supplier's performance based on the agreed deliverables and service levels.
b. The form and structure of the report shall be mutually agreed upon within 30 days after the Supplier is selected. Such reporting shall be provided at no additional cost to LIC.
c. The Supplier is also required to supply explanations for changes from plan, including root cause and corrective actions, on a month-on-month and year-on-year basis. Variance analysis should be provided in monthly reports and shall be reviewed quarterly with key members of the Supplier and designated LIC representatives.
d. Provide mutually agreed reports that represent the general health of the SaaS offering including availability information and incident data from the SaaS provider.

6.3.27 Documentation/ Manuals

Soft copies of User and Technical manuals are to be provided for all the functionalities, modules, tools proposed for the solution separately. In addition, online contextual help for every field on the user interface with search option has to be made available for all users for all applications. LIC will require the selected Bidder to follow worldwide practice and international standard for the documentation and provide same to LIC. All such documentation and manuals will have to be kept up to date with proper version control during the entire contract period. LIC may require the selected bidder to deliver the following documents both in hard and soft copy to LIC during development, implementation of the solutions and during the handing-over phase post completion of the contract period.

a. Detailed project plan adhering to the high level roll out plan mentioned in this "Scope of Work".
b. Detailed SRS (System Requirement Specifications) Document.
c. High Level Architecture Document.
d. High Level Solution Design Document.
e. Migration Strategy Document.
f. Techno – Functional Risks and Mitigation Document.
g. Functionality Traceability matrix which would provide details on the interdependence of the technical components for the realization of a functionality. This matrix should provide a projection of the efforts required for completion of a technical module.
h. Content Management Guide.
i. Change Management Methodology Document.
j. Security Guide.
k. Security Audit Certificate Copy.
l. Test Plans.
m. Comprehensive Test Cases Document (Unit, Integration and UAT Test Cases tested).
n. User Management Guide.
o. System Manual- Architecture, Entity-Relationship diagrams, (Soft Copy as well as Hard Copy).
p. User Manual (Soft Copy as well as Hard Copy).
q. Release Notes

6.4 Indicative Term of the Project - Project Schedule; Milestones and delivery locations

6.4.1 Project timelines

a. LIC expects to Go Live within 15 months from the date of signing of the Contract and this would be the Launch Phase. Data migration should be planned accordingly.

b. These 15 months will be divided into major phases.
Phase 1: 15 months of Implementation and Training (Further breakdown of this is mentioned in scope)
Phase 2: 3 months of Hypercare support post Go-Live of each phase
Phase 3: Remaining period of Total Contract Tenure as Stable State Support (Total Contract Tenure is 8 years)

c. Below is an indicative list of functions /applications to be made available at the end of 15 Months. Any other module that LIC would want to launch will be scheduled for delivery post the Launch Phase.

Sr. No	Functions/ Applications to be made available for Launch	Applicable for Existing Employees	Applicable for Pensioners	Applicable for Foreign Offices
1	Organization Structure and Employee Management	Yes	Yes	Yes
2	Attendance and Leaves Management	Yes	No	No
3	Performance Management	Yes	No	Yes
4	Talent Management	Yes	No	Yes
5	Employee Engagement	Yes	No	Yes (Partial)
6	Recruitment	Yes	No	No
7	Payroll	Yes	Yes (Partial)	No
8	Reports Generation and MIS	Yes	No	No
9	Manpower Planning	Yes	No	No
10	LMS	Yes	No	Yes
11	Promotion and Transfer	Yes	No	Yes
12	Employee Benefits	Yes	Yes (Partial)	Yes (Partial)
13	Separation	Yes	No	No
14	Disciplinary and Vigilance	Yes	No	No
15	Employee Grievance	Yes	Yes	Yes

16	HR Processes	Yes	No	Yes
17	Miscellaneous Functions	Yes	No	Yes
18	Mobile Application	Yes	Yes (Partial)	Yes
19	Custom Work Flow	Yes	No	No

Sub-Phases

a. **Since the scope is vast, there will be 2 sub-phases.**
b. **Timeline for sub-phase 1 will be 8 months post Purchase order issuance.**
c. **Minimum mandatory modules to be covered under sub-phase 1 are Organisation Structure and Employee Management, Performance Management, Attendance and Leave Management, Talent Management, Employee Engagement, Recruitment and Manpower Planning.**

6.4.2 Flow of activities to be undertaken in the implementation phase

Sr. No.	Milestones
1	Requirement gathering/Current state report
2	Preparation & submission of Functional Requirement specification
3	Review and Sign-off on FRS
4	Design & Development
5	Training of LIC Core Team
6	User Acceptance Testing and certification for the implementation
7	Development of user training plan, curriculum, materials, FAQs
8	Development of system user manual and technical manual
9	User Training
10	Go Live of Sub-Phase(s) and Client Approval on the Implementation

6.5 Project Methodology and Project Management

For each of the phases/stages of the project – requirement analysis, implementation, deployment, migration, quality assurance, risk management, security assurance, testing- etc, bidder has to provide a detailed plan within 30 days of start of the project. These plans will be closely reviewed and signed off by LIC experts to ensure smooth functioning of the project.

Project plan to include minimum of:

a. Methodology they propose for the various stages and detailed out plans. Bidder should refer to *Annexure V* for indicative questions to be answered under this section (Indicative List). Bidder is encouraged to include as many details on the plan as is considered necessary.
b. The Bidder shall prepare the formats/templates for each of the deliverables upfront based upon industry standards and the same will be approved by LIC prior to its use for deliverables.
c. The Bidder shall create and maintain all project documents that shall be passed on to LIC as deliverables as per the agreed project timelines. The documents created by the Bidder will be reviewed and approved by LIC.
d. All project documents are to be kept up to date during the course of the project. The Bidder shall maintain a log of the internal review of all the deliverables submitted. Soft copy of logs shall be submitted to LIC on regular basis.

6.6 Payment schedule

Unless expressly agreed otherwise in a specific agreement, the Bidder shall invoice the fees for the Services as set out in this section.

The project will be completed in 3 major phases.
Phase 1: 15 months of Implementation and Training (Further breakdown of this is mentioned in table below)
Phase 2: 3 months of Hypercare support post Go-Live of each phase
Phase 3: Remaining period of Total Contract Tenure as Stable State Support (Total Contract Tenure is 8 years)

In relation to Services, which are not operational services, for which milestones have been defined, unless a milestone is not applicable for a specific Service, the Bidder shall invoice the fees in accordance with the invoicing schedule set out below:

Payment terms for Implementation Cost in Phase 1 will be as per the below table:

Milestone of Stages	Current State Diagnosis	Sub-Phase 1 *8 months*	Sub-Phase 2 *6 months*
Overall Pay Percentage of **Implementation Cost (IC)**	**10% of IC**	**30-50% of IC**	**Remaining IC**
Milestone		**Percentage of Sub-Phase 1 IC**	**Percentage of Sub-Phase 2 IC**
To-Be Document Submission		10%	10%
UAT Sign-Off		30%	30%
Go-Live		30%	30%
Data migration of historical data for the modules to be launched		20%	20%
6 months post Go-Live		10%	10%

a. Go-Live phase will be completed only when enough LIC staff (as per the discretion of LIC) would have been trained
b. LIC reserves the right to re-structure the distribution of modules depending on organization priorities and Bidder capabilities. The proposed module wise split is mentioned below. Bidder is expected to adhere to the weightages mentioned and any deviations are required to be mentioned in *Annexure Z*. (Maximum deviation permitted per module is +/- 20%).
c. Bidder must submit *Annexure Z* even if there is no deviation.
d. While submitting deviations, bidder must ensure that the sub-phase 1 total (% of Implementation Cost) after accounting for deviations is within the range of 30-50% of Implementation Cost.
e. In case the sub-phase 1 total (% of Implementation Cost) recommended by the Bidder exceeds 50%, the difference will be paid in sub-phase 2.

Process	% of Implementation Cost
Organisation Structure and Employee Management	8%
Attendance and Leaves Management	3%
Performance Management	5%
Talent Management	2%
Employee Engagement	2%
Recruitment	2%
Payroll	15%
Reports Generation and MIS	5%
Manpower Planning	3%
LMS	3%
Promotion and Transfer	8%
Employee Benefits	5%
Separation	4%
Disciplinary and Vigilance	4%
Employee Grievance	3%
HR Processes	5%
Miscellaneous Functions	5%
Mobile Application	4%
Custom Work Flow	4%
Total	**90%**

f. No advance payment or interest will be made by LIC.
g. In relation to milestone-based invoicing, the Parties agree on the following general principles:
    i. When different deliverables are connected to a single milestone, all deliverables must be accepted by LIC before the Bidder can invoice the fees related to such milestone; and

ii. The fees for a milestone may not be invoiced by the Bidder if the preceding milestone has not been fully accepted by LIC and the thereto- related fees have not been invoiced to LIC.

h. For operational services, the recurring costs would include:
   i. Managed services for hosting, network, and related system/platform software (including maintenance) and other payments related to support and maintenance: Quarterly basis at the end of each quarter
   ii. The subscription price for solution: Quarterly basis
   Total user subscription cost not given at one go, as the Go-Live phase will be live after 8 months of issuance of PO. Maximum of 1000 user licenses shall be consumed during the initial 8 months implementation period
   On the submission of technical bid, mention the subscription cost for all the employees of the organisation
   iii. Configuration of new modules or customization required from time to time: per incident basis post- delivery and acceptance by LIC
   iv. Training Cost: One time, after the completion of training to the satisfaction of LIC and any refresher training courses, as and when scheduled

i. In relation to operational schedules that are delivered at a fixed quarterly Fee or that are consumption-based, the Bidder shall invoice the fees due quarterly for the Services delivered in the previous calendar month.
j. The Bidder will ensure to follow a pre-defined template (e.g., names, cost centres codes, etc.) for the invoicing. The template will be defined and shared by LIC prior to the start of the invoicing by the Bidder.
k. No early payment: Unless the Parties agree otherwise if the Bidder achieves a milestone earlier than the milestone date falls the Bidder shall nevertheless only be entitled to invoice for the relevant milestone charge for that milestone on or after the relevant milestone date.
l. The penalty for milestone completion delays has been specified in the Penalties clause.
m. The Bidder must provide a detailed commercial price Bid for one-time implementation and recurring costs for all services specified in this section and any other services the Service.

PART 7: SLA AND PENALTIES

7.1 Service Level Agreement

Refer to *Annexure W* for Service Level Agreement.

7.2 Penalties and Escalation Hierarchy

7.2.1 Penalties

Bidder must ensure the Solution/support should comply with the RFP SLA terms and penalties will be imposed on breach of RFP SLA terms as mentioned below:

Sr. No.	Penalties
1	Penalty for delay in implementation
2	Penalty for the shortfall in Performance Levels / Penalty for non-performance at helpdesk
3	Penalty for delay in remediation of Fixing Zero-Day Viruses/Un-identified Threats/others
4	Penalties due to Migration Data Accuracy
5	Penalties for Post Implementation Customization of Application

7.2.1.1 Penalty for delay in implementation

Note: Final timelines of milestone achievement will be mutually discussed and decided with the selected Bidder prior to starting of the Contract.

a. LIC expects that the selected bidder completes the scope of work within the timeframe. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. LIC at its discretion may apply this rule to any major non-delivery, non-

adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.

b. Without prejudice to any other right to which it may be entitled, if the Bidder does not achieve a key milestone on or before the applicable milestone date (after allowing for any extension of time to which the Bidder may be entitled) LIC shall be entitled to withhold a proportion of the milestone charge for that milestone (a "Payment Cut") and such Payment Cuts shall be calculated in accordance with the following table:

Milestone Indicative timeline Penalty Calculation

Milestone	Indicative timeline	Penalty Calculation
UAT clearance and Signoff at the end of Phase 1 (all Sub-Phases included)	As per Timelines mentioned in Section 6.4.1	0.5 % of billing invoice for that milestone per week for delay or part thereof
Go-live for modules	15 months from issuance of Purchase Order	0.5 % of billing invoice for that milestone per week for delay or part thereof

c. For each Payment Cut which accrues against a key milestone, where the Bidder nevertheless achieves the Go-Live milestone on the applicable milestone date, in addition to the other milestone charges which the Bidder is entitled to invoice LIC for in the month in which such milestone is achieved, the Bidder shall additionally be entitled to invoice LIC, after formal approval from LIC, for a sum equal to: Each Payment Cut which accrued in respect of that separation phase milestone; less

d. Any reasonable additional third-party costs which have accrued for third parties which are managed suppliers, and which have accrued because of steps which LIC has reasonably and necessarily incurred directly because of the delay in achieving the milestone, and which have been notified to the Bidder but for the avoidance of doubt excluding any such costs which LIC has recovered elsewhere under the Contract. LIC shall use its reasonable endeavours to mitigate such costs and shall not be entitled to recover twice in respect of the same loss.

e. In case the delay exceeds 12 weeks, LIC reserves the right to cancel the order. In such an event the Bidder will not be entitled to recover from LIC any amount by ways of damages, loss, or otherwise. If orders are

cancelled due to non-delivery, the Bidder will be debarred by LIC for participating in any future tenders floated by LIC.

f. Thereafter, at the discretion of LIC, the contract may be cancelled. LIC also has the right to invoke the Performance Guarantee, Penalty Clause on delay which is not attributable to LIC and is attributable to the selected Bidder.
g. The bidder should ensure implementation of HRMS application with all the functional, technical and security requirements as specified in the RFP document.
h. Notwithstanding anything contained above, no such penalty will be chargeable on the selected bidder for the inability occasioned, if such inability is due to reasons entirely attributable to LIC.

7.2.1.2 Penalties for the shortfall in Performance Levels / Penalty for non-performance at helpdesk or non-resolution of issues raised to Helpdesk or Support Team

Bidder will have to guarantee a minimum uptime of **99.5%,** calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime % (A)=

$$\frac{\text{(Sum of total hours during month – sum of downtime hours during month)}}{\text{Sum of total hours during month}} * 100$$

Total hours during month = 24 X Total number of days in the month

Uptime percentage	**Penalty Details**
A >= 99.5%	No Penalty
99.5% < A <99%	2% of cost of monthly charges
99% =< A <= 98.5%	5% of cost of monthly charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly charges for every 0.1% lower than the stipulated uptime

a. The above penalty shall be applied for each service separately. However the upper limit for performance level penalties is capped at 10% of invoice value for that quarter
b. The amount of penalty may be claimed/ adjusted while releasing the Performance Bank Guarantee or the Bidder will be advised to pay the

same.

c. However, no penalty will be imposed for the reasons solely attributable to LIC, in such cases, thesuccessful Bidder must submit the proof.

Service Level for Issue Resolution during Hyper-Care Support and Stable State Support

All the calls are to be logged into and ticket number should be generated. The penalty will be deducted from any of the payment due.

Severity	**Description**	**Response Time**	**Resolution Time**	**Penalty**
Critical	Operations Stopped/ Total portal or Mobile App down i.e. Any problem due to which the entire system is inoperable. No user of any single channel can access the application	15 minutes	01 Hour	5% of invoice raised per Hrs. or part thereof after resolution time limit crossed
High	Operations Restricted/ Impacted for a major service of portal/ Mobile App i.e. Any problem due to which the system is not entirely down, but some major functionality is, and no workaround for it is available or; Any incident which is classified as "Critical" for which an acceptable (by LIC) workaround has been provided	01 Hours	04 Hours	2% of invoice raised per Hrs. or part thereof after resolution time limit crossed

Medium	Any incident (major or minor) due to which some functionality is down, but for which a (for LIC) acceptable workaround has been provided **or** Any incident for which performance degradation is observed within threshold limit	03 Hours	08 Hours	1% of invoice raised per Hrs. or part thereof after resolution time limit crossed
Low/ Minor	Slow Response to portal/ Mobile App	08 Hours	24 Hours	0.5% of invoice raised per Hrs. or part thereof after resolution time limit crossed

Infrastructure Management Metrics

The Recovery Time objective (RTO) and Recovery Point Objective (RPO) SLAs will be as follows:

SL no.	Service level category	Service level object	Penalty for shortfall
1.	RTO during disaster for shifting to DC	4 hours	Delay beyond 5 minutes to 10 minutes Rs 10 Lakh Delay beyond 10 minutes Rs 20 Lakh
2.	RPO during disaster for shifting to DC	15 minutes	Rs. 20 Lakh per instance

7.2.1.3 Penalty for delay in remediation of Fixing Zero-Day Viruses/Un-identified Threats/others

Hours	**Penalty**
Up to 4 Hrs.	No penalty
Between 4 Hours to 8 Hrs.	0.1% of invoice raised per hour of delay per quarter
Between 8 hrs. to 12 hrs.	0.5% of invoice raised per hour of delay per quarter
Between 12 hrs. to 24 hrs.	1% of invoice raised per hour of delay per quarter
Between 24 hrs. to 48 hrs.	2% of invoice raised per hour of delay per quarter
Above 48 hrs.	5% of invoice raised per hour of delay per quarter

7.2.1.4 Penalties due to Migration Data Accuracy

The bidder shall guarantee 100 % accuracy for data migration. The Bidder shall be liable for liquidated damages if the data accuracy falls below 100%.

The percentage shall be calculated as:

(Total no of error free records migrated)
---------- *100
(Total no. of records migrated in that batch)

Penalty at the rate of Rs.1,00,000/- will be applied for every drop in 1% i.e., Rs.1,00,000/- if the data accuracy is below 100 % and Rs.2,00,000/- if the data accuracy is below 99% and so on for every %

7.2.1.5 Penalties for Post Implementation Customization of Application:

There will be two classifications of penalty calculations for customizing software/ service as follows:

Detail	**Classification of Penalty**	**Penalty in % of billing amount**
Delay in customization	Minor	Rs. 3000/- per day per customization
Inordinate delay in customization	Major	Rs.6000/- per day per customization

Delay in customization: When required time for customization is exceeded but less than 10 % of agreed time.

Inordinate delay in customization: When required time for customization is exceeded but more than 10 % of agreed time.

Penalty for failed UAT Test cases: A total of 95% of all the test casesin UAT for every Service should be successful. Failing which there will be a penalty of Rs. 10,000/- per service.

Penalty worked out will be recovered from the bills. No payment due will be released/ adjusted before penalty due is paid by Bidder.

There would be no payment for man-days invested in removing defects in developments.

In addition to the above:

a. In case of non-replacement of resource within two weeks after the release of existing resource, a penalty of Rs.10,000/- per day will be charged till the new and suitable resource is provided. The waiver can only be permitted by LIC in befitting situations as per discretion of LIC.
b. The penalty at the rate of 10% of the annual payment for each instance of violation if the bidder fails to protect data breach.
c. **The maximum penalties on account of all above instances will be 15% of the total cost of the project.**

7.2.2 Escalation Hierarchy and Matrix

The escalation hierarchy for LIC will be jointly decided by LIC and the Bidder once the Bidder is on boarded. The indicative escalation hierarchy for the Bidder is illustrated below in the table. The Bidder will propose the exact escalation hierarchy once it is on board.

Escalation Hierarchy (Illustrative)

Incident to be reported within (If unresolved)	**Bidder**
2 Hours	Bidder Engineers
4 Hours	Bidder Project Manager
8 Hours	Bidder Project Director
16 Hours	Bidder Delivery Head
24 Hours	Bidder Country Manager
36 Hours	Bidder Country Manager
48 Hours	Bidder Region Head

Escalation Matrix (Illustrative)

<table>
<tr><th>Elapsed Time
(To be resolved within)</th><th>Critical</th><th>Key</th><th>Significant</th><th>Minor</th></tr>
<tr><td>1 Hours</td><td>Support Engineer</td><td>Support Engineer</td><td rowspan="4">Support Engineer</td><td rowspan="5">Support Engineer</td></tr>
<tr><td>2 Hours</td><td>LIC SPOC(HRMS)</td><td>Bidder-Project Manager</td></tr>
<tr><td>4 Hours</td><td>Secretary (HRMS)</td><td rowspan="2">LIC SPOC (HRMS)</td></tr>
<tr><td>6 Hours</td><td rowspan="8">ED (HRMS)</td></tr>
<tr><td>10 Hours</td><td rowspan="2">Secretary (HRMS)</td><td>Senior Support Engineer</td></tr>
<tr><td>12 Hours</td><td>Bidder- Project Manager</td><td>Senior Support Engineer</td></tr>
<tr><td>18 Hours</td><td rowspan="4">ED (HRMS)</td><td>LIC SPOC (HRMS)</td><td>Bidder- Project Manager</td></tr>
<tr><td>24 Hours</td><td rowspan="2">Secretary (HRMS)</td><td>LIC SPOC (HRMS)</td></tr>
<tr><td>48 Hours</td><td>Secretary (HRMS)</td></tr>
<tr><td>60 Hours</td><td>ED (HRMS)</td><td>ED (HRMS)</td></tr>
</table>

PART 8: TERMS AND CONDITIONS

This section along with its Annexure 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 and these will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure/ Appendices/ clarifications/ addenda/ corrigenda issued will form the part of the purchase orders and any resulting contracts with the Bidder/s from time to time as an outcome of this RFP Process.

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 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 necessary should obtain independent information/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.

8.1 Contacting LIC

No Bidder shall contact through any means of communications to LIC or its employees on any matter relating to this 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 the designated email-id as given in the *Section 1.4* or in writing till the evaluation process is over. 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.

8.2 Right to terminate the process

a. 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.

b. 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.

c. 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.

d. LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. The decision of LIC will be final in this matter.

e. Exit option and contract re-negotiation:

a. LIC reserves the right to cancel the purchase order in the event of
   i. failure of the selected bidder to accept the order within the time stipulated
   ii. delay/failure in executing the contract
   iii. failure to furnish the performance Company guarantee
   iv. failure to maintain the uptime and SLAs
   v. Breach of the terms and condition of the contract. LIC also has the right to cancel the purchase order without cause by giving 3 months advance notice.

8.3 Disqualifications

LIC may at its sole discretion and at any time during the evaluation of Proposal or at service delivery stage, 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. 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.

h. Exhibited a record of poor performance in the service delivery.

8.4 Fraud and Corrupt Practices

a. The Bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the LIC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the —Prohibited Practices) in the Evaluation Process. In such an event, the LIC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to LIC for, inter alia, time, cost and effort of LIC, in regard to the RFP, including consideration and evaluation of such bidder‘s Proposal.

b. Without prejudice to the rights of the LIC under Clause above and the rights and remedies which the LIC may have under the Letter of Notification of Award or the Agreement, if Bidder, as the case may be, is found by the 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/ Letter of Intent 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 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.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

"Corrupt practice" means

i. The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of LIC who is or has been associated in any manner, directly or indirectly with the Selection Process or the Letter of Intent (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);

ii. Or, 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 person or property to influence any person's participation or action in the Selection Process;

"**Undesirable practice"** means

i. establishing contact with any person connected with or employed or engaged by Life Insurance Corporation of India with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process;

ii. Or, 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.

8.5 Contract Period

The contract period will be for **8 years** from the date of issue of purchase order with the selected bidder.

8.6 Option to Extend Contract Period

The Contract Period may be extended by LIC on the terms and conditions mutually agreed by both the parties, by giving 15 days' written notice to the bidder. Any extension exercised in accordance with the contract takes effect from the end of the then current contract period.

8.7 Services Location

Obligation to provide Services: The bidder offers to provide the Services to LIC at Mumbai and / or at such locations as may be required by LIC.

8.8 General obligations of the parties

The Selected bidder will, at all times.

a. Act reasonably in performing its obligations.

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

c. The bidder will supply the services:

   i. With due skill and care and to the best of the bidder's knowledge and experience.

   ii. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply,

relevant international industry standards, leading practice and guidelines.

iii. Using the Specified Personnel.

iv. In accordance with all applicable Laws.

v. In accordance with any reasonable directions in relation to the Services given by LIC from time to time;

vi. 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.

d. The bidder will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

e. The bidder will be obliged to work closely with LIC's staff (if required), act within its own authority and abide by directives issued by LIC and undertake implementation activities.

f. 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.

8.8.1 Warranties

The Bidder will have to represent and warrant that:

a. It has the right to enter into the Contract resulting this RFP.

b. It has all rights, title, licenses, interests and property necessary to lawfully perform the Services.

c. Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services.

d. The Services will be complete, accurate and free from material faults; and

e. 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.

8.8.2 Access to LIC's Premises

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

8.8.3 Conduct at LIC's Premises

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

8.9 Subcontracting

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

8.10 Assignments

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

8.11 Contract Amendments

No variation in or modification of the terms of the contract/Purchase Order/RFP shall be made except by written amendment signed by both LIC and the bidder. Any changes in law, taxes and policies shall be governed through the provision of clause 8.18.

8.11.1 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.

8.12 Monitoring Progress

Regular review/progress meeting will be held between successful bidder and LIC to discuss any issues in relation to the provision of the Services. The frequency of such progress meeting will be weekly during the execution of the project.

Also, the bidder must provide LIC with reports in accordance with the Scope of Work. Successful bidder would prepare the minutes of the review meetings mentioning the issues discussed, decisions taken on them and appropriate level at which these are required to be resolved.

8.13 Notice for Performance Assessment

8.13.1 Assessment of Services

Each element of the Services is subject to assessment by LIC against the relevant Performance Criteria. Performance Expectation has been covered in more depth in Scope of Work.

8.13.2 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.

8.13.3 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 the bidder or period as mutually agreed upon by both the parties.

b. Give notice to LIC when the Services have been corrected; and

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

8.14 Personnel

8.14.1 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 obligations in providing the Services.

c. LIC may interview and evaluate all personnel proposed to work on the project (implementation and support phase)

8.14.2 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 desired 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.

8.14.3 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.

8.15 Intellectual Property Rights (IPR)

8.15.1 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 for the purpose of performance of services under this RFP and resulting purchase order.

8.15.2 Rights in Bidder's Pre-existing IPR

a. All IPR including the materials developed or otherwise obtained independent of the efforts of a party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that party.
b. During the performance of the services for this agreement, each party grants to the other party a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the term of this Agreement.
c. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Bidder should grant LIC a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to LIC as a part of the service or deliverables only for its internal business operations.
d. Under such license, either of the parties will have no right to sell the pre-existing work of the other party to a Third Party. LIC's license to pre-existing work is conditional upon its compliance with the terms of this

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

8.15.3 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 8.15.

8.15.4 Remedy for breach of warranty

If someone claims, or LIC reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Bidder will, in addition to the indemnity under clause 8.19 and to any other rights that LIC may have against it, promptly, at the Bidder's expense:

a. Use its best efforts to secure the rights for LIC to continue to use the affected Warranted Materials free of any claim or liability for infringement; or

b. Replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

c. The Bidder 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 Bidder'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.

8.15.5 Patent Rights and other litigation costs

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the systems or any parts thereof with relation to the contract deliverables, in LIC's country, the 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.

8.16 Moral Rights

8.16.1 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 endeavours 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.

8.16.2 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, colours, 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; and

d. Adding any additional content or information to the Contract Material.

8.17 Payment Terms & Conditions

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

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

8.17.2 Invoicing and Billing Frequency

Invoicing is to be done on completion of each phase and sign-off given by LIC (As mentioned in the payment terms of this RFP).

The other terms and conditions are as mentioned below:

a. No advance payment or interest will be made by LIC.
b. Payments will be made only on Bidder completing all activities as per the agreed project plan and phase completion sign off for the same from LIC.
c. LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines.
d. LIC shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties (if any) and applicable taxes at source from the agreed price to the selected Bidder.
e. The payment will be released by the Personnel department, Central Office. Payment related objections, if raised after 3 months from the date of release of payment, will not be entertained. Such objection must be raised in writing.
f. The Bidder is also duty bound to report to LIC about any short recovery of taxes, cess, etc. at source. Such reporting to LIC should also happen at the earliest. In case, Bidder fails to inform LIC about such short recoveries of tax, cess, etc. at source, LIC will have the right to recover all short recoveries

of tax, related cess and surcharges, interest and penalties as per the demand note of Income Tax department or any other government body or regulator.

g. LIC will not consider any other payment terms even if it is mentioned in the bidder's proposal.
h. The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Bidder OR from performance Company Guarantee.

8.17.3 Documents required for release of payment

a. Invoice printed on Bidder‘s own letterhead (with reference of Purchase order, description of goods/ services delivered, quantity, unit price, total amount)
b. Proof of payment of Goods & Services Tax (wherever applicable).
c. Sign-off from LIC for delivery of services.
d. No other payment of any kind will be made other than the TCO.
e. Expenses: It may be noted that LIC will not pay any amount/ expenses/ charges/ fees/ travelling expense/ boarding expenses/ lodging expenses/ conveyance expenses/ out of pocket expenses/cloud hosting expenses other than the ―Total Cost of Ownership.

8.17.4 Obligation to pay

LIC will pay to the Bidder for the deliverables & Services, subject to the deliverables & Services meeting the SLA.

8.17.5 Liquidated Damages

a. The delivery of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the systems and/or Services, the Bidder shall promptly notify LIC in writing of the fact of the delay, it is likely duration and its cause(s). As soon as practicable, after receipt of the Bidder‘s notice, LIC shall evaluate the situation and may, at its discretion, extend the Bidder‘s time

for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

b. There shall be a penalty for non-adherence to the time schedule. The total penalty will be capped at 15% of the total contract value. Once the maximum deduction is reached, LIC may consider termination of the Agreement.
c. Liquidated Damages is not applicable for reasons attributable to LIC and Force Majeure.
d. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to LIC and Force Majeure. The bidder shall submit the proof authenticated by the bidder and LIC official that the delay is attributed to LIC and Force Majeure along with the bills requesting payment.

8.17.6 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.

8.17.7 Due Date for Payment

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

8.17.8 Expenses

8.17.8.1 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.

8.17.8.1 The Bidder will not be entitled to charge LIC licensing or related fees for any Third-Party Material available for the purpose of performance of services under this RFP.

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

8.18 Prices and Taxes

8.18.1 Prices

Prices payable to the Bidder will be fixed as derived from the commercial evaluation and will be exclusive of GST. Prices once fixed will be valid throughout the entire contract period.

8.18.2 Taxes and Duties

a. Bidders will be entirely responsible for all taxes, duties, license fees, etc., except GST, incurred until delivery of the contracted services to LIC.
b. Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Bidder shall include all such taxes in the quoted price.
c. Prices quoted **should be exclusive of GST (Central / State Government taxes/duties and levies)** but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, insurance wherever applicable etc.
d. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified separately. **GST will be reimbursed at actual.** All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement (if any) as a result of this RFP process shall be borne by Bidder. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

8.18.3 Deduction of Taxes at Source

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.

8.19 Indemnity

Subject to Clause 8.19.1 below, Bidder will undertake to indemnify LIC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, Corporation or other entity (including LIC) attributable to the Bidder's negligence or wilful default in performance or non-performance under the contract. 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.

The bidder shall, at its own cost and expenses, defend and indemnify LIC against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India. The bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If LIC is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefor, including all expenses and court and legal fees. The bidder shall also be liable to indemnify LIC, at its own cost and expenses, against all losses/damages, which LIC may suffer on account of violation by the Bidder of any or all national/international

trade laws, norms, standards, procedures etc.

8.19.1 The indemnities set out in Clause 8.19 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 Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence.
c. If the Bidder does not assume full control over the Defence of a claim as provided in this Article, the Bidder may participate in such Defence at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the 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:
    i. 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
    ii. include 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 favour 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 defences 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 8.19.1 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).

8.20 Liability

a. Except in cases of criminal negligence or wilful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the Bidder and used/consumed by LIC, the Supplier/Bidder shall not be liable to LIC, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/Bidder to pay liquidated damages to LIC and the aggregate liability of the Supplier/Bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
b. The bidder's aggregate liability in connection with obligations, undertaken as a part of this project regardless of the form or nature of the action giving rise to such liability, shall be limited to the Total Cost of Ownership (TCO) of the project. The bidder's liability in case of third-party claims against the LIC resulting from breach of confidentiality, Wilful Misconduct or Gross Negligence of the bidder, its employees and subcontractors or from third party claims resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights shall be unlimited.

8.21 Normalisation of Bid

a. LIC, at its discretion, will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible, to ensure that Bidders are more or less on the same technical ground. After the normalization process, if LIC's technical evaluation team feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids, LIC may at its discretion ask all the technically short-listed Bidders to resubmit incrementally or totally the technical and commercial bids once again for scrutiny. LIC can repeat this normalization process at every stage of technical submission or before the commercial

evaluation till LIC is satisfied. By responding to this RFP, the Bidders have agreed that they have no reservation or objection to the normalization process and all the bidders shortlisted for technical proposal evaluation will agree to participate in the normalization process and extend their cooperation to LIC during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

b. LIC reserves the rights to add, delete, or modify requirements /technical parameters/specifications at any time during the bid process, without assigning any reasons whatsoever and without being required to intimate the bidder of any such change. During technical evaluation LIC may decide not to procure some components, in such circumstances the price of such components would not be considered for commercial evaluation. LIC may at its discretion when so needed, require all or few of the bidder/OEM to do a working PoC at no cost to LIC for duration of 3 months to assess the commercial implication of their proposal.

8.22 Confidentiality and Privacy

8.22.1 Confidential Information not to be disclosed

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

The Bidder including but not limited to its personnel, its partners, agents and associates is bound by the conditions of the Non-Disclosure Agreement submitted by the Bidder in response to the RFP.

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 bidder under this agreement and require such employees to honour these obligations. The Bidder will treat as confidential all data and information about LIC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of LIC.

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

8.22.2 Exceptions to obligations

The obligations on the parties under this clause 8.22 will not be taken to have been breached to the extent that Confidential Information:

a. is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract.
b. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
c. is disclosed by LIC.
d. is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/ Assembly.
e. is authorized or required by law, including under the contract, under a license or otherwise, to be disclosed; or
f. Is in the public domain otherwise than due to a breach of this clause 8.22.
g. Lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential.
h. Independently developed by the Recipient without use or reference to such Confidential Information.

8.22.3 Obligations on disclosure

Where a party discloses Confidential Information to another person:

a. Pursuant to clauses a) and b) of 8.22.2 above, the disclosing party must: notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or
b. Pursuant to clauses c) and d) of 8.22.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

8.22.4 Additional confidential information

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

8.22.5 Period of confidentiality

The obligations under this clause 8.22 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

8.23 Protection of Personal Information

8.23.1 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.

8.23.2 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.

8.24 Conflict of Interest

8.24.1 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 interests 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.

8.24.2 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.

8.24.3 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.

8.24.4 Roles and responsibilities

8.24.4.1 Role of LIC

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

8.24.4.2. Role of Bidder

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

8.24.5 Disqualifications:

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

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

8.25 Security

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

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

8.25.1 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 related incidents /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 the Regulator.

8.25.2 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.

8.26 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 premises; or
b. Take LIC Data or allow LIC Data to be taken outside of offices.

8.27 Force Majeure or Unforeseen Events

8.27.1 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 organisation.

8.27.2 Notice of unforeseen event

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

8.27.3 Termination

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

8.27.4 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 intervention of the circumstances described in the contract.

8.28 Dispute Resolution

8.28.1 Settlement Of Disputes, Arbitration:

a. Any dispute and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of work (whether during the progress of the work or after its completion and whether before or after determination, abandonment, or breach of contract) shall be referred through Contract Executing Authority to a three members committee to be constituted by LIC of India. All disputes / representations are to be placed

before the committee and the committee after due diligence and hearing both the parties will submit the report to LIC of India. The report will be shared with contractually agreed parties for their acceptances / non-acceptance. In case of non-acceptance by any of the party, the matter shall be referred to the arbitration tribunal which will be constituted by ED (Personnel) only after receipt of specific request from either of the aggrieved party. The arbitration tribunal prescribed herein above with shall comprise of a three members Arbitral Tribunal, one of each will be appointed by either party and both the appointed Arbitrator by either party will appoint the 3rd Arbitrator who will act as a Presiding Arbitrator. The processing of arbitration will be as per Arbitration and Conciliation Act 1996 or any statutory modifications or Amendment to it from time to time.

b. Any disputes or differences that the employer may have with the contractor shall also be referred to Arbitration.
c. All disputes between the parties to the contract (other than those for which the decision of the Chief-Personnel or any other person is by the contract expressed to be final & binding i.e. issues pertaining to excepted matters) shall after written notice by either party to the contract to the other of them be referred.
d. If the arbitrator so appointed resigns his appointment or vacates his office or is unable or unwilling to act due to any reason whatsoever, the appointing authority shall appoint a new arbitrator in his place.
e. The Arbitral Tribunal shall determine all matters in disputes other than excepted matters as below:
    i. Scope of Work
    ii. Technical and Functional Specifications
    iii. Discrepancies (varying or conflicting provisions among documents, agreement).
    iv. Suspension or discontinuation of work
    v. Acceptance of deliverables

    In the above excepted matters, the decision of the Executive Director (Personnel) will be final, conclusive and binding on the parties hereto and shall be without appeal.
f. The references to arbitration by contractor on the matter of withholding by the Employer the certificate for interim payment can take place during the currency of the contract. However, on other kinds of disputes, unless both the parties agree in writing, reference of such disputes to arbitration shall not take place until after the completion or alleged completion of the work or termination or determination of contract.

g. It is a term of the contract that the person invoking Arbitration shall state the facts supporting his claim, the points at issue and the relief or remedy sought.
h. It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claims within 120 days of receiving the intimation from the Corporation that the final bill is ready for payment, the claims if any received after 90 days period shall be absolutely barred from reference to the Arbitrator.
i. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or Amendment to it from time to time.
j. In all cases Arbitration shall give separate award for each dispute or difference referred to him. The Arbitration shall decide each dispute in accordance with term of the contract and give a reasoned award. The venue of arbitration shall be in accordance with Arbitration Act. However, it may preferably be at L.I.C. of India, Central Office or Place of Work Site.
k. The work under contract shall continue during the Arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
l. The Arbitration is deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.
m. Any fees payment/ reimbursements payable to the Arbitrator shall be shared equally by both the parties.
n. The Contractor hereby also agrees that Arbitration under this Clause shall be a condition precedent to any right of action in Law Courts under the Contract.

8.29 Termination

8.29.1 Right to terminate

If Bidder fails to comply with the Scope of Work and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract immediately by giving the Bidder written notice of 15 days.

8.29.2 Termination and reduction for convenience

a. LIC may, at any time, by a prior written notice of one week, 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 deliverables that are complete and ready for delivery within 7 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.

8.29.3 Termination by LIC for default

a. Notwithstanding what has been stated in this section of the Agreement, LIC may, without prejudice to any other remedy for breach of contract, by 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.
b. 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.

8.29.4 Termination for Insolvency

a. LIC may at any time terminate the Contract by giving 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.
b. 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.

8.29.5 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 return all LIC's Confidential Information to LIC

8.29.6 Survival

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

a) Clause 8.15 (Intellectual Property Rights);
b) Clause 8.19 (Indemnity);
c) Clause 8.22 (Confidentiality and privacy);
d) Clause 8.23 (Protection of personal information);
e) Clause 8.25 (Security);
f) Clause 8.29.9 (Knowledge Transfer);

8.29.7 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared void by any court of competent jurisdiction or any other

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

8.29.8 Termination does not affect accrued rights

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

Consequences of Termination of the Selected Bidder:

a. 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.
b. Nothing herein shall restrict the right of LIC to invoke the Performance Company 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.
c. 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.

8.29.9 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.

8.30 Notices and Other Communications

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

8.30.1 Service of notices

A Notice must be:

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

LIC's Address for notices:

The Executive Director (Personnel),
LIC of India, Central Office, Personnel Department,
5th Floor, West Wing, Yogakshema,
Jeevan Bima Marg, Nariman Point, Mumbai – 400021
Tel: 022-66598940
E-mail: hrms@licindia.com

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.

8.30.2 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);

8.31 Miscellaneous

8.31.1 Varying the Contract

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

8.31.2 Approvals and consents

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

8.31.3 Assignment and Novation

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

8.31.4 Further action

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

8.31.5 Waiver

Waiver of any provision of or right under the contract:

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

8.31.6 Relationship

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

8.31.7 Announcements

a. The Bidder must, before making a public announcement in connection with the contract or any transaction contemplated by it, obtain LIC's written agreement to the announcement.
b. If the 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.

8.31.8 Governing law and jurisdiction

The contract shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of courts at Mumbai.

8.32 Performance Guarantee

a. The proceeds of the performance guarantee shall be payable to LIC as compensation for any loss resulting from the Bidder‘s failure to complete its obligations under the Contract.
b. The performance guarantee will be discharged by LIC and returned with intimation to the Bidder not later than 60 days following the date of completion of the Bidder‘s performance obligations including any warranty obligations under the contract.
c. In the event of any contract amendment the Bidder shall within seven days of receipt of such amendment furnish the amendment to the Performance guarantee rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including warranty obligations.

8.33 Verification

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

8.34 Support to be provided by LIC

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

a. Subject Matter Expert (SME) shall provide information / FAQ regarding services and Business Requirements.
b. The aspirations / expectation of the system which is planned to be procured.
c. Setup meeting with stakeholders in the project.
d. Make available any earlier reports or information available with LIC that is relevant.

8.35 Right to Audit

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

8.36 Privacy and Security Safeguards

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

8.37 Acceptance Criteria and Sign-Off Framework

All Bidder deliverables will be subject to review by LIC prior to final approval, acceptance, and payment.

LIC will accept or reject the deliverables in writing. In the event of the rejection of any deliverable, the Bidder shall be notified in writing giving the specific reason(s) for rejection. The Bidder shall have five (5) working days to correct the rejected deliverable and return it to LIC.

8.38 Validity of Agreement

The Agreement/ SLA will be valid for the initial period of 8 Years. LIC reserves the right to terminate or extend the Agreement as per the terms of RFP/ Agreement and as extended as per provision of this RFP.

8.39 Compliance to Rule 144 (xi) in GFRs 2017

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

Bidder to submit a Declaration in the *Annexure K.*

(This space is left intentionally blank)

PART 9: e-TENDERING GUIDELINES AND INFORMATION

This is an e–Tender and hence Bids must be submitted online through e procurement portal. **https://www.tenderwizard.com/LIC**

All documents should be scanned and uploaded, duly signed by authorized signatory of the bidder. Only Successful bidder will be required to submit the hardcopy (physical submission) of the entire uploaded document. There may be nominal registration charges for registering in the Tender Wizard Portal and are to be paid directly to the Bidder by the bidder.

The Commercial Bid is to be uploaded on the online platform along with the eligibility and technical bid. The Commercial Bids of technically qualified bidders will be opened online at a later date on the platform provided.

For Registration and for further details on e-tendering, please visit https://www.tenderwizard.com/LIC or contact the help desk whose details are mentioned in the activity schedule.

PART 10: ANNEXURES

Annexure	Subject
Annexure A	Pre-Bid Query Format
Annexure B	LIC Bank Details
Annexure C	Earnest Money Deposit Template
Annexure D	Performance Bank Guarantee Template
Annexure E	Self-Declaration for Compliance and Deviations
Annexure F	Eligibility Criteria
Annexure G	Bidder Profile
Annexure H	Client reference Format
Annexure I	Bidder Experience Details
Annexure J	Client reference Format Projects Dropped without Completion
Annexure K	Not be Blacklisted & Compliance to requirements
Annexure L	OEM Authorization Format
Annexure M	Team Member Details Profile/CV format
Annexure N	Proposed Team Composition, Tasks assigned and their Availability
Annexure O	Bidder Authorised Signatory Format
Annexure P	OEM Authorised Signatory Format
Annexure Q	Technical Cover Letter
Annexure R	Technical Criteria
Annexure S	Process Maps for Technical Use Cases
Annexure T	Commercial Bid Format
Annexure U	Commercial Bid Undertaking
Annexure V	Proposed Approach and Methodology
Annexure W	Service Level Agreements
Annexure X	Escalation Matrix Format
Annexure Y	List of Countries – LIC Foreign Offices
Annexure Z	Module Wise Payment Plan
Annexure AA	Checklist of Submission with Technical Bid
Annexure AB	Non-Disclosure Agreement

10.1 Annexure A: Pre-Bid Query Format

(To be provide strictly in Excel format)

BidderName	Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

10.2 Annexure B: LIC Bank Details

भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

F&A Dept., Central Office, 'Yogakshema', Jeevan Bima Marg, P.B.No.19953, Mumbai 400 021

BANK ACCOUNT DETAILS

BANK NAME	KOTAK MAHINDRA BANK
BANK ADDRESS	5 C/II, GROUND FLOOR, MITTAL COURT, 224, NARIMAN POINT, MUMBAI-400 021
TITLE OF BANK A/C	LIFE INSURANCE CORPORATION OF INDIA
TYPE OF BANK A/C	CURRENT
BANK ACCOUNT NO.	7311115782
IFSC	KKBK0000958
MICR CODE	400485002

SIGNATURE

10.3 Annexure C: Earnest Money Deposit Guarantee

<Location, Date>

To,
The Executive Director (Personnel),
Life Insurance Corporation of India,
Personnel Department, Central Office,
5th Floor, West Wing, 'Yogakshema',
Nariman Point, Mumbai- 400021

Know all Men by these presents that we << Name of the Bidder>> having our office at <<Address>> (hereinafter called "the Bidder") are bound unto Life Insurance Corporation of India (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bidder binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bidder this <<insert date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

   a. Withdraws his participation from the bid during the period of validity of bid document.

      OR

   b. Fails or refuses to participate for failure to respond in the subsequent Tender process after having been shortlisted.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first

written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP LIC/CO/Personnel/HRMS Implementation/RFP-2023 from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding Anything Contained Herein:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
II. This Bank Guarantee shall be valid upto *<<insert date>>*)
III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before *<<insert date>>*) failing which our liability under the guarantee will automatically cease.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.4 Annexure D: Performance Bank Guarantee

<Location, Date>

To,
The Executive Director (Personnel),
Life Insurance Corporation of India,
Personnel Department, Central Office,
5th Floor, West Wing, 'Yogakshema',
Nariman Point, Mumbai- 400021

Dear Sir,

In response to the RFP LIC/CO/Personnel/HRMS Implementation/RFP-2023, M/s <<insert name of bidder>> having their registered office at <<insert address of bidder>> (hereinafter called the '**Bidder**') wish to respond to the said Request for Proposal (RFP) for self and other associated **Bidders** and submit the proposal and to provide related services as listed in the RFP document.

Whereas the '**Bidder**' has submitted the proposal in response to RFP, we hereby irrevocably guarantee an amount of <<insert amount in figures and words>> as bid security as required to be submitted by the '**Bidder**' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:
1. If the **Bidder** withdraws his proposal during the period of the proposal validity; or
2. If the **Bidder**, having been notified of the acceptance of its proposal by LIC, during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to LIC the said amount of <<Insert Amount in figures (Insert Amount in words)>> without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by **LIC** which shall be conclusive and binding on us irrespective of any dispute or difference raised by the **Bidder**.

Notwithstanding anything contained herein:
1. Our liability under this Bank guarantee shall not exceed _____

2. This Bank guarantee will be valid up to _____; and
3. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only upon service of a written claim or demand by you on or before_____.

In witness whereof _____, through the authorized officer has sets its hand and stamp on this day of at_____.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

(**Note**: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)

10.5 Annexure E: Self-Declaration for Compliance and Deviations

(On Company Letterhead)

I < ***Name***> working as < ***Designation***> in < *M/s. Company Name* > hereby declare that I am entrusted with the responsibility of ensuring compliance with various laws applicable to the company in the administration of business and affairs of the company.

After having examined and considered all relevant information and based on the information furnished by the concerned officers, I, do hereby certify that:

1. My company complied with all applicable laws, enactments, orders, rules, regulations, and other statutory requirements of the Central Government of India, State Government and other statutory and local authorities concerning the business and affairs of the company.
2. Paid all applicable statutory dues on due dates.
3. Maintains proper registers, records, documents, and books and filed proper returns, forms and statements and furnished necessary particulars to therelevant authorities.
4. Not done or committed any act or entered into any transactions in violation of any statutory provisions.
5. My company shall strictly follow and complied to LIC policies, procedures, and security measures during contract period.
6. My company will produce all documents for verification process as per LIC of India's requirements and various audit compliance. We hereby undertake and agree to abide by all the All Terms and Conditions including scope of work except technical specifications if any specify below.
7. We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations:
   List of deviations
   1) ___
   2) ___
   3) ___
   4) ___

(If left blank it will be construed that there is no deviation from the specifications given above)

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.6 Annexure F: Eligibility Criteria

#	Eligibility condition	Required documents to be submitted	Supporting Documents / Proof Reference
1.	The Bidder must be an Indian Company/ LLP /Partnership firm registered under the applicable Act in India.	Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. GST Registration Certificate and PAN. Certificate of Commencement of Business issued by the Registrar of Companies (For Public Limited Company). Bidder should additionally submit an Annexure on their profile in *Annexure G*.	
2.	The bidder should be in existence for a minimum period of 5 years in India as on 31.3.2023.		
3.	The Bidder should have a positive net worth as on 31.03.2023.	Certification by Competent Authority on Company's Letterhead or certificate from CA	
4.	The Bidder should be a profitable organization based on profit before tax (PBT) for at least 03 (three) out of the last 05 (five) financial years	Copy of the audited financial statement along with profit and loss statement for corresponding years and/or Certificate of the statutory auditor certifying the same.	

5.	The Bidder must have an average annual turnover of minimum Rs. 500 crores per annum during the last 02(two) financial year(s) i.e., FY22-23 and FY21-22. For start-ups/MSEs, the Bidder must have an average annual turnover of minimum Rs. 5 crores per annum during the last 02 (two) financial years i.e., FY22-23 and FY21-22.	Copy of the audited financial statement for required financial years.	
6	The proposed solution deployed on MeitY approved public cloud in India should have implemented / be under implementation Human Resource Management Systems in Insurance Companies/ Scheduled Commercial Bank/ Public Sector Undertakings/ Government Undertakings/ Autonomous Bodies / Listed Public Companies in India having minimum 30,000 users and minimum 2 such clients, during the last seven years with following major features/modules, at-least 6 (six) modules i. Employee Management ii. Attendance and Time Management iii. Recruitment and	Copy of the purchase order/ contract / engagement letter and credential letter from client-on-client letter head / credential email from client's official email ID. Bidder/OEM to provide details of successful projects, Client references clearly indicating the below: - Client Name - Brief Project description - Start/End date - No. of users for whom solution has been implemented - scope - deliverables - duration - status of engagement Bidder/OEM should specifically confirm on the company's letter head in this regard as per *Annexure H*	

	Onboarding iv. Training and Development v. Performance Management vi. Payroll Management vii. Benefits Administration viii. Reporting and Analytics ix. Mobile App x. Custom workflow-based systems		
7	Bidder should have experience in implementing the proposed Software Solution/Services with major features/modules for at least 2 clients in India. Major features include: 1. Employee Management 2. Attendance and Time Management 3. Recruitment and Onboarding 4. Training and Development 5. Performance Management 6. Payroll Management 7. Benefits Administration 8. Reporting and Analytics 9. Mobile App	Copy of the purchase order/ contract / engagement letter and credential letter from client-on-client letter head / credential email from client's official email ID. Bidder to provide details of successful projects, Client references clearly indicating the below: - Client Name - Brief Project description - Start/End date - No. of users for whom solution has been implemented - scope - deliverables - duration - status of engagement - user acceptance report Bidder should specifically confirm on their letter head in this regard as per *Annexure H* Along with this, please mention references of projects dropped without completion in *Annexure J*	

	10. Custom workflow-based systems Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed/is executing similar projects in India. (At least 2 client references are required).		
8	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Insurance Companies/ Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of Submission of Bid for this RFP.	Bidder should specifically certify in *Annexure K* in this regard.	
9	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020	Bidder should specifically certify in *Annexure K* in this regard and provide copy of registration certificate issued by competent authority wherever applicable.	

10	Past/present litigations related to product/services being procured under this RFP, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the LIC)	Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Insurance Companies/ Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.	
11	The bidder, if participating as Bidder of any OEM, then OEM should have a support centre and level 3 escalation (Highest) located in India and OEM Authorization (same as proposed in this bid) for any products/ solutions proposed as part of the project (software, middleware etc) For OEMs, directly participating, the conditions mentioned above for support centre remain Applicable.	OEM should specifically certify in *Annexure L* in this regard.	
12	The Bidder should not have any Service Level Agreement pending to be signed with the LIC for more	Bidder should specifically certify in *Annexure K* in this regard.	

	than 6 months from the date of issue of purchase order.		
13	Certification Requirement- **i.** Bidder must be SEI CMMI Level 3 certified **ii.** OEM must be ISO 27001 certified.	Copy of Valid Certificate(s) to be provided	
14	Functional Requirements – proposed solution should get a score of more than 70% in the *Functional Requirements Document* compliance	Excel File Embedded ("Functional Requirements Document by LIC")	
15	Proposed solution should get a score of more than 80% in the *Non-Functional Requirements (NFR) Document* compliance	Excel File Embedded ("Non-Functional Requirements Document by LIC")	
16.	Bid Fee Non-Refundable Bid Fee of INR 25,000/- + 4500/- (18% GST) = Rs. 29,500 (Rupees Twenty-Nine Thousand Five Hundred Only)	NEFT/RTGS to Account of "Life Insurance Corporation of India". Refer to *Annexure B*	
17	Earnest Money Deposit	EMD: 3,00,00,000 (Rupees Three crores Only)	
18	Proposed Project manager for this Assignment must have Over 15 Years of IT experience with minimum 12 Years of any HRMS implementation	CVs in the Prescribed format must demonstrate the proven experience Format given in *Annexure M*	

	experience for similar scope as in this RFP. Proposed team leader(s) for this Assignment must have Over 10 Years of IT experience with minimum 7 Years of in HRMS implementation similar scope as in this RFP		
19	Team proposed for this Assignment must have at least 2 years of HRMS implementation experience	CVs in the Prescribed format must demonstrate the proven experience. Format given in *Annexure M* Proposed Team Composition, Tasks assigned, and their Availability should be provided in the format given in *Annexure N.*	
20	Authorized Signatory	Authorisation Letter as per format given in *Annexure O and Annexure P*	

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.7 Annexure G: Bidder Profile

(On Bidder's letter head)

S.No	Particulars	Particulars / Response
1	Company Name	
2	Nature of Entity (Company/LLP/Partnership)	
3	Registration No. and date of registration.	Registration Certificate to be enclosed
4	Certificate of Incorporation	Enclose Copy
5	Brief Information on the Bidder and the main area of business	
6	PAN Number of the Firm	PAN Number: Enclose Copy of PAN
7	GSTN Number of the Firm	GSTN Number :
8.	Address of Registered Office with contact numbers	
9	Website URL of the Firm	
10	Authorised Signatory of the Firm (a) Name (b) Designation (c) Address (d) Mobile Number (e) Landline (f) Email Address	Enclose board resolution
11	Bid Fee Payment Detail Amount Paid Date of Payment UTR No	
12	Contact Official Details (a) Name (b) Designation (c) Address (d) Mobile Number (e) Landline (f) Email Address	

<table>
<tr><td>13</td><td>Other Relevant Information</td><td colspan="3"></td></tr>
<tr><td rowspan="4">14</td><td rowspan="4">Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.

Audited/Provisional/CA certificate of Balance sheet and Profit & Loss accounts for last 3 years to besubmitted.</td><td>Year</td><td>Turnover</td><td>Net Profit/ Loss(-)</td></tr>
<tr><td>2022-23</td><td></td><td></td></tr>
<tr><td>2021-22</td><td></td><td></td></tr>
<tr><td>2020-21</td><td></td><td></td></tr>
<tr><td rowspan="2">15.</td><td rowspan="2" colspan="2">Number of staff on the payroll of the firm for HRMS implementation.</td><td>All HRMS product</td><td colspan="2"></td></tr>
<tr><td>Proposed product</td><td colspan="2"></td></tr>
<tr><td rowspan="3">16</td><td>Name of Organization for whom service rendered</td><td>Year</td><td>Period proposed for completion</td><td>Actual period for completion</td><td>Team Size</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
</table>

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.8 Annexure H: Client Reference Format

(Project Citation Format)

(Enclose separate sheet for each reference)

RFP for Design, Development, Implementation and Maintenance of HRMS System for Life Insurance Corporation of India

(Ref: LIC/CO/Personnel/HRMS Implementation/RFP-2023)

Date: 6th July 2023

Bidder should submit the client references and *contact details (email/ landline/ mobile) of* prior experience in design, deployment and implementation of HRMS Solution. Bidder should attach Purchase Order/ Service Level Agreement/Completion certificate to substantiate the forms *with Copy of Purchase Order.* LIC shall visit/make conference call to any of two clients. For each prior experience reference that the bidder wants to highlight, one sheet in the below template must be submitted as part of the technical bid in the proposal. Please provide following information for most relevant clients in India:

It is mandatory to provide details for all the project to be evaluated under the **Eligibility Criteria** and **Technical Evaluation Criteria in the following Format**.

Important:

Bidders are required to provide details of relevant experiences in the format give below, highlighting

Experience of designing & implementing a similar project. Use separate sheet for each citation

Approximate Value of the Assignment must be indicated where the exact value cannot be disclosed due to NDA with client. (Example Assignment Value/Value of Work may be indicated as > 25 Lacs, or > 50 Lacs like that).

Sl. No	Particulars	Details
	Name of the bidder for which client reference is being provided	
1	Citation Serial Number	
2a	Name of Client	
2b	State Nature of Client's Firm : Scheduled Commercial Bank/ PSU Insurance/ Public Sector Undertakings/ Government Undertakings / Autonomous Bodies / Listed Public Companies, in India	
2c	No of Users Covered in the Assignment	
3	Address of Client	
4a	Client Reference contact 1	Name: Designation: Address: Phone No: Mob No: Email ID:
4b	Client Reference contact 2	Name: Designation: Address: Phone No: Mob No: Email ID:

5	**Project Details**	
5a	Name of the Project	
5b	Description of the assignment and the scope of services delivered by the bidder to the clients; please specify modules deployed as part of the HRMS.	
5c	Description of the solution implemented. Also indicate whether it is the same as the solution proposed to LIC	
5d	Duration of the assignment (in months) as per the agreement:	
5e	Value of Work Order for implementation (In Lakh) (only single work order)	
5f	Value of Work Order for solution deployed (In Lakh) (only single work order)	
6	Team size for the assignment (full time members) For the project:	
6a	Total no. of man hours in the assignment	
7	Assignment start date (Month & Year)	
8	Assignment end date (Month & Year)	

9	Project Timelines / Phases / Duration(in Weeks)/ No of Staff months of the HRMS Consulting assignment	
10	Current Status (In Progress / Completed)	
11	If ongoing: Which of the assignment have been accomplished Which are in pipeline and ongoing	
12a	Name of the Proposed Key Professionals(Team Leader/Lead Consultant) involved and functions performed by them (The key professionals whose CV is Proposed for the current assignment as Lead Consultant/Team Leader).	
12b	Name of Team members involved and functions performed by them. Those team members whose CV are proposed for the current assignment as Team member.	
13	Brief narrative description of Project with Scope of Work	

14	Assignments undertaken that are relevant to current project (Similar Nature of Work).	
15	Does the assignment involve :	(YES/NO and provide brief Note on assignment)
	(a) Payroll , Benefits Administration, reimbursements, Terminal benefits (PF, Gratuity, Pension)	
	(b) Recruiting, onboarding ,learning and development	
	(c) performance & appraisal, promotions, career and succession planning,	
	(d) Time and attendance, absence management	
	(e) HR Self Service and Mobile App	
Attach work orders/ certificates specifying "completion" OR "satisfactory work in progress" and Scope of Work in the Assignment.		

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.9 Annexure I: Bidder Experience Details

The Bidder should provide below an informative and objective description of their size and scale of appropriate business practice/vertical that will be directly aligned in providing the in-scope services for this RFP. This should include:

S. No.	Information	Particulars / Response
1.	Bidder's experience providing HRMS solution (in years)	
	a) Experience in India	
	b) Global experience	
2.	Bidder's experience providing proposed HRMS solution (in years)	
	a) Experience in India	
	b) Global experience	
3.	Total number of proposed HRMS contracts Executed.	
4.	No. of qualified professional employed	
5.	No. of qualified professional employed in Mumbai	
6.	Number of operating offices in India	
7	No. of resources aligned to this practice	
8	a) Delivery locations (within India)	
	b) Operating Office Mumbai (Yes/No)	
9	Relevant tools, IPS and any other value-add services that the bidder has to offer	

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.10 Annexure J: Client Reference Format: Projects Dropped without Completion

Use the format below to provide information about projects for which your firm was legally contracted for carrying out design, deployment, and implementation of HRMS Solution and which were dropped without completion. (Use separate sheet for each client)

1	Name of the bidder for which client reference is being provided	
2	Description of the assignment and the scope of services delivered by the bidder to the clients; please specify modules deployed as part of the HRMS.	
3	Duration of the assignment (in months) as per the agreement:	
4	Start date:	
5	Date on which the project was dropped:	
6	Contact details of the client	
7	Reasons for non-completion / dropping	
8	Any other relevant information	

The aforesaid details to be provided for the projects which were undertaken during the last 5 years i.e. from 1st April 2018 to 31st March 2023.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.11 Annexure K: Not Blacklisted and compliance to requirements

RFP for Design, Development, Implementation and Maintenance of HRMS System for Life Insurance Corporation of India
Ref: LIC/CO/Personnel/HRMS Implementation/RFP-2023

Date: 6th July 2023

Eligibility Criteria (Pre- Qualification)	Bidder should not have any litigation against LIC or any other organizations which may materially impact the bidders' responsibility to implement the scope of this RFP
	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.

Details of Litigation(s) (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) Under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. **YES / NO**
C) I 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 or 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 fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

I have complied with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020.

I further certify that this bidder does not have any Service Level Agreement pending to be signed with the LIC for more than 6 months from the date of issue of purchase order.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.12 Annexure L: OEM Authorization Format

Ref: Date:

To,
The Executive Director (Personnel),
Life Insurance Corporation of India,
Personnel Department, Central Office,
5th Floor, West Wing, 'Yogakshema',
Nariman Point, Mumbai- 400021

Dear Sir,

Sub: **RFP for Design, Development, Implementation and Maintenance of HRMS System for Life Insurance Corporation of India**

Reference: LIC/CO/Personnel/HRMS Implementation/RFP-2023

We <OEM Name> having our registered office at <OEM Address> are the developers of …….. do here by authorize M/s (Name and address of the Partner) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates/upgrades. The cost quoted by the bidder includes back-to-back OEM support charges for the entire period of contract or till the services are renewed by the bidder whichever is later.

We additionally confirm that we have a level 3 escalation centre in India (Highest) for the product/ solutions proposed as part of the project (software, middleware etc)

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s. during the 8-year contract period as per terms and conditions of the RFP.

We also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by M/s ……..for all the products quoted for and supplied to LIC during the contract period.

We also undertake that in case of failure in implementation of the solution in respect of the terms defined as per scope mentioned in the RFP by the<Bidder Name>, we …… (OEM) will take ownership to implement the same either ourselves or through our other authorized partner as per scope of the RFP, without any additional cost to LIC.

The cost quoted by M/s …… is inclusive of back-to-back support from OEM……..

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the company. It should be included by the bidder in the bid.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.13 Annexure M: Team Member Details Profile/ CV Format

Reference: RFP for Design, Development, Implementation and Maintenance of HRMS System for Life Insurance Corporation of India

Ref: LIC/CO/Personnel/HRMS Implementation/RFP-2023

Curriculum Vitae (CV) of Personnel (Project Manager /Team Lead/Team Members)		
1	Proposed Position	
2	Name of Staff [Insert full name]:	
3	Date of Birth:	
4	Nationality	
5	Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:	
6	Total No. of years of experience	
7	Total No. of years of experience in IT	
8	Total No. of years of experience in HRMS Implementation	
9	Proven expertise in the following Key HRMS Components: (State among the HRMS Capabilities handled in the previous HRMS salutation implementation assignment in India (i) Payroll , Benefits Administration, reimbursements, Terminal benefits (PF, Gratuity, Pension) (ii) Recruiting, on-boarding ,learning and development (iii) performance & appraisal, promotions, career and succession planning, (iv) Time and attendance, absence management (v) HR Self Service, Mobile App) and other relevant HRM Capabilities.	
10	Highest Duration of Assignment for the HRMS salutation implementation Assignment in India among the submitted references (in weeks)	
11	No of HRMS solution implementation Assignments in India for the Similar Scope for HRMS	
12	HRMS solution implementation in India for Clients with maximum users: State the users count	
13	HRMS salutation implementation Assignment with SaaS HCM Suites experience : YES/NO , State the name of Client and Citation Serial No.	

14	Indian PSU Banks / PSU Insurance HRMS salutation implementation. YES/NO, State the name of Client and Citation Serial No	
15	Total No. of years with the firm	
16	Areas of expertise and no. Of years of experience in this area (as required for the Key Professional Positions - mandatory):	
17	Certifications and Trainings attended	
18	Details of Involvement in Projects (only if involved in the same):	
19	Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:	
20	Membership of Professional Associations	
21	Employment Record [Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held:	
	From (Year):	
	To (Year):	
	Name of employing organization :	
	Positions held :	
22	Detailed Tasks Assigned [List all tasks to be performed under this assignment]	
23	Relevant Work Undertaken that Best Illustrates the experience as required for the Role (Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks required in the RFP)	

Summary of Past Professional Experience (Mention for all relevant projects)		
1	Professional Experience Citation Serial No:	
2	Name of assignment or project:	
3	Year:	
4	Location:	
5	Purchaser:	
6	Main project features:	
7	Positions held:	
8	Value of Project (approx value or range value):	
9	Client employees count:	
10	Team Size:	
11	Activities performed:	
12	List Similar nature of activities relevant to this assignment:(Clearly state the areas: HRMS salutation implementation, assignment in India (i) Payroll , Benefits Administration, reimbursements, Terminal benefits (PF, Gratuity, Pension) (ii) Recruiting, on-boarding ,learning and development (iii) performance & appraisal, promotions, career and succession planning, (iv) Time and attendance, absence management (v) HR Self Service, Mobile App)	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

_____

(Signature of staff member or authorized representative of the staff)

Day/Month/Year

Full name of Authorized Representative: ___

10.14 Annexure N: Proposed Team Composition, Tasks assigned and their Availability

RFP for Design, Development, Implementation and Maintenance of HRMS System for Life Insurance Corporation of India

Ref: LIC/CO/Personnel/HRMS Implementation/RFP-2023

The details of each individual full time team member including project head and team leader who would lead this assignment should be provided in the format given below. This annexure must be filled up in respect of all the team members who will be directly associated with the LIC for the project.

Team composition and Key Tasks

Name of Staff	Qualification	Experience in (No of Years)		Area of Expertise	Position Assigned	Task/Role Assigned	Time Committed for the Engagement
		Overall Experience	With Present firm				

Information on Team Involvement in other Engagements

Name of Staff	Qualification	Experience in (No of Years)		Area of Expertise	Position Assigned	Current Assignments where the Resource CV had been presented in the proposal	End Date of the Assignment (as estimated on the date of submission of this bid)	Task/ Role Assigned	Time Committed for the Engagement
		Overall Experience	With Present firm						

(Any information withheld / misrepresented, may lead to rejection of the bid OR cancellation of the contract)

Team composition must continue till the completion of the project.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal

10.15 Annexure O: Bidder Authorized Signatory Format

To be signed by the bidder's Company Secretary

Date:

To,
The Executive Director (Personnel),
Life Insurance Corporation of India,
Personnel Department, Central Office,
5th Floor, West Wing, 'Yogakshema',
Nariman Point, Mumbai- 400021

Sir,
Reference: Invitation for RFP for Design, Development, Implementation and Maintenance of HRMS System for Life Insurance Corporation of India

Ref: LIC/CO/Personnel/HRMS Implementation/RFP-2023

Mr./ Mrs./ Ms. _____ has been authorized by our Company Board/ Director/ Managing Director to sign the documents to be submitted for participation in the above referred RFP, and its subsequent modifications/clarifications, as "Authorized Signatory" on behalf of our company. The copy of our board resolution is enclosed herewith.

The signature of Mr. / Mrs./ Ms. _____ is as below.

(Sample Signatures of the Authorized Signatory)

Dated at _____ this _____ day of _____20__.

(This letter should be on the letterhead of the firm duly signed by authorized signatory and Company Secretary)

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.16 Annexure P: OEM Authorized Signatory Format

Date:

To,
The Executive Director (Personnel),
Life Insurance Corporation of India,
Personnel Department, Central Office,
5th Floor, West Wing, 'Yogakshema',
Nariman Point, Mumbai- 400021

Sir,
Reference: Invitation for RFP for Design, Development, Implementation and Maintenance of HRMS System for Life Insurance Corporation of India

Ref: LIC/CO/Personnel/HRMS Implementation/RFP-2023

Mr./ Mrs./ Ms. _____ has been authorized by our Company Board/Director/ Managing Director to sign the documents to be submitted for participation in the above referred RFP, and its subsequent modifications/clarifications, as "Authorized Signatory" on behalf of our company. The copy of our board resolution is enclosed herewith.

The signature of Mr. / Mrs./ Ms. _____ is as below.

(Sample Signatures of the Authorized Signatory)

Dated at _____ this _____ day of _____20__.

(This letter should be on the letterhead of the firm duly signed by authorized signatory and Company Secretary)

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.17 Annexure Q : Technical Cover Letter

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

To,
The Executive Director (Personnel),
Life Insurance Corporation of India,
Personnel Department, Central Office,
5th Floor, West Wing, 'Yogakshema',
Nariman Point, Mumbai- 400021.

Dear Sir,

Date: 6th July 2023

Ref: RFP No. LIC/CO/Personnel/HRMS Implementation/RFP-2023

~~~~~~

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

a. While submitting this Bid, we certify that:

   i. The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
   ii. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
   iii. Commercial price Bid submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
   iv. The commercial price Bid submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
~~~~~~

v. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
vi. We have quoted for all the products/services mentioned in this RFP in our commercial price Bid.
vii. The rate quoted in the commercial price Bid are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by LIC, without any exception.

b. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
c. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the LIC, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
d. We undertake that we will not resort to canvassing with any official of the LIC, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
e. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the LIC will have right to disqualify us from the RFP without prejudice to any other rights available to the LIC.
f. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the LIC.
g. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at *Annexure W* of this RFP and the rates quoted therein for the orders awarded by the LIC up to the period prescribed in the RFP, which shall remain binding upon us.
h. On acceptance of our technical Bid, we undertake to participate in the evaluation of commercial price Bid. In case of declaration as successful Bidder on completion of the bidding process, we undertake to complete the formalities as specified in this RFP.

i. All the qualified Bidders will receive a total score based on their technical and commercial criterion. The Bidder with the highest total score will be declared as successful and shall be commenced for award of contract.
j. Till execution of a formal contract, the RFP, along with the LIC's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the LIC and us.
k. We understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
l. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
m. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial LIC/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
n. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support centre and level 3 escalation (highest) located in India.
o. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the LIC for more than 6 months from the date of issue of purchase order.
p. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
q. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the LIC to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
r. We understand that Bids must be supported by EMD. Accordingly, we undertake that (a) we shall not withdraw or modify our Bid during the period of Bid validity; (b) if we are considered technically qualified Bidder by LIC, we shall participate in the evaluation of commercial price bid; (c) we have not made any statement or enclosed any form which may turn out to be false/ incorrect at any time prior to signing of Contract; (d) if we are awarded the Contract, we shall accept Purchase Order and/or sign the Contract with LIC and furnish Bank Guarantee, within the

specified time period in the RFP. (e) In case we do not comply with any of the above points, LIC has the right to forfeit the EMD.

s. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the LIC in the RFP document.

Dated this ..... day of 2023.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.18 Annexure R: Technical Evaluation Criteria

#	Category	Technical Evaluation Criteria and Sub Criteria with Sub Criteria item marks	Max Marks	Reference Details (Please Provide references in prescribed format for evaluation)
1	**Bidder's Experience**	Both on-going as well as completed projects will be considered. (In last 10 years). **Scoring methodology is given as under:** Undertaken HRMS implementation projects at organizations with user base as under: - i. More than 30,000 (5 marks for each project) ii. 20,001 to 30,000 (3 marks for each project) iii. 10,000 to 20,000 (2 marks for each project) **(Subject to maximum 10 marks)** Number of HRMS Implementation projects either completed / on-going by bidders team based in India for implementing Saas based HRMS on cloud platform as on bid submission date of RFP for Insurance Company/Public Sector Banks (PSBs) /Private Sector Banks/ Public Sector Enterprises (PSEs)/Listed Companies/ private sector insurance (with employee count of 3000 and above) i. Completed project – 2 marks per project ii. On-going project – 1 mark per project **(Subject to maximum 5 marks)**	**20**	Copy of the purchase order/ contract / engagement letter. Bidder/OEM to provide details of successful projects, Client references clearly indicating the below: - Client Name - Brief Project description - Start/End date - no of employees - scope - deliverables - duration - status of engagement Bidder/OEM should specifically confirm on their letter head in this regard as per *Annexure H*

		Number of HRMS Implementation projects completed / on-going by bidders team based in India for implementing proposed SaaS based Human Resource Management system as on bid submission date of RFP for Insurance Company/Public Sector Banks (PSBs) /Private Sector Banks/ Public Sector Enterprises (PSEs)/Listed Companies. i. Completed project – 2 marks per project. ii. On-going project – 1 mark per project **(Subject to maximum 5 marks)**		
2	**Bidder's Capabilities**	Bidder size and scale of practice for the in-scope services (# of resources, locations, certified resources in relevant product capabilities, Tools/IPs etc.) HRMS implementation team on payroll of the bidder in India dedicated to implementations for Indian clients. i. 0-100 2Marks ii. 101-200 4Marks iii. 201-300 6Marks iv. 301-400 8 Marks v. Above 400 10 Marks **(Subject to maximum 10 marks)**	**10**	Self-Declaration to be provided on Company Letter Head
3	**Solution Delivery and Support**	Bidder's understanding for the Project and proposed solution. **Project Understanding:** 1. Approach and Methodology for project execution and operations	**30**	• Presentation with proposal to LIC along with relevant documents to be submitted as Proof of implementation within timelines defined in

		a) Cloud based HRMS solution implementation b) Understanding the scope of work and each sub module of the RFP as demonstrated in the response to the RFP. c) Proposed work plan & methodology is to be adopted for execution. d) Clearly defined timelines, deliverables and Milestone based marking. e) Overall project plan including identification of dependencies and detailed activity plan. f) Operations support: All the support plan and the support for the solutions proposed should be based in a support centre and level 3 escalation (highest) located in India. g) Training plan: Smooth, effective, and efficient transition process including knowledge transition, ensuring proper handover of capabilities to LIC's in-house teams for scale up and sustainability. 2. Service Delivery approach (including operations and helpdesk) 3. Quality Assurance Plan & Methodology 4. Risks and Mitigation Plan 5. Multi region Business Continuity Planning 6. Exit Management Plan		Scope of Work. Customer references to be submitted. • Comprehensive and complete document covering bidder's methodology, project plan and capabilities (not covered in other supporting documents) to be provided
		Proposed Technical Solution Design Architecture, Key Features, functionalities for offered Solution - Ready-to-start as well as proposed a. Product Roadmap.		

		Clarity of Completeness of security solutions i. Information Management and Protection ii. Mobile Device Management iii. Advanced Phishing protection iv. Other security components b. Scalability and Interoperability features (current and proposed) i. HRMS solution scalability and related architecture to meet customer requirements and future requirements ii. Interoperability c. List of additional third-party tools used to fulfil the functional and technical requirements mentioned in RFP. Please provide complete details of OEM d. Proposed Team for project implementation and operations i. Completeness of team roles ii. Detailing of no. of team members for implementation and operation phase separately along with name, count of resources, detailed On-site and offshore deployment plan iii. Availability of sufficient roles for the task along with relevant experience of each resource		

		proposed along with detailed job description iv. Availability of on-site program management team v. Commitment of senior leadership team's availability for project delivery and review along with exact time commitment on monthly basis. vi. Detailed plan of Helpdesk and Operations support including tools proposed, approach to meet the SLAs and any innovative solutions. e. Migration approach and methodology (including for replace & transfer) i. Migration Methodology ii. Detailed migration plan including migration timelines, approach, tools proposed and other details iii. Bidders approach to expedite the migration as against the RFP requirements f. Value adds proposed against RFP requirements		
4	**Feedback**	Client Reference – Quality of Feedback (For implementation and solution deployed)	**10**	As per LIC's discretion Refer to *Annexure H*
5		Functional Requirements mapping as per the "Functional Requirements Document by LIC"	**40**	Compiled Functional Requirement Document

	Solution capabilities	Non-Functional Requirements as per the "Non-Functional Requirements Document by LIC"		**20**	Compiled Non-Functional Requirement Document
		Proposed HRMS solution deployed at organizations with user base as under: - i. More than 50,000 (5 marks for each project) ii. 30,001 to 50,000 (3 marks for each project) iii. 10,000 to 30,000 (1 marks for each project) **(Subject to maximum 10 marks)**		**10**	Copy of the purchase order/ contract / engagement letter. OEM to provide details of successful projects, Client references clearly indicating the below: - Client Name - Brief Project description - Start/End date - no of employees - scope - deliverables - duration - status of engagement OEM should specifically confirm on their letter head in this regard as per *Annexure H*
6	**Solution Maturities**	No. of IRDAI approved insurance companies or scheduled commercial banks in India where the proposed product has been or is being implemented on SAAS on MeitY certified public cloud **3 marks per credential.**		**30**	
7	**Live Demonstration of Human Resource Management System**	Employee Creation and Life Cycle Management	Max 5	**20**	Live Demonstration to LIC
		Payroll Processing and its associated modules	Max 10		
		Web-based portal and Mobile App-based Self-Service features	Max 5		
8	**Use Case:** Detailed solution to be demonstrated for the	Seniority List	Max 5	**10**	Live Demonstration to LIC
		Stagnation and Fixation	Max 5		

	use cases and process maps provided in *Annexure S.*				

Note: The 'Functional Requirements Document by LIC' has detailed requirements for all HR processes prevalent at LIC. Scoring for such requirements will be on the basis of availability of the same. If a certain requirement is not readily available and ***'Will be available as requested in 6 months from date of project start as per the roadmap of the solution',*** the OEM is required to provide necessary certification for this in the form of a Self-Declaration on the company's letterhead.

Written confirmation is required by OEM on plan to include in its product roadmap items that are essential to meet this RFP's requirements within planned project timeline**.**

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.19 Annexure S: Process Map for Technical Use Cases

10.19.1 Use Cases:

Title	Use Case
Transition from In Service to Pensioner	An employee is due to retire in the month of August in 2023. His date of birth is 22 August 1963. His date of joining was 1st September 1988. His next promotion was due in September 2022. As his retirement is approaching, illustrate using your understanding of HR processes, the data masters that will be impacted: • Where the data will be removed from • Where the data will be archived • Which processes will get impacted eg: terminal benefits, promotion, etc. (study as well the process maps are provided to understand impact on seniority) • Where data needs to be validated and closed before date of retirement for smooth offboarding Post retirement, retired employee has lost his dependant father and now wants to update his nominees for pension and gratuity (His dependents were only 2 – father and wife). Illustrate change in access rights after pension and mention key areas of challenges.
Disciplinary Process and Seniority List	• A disciplinary case has been initiated against an employee and has been mapped to the non-vigilance process flow. • Upon review further in the process, it is identified as a vigilance case. • The case needs to be mapped to the vigilance process flow at the relevant stage to avoid any unnecessary loss of time by initiating the same from the beginning Illustrate the interface where seniority list is checked before the end of the disciplinary process and the impact on this list at the end of the process (where claim on employee is not proved)
Stagnation & Fixation	**Stagnation:** An employee was last promoted on 1st April 2015. Employee has performed well but reached stagnation scale in April 2020 increment.

	Case 1: In April 2023, after release of stagnation increment, demonstrate the process and pay details. *Case 2*: In April 2023, employee gets promoted. Demonstrate the process and pay details. **Fixation:** An employee joined the organisation in November 2013. He was promoted in May 2022. He can either chose to take the promotion in May 2022 or in November 2022. Demonstrate the option details and impact of pay in each option. (Assume Basic Salary and increment percentage for calculation)

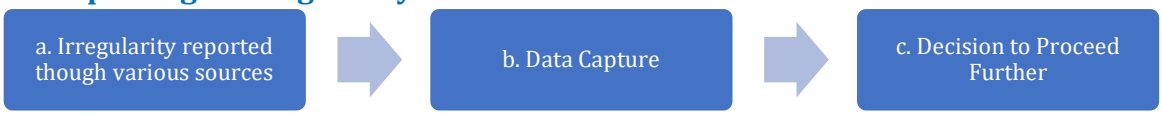
10.19.2 Process map for Disciplinary Process

High Level Process Overview:

Process Overview

Details of Process Steps

1. Reporting of Irregularity



a. ***Irregularity Reported*** can be through Complaint/ External Reference/ Any Internal Mechanism – SVC/Audit/Inspection/QMA , CVC. Irregularity is reported on the UDIT section EDMS Admin Work File
b. ***Data Capture*** of the irregularity and the source of irregularity is conducted. Employee details are also captured at this stage. Also, employee details can be captured after investigation of the irregularity.
c. ***Decision to Proceed Further*** is made by the competent authority after evaluating the nature of irregularity. One of the following steps is followed as per their decision:
    i. To Close with No Action – No Investigation necessary and the irregularity is settled through a Caution, Warning or Censure
    ii. To Proceed without Investigation – In this case, LIC is required to proceed directly to initiation of action, eg – Court Judgment, FCC, etc.
    iii. To Investigate – As per the irregularity, number of Investigating Officials is decided.

2. Investigation

Thorough Investigation is conducted and type of irregularity is determined which will dictate the further steps. The following is the process flow:

a. ***Preliminary Investigation –*** Preliminary Investigation Report is prepared following which an Office Note is drafted including all investigation findings. This is followed by further investigation as per decision of the Division In-Charge.
b. ***Determination of Case Type –*** All cases are classified as Vigilance or Non-Vigilance as per the following-
    i. Vigilance Angle
    ii. Involvement of the Officials
    iii. Financial Loss to Corporation

If identified as a Non-Vigilance Case, the case is closed with either No Action, Caution, Warning, or Censure or can also proceed with disciplinary action (Major or Minor) after investigation. Concurrence by Vigilance Department is not necessary.

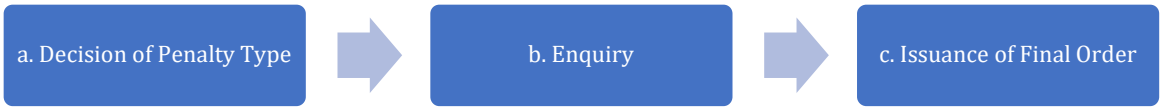
If identified as a Vigilance Case, an explanation from all officials along with the employee is called for. Following this, an office note with contentions of the officials is put up to the competent authority. Concurrence by Vigilance Department is essential at various stages

c. ***Decision of Disciplinary Authority*** – The Disciplinary Authority for the case is decided as per the following factors:
   i. Employee Cadre
   ii. Office Location

The Disciplinary Authority has the decision-making power for the remaining process flow.

3. Initiation of Action

Once the type of case is finalized, initiation of legal action begins with the deciding the type of penalty applicable. The same process flow is followed for both Vigilance & Non-Vigilance cases with only concurrence by the Vigilance department as an additional step for Vigilance Cases.



a. ***Decision of Penalty Type*** – Subjective to the irregularity, the type of penalty (Minor or Major) is decided by the Disciplinary Authority at this stage. If a Minor Penalty is imposed, a Statement of Imputation of Lapses is issued to the delinquent employee and the Disciplinary Authority decides if required to proceed with an enquiry. In case of Major Penalty, a Charge Sheet is issued to the delinquent employee and this is followed by Enquiry (except for when delinquent employee pleads guilty).

b. ***Enquiry*** – In case when the Disciplinary Authority decides to proceed with enquiry, the following steps are followed:
   i. Appointment of Enquiring Officer & Presenting Officer by Disciplinary Authority
   ii. Preliminary and Regular Enquiry sittings schedule

iii. Enquiry Report shared with Disciplinary Authority and Delinquent Employee
iv. Issuance of Show Cause Notice proposing penalty

In case of Vigilance Cases, the exact degree of penalty is decided after review by the Chief Vigilance Officer after obtaining concurrence from the Vigilance department.

c. ***Issuance of Final Order –*** The Disciplinary Authority issues the final order after finalization of Penalty and Recovery of Loss. In Vigilance Cases, concurrence by Chief Vigilance Officer is essential prior to issuance of the Final Order.

4. Implementation of Final Order

After issuance of Final Order by the Disciplinary Authority, the penalty is implemented on the delinquent employee. Duration and Details of the penalty are clearly mentioned.

In case of Retired Employees, Approval by Executive Committee is necessary before the implementation of the final order. After serving of the penalty by the employee, the case is declared closed.

5. Appeal

In case the employee is in disagreement with the final penalty imposed, they are eligible to appeal the Disciplinary Authority's decision. The Appellate Authority is decided in the same manner as the Disciplinary Authority-

i. Employee Cadre
ii. Office Location

The case is then forwarded to the Appellate Authority, and the final decision is received past-review by the Appellate Authority. In case of a Vigilance Case, concurrence by the Chief Vigilance Officer is necessary before implementation of Final Penalty.

As a provision, the Appellate Authority (*only till 6 months of the order issue*), the MD and the Chairman have the authority to review any case even when an appeal has not been triggered by the delinquent employee. As per their understanding of the case, they may instruct the disciplinary authority to review the case after repeating the investigation process.

As an exception, in case the penalty in not implementable on technical grounds, the Chairman has the authority to instruct the Disciplinary Authority to directly proceed with the Final Order (Concurrence by Vigilance Department is necessary in case of vigilance cases)

In case the employee is in disagreement with the Appellate Authority's decision, there is a provision for a final round of appeal with the Chairperson, called ***Memorial.*** The case is reviewed by the Chairperson at this stage and a final penalty is decided. Concurrence of the Chief Vigilance Officer is not required at this stage.

Note : Retired Employees are not eligible for Appeal or Memorial

Disciplinary Clearance

As an implication of the disciplinary process, if any penalty is imposed on an employee for a period of 3 years (from the date clearance is requested for), they are not eligible for the following-

i. Passport & Visa Clearance
ii. Housing Loan
iii. Foreign Posting
iv. Deputation
v. Promotion
vi. Appointment on any Panel/Committee
vii. NOC Issue

Property Return

Employee is required to declare the following details (As on 31st March), from 1st April to 31st July, for themselves, their spouse and dependant children:

- Family Details
- Movable Assets
- Immovable Assets
- Liabilities

Scrutiny is done for a portion of the population (20%) at Divisional, Zonal and Central Office based on Cadre and Posting. Under this process,

- Current year property return is compared with previous year's property return
- Check to identify if assets are disproportionate or not

If any irregularity is identified, disciplinary proceeding is initiated. Disciplinary Clearance (as mentioned earlier) is not provided as per discretion.

In case of new employees joining after 31st July, they are eligible to declare the required details within 30 days of joining

10.19.3 Process map for Seniority List

Process Overview

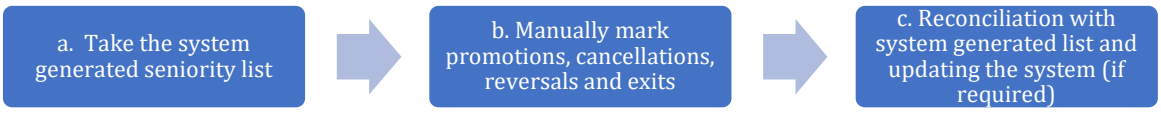
LIC maintains a seniority list for all employees in respective cadres as per central office guidelines. Seniority list forms an important criterion for determining cases of promotions, transfers and administration of certain employee benefits (e.g. allotment of staff quarters etc.)

The seniority list is prepared basis key factors

- Direct recruits' seniority list is prepared basis the merit list published at the time of recruitment
- For all officers in any cadre the seniority list is prepared and maintained year wise for employees joined/promoted in that year
- When employees are promoted from junior to senior cadre, employees are stacked at the bottom of the seniority list (In the same seniority order as they existed in the junior level)

The factors for preparing seniority list are automated in a separate module and information from the seniority module is updated for use 01st January every year.

Updating the seniority list goes through the following steps



Interdependencies with other Processes Systems/Data Points

#	Process Description	Dependency on	What is the Dependency?
1.	Vigilance & Discipline	Demotion & reversal	Upon completion of disciplinary enquiry an employee's grade may be reversed to a junior
2.	Recruitment	Merit list	Initial seniority list for the cadre is based on published merit list
3.	Promotion	Revised Grade	Promotion from a junior level to senior level requires re-adjustment of the junior level seniority list

10.19.4 Process map for Stagnation and Fixation

High Level Process Overview:

Stagnation & Fixation of pay are defined mechanisms to manage the increment to basic pay under different conditions as follows

1. Stagnation: is the increment grated to employees stagnating at the maximum of their pay scales. This is applicable once in every 3 years and overall, 3 stagnation increments may be provided to the employee within the same scale.
2. Fixation: is the process of applying Normal Grade Increment (NGI) and Promotion Increment (PI) and comes into consideration only upon promotion to the next higher level.

Process Overview & Illustration

a. Stagnation

In case of reaching the end point of pay scale, an executive would be allowed to draw stagnation increment, one after every three years upto a maximum of three such increments provided the executives gets a performance rating of 'Good' or above and there are no disciplinary/vigilance cases outstanding against the executive.

It may be illustrated as follows –

Basic pay as on 31.12.2022	INR 215000
Scale of Pay	INR 80000 - 220000
Date of NGI	01.01.2023
Next Increment	3% of INR 215000 or (INR220000 – INR215000) = INR 5000
Basic Pay after granting NGI on 01.01.2023	INR220000
Next Increment	3% of 220000 = 6600/-
Next Increment Dates (As stagnation Increment dates)	01.01.2026 (1st Stagnation Increment) 01.01.2029 (2nd Stagnation Increment) 01.01.2031 (3rd Stagnation Increment) No Stagnation Increment applicable post the third one in case the executive continues to stay in the same payscale

Scenario A: Applicability of Fixed Pay Allowance i.e/ FPA (employees on rolls before April 1, year 2000) to Stagnation increment

	2023	2024	2026

Employee A (on rolls before Apr 1, 2000)	ADM Reached Max of Scale	FPA (+1 scale increment)	FPA+ Stagnation Increment
Employee B (joined after Apr1, 2000)	ADM Reached Max of Scale	Not applicable	0+ Stagnation Increment

Scenario B: Handling of FPA upon promotion after reaching stagnation

FPA is a special component of pay; which once applied continues to exist throughout the service of the employee. For each level of employment the FPA is revised and continues to exist as an additional component.

Maximum basic in AO level	100000
Increment, FPA = 1 increment	5000
After 1 year of reaching stagnation = Basic+ FPA	100000 + 5000 (FPA)
1st Stagnation Increment applied	105000 + 5000 (FPA)
2nd Stagnation Increment applied	110000+5000 (FPA)
3rd Stagnation Increment Applied	115000+5000 (FPA)
Promoted to the next scale with Max of next pay level	120000 + 6000 (Revised FPA for promoted level)

b. Fixation

In normal grade increment (NGI) of employee, the increment is due on the date of joining (DoJ) employment in the organization. Upon promotion to the next level, which may be different than the DoJ – employee has the option to choose whether she/he may take the promotion increment (PI) on date of promotion (DoP) or club the promotion increments with NGI on the due date.

- If the employee chooses to take the PI on DoP; then increment due to NGI may not be applicable
- Employee may choose to defer the promotion increment to NGI date – then he/she gets both the PI and NGI on that date

This can be understood through the following illustrations

Scenario 1: First promotion from AAO level to AO level, with *joining on the same date as promotion*

Milestone	DoJ			DoP						
Level	AAO			AO						
Timeline	Aug 1	Sep 1	….	Apr1	May 1	Jun 1	Jul 1	Aug1	Sep 1	Oct 1
Increment Options	NGI			Option 1: Immediate Fixation of PI				Option 2: NGI + PI Fixation		Last date to opt for Fixation

If the *employee chose Option 1*, then that becomes his date of NGI every year till the time he/she is on the AO level. Next consider this employee's promotion to ADM level

Scenario 2: Second promotion from AO level to ADM level, with *joining at a later date than promotion*

Milestone			DoJ (date of joining the current level) i.e. old DoP			New DoJ and DoP effective date as employee joined only in July			
Level			AO						
Timeline	Aug 1	….	Apr1	May 1	Jun 1	Jul 1	Aug1	…	Apr 1 next yr
Increment Options			Option 1: join Immediately & take fixation on Apr1			Option 2: join in Jul and take fixation from Jul 1. This is the New NGI date			Option 3, take fixation from Apr 1

In this scenario the employee may go for option 1 – where he/she has to join on the promotion date and take fixation immediately. For some unavoidable reason if the employee chooses to join at a later date then the Fixation is applicable from the later date or latest by next April (but less than 6 months from DoP, whichever is earlier)

10.20 Annexure T: Commercial Bid Format

The commercial price Bid needs to contain the information listed hereunder and needs to be submittedthrough tenderized portal. The SaaS subscription (also referred as software license) cost to be provided per user/license on a yearly basis keeping in mind a 8-year subscription window:

Bidder has to mention the commercial cost of solution deployment and implementation in the excel document "Commercial Bid Format" uploaded by LIC.

Please Note:

This will be the Total Cost of Ownership (TCO)/Total Project Cost

a. The discounted cost will be calculated on a yearly basis based on the formula A/(1+i/100)^n, where A = Total value in the year, i = 10%, n = number of years
b. *This comprises all cost towards software licenses, middleware licenses, etc. required for implementation of HRMS solution as per scope of work.*
c. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%.
d. For each of the above items provided the Bidder is required to provide the cost for every line item where the Bidder has considered the cost in BOM.
e. The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the Bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
f. If the cost for any line item is indicated as zero then it will be assumed by the LIC that the said item is provided to the LIC without any cost.
g. All Deliverables to be supplied as per RFP requirements provided in the tender
h. The Bidder has to make sure all the arithmetical calculations are accurate. LIC will not be held responsible for any incorrect calculations however for the purpose of calculation LIC will take the corrected figures / cost
i. All prices should be in Indian Rupee (INR) only. LIC will deduct applicable TDS, if any, as per the law of the land
j. The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except Goods and services Tax which will be paid extra.
k. LIC has a plan to deploy HRMS Solution for its all-existing employees (98,000 employees). Bidder(The quoted prices should be valid for a period of 8 years from the date of placing purchase order). The same cost will be considered for

TCO calculation purpose. However, LIC have discretion to place order for the differed quantity as per the requirement. After initial deployment LIC at its discretion will submit requests for addition / decrease in number of user subscription as per the requirements reviewed every quarter. These requests will be in slabs of 50 user subscriptions. The cost of proportionate increase / decrease will be as per as per the Annual Subscription Cost for existing employee quoted by the bidder for that year. (e.g. In case LIC requires to deploy HRMS System for additional 50 No's of existing employees in 2nd Year then the additional cost to be considered for second year will be:

(Annual Subscription Cost for existing employees provided by the bidder in second year) x 50 / 98,000

l. LIC desire to deploy HRMS Solution for its pensioners (52,000 employees) which will have reduced functionalities than the existing employee subscription. Hence the Bidder as part of the commercial bid submission needs to provide annual subscription cost for 52,000 pensioners users with reduced functionalities (The quoted prices should be valid for a period of 8 years from the date of placing purchase order). The same cost will be considered for TCO calculation purpose. After initial deployment LIC at its discretion will submit requests for addition / decrease in number of user subscription as per the requirements reviewed every quarter. These requests will be in slabs of 50 user subscriptions. The cost of proportionate increase / decrease will be as per as per the annual subscription cost for ex-employees quoted by the bidder for that year. (e.g. In case LIC requires to deploy HRMS / Payroll System for additional 50 No's of ex-employees in 2nd Year then the additional cost to be considered for second year will be:

(Annual Subscription Cost for ex-employees provided by the bidder in second year) x 50 / 98,000

m. The total employees and pensioners mentioned in the clause above and in the commercial bid format are indicative. LIC will pay the subscription costs as per actual consumption.
n. Maximum of 1000 user licenses shall be consumed during the initial 8 months implementation period (First Sub-Phase of Implementation).
o. License cost will only be paid for modules that are live i.e. after the end of first sub-phase (at the end of 8 months), license cost will only be paid for the modules which were a part of first sub-phase and have successfully gone live.
p. While submitting the commercial bid, bidder should mention proposed cost with respect to ALL MODULES for 98000 employees and 52000 pensioners.

q. The commercial figure quoted will be an all-inclusive figure – inclusive of out of pocket expenses, traveling, boarding, lodging and all taxes, duties, etc. payable. No such expenses will be reimbursed separately.
r. Total Cost (TC)* will be the cost without the GST will be QCBS.
s. GST will be payable as applicable.
t. Bidder to note that price bid should be submitted in this format only and all fields should be properly filled.
u. Change in Tax structure at the time of actual invoicing: While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of the quotation/rates shall be borne by LIC, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to LIC in its favour. This will remain applicable throughout the project period.
v. All the rates must be quoted in INR.
w. All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
x. The commercials quoted in the commercial Bid are valid for six months from the date of opening of commercial Bids.
y. The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the commercial Bid. Failure to do so will make the Bid liable to be rejected.
z. Rates quoted herein towards Solution Cost and for Future Cost are valid till the end of the contract.
aa. No separate price structure / format will be accepted.
bb. Price for all the components will be considered for evaluation of commercial bid.
cc. Conditional commercial bids would be rejected.
dd. Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revision thereto will be applicable for this RFP. As the evaluation of successful bidder is on the basis of TC1, margin of purchase preference to Class-I local supplier shall not be applicable under this RFP.
ee. Being the QCBS evaluation, as the evaluation of bids shall be based on combined score (technical parameters and prices), purchase preference policies shall not be applicable.

Discounted cost to be used for commercial evaluation

The breakup of Taxes and Duties

Sr. No.	Name of activity/Services	Tax 1	Tax 2	Tax 3
		Mention Name of Tax		
		GST%		
1.				
2.				
3.				
Grand Total				

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.21 Annexure U: Commercial Bid Undertaking

Date -

To,
The Executive Director (Personnel),
Life Insurance Corporation of India,
Personnel Department, Central Office,
5th Floor, West Wing, 'Yogakshema',
Nariman Point, Mumbai- 400021

Dear Sir,

Ref: RFP for Design, Development, Implementation and Maintenance of HRMS System for Life Insurance Corporation of India

Ref: LIC/CO/Personnel/HRMS Implementation/RFP-2023

Date: 6th July 2023

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for providing solution and implementation for Human Resource Management System as a SaaS service**,** in conformity with the said Bidding documents for the sum mentioned in the commercial bid.

We undertake, if our Bid is accepted, that service mentioned as per the items proposed for, will be provided as specified in the Schedule of Requirements / purchase orders issued from time to time. If our Bid is accepted, we will provide the guarantee of a sum equivalent to prescribed amount, for the due performance of the Contract in the form prescribed by the LIC.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the LIC up to the period prescribed in the Bid which shall remain binding upon us. 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 1988".

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.22 Annexure V: Proposed Approach & Methodology

RFP for Design, Development, Implementation and Maintenance of HRMS System

for Life Insurance Corporation of India

Ref: LIC/CO/Personnel/HRMS Implementation/RFP-2023

Date: 6th July 2023

You are suggested to present Approach and Methodology divided into the following sections:

Project Plan and Methodology

a. The bidder should propose a detailed project plan covering the key activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by LIC), and delivery dates of the reports.

b. The proposed work plan should be consistent with the technical approach and methodology, showing an understanding of the TOR and ability to translate them into a feasible working plan.

c. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should also be included here.

d. The work plan should be consistent with the proposed work schedule, as outlined below.

S. No.	Item of Activity (Project Plan)	Month wise Program			
		Month 1	Month 2	Month 3	Month n
1	Activity 1				
1.1	Sub-Activity 1				
1.2	Sub-Activity 2				
n	Activity n				
m	Sub-Activity m				

e. This should include the bidder's solution architecture and design, execution competency, SaaS support solution approach, and digital tools and techniques (including additional third party tools).

f. Bidder has to submit a high-level overview of their project plan, including key milestones and timelines.

g. Bidder has to explain how they manage changes or updates to the project scope during implementation.

h. Bidder has to describe how they plan to manage project risks and risk register, mitigation plans for different type of risks and ensure timely completion.

i. Bidder has to detail how they plan to handle change management and ensure user adoption of the new system.

j. Bidder has to explain what tools and resources they use to track project progress and manage communication among team members.

Understanding of Scope of Work:

a. This section should cover the bidder's understanding of the objectives of the assignment, their perception of the nature and scope of work involved (for every module mentioned in the Scope of Work) , and key issues related to scope of work.
b. It should also include a plan for implementing an efficient tool for executing the strategy.
c. The bidder may give suggestions for improving the scope of work given in the RFP and may mention details of any add-on services related to services over and above what is laid down in the tender document.

Staffing and Roles, Organization Structure

a. Bidder has to propose their project team structure and roles/responsibilities of each team member, including the main

disciplines of the assignment, such as Project Director, Program Manager, Technical Architects, and other key experts responsible, as well as proposed technical and support staff. This should cover the composition of the complete team, including Lead Bidder and OEM members, and their escalation matrix.

b. The bidder should also briefly describe the governance structure proposed for managing the project, along with onsite and offsite deployment plan.
c. Bidder has to explain how they plan to ensure adequate staffing and resource allocation throughout the project.

d. Bidder has to identify who will be the primary point of contact for project communication and issue resolution.

e. Bidder has to explain how they plan to ensure that project team members have the necessary skills and experience to complete the project successfully.

Goals and Milestones

a. Bidder has to explain the primary goals and objectives of the project.

b. Bidder has to describe how they will measure progress towards these goals and objectives.

c. Bidder has to provide a detailed timeline of key milestones and deliverables for the project and include details on dependencies of modules with each other.

d. Bidder has to describe how they plan to handle any potential delays or roadblocks that may arise during the project.

Fitment to Requirements and Architecture:

a. Bidder has to describe how they plan to ensure that the proposed solution meets our specific requirements.

b. This section should cover the design of key features and functionalities of the proposed solution, as well as its scalability to meet future requirements of the client.

c. Bidder has to provide a detailed list of requirements and how the proposed solution will address each of them.

d. Bidder has to explain how they plan to handle any customization requests that may be needed to meet our requirements.

e. Bidder has to provide references or case studies if they have implemented similar solutions for other clients with similar requirements.

Benefits and ROI

a. Bidder has to explain the key benefits and expected ROI of the proposed solution.

b. Bidder has to provide a detailed cost-benefit analysis of the proposed solution compared to other solutions on the market.

c. Bidder has to describe how they plan to measure the success of the project and ensure ongoing benefits realization.

d. Bidder has to identify any potential drawbacks or limitations to the proposed solution that we should be aware of.

Migration Requirements

a. Bidder has to identify what data and information they require from us for a smooth migration to the new HRMS solution.

b. Bidder has to explain how they ensure the accuracy and completeness of data during migration.

c. Bidder has to describe their process for testing and validating data post-migration.

d. Bidder has to explain how they handle any data discrepancies or errors during migration.

Project Governance

a. Bidder has to explain how they ensure ongoing project governance and oversight.

b. Bidder has to describe how they plan to ensure that the project remains aligned with our business objectives throughout the implementation process.

c. Bidder has to describe how they manage and escalate any issues or concerns that may arise during the implementation process.

d. Bidder has to describe their process for providing regular project status updates and effective communication with our team.

Training and Support:

a. The bidder must present team that will be deployed, timelines and methodology for training and handholding key LIC teams for transfer of knowledge, enablement and building capabilities at the LIC for scale up and sustainability.
b. The bidder must outline the types of training and support they will provide during and after implementation.
c. The bidder must detail how they will handle post-implementation support requests or issues and the escalation mechanism that will be followed in this period.
d. The bidder must provide references or case studies of similar projects where they have provided training and support for successful adoption of a new solution.

System Integration:

a. The bidder must confirm whether the proposed HRMS solution integrates with our current systems (e.g. payroll, time and attendance). Bidder must also confirm their capabilities in integrating third party tools as mentioned in the scope of the RFP.
b. The bidder must explain how they will ensure data accuracy and consistency across multiple systems and multiple locations.
c. The bidder must provide examples of similar integrations they have implemented for other clients.
d. The bidder must describe the types of technical support they provide for system integrations.

Data Security and Privacy:

a. The bidder must detail the measures they have in place to ensure the security and privacy of our data.

b. The bidder must explain how they comply with data protection regulations such as GDPR or CCPA.
c. The bidder must outline their process for detecting and responding to potential security breaches or data leaks.
d. The bidder must explain how they will ensure our data is backed up and recoverable in case of system failures or disasters.

Customization and Configuration:

a. The bidder must describe how customizable and scalable the proposed HRMS solution is and how they will handle customization and scalability requests.
b. The bidder must detail the configuration options available to us and how we can make changes to the system post-implementation.
c. The bidder must provide examples of similar customization, scalability or configuration requests they have implemented for other clients.
d. The bidder must outline the types of technical support they provide for customization, scalability and configuration.

Bidder Support and Maintenance:

a. The bidder must detail the types of ongoing support and maintenance they provide post-implementation.
b. The bidder must explain how they will handle any issues or bugs that arise post-implementation.
c. The bidder must describe the types of technical and functional upgrades included in their support and maintenance package.
d. The bidder must provide examples of similar support and maintenance they have provided for other clients.

Future Development and Innovation:

a. The bidder must present the proposed HRMS solution's roadmap for future development and innovation.
b. The bidder must explain how they stay up-to-date with the latest technology trends and incorporate them into the solution.
c. The bidder must provide examples of recent updates or new features that have been added to the solution.
d. The bidder must describe how they gather customer feedback to inform future development and innovation.
e. The bidder must explain how they will ensure the solution remains up-to-date and relevant.

10.23 Annexure W: Service Level Agreement

This agreement ("Agreement") is executed at Mumbai on this day of 202_. BETWEEN Life Insurance Corporation of India ("LIC"), a corporation incorporated under Section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956), having its corporate office at Yogakshema, Jeevan Bima Marg Mumbai 400021, hereinafter referred to as "LIC" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) OF THE FIRST PART:

AND

<Name of the Bidder> a private/public limited company/LLP/Firm **<strike off whichever is not applicable>** incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, having its registered office at <Address of the Bidder>

hereinafter referred to as "Successful Bidder/ Vendor/Service Provider/Consultant", which expression shall mean to include its successors in title and permitted assigns of the Second Part:

LIC and the Successful Bidder/ Vendor/Service Provider/Consultant are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS

A. "LIC" is carrying on business in India and overseas and desirous to avail services for, and

B. Successful Bidder/ Vendor/Consultant/Service is in the business of providing, and has agreed to supply (Software) and/or providing the Services as mentioned in Request for Proposal (RFP) LIC/CO/Personnel/HRMS Implementation/RFP-2023 dated 6th July 2023 issued by LIC along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

1. Definitions & Interpretation

1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

1.1.1 'LIC' shall mean the Life Insurance Corporation of India (including domestic offices and foreign offices) Subsidiaries and Joint Ventures.

1.1.2 "Agreement" shall mean agreement entered between LIC and the Successful Bidder/ Vendor/Service Provider/Consultant including all attachments and appendices thereto and all documents incorporated by reference herein.

1.1.3 "Applicable Law" shall mean any statute, law, regulation, ordinance, rule, notification, judgment, order, decree, bye law, approvals, directive, guideline, requirement or other governmental restriction or any decision or determination by or any interpretation, policy, or administration of any of the foregoing, by a government authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.

1.1.4 "Confidential Information" shall have the meaning set forth in Clause 15.

1.1.5 "Deficiencies" shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of Services.

1.1.6 "Deliverables" shall mean all work products generated by the Consultant in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

1.1.7 "Documentation" will describe in detail and in a completely self- contained manner how the user may access and use the Human Resources Management Solution (HRMS) including mobile app, Such that any reader of the Documentation can access, use and maintain all of the functionalities of the Software, without the need for any further instructions. 'Documentation' includes, user manuals, installation manuals, operation

manuals, design documents, process docusments, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, Data Dictionary, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

1.1.8 "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

1.1.9 "Project Cost" shall mean the cost incurred for execution and implementation of the Project.

1.1.10 "Project Documents" shall mean all the plans, drawings and specifications used while bidding and all other documents necessary to complete all work.

1.1.11 "Request for Proposal (RFP)" shall mean RFP NO. LIC/CO/Personnel/HRMS Implementations-2023 dated 6th July 2023 along with its clarifications/ corrigenda issued by LIC time to time.

1.1.12 'Services' shall mean and include the Services offered by Successful Bidder more particularly described in Clause 2 of this Agreement. 'Services' shall also include the implementation services, training services and maintenance Services and other obligation of Bidder to be provided under this Agreement.

1.1.13 "Software" shall mean (a) the software product(s) described in this Agreement; (b) all maintenance, modifications and enhancements that are provided to LIC; (c) the Code contained in or otherwise related to each of the foregoing; and (d) the Documentation.

1.2 Interpretations:

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.2.6 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.2.7 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.2.8 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

1.3 Commencement, Term & Change in Terms

1.3.1 This Agreement shall commence from (Effective Date).

1.3.2 This Agreement shall be in force for a period of 8 year(s) from Effective Date, unless terminated by LIC by notice in writing in accordance with the termination clauses of this Agreement.

1.3.3 LIC shall have the right at its discretion to renew this Agreement in writing, for a further term as per mutually agreed terms & conditions.

1.3.4 LIC can propose changes to the scope, nature or time schedule of services being performed under this Service Level Agreement. Such changes can be made upon mutually

accepted terms & conditions maintaining the spirit (Purpose) of this Service Level Agreement.

2. Scope Of Work

2.1 The scope and nature of the work which the successful Bidder has to provide to LIC (Services) is described in RFP Section 6

2.2 LIC may, at its sole discretion, provide remote access to its information technology system to the Bidder through secured Virtual Private Network (VPN) in order to facilitate the performance of their Services. Such remote access to LIC's information technology system shall be subject to the following:

2.3 Successful Bidder shall ensure that the remote access to LIC's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Bidder and not through any other private or public Device.

2.4 Successful Bidder shall ensure that only its authorized employees/representatives access the Device.

2.5 Successful Bidder shall be required to get the Device hardened/configured as per LIC's prevailing standards and policy.

2.6 Successful Bidder and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on LIC's prescribed format before such remote access is provided by LIC.

2.7 Successful Bidder shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of LIC's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), access configurations, parameter settings, executable files, etc., which LIC representative may inspect. Bidder shall facilitate and/ or handover the Device to LIC or its authorized representative for investigation and/or forensic audit.

2.8 Successful Bidder shall be responsible for protecting its network and subnetworks, from which remote access to LIC's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure LIC's information technology system is not compromised in the course of using remote access facility.

3. Fees /Compensation

3.1 Prices

Prices payable to the bidder will be fixed as derived after commercial evaluation and will be exclusive of GST. Prices once fixed will be valid throughout the entire contract period.

3.2 Taxes and Duties

3.2.1 Bidders will be entirely responsible for all taxes, duties, license fees, etc., except GST, incurred until delivery of the contracted services to LIC.

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

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

3.2.4 The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified separately. GST will be reimbursed at actual. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement (if any) as a result of this RFP process shall be borne by the Successful Bidder. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

3.3 Deduction of Taxes at Source

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.

3.4 Performance Bank Guarantee and Penalties

3.4.1 Successful bidder shall furnish performance security in the form of Bank Guarantee (format to be provided/ approved by LIC) for an amount of Rs. 10% of total project cost issued by any Scheduled Commercial Bank valid for the tenure of the Contract plus a claim period of six months, indemnifying any loss to LIC.

3.4.2 Performance Bank Guarantee is required to protect the interest of LIC against delay in supply/installation and/or the risk of non- performance of Bidder in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Performance Bank Guarantee.

3.4.3 If at any time during performance of the Contract, Successful Bidder shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Successful Bidder shall promptly notify LIC in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of Successful Bidder's notice, LIC shall evaluate the situation and may at its discretion extend Successful Bidder's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

3.4.4 Performance of the obligations under the Agreement shall be made by Successful Bidder in accordance with the time schedule specified in this Agreement.

3.4.5 Successful Bidder shall be liable to pay penalty at the rate mentioned in RFP Section 7 > Penalties in respect of any delay beyond the permitted period in providing the Services.

3.4.6 Any unexcused delay by the Successful Bidder in the performance of its Contract obligations shall render this Agreement to be terminated.

3.4.7 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to LIC. On reaching the maximum limit of penalties specified, LIC reserves the right to terminate the Agreement.

4. Liabilities/Obligation

4.1 LIC's Duties /Responsibility

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

4.2 Successful Bidder Duties

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

5. Representations & Warranties

The Bidder will have to represent and warrant that:

a. It has the right to enter into the Contract resulting this RFP;
b. It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
c. Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
d. The Services will be complete, accurate and free from material faults; and
e. 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 or any Harmful Code.

6. General Indemnity

Bidder will undertake to indemnify LIC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, Corporation or other entity (including LIC) attributable to the Bidder's negligence or wilful default in performance or non-performance under the contract. 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.

a. If any Service is or likely to be held to be infringing, Bidder will at its expense and option either
    i. Procure the right for LIC to continue using it,
    ii. Replace it with a non-infringing equivalent,
    iii. Modify it to make it non-infringing.
b. The foregoing remedies constitute LIC's sole and exclusive remedies and successful Bidder's entire liability with respect to infringement.

c. The successful Bidder shall, at its own cost and expenses, defend and indemnify LIC against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India. The bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If LIC is required to pay compensation to a third party resulting from such infringement, the successful Bidder shall be fully responsible therefor, including all expenses and court and legal fees. The successful Bidder shall also be liable to indemnify LIC, at its own cost and expenses, against all losses/damages, which LIC may suffer on account of violation by the successful Bidder of any or all national/international trade laws, norms, standards, procedures etc.

7. Contingency Plans

Successful Bidder shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to successful Bidder or any employees in rendering the Services or any part of the same under this Agreement to LIC. Successful Bidder at LICs discretion shall co-operate with LIC in case on any contingency.

8. Transition Requirement

8.1 In the event of failure of successful 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, LIC at its sole discretion may make alternate arrangement for getting the Services contracted with another bidder. In such case, LIC shall give prior notice to the existing Bidder. The existing Bidder shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.

8.2 During the transition phase, the existing Bidder shall render all reasonable assistance to the new Bidder within such period prescribed by LIC, at no extra cost to LIC, for ensuring smooth switch over and continuity of Services, provided where transition services are required by LIC or New Bidder beyond the term of this Agreement, reasons for which are not attributable to Bidder, payment shall be made to Bidder for such additional period on the same rates and payment terms as specified in this Agreement. If existing Bidder is in breach of this obligation, they shall be liable for paying a penalty of

10% of the TCO on demand to LIC, which may be settled from the payment of invoices or Performance Bank guarantee for the contracted period.

9. Liquidated Damages

9.1 The delivery of the entire system consisting of software and services will be as per the schedule mentioned in the Service Level Agreement; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the systems and/or Services, the Bidder shall promptly notify LIC in writing of the fact of the delay, it is likely duration and its cause(s). As soon as practicable, after receipt of the Bidder‘s notice, LIC shall evaluate the situation and may, at its discretion, extend the Bidder‘s time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

9.2 If the bidder fails to deliver and install the solution or to perform the services within the time period(s) specified in the contract, LIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as Liquidated Damages, a sum equivalent to 1% of the contract price for every week (7 days) or part thereof delay, up-to maximum deduction of 15% of the contract price.

9.3 There shall be a penalty for non-adherence to the time schedule. The total penalty will be capped at 15 % of the total contract value. Once the maximum deduction is reached, LIC may consider termination of the Agreement.

9.4 Liquidated Damages is not applicable for reasons attributable to LIC and Force Majeure. However, it is the responsibility/onus of the successful Bidder to prove that the delay is attributed to LIC and Force Majeure. The successful Bidder shall submit the proof authenticated by the successful Bidder and LIC official that the delay is attributed to LIC and Force Majeure along with the bills requesting payment.

10. Relationship Between the Parties

10.1 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.

10.2 The contract does not create a relationship of employment, agency or partnership between the parties.

11. Sub-Contracting

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

12. Intellectual Property Rights

12.1 Third Party Material

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

12.2 Rights in Bidder's Pre-existing IPR

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

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

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

12.2.4 Under such license, either of the parties will have no right to sell the pre-existing work of the other party to a Third Party. LIC's license to pre-existing work is conditional upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that successful Bidder leaves with LIC at the conclusion of performance of the services.

12.3 IPR Warranty

The successful 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 12.

12.4 Remedy for breach of warranty

If someone claims, or LIC reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the successful Bidder will, in addition to the indemnity under clause 6 and to any other rights that LIC may have against it, promptly, at the successful Bidder's expense:

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

12.5 Patent Rights and other litigation costs

12.5.1 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 successful Bidder will act expeditiously to extinguish such claim. If the successful 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 successful Bidder of such claim, if it is made, without delay as when received.

12.5.2 In no event shall LIC be liable for any indirect, incidental or consequential damage or liability, under or in connection with or arising out of this RFP, or out of any subsequent agreement related to the 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.

13. Installation

Successful Bidder will integrate the software/support LIC in installation of the software developed into LIC's production, disaster recovery, testing and training environment, if required.

14. Inspection And Audit

14.1 It is agreed by and between the parties that successful Bidder shall be subject to annual audit by internal/external 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 (Software) and services etc. provided to LIC and successful Bidder shall submit such certification by such Auditors to LIC. LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by successful Bidder and by visiting the data centre by authorised person of LIC. Successful Bidder shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by LIC. Except for the audit done by IRDAI or any statutory/regulatory authority, LIC shall provide reasonable notice not less than 7 (seven) days to successful Bidder before such audit and same shall be conducted during normal business hours.

14.2 Where any Deficiency has been observed during audit of successful Bidder on the risk parameters finalized by LIC or in the certification submitted by the Auditors, it is agreed upon by successful Bidder 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 successful Bidder 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.

14.3 Successful Bidder further agrees that whenever required by LIC, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of LIC and/or any regulatory authority. LIC reserves the right to call for and/or retain any relevant information/ audit reports on financial and security review with their findings undertaken by successful Bidder. However, successful Bidder shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost break-ups etc.).

14.4 In terms of provisions of Section 33(3) of The Insurance Laws (Amendment) Act, 2015, the IRDAI is authorized to verify such books of account, register, other documents and the data base in the custody of the Consultant in respect of service outsourced by LIC. It shall be the duty of the Consultant to provide such documents/statements/information as may be required by the IRDAI within such time as may be specified by IRDAI. In terms of provisions of Section 33(4) of The Insurance Laws (Amendment) Act, 2015, the IRDAI, if it considers expedient to do so, may direct any person hereinafter referred to as "Investigating Officer", to make an investigation as specified under Section 33(1) or carry out an inspection as specified under Section 33(2) of the Insurance Laws (Amendment) Act, 2015, who may examine on oath any manager, managing director or other officer of the Consultant in respect of the services outsourced by LIC. LIC reserves the right to call for missing/ additional requirements from the Consultant at any time in response to any query from the Government Authorities.

15. Confidentiality

15.1 Confidential Information is not to be disclosed

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

15.1.2 The Successful bidder including but not limited to its personnel, its partners, agents and associates is bound by the conditions of the Non-Disclosure Agreement submitted by the Bidder in response to the RFP.

15.1.3 The Successful bidder shall treat as confidential all data and information about LIC obtained in the execution of the proposed Assignment, hold it in strict confidence and should not reveal such data /information to any other party without the prior written approval of LIC. Further, the Successful Bidder will be exposed by virtue of the Assignment, to the internal business and accounts related information of LIC, accordingly, the selected Bidder will have to sign a legal Non-Disclosure Agreement (NDA) in the prescribed format (Annexure AB)

15.1.4 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 Successful 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 Successful 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 Successful bidder under this agreement and require such employees to honour these obligations. The Successful 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.

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

15.2 Exceptions to obligations

The obligations on the parties under this clause 15 will not be taken to have been breached to the extent that Confidential Information:

a. is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract;
b. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
c. is disclosed by LIC;

d. is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/ Assembly;
e. is authorized or required by law, including under the contract, under a license or otherwise, to be disclosed; or
f. Is in the public domain otherwise than due to a breach of this clause 15.
g. Lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential;
h. Independently developed by the Recipient without use or reference to such Confidential Information.

15.3 Obligations on disclosure

Where a party discloses Confidential Information to another person:

a. Pursuant to clauses a) and b) of 15.2 above, the disclosing party must: notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or
b. Pursuant to clauses c) and d) of 15.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

15.4 Additional confidential information

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

15.5 Period of confidentiality

The obligations under this clause 15 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

16. Protection of Personal Information

16.1 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.

16.2 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.

17. Security

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

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

17.1 Compliance with LIC requirements / Regulatory Compliance

The Successful 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 related incidents /procedures or requirements notified, in writing, by LIC to the Successful bidder. The Successful 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 the Regulator.

17.2 Security clearance

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

18. Termination

18.1 Right to terminate

If Successful bidder fails to comply with the Scope of Work and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract immediately by giving the Bidder written notice of 15 days.

18.2 Termination and reduction for convenience

a. LIC may, at any time, by a prior written notice of one week, terminate the contractor and / or reduce the scope of the Services.
b. On receipt of a notice of termination or reduction the Successful 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 Successful bidder under the contract, exceeds the total Service Charges payable under the Contract. The Successful bidder is not entitled to compensation for loss of prospective profits.
f. The deliverables that are complete and ready for delivery within 7 days after the Successful 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 Successful bidder an agreed amount for partially completed systems and for materials and parts previously procured by the Bidder.

18.3 Termination by LIC for default

a. Notwithstanding what has been stated in clause 18 of this Agreement, LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful bidder, terminate the Contract in whole or part if the Successful 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 Successful bidder fails to perform any other obligation(s) under the Contract.
b. 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 Successful bidder shall be liable to LIC for any excess costs for such similar systems or Services. However, the Successful bidder shall continue the performance of the Contract to the extent not terminated.

18.4 Termination for Insolvency

a. LIC may at any time terminate the Contract by giving written notice to the Successful bidder, if the Successful 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.
b. In case of termination under this clause, LIC is liable to pay for all the services performed by the Successful bidder till the effective date of termination.

18.5 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 return all LIC's Confidential Information to LIC

18.6 Survival

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

a. Clause 12 (Intellectual Property Rights);
b. Clause 6 (Indemnity);
c. Clause 15 (Confidentiality and privacy);
d. Clause 16 (Protection of personal information);
e. Clause 17 (Security);
f. Clause 18.9 (Knowledge transfer)

18.7 Severability

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

18.8 Termination does not affect accrued rights

a. Termination of the contract does not affect any accrued rights or remedies of a party.
b. Consequences of Termination of the Successful bidder:
c. In the event of termination of the Successful 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.

d. Nothing herein shall restrict the right of LIC to invoke the Performance Company 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.
e. 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.

18.9 Knowledge transfer

a. 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:
b. Transferring or providing access to LIC to all information stored by whatever means held by the Successful bidder or under the control of the Successful bidder in connection with the contract; and
c. 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 Successful bidder.
d. The Parties agree that duration of Knowledge transfer shall in no event exceed for more than 90 days.

19. Dispute Redressal Mechanism & Governing Law

a. This Agreement shall be governed by, and be construed in accordance with the laws of Republic of India. All disputes or differences whatsoever arising between the Parties out of or in connection with the Agreement in discharge of any obligation arising out of this Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If however, the Parties are not able to solve them amicably within 30 (thirty) days after dispute occurs, as evidenced through the first written communication from

any Party notifying the other regarding the nature of dispute, the same shall be referred to and be subject to arbitration in the manner hereinafter appearing.

b. If the Parties are not able to solve them amicably within 30 (thirty) days after the dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either Party shall give written notice to other Party clearly setting out therein, specific dispute(s) and/or All questions, disputes or differences arising under and out of, or in connection with the Contract, shall be referred to a panel of three arbitrators: one arbitrator to be nominated by LIC and the other to be nominated by the Bidder. The arbitrators appointed by LIC and the Bidder shall appoint the third arbitrator who shall act as the presiding arbitrator and the award made in pursuance thereof shall be binding on the Parties.
c. The Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings.
d. The seat of arbitration proceedings shall be Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be in English.
e. This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.
f. In case of any change in Applicable Laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.
g. The Consultant shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by LIC or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
h. Any fees payment/ reimbursements payable to the Arbitrator shall be shared equally by both the parties.
i. The Successful Bidder hereby also agrees that Arbitration under this Clause shall be a condition precedent to any right of action in Law Courts under the Contract.
j. No interest will accrue on any amount during the arbitration proceedings.
k. Any legal dispute will come under the sole jurisdiction of Mumbai High Court Only.
l. Any information or documents disclosed by a party under this clause must be kept confidential and may only be used to attempt to resolve the dispute.

20. Powers To Vary Or Omit Work

The Successful Bidder represents and acknowledges to LIC that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP.

The Successful Bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Successful Bidder at no additional cost to the LIC.

The Successful Bidder also acknowledges that the LIC relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Successful Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the LIC expects the bidder to fulfil all the terms and conditions of this RFP.

20.1 Variations proposed by LIC

LIC reserves the right to initiate any change in the scope of contract. Any change in the general scope will be informed to the Successful Bidder in writing. If LIC wants to vary the Services:

a. LIC will request the Successful Bidder in writing setting out the proposed variations;
b. Addition to Scope :In such a case, the additional effort estimated by the Successful Bidder and its impact would be discussed and finalized in discussions with the Successful Bidder. The basis of this would be the effort estimates quoted by the bidder.
c. Within 15days after receiving LIC's request or within another period mutually agreed, the Successful Bidder must respond in writing to LIC specifying what impact those variations will have on:
    i. the Scope; the Services or Deliverables, including any particular Deliverable;
    ii. the Successful 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;

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

20.2 Effective date of variation

Any variation in the Services will takes 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.

20.3 Change Order

If any such change causes an increase or decrease in the scope of, or the time required for, the Successful Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the scope or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Successful Bidder for adjustment under this clause will be asserted within fifteen (15) days from the date of the Successful 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, approved and delivered.

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 annexures and the pre-bid queries;
b. Any changes in the deliverables post approval by LIC.
c. Any additional software components that is additional to the approved quantity.

In such a case, the additional cost/effort estimated by the Successful Bidder and its impact would be discussed and finalized in discussions with the Successful Bidder. The basis of this would be the effort estimates quoted by the Successful Bidder or the unit price available to the respective component.

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 Successful Bidder.

Any changes in law, taxes and policies shall be governed through the provision of clause 3.

21. Waiver of Rights

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.

22. Limitation of Liability

22.1 The maximum aggregate liability of Successful Bidder, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.

22.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

22.3 The limitations set forth in Clause 22.1 shall not apply with respect to:

a. claims that are the subject of indemnification pursuant to clause 6 (infringement of third-party Intellectual Property Right).
b. damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Successful Bidder.
c. damage(s) occasioned by Successful Bidder for breach of Confidentiality Obligations.
d. Regulatory or statutory fines imposed by a government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to LIC, provided such guidelines were brought to the notice of Successful Bidder.

22.4 For the purpose of clause 22.3(ii) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding, Gross Negligence shall not include any action taken in good faith. "Wilful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

23. Force Majeure

23.1 Occurrence of unforeseen event

LIC or the Successful 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 Successful Bidder only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organisation.

23.2 Notice of unforeseen event

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

23.3 Termination

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

23.4 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 Successful Bidder is the Affected Party, it will be entitled to receive payments for only those Services actually rendered up to the date of the termination of this Agreement.

24. NOTICES

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

24.1 A Notice must be:

a. In writing, in English and signed by a person duly authorized by the sender; and

b. Hand delivered or sent by prepaid post to the recipient's address for Notices, as varied by any notice given by the recipient to the sender.

LIC's Address for notices:

The Executive Director (Personnel),
LIC of India, Central Office, Personnel Department,
5th Floor, West Wing, Yogakshema,
Jeevan Bima Marg, Nariman Point, Mumbai – 400021
Tel: 022-66598940
E-mail: hrms@licindia.com

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.

24.2 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);

25. General Terms & Conditions

25.1 TRAINING: Successful Bidder shall train designated LIC officials on the configuration, operation/ functionalities, maintenance, support & administration for Software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this Agreement.

25.2 PUBLICITY: . The Successful Bidder agrees that it shall not use the logo, trademark, copyrights or other proprietary rights of LIC in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of LIC.

25.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the Parties, and their respective successors and permitted assigns.

25.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other Party, or aid any third person to do so, without the specific written consent of the other Party. However, nothing in this clause shall affect LIC's regular recruitments as per its recruitment policy and not targeted to the employees of Successful Bidder.

25.5 SEVERABILITY: If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in anyway affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

25.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each Party with express mention thereto of this Agreement.

25.7 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

a. This Agreement;
b. Annexure of Agreement;
c. Purchase Order No. dated ; and
d. RFP

25.8 PRIVITY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

25.9 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

25.10 COUNTERPART: This Agreement is signed in Counterparts and each Counterpart shall be deemed to be original for all legal purposes.

26. Compliance with Applicable Laws

26.1 The Successful Bidder agrees and declares that it shall be the sole responsibility of to comply with the provisions of all the Applicable Laws, concerning or in relation to rendering of Services by Successful Bidder as envisaged under this Agreement.

26.2 The Successful Bidder shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the Applicable Laws throughout the currency of this Agreement, required for performing the Services under this Agreement.

26.3 The Successful Bidder shall be solely liable & responsible for compliance of applicable labour laws in respect of its employee, agents, representatives and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and LIC shall have no liability in these regards.

26.4 The Successful Bidder shall cooperate fully with any legitimately provided/constituted body under the Applicable Laws conducting inquiry into processing and execution of this Agreement/any other matter related with discharge of

contractual obligations by the Successful Bidder.

26.5 The Successful Bidder confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all corporate or other necessary approvals have been obtained for entering into this Agreement with LIC. Further, the persons executing this Agreement on behalf of Successful Bidder have full authority and power to execute this Agreement and bind the Successful Bidder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

Signed for and on behalf of:	Signed for and on behalf of:
<Company Name>	**Life Insurance Corporation of India -**
Signature: _____	**Signature:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

WITNESS:

1.	1.
2.	2.

10.24 Annexure X: Escalation Matrix

Bidder shall provide the escalation matrix for their organization as well as OEMs. Bidder is also responsible for review the escalation matric on half yearly basis and updates the matrix as and when required. The format for escalation matrix is as under.

Service level Category	**Response/ Resolution Time**	**Escalation thresholds**					
		Escalation Level 1		Escalation Level 2		Escalation Level 3	
		Escalation to	Escalation Mode	Escalation to	Escalation Mode	Escalation to	Escalation Mode
Production Support		*<Name, designation contact no.>*					
Service Milestones		*<Name, designation contact no.>*					
Infrastructure Management		*<Name, designation contact no.>*					
Application Development & Maintenance		*<Name, designation contact no.>*					

Information Security		*<Name, designation contact no.>*					
Service Desk Support		*<Name, designation contact no.>*					

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.25 Annexure Y: List of Countries – LIC Foreign Offices

Over and above India Operations, the bidder has to ensure that the specified modules (Performance Management System, Learning Management System, and any other specified to the Bidder by LIC) in the proposed solution should be made available for LIC employees in its foreign offices as well. The remaining modules may have to be extended to these employees in the future as per business need.

SL No.	COUNTRY
1.	UK
2.	Mauritius
3.	Sri Lanka
4.	Bangladesh
5.	Nepal
6.	Oman
7.	Singapore
8.	Bahrain
9.	Qatar
10.	FIJI
11.	UAE
12.	Kuwait
13.	Kenya

10.26 Annexure Z: Module Wise Payment Plan

a. LIC reserves the right to re-structure the distribution of modules depending on organization priorities and Bidder capabilities. The proposed module wise split is mentioned below. Bidder is expected to adhere to the weightages mentioned and any deviations are required to be mentioned table below. (Maximum deviation permitted per module is +/-20%).
b. While submitting deviations, bidder must ensure that the sub-phase 1 total (% of Implementation Cost) after accounting for deviations is within the range of 30-50% of Implementation Cost.
c. In case the sub-phase 1 total (% of Implementation Cost) recommended by the Bidder exceeds 50%, the difference will be paid in sub-phase 2.

Process	LIC Proposal	Bidder Proposal	Phase 1 Mandatory	Bidder to enter Sub-Phase they will implement module in
	% of Implementation Cost	% of Implementation Cost		
Organisation Structure and Employee Management	8%		Mandatory	Sub-Phase 1
Attendance and Leaves Management	3%		Mandatory	Sub-Phase 1
Performance Management	5%		Mandatory	Sub-Phase 1
Talent Management	2%		Mandatory	Sub-Phase 1
Employee Engagement	2%		Mandatory	Sub-Phase 1
Recruitment	2%		Mandatory	Sub-Phase 1
Payroll	15%			
Reports Generation and MIS	5%			
Manpower Planning	3%		Mandatory	Sub-Phase 1

LMS	3%		Recommended	
Promotion and Transfer	8%			
Employee Benefits	5%			
Separation	4%			
Disciplinary and Vigilance	4%		Recommended	
Employee Grievance	3%		Recommended	
HR Processes	5%			
Miscellaneous Functions	5%		Recommended	
Mobile Application	4%			
Custom Work Flow	4%			
Total	**90%**			

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

10.27 Annexure AA: Checklist for Submission with Technical Bid

Subject	Annexure / Self Declaration	Submitted (Yes/No)
Pre-Bid Query Format (In Excel Format)	Annexure A	
EMD Declaration	Annexure C	
Self-Declaration for Compliance	Annexure E	
List of Deviations	Annexure E	
Eligibility Criteria	Annexure F	
Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. GST Registration Certificate and PAN and Certificate of Commencement of Business issued by the Registrar of Companies (For Public Limited Company).	Relevant Document to be submitted	
Certification on positive net worth as on 31.03.2023. by Competent Authority on Company's Letterhead or certificate from CA	Relevant Document to be submitted	
Certification on Bidder/parent entity should being a profitable organization on the basis of profit before tax (PBT) for atleast 03 (three) out of the last 05 (five) financial years through Copy of the audited financial statement along with profit and loss statement for corresponding years and/or Certificate of the statutory auditor certifying the same.	Relevant Document to be submitted	
Certification on the Bidder having an average annual turnover of minimum Rs.100 crores per annum during the last 02(two) financial year(s). For start-ups/MSEs, the Bidder must have an average annual turnover of minimum Rs. 5 crores per annum during the last 02 (two) financial years through copy of the audited financial statement for required financial years. (Certificate from statutory auditor for FY23 may be submitted.)	Relevant Document to be submitted	
Copy of the order and/or Certificate of completion of the work. Bidder to provide details of successful	Relevant Document to be submitted	

projects, Client references clearly indicating the, with requested information		
Certification Requirement – ISO/IEC 27001/ CMMI Level 3 or above- Copy of Valid Certificate(s) to be provided	Relevant Document to be submitted	
Bidder Profile (on Bidder's letter head)	Annexure G	
Registration Certificate to be enclosed	Relevant Document to be submitted	
Certificate of Incorporation to be enclosed	Relevant Document to be submitted	
Enclose Copy of PAN	Relevant Document to be submitted	
Enclose Copy with GSTN Number	Relevant Document to be submitted	
Client reference Format – separate sheet for each reference	Annexure H	
Declaration on Implementation of HRMS in companies over 30,000 employees	Annexure I	
Bidder Experience Details	Annexure I	
Client reference Format Projects Dropped without Completion	Annexure J	
Declaration on "Not Blacklisted & Compliance to requirements"	Annexure K	
OEM Authorisation	Annexure L	
Team Member Details Profile/CV format – separate CV details for each team member	Annexure M	
Proposed Team Composition, Tasks assigned and their Availability	Annexure N	
Proposed Work Schedule	Annexure N	
Bidder Signatory Authorization	Annexure O	
OEM Signatory Authorization	Annexure P	
Bid Form (On Company Letter Head)	Annexure Q	
Technical Annexure	Annexure R	
Bidder Profile (on Bidder's letter head)	Annexure S	
Commercial Bid Format (Excel Sheet)	Annexure T	
Commercial Bid Undertaking	Annexure U	
Response to questions mentioned in the technical evaluation table	Annexure V	

Tentative list of Deliverables	Annexure W	
Service Level Agreement	Annexure W	
Escalation Matrix	Annexure X	
Module Wise Payment Plan	Annexure Z	
Functional Requirements Document by LIC	Response to be submitted in excel	
Non-Functional Requirements Document by LIC	Response to be submitted in excel	
Self-Declaration by OEM for compliance to 'Functional Requirements Document by LIC'	Self-Declaration	

10.28 Annexure AB: Non-Disclosure and Confidentiality Agreement

THIS AGREEMENT is made on -_____ ("**Effective Date**") by and between:

(A) **<Company Name>**, a company incorporated in <**Place**>- having its registered office at: <**Address**> (hereinafter referred to as<**Referred By**>, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);
and
(B) **Life Insurance Corporation of India** (hereinafter referred to as "LIC", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its Corporate Office at "Yogakshema", Jeevan Bima Marg, Mumbai –400021

(Each a "**party**" and together the "**parties**").
IT IS AGREED:

<**Name of the Party**> and the -LIC each possesses certain proprietary and confidential information which they may wish to disclose to each other for the purpose of *exchanging information with each other in connection with, in the course of, or for the purpose of* ***<RFP Reference>*** *for LIC* (the "**Purpose**").
For good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party, this Agreement sets out the parties' respective obligations with respect to the Confidential Information which one party to this Agreement receives (the "**Receiving Party**") from the other party (the "**Disclosing Party**").

1 DEFINITIONS AND INTERPRETATION

In this Agreement:

"**Affiliate**" in respect of any party, means a person or entity controlling, controlled by, or under the common control of that party, including joint venture operations in which a party may have direct or indirect participation.

"**Confidential Information**" means any information, disclosed for the Purpose by the Disclosing Party to the Receiving Party in writing (including by email, fax and other forms of electronic transmission) or orally, which:

(a) is not generally known to the public;

(b) either derives economic value, actual or potential, from not being generally known or has a character such that the Disclosing Party and/or any third party from whom the Disclosing Party has received the Confidential Information has a legitimate interest in maintaining its secrecy;

(c) relates to the Disclosing Party's business (and/or to those of its suppliers and clients, and/or any third party from whom the Disclosing Party has received the Confidential Information) and includes, but is not limited to: equipment; software; designs; technology; technical documentation; product or service specifications; marketing or business plans and strategy; pricing information; financial information; information relating to existing, previous, and potential suppliers, customers, and contracts; inventions; trade secrets; trademarks; intellectual property; applications; methodologies; insurance practices, plans, and strategies, and other know-how which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, as confidential to the Disclosing Party. Confidential Information includes original information supplied by the Disclosing Party, as well as all paper and electronic copies;

(d) includes the existence and terms of this Agreement; and

(e) Confidential Information excludes information which:

(i) is publicly available at the time of its disclosure under this Agreement;

(ii) becomes publicly available (other than as a result of disclosure by the Receiving Party contrary to the terms of this Agreement);

(iii) was lawfully in the possession of the Receiving Party free of any restriction as to its use or disclosure prior to it being disclosed under this Agreement; or

(iv) is or has been developed independently by the Receiving Party and without use of the Confidential Information disclosed under this Agreement.

"Applicable Law(s)" means all laws, ordinances, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations, directions, notices, guidelines and circulars of any Indian governmental authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time-to-time hereafter.

"Authorized Partners/Persons" shall mean concerning each Party, the members, directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) and controlling persons of such Party.

In this Agreement (unless the context requires otherwise):
a) The terms "hereof", "herein", "hereby", "hereto", "hereunder" and derivative or similar words refer to this entire Agreement.
b) Heading, sub-headings and bold typeface are only for convenience and shall be ignored for interpretation.
c) Any term or expression used but not defined herein shall have the same meaning attributable to it under Applicable Law:
d) Words importing the singular include the plural and vice-versa; and
e) Any reference to this Agreement or other document shall include all amendments, changes and/ or modifications made to this Agreement or such other document in accordance with the provisions hereof or thereof.

2 TERM

This Agreement and the obligations contained in this Agreement shall remain effective for a period of-eight (8) years beginning on the Effective Date, unless terminated earlier by either party providing fifteen days prior written notice of such termination to the other party.

3 CONFIDENTIALITY OBLIGATIONS

3.1 In return for the Disclosing Party making Confidential Information available, the Receiving Party agrees in relation to the Confidential Information to:
(a) keep it confidential and use an appropriate degree of care (which, in any case, shall not be less than a reasonable degree of care) to prevent disclosure or unauthorised access of the Confidential Information in contravention of the terms of this Agreement.
(b) use it exclusively in relation to the Purpose.
(c) not copy or reproduce the Confidential Information except as reasonably required for the Purpose and to ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on all copies.
(d) not use the Confidential Information in any way which is detrimental to the Purpose or the interests of the Disclosing Party.

(e) disclose it only to such of its' or its Affiliates' directors, employees, agents, subcontractors or professional advisors ("**Representatives**") who need to know the Confidential Information for the Purpose and who have been advised of the obligations of confidentiality and are obligated to keep the Confidential Information confidential;

(f) not disclose and procure that none of its Representatives, directly or indirectly, discloses the Confidential Information to any third party without the prior written consent of the Disclosing Party and, if the Disclosing Party so requests, procure that any third-party recipients subject to a confidentiality agreement with the Receiving Party on terms substantially similar to those contained in this Agreement; and

(g) < _____ > may use the –LIC's Confidential Information in combination with other data for statistical or analytical purposes for the Purpose provided that neither the –LIC nor any of its employees is identifiable under that Confidential Information.

(h) Notify the other Party immediately, if it becomes aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Authorized Person.

(i) Shall not use the Confidential Information to the competitive disadvantage of the Disclosing Party; and

(j) Hold the Disclosing Party harmless and indemnified from any direct liability, direct damage, direct loss, reasonable cost or expense (including any reasonable attorney's fees) incurred or suffered by the Disclosing Party on account of the proven breach of any provision of this Agreement by the Receiving Party; provided, however, that the total liability of the Receiving Party shall under no circumstances exceed the fees received by the Receiving Party in connection with the Purpose, except in the event of wilful misconduct or gross negligence by the Receiving Party.

3.1.1 The respective Confidentiality obligations under this Agreement shall continue for a period of 8 (eight) years following the termination of this Agreement.

3.1.2 Neither of the Parties may use or reference the other's name, logos or trademarks without its prior written consent.

3.1.3 All Confidential Information shall be deemed to be (and all copies thereof or of any part or parts thereof shall become upon the creation thereof) and shall remain the property of the Disclosing Party.

3.2 Upon expiry or termination of this Agreement, if the Disclosing Party so requests in writing, the Recipient shall, in 7 (seven) days, return to the Disclosing Party or use its reasonable efforts to the extent technically achievable and permissible by law, to destroy

all the Confidential Information, and copies thereof, received by the Receiving Party or any of its Representatives. Notwithstanding the foregoing, the Receiving Party may retain copies of the Confidential Information (a) for its internal record retention purposes and consistent with its record retention policy, to meet the requirements of its professional indemnity insurance arrangements and any applicable legal, regulatory or internal compliance obligations, and (b) where that information has been automatically saved electronically under any back-up system or which constitutes temporary files, metadata or other electronic files generally considered not to be retrievable without applying specialised techniques, in each case provided that such copies shall continue to be held in accordance with the provisions of this Agreement.

3.3 The Receiving Party acknowledges that the Confidential Information may not be accurate or complete and the Disclosing Party makes no representation or warranty (express or implied) as to the accuracy, completeness or reasonableness of the Confidential Information. The Disclosing Party shall not be liable to the Receiving Party or to any person to whom the Receiving Party discloses the Confidential Information if it is relied on.

3.4 Nothing in paragraph 3.3 operates to limit or exclude any liability for fraud.

4 COMPELLED DISCLOSURE

4.1 The Receiving Party may disclose Confidential Information of the Disclosing Party if required by law, government investigations or other legal process, whether under an order of a court of competent jurisdiction, government tribunal, or by another appropriate regulatory body ("**Compelled Disclosure**").

4.2 If the Receiving Party is required to disclose Confidential Information as part of a Compelled Disclosure, the Receiving Party will give prior written notice of such requirement to the Disclosing Party to the extent such notice is not prohibited by law. Reasonable efforts will be made to provide this notice to allow the Disclosing Party (at Receiving Party's sole cost and expense) to seek an appropriate confidentiality agreement, protective order, or modification of any such disclosure, and the Receiving Party will reasonably cooperate in such efforts.

5 DATA PROTECTION

5.1 In the event any Confidential Information contains personal data (including special categories of data) each party acknowledges, confirms and represents for its own part that it shall (a) process the personal data solely for the Purpose and in accordance with the Applicable - Laws and this Agreement, (b) where applicable, provide necessary notices and obtain relevant permissions, (c) have a lawful basis to process personal data for the Purpose and (d) implement appropriate technical and organisational security measures in relation to processing the personal data, which shall ensure a level of security appropriate to the risk.

5.2 Each party will on request provide reasonable assistance necessary to enable the other party to comply with -the Applicable Law(s) in relation to the personal data in particular with respect to responding to requests by data subjects and/or data protection authorities, and personal data breaches.

5.3 Each party acknowledges and agrees that due to the global nature of services provided by **<Company Name>**, Confidential Information provided by the –LIC may be transmitted, used, stored and/or otherwise processed outside the country where the -LIC submits that information. **<Company Name>** shall be responsible to LIC for maintaining the confidentiality of LIC's information and shall also follow all the Applicable Laws of India in this matter.

5.4 The Disclosing Party acknowledges and confirms that (a) all instructions given by the Disclosing Party to the Receiving Party in respect of personal data shall be in accordance with - the Applicable Law(s); and (b) all personal data collected or sourced by it or on its behalf for processing in connection with the Purpose and/or for the performance of this Agreement or which is otherwise provided or made available to the Receiving Party, has been collected or otherwise obtained in compliance with the - Applicable Law(s).

6 GENERAL

6.1 This Agreement binds the parties, their respective successors and permitted assigns, constitutes the whole agreement between the parties and supersedes any prior oral or written agreement or understanding relating to the Purpose. This Agreement cannot be amended, changed, or terminated except by a written instrument executed by a duly authorised representative of each party. This Agreement and the supply of

Confidential Information do not impose an obligation on either party to continue discussions or negotiations in connection with the Purpose or otherwise enter into a business relationship or provide any services. This Agreement only relates to the disclosure of information. In the event a party wishes to engage the other party to provide services, the parties shall enter into a subsequent agreement that will apply to such services, and which shall contain appropriate confidentiality obligations which will supersede the terms of this Agreement unless otherwise agreed in writing between the parties.

6.2 Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent.

6.3 Nothing in this Agreement will transfer to the Receiving Party or any third party any right or interest whatsoever in any Confidential Information or intellectual property owned by, or licensed to, the Disclosing Party or any Affiliate of the Disclosing Party.

6.4 Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any person, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.

6.5 If any provision of this Agreement is held to be invalid, unenforceable or illegal, the other provisions of this Agreement shall remain in force.

6.6 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or will prevent any future exercise in whole or in part thereof.

6.7 The parties acknowledge that the unauthorised use or disclosure of the Confidential Information could cause irreparable harm to the Disclosing Party. Without prejudice to any other rights or remedies which the Disclosing Party may have, the Receiving Party acknowledges and agrees that damages may not be an adequate remedy for any breach by the Receiving Party of the provisions of this Agreement and the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any imminently likely or actual breach of the provisions of this Agreement by the Receiving Party.

6.8 Notices delivered in connection with this Agreement must be in writing and delivered to the address set out in the first paragraph of this Agreement to the attention of - the Authorised Representative of each Party under this Agreement or as changed by the parties by written notice delivered to each other from time to time in accordance with this Agreement.

6.9 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. If the Parties fail to appoint the Arbitrator by mutual consent within 30 (thirty) days from the date of notice of arbitration, then, the Parties shall appoint 1 (one) arbitrator each and both these appointed arbitrators shall mutually appoint the third arbitrator who shall be the presiding arbitrator. The place of arbitration shall be Courts in Mumbai, India and the arbitration proceedings shall take place in the English language.

6.10 Each party must pay its own costs in connection with the negotiation, preparation and execution of this Agreement.

6.11 This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original. Signatures may be provided in digital form (such as Digital Signature Certificates (DSC) or transmitted only by electronic means (such as via email confirmation, PDF or facsimile).

6.12 Without the written consent of LIC the – **<Company Name>** or any of his consortium partners should not make public announcements/comments on any website/or issues any media statements about the LIC, RFP or RFP process.

6.13 The – **<Company Name>** shall ensure that in no case its employees or representative use any USB or connectivity device in the hardware systems of LIC without permission from LIC.

6.14 The – **<Company Name>** shall ensure that their employees will not disclose any information of LIC even after they cease to be the employees of the - **<Company Name>.** The **<Company Name>** shall ensure this by its own internal agreements.

THIS AGREEMENT is signed by the parties' duly authorised representatives in acceptance of the terms set out above.

Signed for and on behalf of:	Signed for and on behalf of:
<Company Name>	**Life Insurance Corporation of India -**
Signature: _____	**Signature:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____