Invitation for Expression of Interest for Payment Gateway Aggregator

[Ref: LIC/CO/CRM/PGA/EOI/2015-16 Dated: 14/12/2015]

Deputy Secretary (PCMC), PCMC Department,
Life Insurance Corporation of India,
Jeevan Seva Annex, 1st Floor, S.V. Road,
Santacruz (West), Mumbai, 400054.

Disclaimer: Information provided in the EOI

The information provided in the EOI is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the EOI. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this EOI and where necessary obtain independent advice. LIC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EOI.

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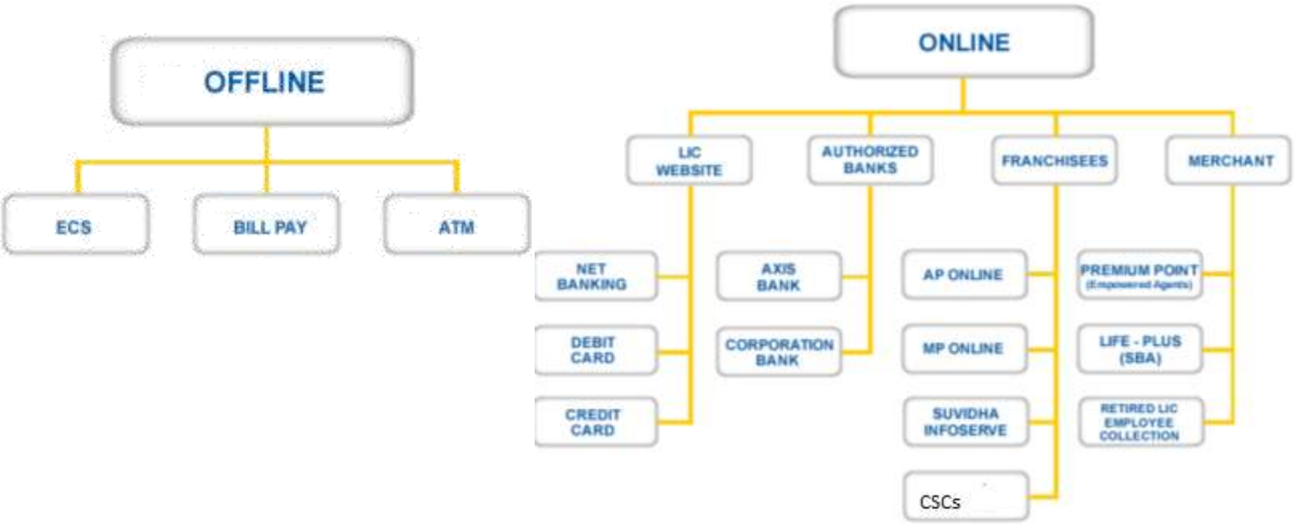
Invitation for Expression of Interest for Payment Gateway Aggregators

1. Introduction

Life Insurance Corporation of India, India's Leading Life Insurance provider invites Expression of Interest (EOI) from the prospective bidders for Payment Gateway Aggregator Services to enable policy holders to pay LIC premium online using Net Banking facility of various banks, Credit Cards, Debit Cards, Pre-paid and cash cards, IMPS and Pre-paid Payment Instuments with Billing Integration and real time reconciliation capabilities.

2. Current Scenario for Premium Collection through Alternate Channels in LIC



Currently, Payment Gateway Services are being provided to LIC by BillDesk, IDBI and Corporation Bank.

3. Cost of Bidding

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

4. Relationship between LIC and the bidders

It is clarified that no binding relationship exists or will exist between LIC and any of the bidders who participate in this EOI Process. However, the Non-Disclosure Agreement and Pre-Contract Integrity Pact will be binding on bidders.

5. Mandatory Submissions before Participation

The prospective Bidders are required to submit the following requirements mandatorily (else the response to this EOI submitted by the bidder ("the response") will summarily be rejected) in order to participate in this tendering process:

5.1. Non-Disclosure Agreement

The bidder shall submit, a duly notarized Non-Disclosure agreement on a stamp paper of Rs.250/- (Rupees two hundred fifty only) as per the format given in Annexure – I duly signed by the Authorized Signatory of the Company.

5.2. Pre-Contract Integrity Pact

This Invitation to EOI is an offer made on the condition that the bidder will sign the Integrity Pact with LIC. Only those bidders, who have entered into Pre-Contract Integrity Pact with LIC, would be eligible to participate in this Tendering Process.

The bidder shall submit a duly notarized Pre-Contract Integrity Pact on a stamp paper of Rs.250/- (Rupees two hundred fifty only) as per the format given in Annexure – II duly signed by the Authorized Signatory of the Company.

5.3. Bid Price

Eligible and interested bidders shall submit the Bid Price (non-refundable) of Rs.5,000/- (INR Five thousand only) in the form of a Demand Draft drawn on a Nationalized/Scheduled bank in favour of LIC of India payable at Mumbai, along with the response to this EOI.

5.4. Letter of Intent

The bidder is required to submit a Letter of Intent as per the Annexure - IV.

5.5. Authorization for signing of all documents related to this tender process

The bidder is required to submit the letter of Authorization, from an appropriate authority having powers to authorize a signatory for the company, clearly identifying and authorizing the person (Authorized Signatory) to sign the response to this EOI as per Annexure – IX.

5.6. Earnest Money Deposit (EMD)

Bidders shall submit, an EMD of Rs. 5,00,000/- (INR Five Lakhs only) in the form of Bank Guarantee (BG) as per the format given in Annexure – III, which should be executed by a Nationalized/ Scheduled bank acceptable to LIC and having its branches in Mumbai.

Listed below are the other terms & conditions related to EMD:

a. EMD shall be valid for a period of 180 days from the date of opening of the Bidder's response to the EOI.
b. LIC will not pay any cost or interest on the EMD for any period in any case.

c. EMD will be returned to the issuing Bank under intimation to the Bidder in lieu of the performance bank guarantee submitted by the selected Bidder as an outcome of tender process.
d. The EMD of those Bidders who do not qualify in the eligibility, technical or commercial evaluation, will be returned to the issuing Bank without interest after this tender process is completed and the contract is signed with the selected Bidder
e. The EMD submitted by the bidder may be forfeited in full or part , as decided by LIC, if:
    i. the bidder is found to be indulging in Fraudulent & Corrupt practices.
    ii. The Bidder withdraws or amends its response to the EOI during the period of validity; or
    iii. The Bidder makes any written statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or
    iv. In the case of a successful Bidder being identified, the successful Bidder withdraws its offer or if the bidder fails;
        - To sign the Contract; or
        - To furnish Bank Guarantee towards the Performance Guarantee as per this tender process.
f. Bids submitted without EMD or submitted with an EMD not conforming to above criteria, will be treated as non- responsive and will be summarily rejected by LIC.
g. In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its response has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

6. Activity Schedule

#	Activity	Details
1.	**EOI Reference & date**	**Ref: LIC/CO/CRM/PGA/EOI/2015-16 Dated: 14/12/2015**
2.	**Address of Communication, submission of Response to the EOI and Pre-Bid Meeting**	Deputy Secretary (PCMC), PCMC Department, Life Insurance Corporation of India, Jeevan Seva Annex, 1st Floor, S.V. Road, Santacruz (West), Mumbai, 400054.
3.	**Pre Bid meeting (by pre-registration only)**	**Monday, 21/12/2015 at 12.00 noon** **Only 2 representatives** per bidder will be allowed to attend the meeting and the names of the attendees will have to be informed through the mail id mentioned below in this schedule, one business day in advance.
4.	**Last Date and time for receiving queries**	**Thursday , 24/12/ 2015 latest by 5.00 pm** **Queries to be submitted in the format as per Annexure VIII**

5.	**Last Date for response from LIC for queries**	**Saturday, 26/12/2015**
6.	**Last Date & Time for Submission of Response to EOI**	**Wednesday, 06/01/2016 latest by 3.00 pm**
7.	**Opening of Responses to the EOI date/time/ venue**	The Responses will be opened by LIC in the presence of the bidders/ representatives who choose to attend the Opening of Responses to the EOI on **Wednesday, 06/01/2016 at 3.15 pm** at the above mentioned address.
8.	**Website Address**	http://www.licindia.in/tender_notice.htm
9.	**Contact Email-id**	Any Mail Communication regarding this EOI must be sent to email-id pcmc_RFP@licindia.com only. **The subject line must contain "PGA EOI".** **Any mail communication not sent as above is likely to get missed, for which LIC will not be responsible.**

Important:

1. The above schedule is tentative only and subject to change.
2. Any change to Activity Schedule will be notified through website address mentioned in this schedule.
3. All clarifications/results related to this EOI will only be communicated through our website address mentioned in this schedule

7. Instructions for Submission of responses by Bidders

The Bidders should submit their responses along with required documents as stated in this EOI document, in envelopes in the following manner:

a. **First Envelope** – an **open envelope** containing the Mandatory Submissions as per the point no. 5 above, superscribed as:
"First Envelope for EOI Ref: LIC/CO/CRM/PGA/EOI/2015-16 Dated: 14/12/2015, EOI FOR PAYMENT GATEWAY AGGREGRATORS
SUBMITTED BY ________ (Bidder's Name)"

b. **Second Envelope – Eligibility Documents** – The Hardcopy and Softcopy on DVD of the Eligibility Documents should be submitted in a **sealed envelope** superscribed as:
"ELIGIBILITY Envelope for EOI Ref: LIC/CO/CRM/PGA/EOI/2015-16 Dated: 14/12/2015, EOI FOR PAYMENT GATEWAY AGGREGRATORS
SUBMITTED BY ________ (Bidder's Name)"

c. **Third Envelope – Technical Documents** – The Hardcopy and Softcopy on DVD of the technical submission and relevant documents should be submitted in a **sealed envelope** superscribed as:
"TECHNICAL Envelope for EOI Ref: LIC/CO/CRM/PGA/EOI/2015-16 Dated: 14/12/2015, EOI FOR PAYMENT GATEWAY AGGREGRATORS

SUBMITTED BY ________ (Bidder's Name)"

d. **No Commercial information should be provided anywhere in the response to this EOI in any form.**

e. All hardcopies of the bidder's response to this EOI must be spirally bound and pages serially numbered.

f. The hardcopies of the bidder's response to this EOI (all documents and Annexures submitted as a part of response or called for by LIC) must be duly signed on each page and stamped on each page. Response shall be signed by the Bidder or a person duly authorized. The person signing the Response shall sign all pages of the bid, except for un-amended printed literature.

g. The bidder's response to this EOI will be treated as legally void and will be rejected if:
   i. Bid is not signed by the duly authorized person or
   ii. Bid submitted is unsigned or partially unsigned or
   iii. An image of signature found pasted on pages instead of wet signature or
   iv. Scanned response is submitted

h. By submitting a signed response to this EOI, the bidder's signatory certifies that in connection with this EOI:
   - The bidder's organization or an agent of the bidder's organization has prepared the response in its response without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition,
   - No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a response to this EOI for the purpose of restricting competition.

i. Language of Response to this EOI
   The response prepared by the Bidder, as well as all correspondence and documents relating to the response exchanged by the Bidder and LIC shall be in English language. As far as numbers are concerned the same should be in Hindu-Arabic Numerals.

j. The original response shall be typed on 8.27" by 11.69" (A4 size) paper in indelible ink.

k. Ordinarily the bidder's response to this EOI shall contain no overwriting. Any interlineations, erasures or overwriting shall be valid only if authorized signatory of the response countersigns them.

l. The contents of the Soft copies submitted in the DVD and the contents of the Hard copies shall be exactly the same. If not, the response may be rejected.

m. During Eligibility Criteria evaluation if any deviation is observed, LIC may call for clarifications and may decide to accept any deviation at its discretion and the decision of LIC in this matter will be final.

n. If any compliance or clarification sought by LIC is not submitted within 3 business days of being called for, the response of the bidder is liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.

8. Presentation/Demonstration of capabilities by the Bidders

All the bidders will be required to make presentation/demonstration of capabilities within two business days after opening of bids/responses. LIC shall communicate the venue, date and time of presentation/demonstration.

9. Notification to eligible Bidders

The Bidders who fulfill the Eligibility Criteria given in clause no 14 below will be shortlisted through this EOI and will be allowed to participate in a Request For Proposal (RFP) process to provide the Services as per the Scope of Work under OPEX Model wherein selected bidder will be paid per successful transaction basis.

However, LIC hereby reserves the right to float an open RFP, wherein any terms and conditions or clause mentioned in this EOI Document may be modified or deleted and any number of new conditions or clauses may be added.

The decision taken by LIC shall be final and no representation or correspondence shall be entertained.

10. Right to Reject any Response

LIC reserves the right to accept / reject any or all expression of interest received in response to this advertisement without assigning any reasons, whatsoever without incurring any liability to anyone. LIC may also cancel the entire tendering process without incurring any liability to anyone.

11. Checklist for Submission of Response to the EOI

First Envelope - Open	
1.	Non-Disclosure Agreement as per Annexure- I
2.	Pre-Contract Integrity Pact as per Annexure - II
3.	Bank Guarantee for EMD as per format given in Annexure - III

4.	Demand Draft worth Rs.5,000/-
5.	Letter of Intent as per the Annexure - IV
6.	Authorization for signing of all documents related to this tender process as per Annexure – IX
Second Envelope – Sealed – Eligibility Bid	
7.	Annexure – VI : Profile of Applicant Company
8.	Annexure – X : Conformity with Eligibility Criteria along with supporting evidences
9.	Annexure – VII : List of current clients of Bidder
Third Envelope – Sealed – Technical Bid	
10.	Details of each e-Payment mode offered
11.	Process Flows, Data Structure and Integration parameters of e-Payment modes
12.	Details of Central/Controlling Server of the Bidder
13.	Data Security and Integrity Measures
14.	Servicing Plan, Step by Step Work flow of e-Payment modes, fund transfer timelines, its reconciliation and banking, Submission of MIS.
15.	Monitoring Plan
16.	DVD with softcopies of the documents submitted towards point numbers 10 to 15

The above list of requirements is indicative. The bidder should refer to the complete EOI for all requirements that are required to be submitted along with Eligibility Documents and Technical responses. The Annexure and its contents should be submitted as stated in the prescribed format only. The response submitted may be rejected in case of non-adherence to any of the above instructions.

12. Validity Period of the response to the EOI

The response shall remain valid for 180 days after the date of opening the responses of bidders**.** LIC shall reject a response as non-responsive if the response is submitted with a shorter validity period.

In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify its bid.

13. Late Bids

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

14. Eligibility Criteria for Bidders

Bidder's Criteria and documents to be submitted:

#	Criteria	Documents to be submitted
1.	Bidder should be a registered company in India under Companies Act 2013 and should have been in operation for at least three years as on date of EOI.	Copy of the Certificate of Incorporation and Certificate of Commencement of Business.
2.	If the bidder is a bank, it should be included in the Second Schedule to the Reserve Bank of India Act, 1934 or Banking Company as defined in Clause (c) of Section 5 of the Banking Regulation Act, 1949 and it should respond for this tender as sole bidder. Consortium of bidders are not allowed	Copy of valid RBI banking license
3.	A registered company in India which is a payment gateway services aggregator authorized by RBI under the Payment and Settlement Systems Act, 2007 may respond to this tender as sole bidder.	Copies of Articles of Association and memorandum of understanding (MOU)
4.	Bidder should be able to provide following services: (i) Online Payment Gateways services with acceptance of Credit Cards [Visa, MasterCard, Amex, Diners], Debit Cards [Visa, MasterCard, Maestro Card, RuPay] (ii) Electronic Payment Gateway Services through the retail banking services of at least Thirty scheduled commercial banks (iii) Cash Cards, Prepaid Cards, Payment Wallets	(i) Certification from the respective partners clearly mentioning the Contract expiry dates. (ii) List of minimum 30 partner banks on company's Letterhead by authorised signatory. (iii) Certification from the respective partners clearly mentioning the validity of the certificate.
5.	Bidder must be an IRDAI Approved Premium Collection entity i.e.: • Approved institution for Collection by RBI or • RBI Cleared Payment Collectors or • any other entity as approved for Premium Collection by IRDAI	Copy of RBI's Approval, certified by Authorised Signatory
6.	Bidder should be PCI DSS and ISO 270001 Certified as on the date of submission of the bid.	Copies of valid PCI-DSS and ISO 27001 certificates
7.	The bidder should have maintained operating profit during any two of the last three financial years (2012-13, 2013-14 and 2014-15).	Audited Financial statements or Copy of financial statement certified by Authorised Signatory

8.	The bidder should have positive net worth for each of the last three financial years (2012-13, 2013-14 and 2014-15).	CA certificate to prove positive net worth during last three financial years (2012-13, 2013-14 and 2014-15).
9.	Minimum annual turnover out of payment gateway aggregation business from Indian operations should not be less than Rs. 5 crores during each of the last 3 financial years (2012-13, 2013-14 and 2014-15), as per audited financial statements.	Audited Financial statements certified by Authorised Signatory to be submitted.
10.	Bidder should have demonstrated experience of rendering online payment services to large Public Sector as well as Private Sector organizations in India and should have provided: (i) Currently operational online payments services to at least 5 public sector utilities/ government entities in India (ii) Processed at least 5 million online transactions during each of the last three financial years in India	(i) Satisfactory Performance certificates/citations clearly indicating the period of providing services and the fact that the payment gateways are Currently operational as on date of issue of EOI from each of the 5 public sector entities. The Name of the contact person from the Government/ client organization, official address and contact phone number need to be specified for further verification. (ii) CA certificate clearly indicating the year on year transactions processed for each of the last three financial years should be submitted
11.	Bidder should have a disaster recovery Centre and business continuation plan in place.	Documentary Proof with copy of Plan.
12.	Bidder should also have internal control and audit measures in place. Audit report from external auditor must be submitted as proof.	Copy of latest Internal control and Audit Report certified by Authorised Signatory.
13.	Bidder should not have been blacklisted by LIC	Certificate from Authorised Signatory
14.	Bidder should not have any litigation against LIC or any organization which may materially impact the bidders' responsibility to implement the scope of this EOI	Undertaking signed by the Authorized Signatory.
15.	Power of Attorney	Duly executed Power of Attorney by the Company's Board/Managing Director/Director or Board resolution in the name of the Authorized Signatory.
16.	The bidder should be registered for Service Tax	Copy Service Tax registration certificate
17.	The bidder should have PAN code	Copy of PAN card or Certificate with PAN code from Authorised Signatory

15. Objective of this EOI

LIC has introduced several Alternate Channels for premium collection which are primarily aimed to provide improved levels of service to its customers and convenience in payment of premium. LIC, further, want to understand and redesign (if required) the processes related to Premium Collection through Payment Gateways which has become imperative due to the advent of newer technologies and evolution of newer instruments for conducting transactions like IMPS and e-Wallets, etc.

LIC invites responses from competent and professional Electronic Payment Collection, Aggregation, Disbursement and Reconciliation Services providers, who meet the minimum eligibility criteria as specified in this document for integration of Payment Gateway with LIC's Portal and providing Payment collection, aggregation, disbursement and reconciliation services for LIC for a period of Five (5) years.

16. Broad Scope of Services required by LIC

LIC wishes to avail a comprehensive, fully automated end to end solution on per transaction cost for all types of collections of insurance company like premium, loans, loan interest, invoices, etc. by integrating LIC's website with an integrated Internet Payment Gateway Aggregator. The scope of work will include:

a) To offer a secure online payment solution through LIC's portal site www.licindia.in and Mobile Apps.
b) To offer a user interface for initiation and completion of the online payment and real-time settlement process.
c) To offer a secure & hassle-free payment gateway interface to enable the policyholder to select from a wide array of choices of Banks/Credit cards/Debit Cards and make the real-time payment
d) To offer an appropriate mechanism for consolidation and remittance of collections to LIC from across the various Banks/Credit cards/Debit Cards/other channels.
e) To reconcile on daily basis, the various successful and unsuccessful payment transactions and deliver pre-determined MIS and data in acceptable formats and media to LIC
f) To develop standard operating processes and flow processes to deliver the scope of work defined in this EOI in a standardized manner.
g) To provide with a backend interface for LIC to:-
    - monitor the daily transactions and view transaction history, audit trails, log files, etc
    - customize the payment page with adequate advertising campaigns, logos, emblems, pop-ups, etc.
    - download/upload related transaction/MIS files from the service provider's server.

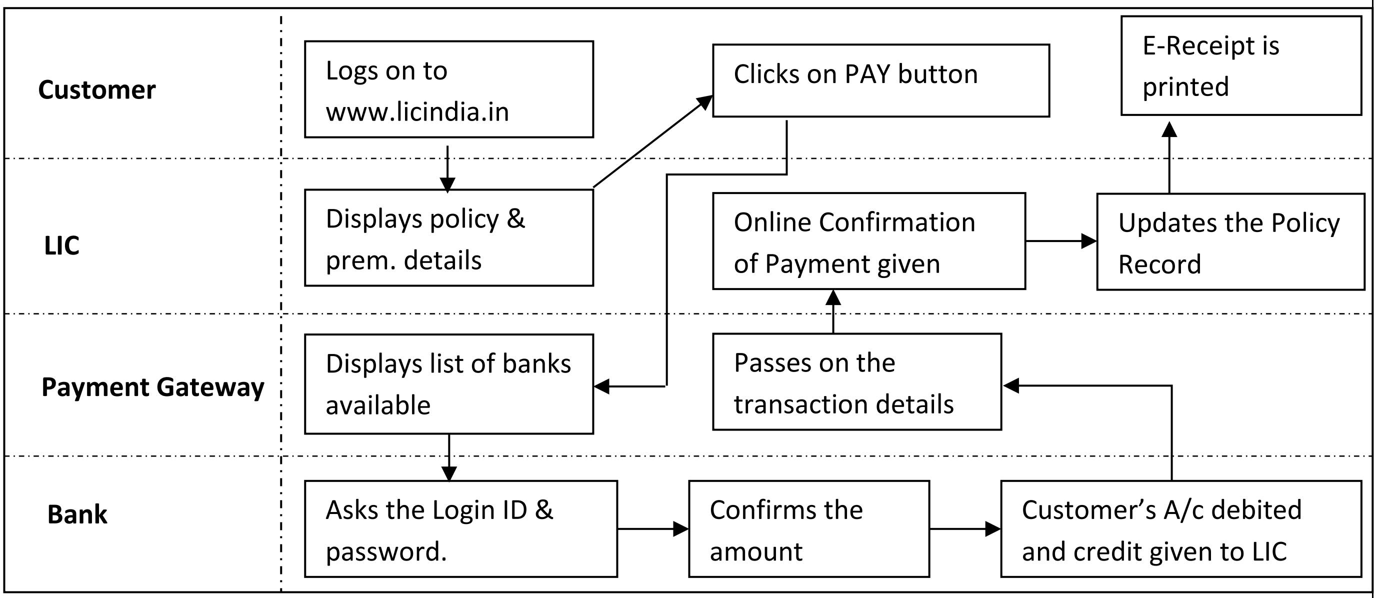
Bidder should be able to provide following services:

Online Payment Gateways services covering acceptance of

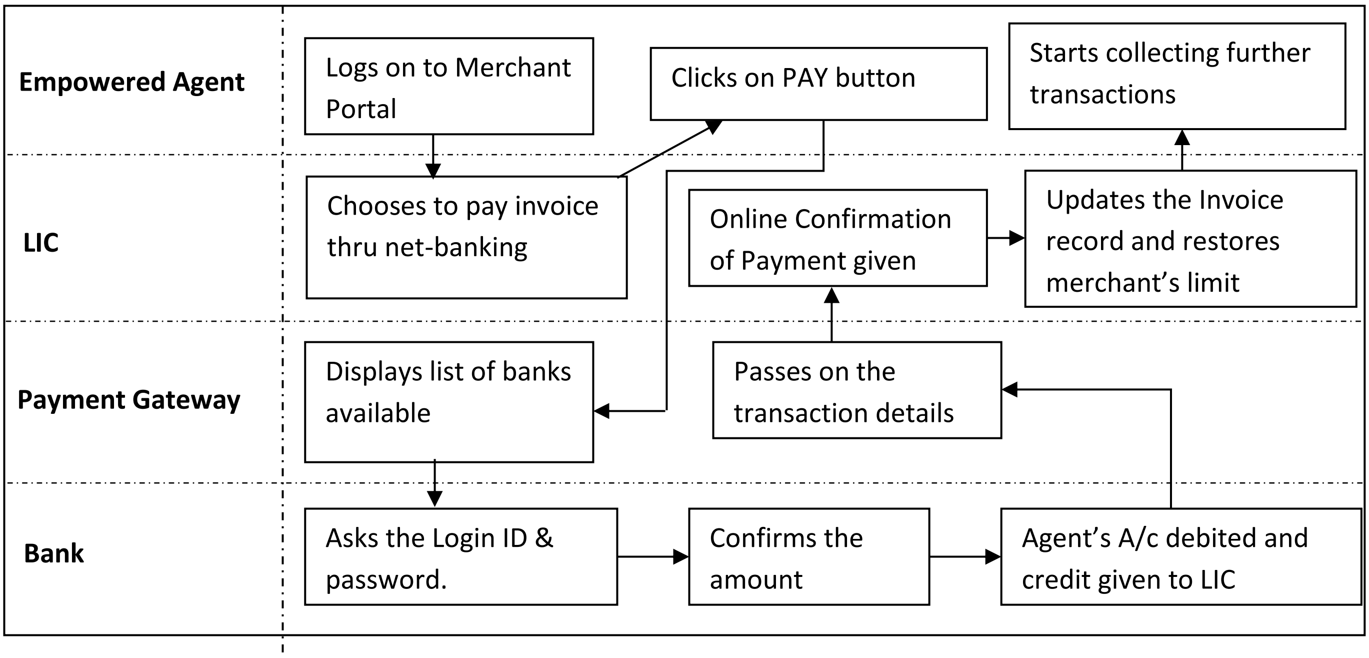
a) Credit Cards [VISA, MasterCard, American Express (AMEX) & Diners]
b) Debit Cards [VISA, MasterCard, Maestro, Rupay]

c) Internet Banking based debit to banks accounts, covering at least thirty (30) Banks of which a minimum fifteen (15) should be Public Sector Banks
d) Prepaid Cards / Wallets;
e) IMPS payment option on internet

Schematic Diagram of Customers paying premiums online through LIC portal:



Schematic Diagram of LIC empowered agents remitting invoices through net-banking:



Annexure – I : Non-Disclosure Agreement

(No deviations in wordings permitted)

(To be executed over Rs.250 Stamp/Franked paper & notarized)

This Non-disclosure Agreement ("NDA") is made and entered into this __ day of _______ in the year Two Thousand and _________ (201_)

BY AND BETWEEN

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

AND

<Company Name> a company incorporated under the laws of Indian Companies Act, 2013 and having its principal place of business at

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

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

WHEREAS, the Respondent is aware that while responding to LIC's Expression of Interest (EOI) Ref: LIC/CO/CRM/PGA/EOI/2015-16 Dated: 14/12/2015, the Respondent may be gathering information on LIC's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by LIC and made available to the Respondent while responding to this tendering process, is privileged and strictly confidential to and / or proprietary of LIC.

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

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

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

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party.

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

- Distribute or disclose to any other person any of the Confidential Information;
- Permit any other person to have access to the Confidential Information;
- Use the Confidential Information for any purpose other than the Permitted Use; or disclose to any other person

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

The Respondent agrees to be responsible for any breach of this Agreement by its Representatives.

Respondent agrees to protect the Confidential Information received from LIC with the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Respondent agrees to promptly inform LIC of any unauthorized disclosure of LIC's Confidential Information.

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

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

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

- Information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder;
- Information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party;
- Information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information ;

- Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of LIC.

In the event that Respondent is required by law in any judicial or governmental proceeding to disclose any Confidential Information, the Respondent will give LIC prompt written notice of such request so that LIC may seek a protective order or appropriate remedy. If, in the absence of a protective order, Respondent determines, upon the advice of counsel, that it is required to disclose such Confidential Information, it may disclose such Confidential Information only to the extent compelled to do so; provided, however, that the Respondent gives LIC written notice of the portion of Confidential Information to be disclosed as far in advance of the disclosure as is practicable and uses its best efforts, at its own expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information. Each party should pay its own cost of litigation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respondent agrees not to assign this Agreement or any interest herein without express prior written consent of LIC.

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

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

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

This NDA will be valid for a period of __________(Contract Period).

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

Authorized Signatory

Name:
Designation: Office Seal: Place:

Annexure – II : Pre-Contract Integrity Pact

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on…………………. day of the month of …………………..201…, between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s ………………………..represented by Shri………………………………… (hereinafter called the "BIDDER /SELLER" which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
2. The BUYER will, during the pre-contract stage, treat all BIDDERs alike and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
3. All the officials of the BUYER will report to the appropriate "CVO" any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERs

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavour to any person in relation to the contract of any other contract with the Government.

3.3 Foreign BIDDERs shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERs shall disclose their foreign BUYERs or associates.

3.4 BIDDERs shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

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

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

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

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 2013.

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

4. <u>Previous Transgression</u>

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

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

<u>5. Earnest Money (Security Deposit):</u>

5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs......................... (to be specified in RFP/Tender) as Earnest Money as applicable/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft of Pay Order in favour of LIC.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP/Tender).

5.2 The Earnest Money /Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for

Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the

Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause:

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

8. Independent Monitors:

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

Name address of the Monitor(s):

- ....
- ....

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extend the parties comply with the obligations under this Pact.

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

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

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

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

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

8.8 The Monitor will submit a written report to the designated authority** of BUYER /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation:

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

10. Law and Place of Jurisdiction:

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

11. Other Legal Actions:

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

12 Validity:

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER	BIDDER
Name of the Officer:	CEO
Designation	
Department/MINISTRY/PSU	

Witness

1..	1.......................................
2..	2.......................................

(* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.)

(** Please specify the “Name of Authority” in place of “Authority Designated” wherever mentioned in the Agreement)

Annexure – III : Bank Guarantee

This Deed of Guarantee executed by the ________________ (Bank name) (hereinafter referred to as "the Bank") in favour of Life Insurance Corporation of India, having its Central office at "Yogakshema", Jeevan Bima Marg, Mumbai – 400021 (hereinafter referred to as "LIC") for an amount not exceeding Rs.___________(Rupees ________________________ only) at the request of (Vendor's Name & Address)____ (hereinafter referred to as the "Vendor").

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Vendor, up to a total amount of Rs._________ (Rupees ______________________ only) and we undertake to pay you, upon your first written demand, without cavil or argument, any sum or sums as specified by you within the limit of Rs. ___________ (Rupees________________________ only).

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

This Bank Guarantee will be valid for a period up to ____________ (for a period of 67 months from the date of submission)

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

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

We hereby confirm that we have the powers to issue this guarantee in your favour under the Constitution and business procedure of the bank and the undersigned is/are the recipient of authority by express delegation of powers and has/have full powers to execute this performance bank guarantee.

Dated at_______ this________ day of _________ 20___

Sealed & Signed by the Bank

Annexure – IV : Letter of Intent

To, Date:

The Executive Director (CRM),
Life Insurance Corporation of India,
Central Office, CRM Department, 5th Floor (Link), "Yogakshema",
Jeevan Bima Marg, Mumbai-400 021

Dear Sir,

Reg. : **Letter of Intent**
Reference: Invitation for Expression of Interest for Payment Gateway Aggregator
[Document Reference: LIC/CO/CRM/PGA/EOI/2015-16 Dated: 14/12/2015]

Having examined the EOI document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, are participating in the above reference Expression of Interest process for Payment Gateway Aggregator aimed for the procurement of Payment Gateway Aggregator services for LIC to facilitates the collection of LIC's premium and other collections online through various channels and modes in conformity with the said EOI.

If our offer is accepted, we undertake to participate in the resulting RFP process.

We enclose a Demand Draft / Bank Guarantee for Rs.5,000/- in favour of LIC as Bid Price and a Bank Guarantee for Rs.5,00,000/- in favour of LIC towards EMD. We agree to abide by and fulfil all the terms and conditions of the EOI and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in EOI.

Our PAN number for Income Tax is ______________________.

We are registered with the Sales Tax/Service Tax authorities and our registration numbers are as follows.

Sales Tax/VAT Registration Number is ____________________.

Service Tax Registration Number is _____________________.

We accept all the Instructions and Terms and Conditions of the subject EOI.

Dated this ________day of _________20___

Signature ___________________________

Signature of the Authorized Signatory with date & seal

Annexure – VI : Profile of Applicant Company

#	Particulars			Details on Page
1.	Name of the Applicant			
2.	Status of Applicant (Company, Partnership, Prop., etc.)			
3.	Year of Establishment & Details of Registration (attach Documentary Proof)			
4.	Number of years' experience in Payment Gateway Aggregation and Integration			
5.	Address			
6.	Telephone number			
7.	Fax number			
8.	Email Address			
9.	Website address of the Company			
10.	Key person (s) with contact details			
11.	a)Head Office / registered Office			
12.	b)Mumbai Office			
13.	Authorized Official with Name, Designation, Contact Phone No/Mobile No / FAX No. etc. for the EOI			
14.	Sales Tax Number			
15.	PAN Number			
16.	3 Years Audited Balance sheet and Financial Statements Brief Financial Particulars for the last 3 financial years			
	Year	Net Profit/Loss	Turnover	
	2012-2013			
	2013-2014			
	2014-2015			
17.	Profile of Applicant Company (2 Pages maximum)			
18.	Technical Experience and Expertise: Write up on the Company's experience/expertise in Implementation of Integrated payment Gateway solution covering technical skills & capability of the company (max 4 pages)			

Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our response is liable to be rejected.

Signature of the Authorized Signatory with date & seal

Annexure – V : Conformity to Eligibility Criteria

#	Criteria	Documents to be submitted	Whether the bidder complies with this criteria
1.	Bidder should be a registered company in India under Companies Act 2013 and should have been in operation for at least three years as on date of EOI.	Copy of the Certificate of Incorporation and Certificate of Commencement of Business.	
2.	If the bidder is a bank, it should be included in the Second Schedule to the Reserve Bank of India Act, 1934 or Banking Company as defined in Clause (c) of Section 5 of the Banking Regulation Act, 1949 and it should respond for this tender as sole bidder. Consortium of bidders are not allowed	Copy of valid RBI banking license	
3.	A registered company in India which is a payment gateway services aggregator authorized by RBI under the Payment and Settlement Systems Act, 2007 may respond to this tender as sole bidder.	Copies of Articles of Association and memorandum of understanding (MOU)	
4.	Bidder should be able to provide following services: (i) Online Payment Gateways services with acceptance of Credit Cards [Visa, MasterCard, Amex, Diners], Debit Cards [Visa, MasterCard, Maestro Card, RuPay] (ii) Electronic Payment Gateway Services through the retail banking services of at least Thirty scheduled commercial banks (iii) Cash Cards, Prepaid Cards, Payment Wallets	(i) Certification from the respective partners clearly mentioning the Contract expiry dates. (ii) List of minimum 30 partner banks on company's Letterhead by authorised signatory. (iii) Certification from the respective partners clearly mentioning the validity of the certificate.	
5.	Bidder must be an IRDAI Approved Premium Collection entity i.e.: • Approved institution for Collection by	Copy of RBI's Approval, certified by Authorised Signatory	

	RBI or • RBI Cleared Payment Collectors or • any other entity as approved for Premium Collection by IRDAI		
6.	Bidder should be PCI DSS and ISO 270001 Certified as on the date of submission of the bid.	Copies of valid PCI-DSS and ISO 27001 certificates	
7.	The bidder should have maintained operating profit during any two of the last three financial years (2012-13, 2013-14 and 2014-15).	Audited Financial statements or Copy of financial statement certified by Authorised Signatory	
8.	The bidder should have positive net worth for each of the last three financial years (2012-13, 2013-14 and 2014-15).	CA certificate to prove positive net worth during last three financial years (2012-13, 2013-14 and 2014-15).	
9.	Minimum annual turnover out of payment gateway aggregation business from Indian operations should not be less than Rs. 5 crores during each of the last 3 financial years (2012-13, 2013-14 and 2014-15), as per audited financial statements.	Audited Financial statements certified by Authorised Signatory to be submitted.	
10.	Bidder should have demonstrated experience of rendering online payment services to large Public Sector as well as Private Sector organizations in India and should have provided: (i) Currently operational online payments services to at least 5 public sector utilities/ government entities in India (ii) Processed at least 5 million online transactions during each of the last three financial years in India	(i) Satisfactory Performance certificates/citations clearly indicating the period of providing services and the fact that the payment gateways are Currently operational as on date of issue of EOI from each of the 5 public sector entities. The Name of the contact person from the Government/ client organization, official address and contact phone number need to be specified for further verification. (ii) CA certificate clearly indicating the year on year transactions processed for	

		each of the last three financial years should be submitted	
11.	Bidder should have a disaster recovery Centre and business continuation plan in place.	Documentary Proof with copy of Plan.	
12.	Bidder should also have internal control and audit measures in place. Audit report from external auditor must be submitted as proof.	Copy of latest Internal control and Audit Report certified by Authorised Signatory.	
13.	Bidder should not have been blacklisted by LIC	Certificate from Authorised Signatory	
14.	Bidder should not have any litigation against LIC or any organization which may materially impact the bidders' responsibility to implement the scope of this EOI	Undertaking signed by the Authorized Signatory.	
15.	Power of Attorney	Duly executed Power of Attorney by the Company's Board/Managing Director/Director or Board resolution in the name of the Authorized Signatory.	
16.	The bidder should be registered for Service Tax	Copy Service Tax registration certificate	
17.	The bidder should have PAN code	Copy of PAN card or Certificate with PAN code from Authorised Signatory	

Annexure – VII : List of current clients of Bidder

(Where Payment Gateway Services are currently being provided by the Applicant)

#	**Name and complete Postal Address of the Customer (Purchaser)**	**Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person (customer)**	**Whether reference Letter Enclosed**
1	2	3	4

Annexure – VIII: Template for Bidder's Queries

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

Annexure – IX: Authorization Letter

Authorization for signing of all documents related to EOI

[Either (a) or (b) on bidder's letterhead]

(a) To be signed by the bidder's company's Board / Director / Managing Director

To, Date:

The Executive Director (CRM),
Life Insurance Corporation of India,
Central Office, CRM Department, 5th Floor (Link), "Yogakshema",
Jeevan Bima Marg, Mumbai-400 021

Sir,

Reg.: <u>Authorization to sign on behalf of the Company</u>

Reference: Invitation for Expression of Interest for Payment Gateway Aggregator
[Document Reference: LIC/CO/CRM/PGA/EOI/2015-16 Dated: 14/12/2015]

I / We,____________________________________ (name & designation), by the powers vested in me/ us, hereby authorize Mr./ Ms. ______________________________to sign the documents to be submitted for participation in the above referred EOI, as "Authorized Signatory" on behalf of our company.

The signature of Mr. / Ms.____ is as below.

(Sample Signatures of the Authorized Signatory)

Dated at____________this___________________day of _______________20___

Yours faithfully,

Signature(s):

Name(s):

Designation:

Name & Address of the company:

(b) To be signed by the bidder's Company Secretary

To, Date:

The Executive Director (CRM),
Life Insurance Corporation of India,
Central Office, CRM Department,
5th Floor (Link), "Yogakshema",
Jeevan Bima Marg, Mumbai-400 021
Sir,

Reg.: Authorization to sign on behalf of the Company
Reference: Invitation for Expression of Interest for Payment Gateway Aggregator
[Document Reference: LIC/CO/CRM/PGA/EOI/2015-16 Dated: 14/12/2015]

Mr. /Ms.________________________________has been authorized by our Company Board/Director/ Managing Director to sign the documents to be submitted for participation in the above EOI, as "Authorized Signatory" on behalf of our company. The copy of our board resolution is enclosed herewith.

The signature of Mr. / Ms.______________________________is as below.

(Sample Signatures of the Authorized Signatory)

Dated at_____________this____________________day of________________20__

Yours faithfully,

Signature(s):

Name(s):

Designation:

Name & Address of the company:

-------------------------End Of Document-----------------------------