



**Invitation for Request for Proposal for Implementation of Robotic
Process Automation in Life Insurance Corporation of India**

[E – TENDER]

[Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01 dated 14.09.2023]

Life Insurance Corporation of India
Central Office, Information Technology Department,
Jeevan Seva Annexe Building, 3rd floor,
S. V. Road, Santacruz (West), Mumbai-400 054.
Email: efeap.next_rfp@licindia.com

This document is the property of Life Insurance Corporation of India (LIC).

It should not be copied, distributed or recorded on any medium, electronic or otherwise, without LIC's written permission. Use of contents given in this document, even by the authorized personnel/agencies for any purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

Table of Contents

1. Definitions and Abbreviations	9
1.1 Definitions.....	10
1.2 Abbreviations.....	13
2. REQUEST FOR PROPOSAL.....	15
2.1. Invitation to Bid (E-Tender)	15
2.2 Overview of RFP	16
2.2.1. Activity Schedule.....	16
2.2.2. General Instructions	20
2.2.3. Issue of Corrigendum	21
2.3 Qualification Criteria.....	21
2.4 Acceptance of Terms and Conditions	22
2.5 Cost of Bidding.....	22
2.6 Relationship between LIC and the bidders	22
2.7 Information provided in the RFP	22
2.8 Bid Price & EMD	23
2.8.1 Bid Price	23
2.8.2 Earnest Money Deposit (EMD)	23
2.9 Exemption of Bid fee & EMD:.....	24
2.10 Pre-Bid Meeting & Clarifications	24
2.11 Consortiums or sub-contractor	25
2.12 Instructions for Bid Submission	26
2.13 Documents Required for Online Bid Submission (E-Tender)	29
2.13.1 Eligibility Bid Submission	30
2.13.2 Technical Bid Submission	31
2.13.3 Indicative commercial Bid Submission	32
2.14 Procedure for opening of the bids	32
2.14.1 Clarification sought by LIC on Bids	32
2.14.2 Modification and Withdrawal of the Bids	33
2.14.3 Compliant Bids / Completeness of Response	33

2.15 Bid Validity Period.....	34
2.16 Late Bids	34
2.17 Evaluation Process	34
2.18 Stage 1 -Eligibility Criteria and Technical Bid Evaluation/POC	35
2.18.1 Pre-Qualification/Eligibility Criteria	35
2.18.2 Technical Bid Evaluation	36
2.18.3 Proof of Concept.....	37
2.19 Short Listing.....	37
2.20 Stage 2 – Commercial Bid Evaluation Process	38
2.20.1 Commercial Bid Evaluation Process	38
2.20.2 Online Reverse Auction:.....	39
2.21 Normalization of Bids:.....	41
2.22 Selection of Bidder	43
2.22.1 Award Criteria	43
2.23 Request to extend validity period and EMD by LIC.....	43
2.24 Right to Accept Any Proposal and To Reject Any or All Proposal(s)	43
2.25 Notification Criteria	43
2.25.1 Notification of Award.....	44
2.25.2 Signing of Contract.....	44
2.26 Pricing and Taxes.....	45
2.27 Issue of Purchase Order.....	46
2.28 Limitation of Liability.....	46
2.29 Non-Disclosure Agreement (NDA)	46
2.30 Undertaking for Warranty, AMC, ATS and Quality Assurance	46
2.31 Language of Bid.....	49
2.32 Bid Currencies	49
2.33 Arithmetical errors	49
2.34 LIC's right to vary requirement during the term of the contract.....	49
2.35 Contacting LIC.....	49
2.36 Right to terminate the Process.....	50
2.37 Disqualifications	50
2.38 Fraud and Corrupt Practices.....	51

2.39 Disputes.....	52
2.40 Rights reserved by LIC.....	53
3. Terms and Conditions	54
3.1 Contract Period	55
3.2 Renegotiation of prices, price validity and Validity of the contract	55
3.3 Option to extend Contract Period	55
3.4 Services Location	55
3.5 General obligations.....	56
3.5.1 Obligations of the selected Bidder(s)	56
3.5.2 Warranties.....	56
3.5.3 Access to LIC's premises	57
3.5.4 Conduct at LIC's premises	57
3.5.5 Assignments.....	57
3.5.6 Responsibility of the successful bidder	57
3.5.7 Liability of the successful bidder	57
3.6 Documentation.....	58
3.6.1 Provision of Documentation	58
3.6.2 Documentation requirements.....	58
3.7 Varying the Services	58
3.7.1. Variations proposed by LIC.....	58
3.7.2. Effective date of variation.....	59
3.7.3. Change Order.....	59
3.7.4. Change Requests	59
3.7.5. Contract Amendments	59
3.8. Co-operation with Personnel and entities interacting with LIC.....	59
3.9. Monitoring progress.....	60
3.9.1. Progress meetings	60
3.9.2. Reporting.....	60
3.10 Performance assessment.....	60
3.10.1 Assessment of Services.....	60
3.10.2 Notice of non-compliant Services.....	60
3.10.3 Rectification of non-compliant Services	60

3.11	Personnel	61
3.11.1	Use of Specified Personnel	61
3.12	Intellectual Property Rights	61
3.12.1	Products and fixes	62
3.12.2	Third Party Material	62
3.12.3	Rights in Bidder's Pre-existing IPR	62
3.12.4	LIC ownership of Intellectual Property Rights in Contract Material	62
3.12.5	IPR Warranty	62
3.12.6	Remedy for breach of warranty	62
3.12.7	Patent Rights and other litigation costs	63
3.13	Moral Rights	63
3.13.1	Obtaining consents	63
3.13.2	Specified Acts	64
3.14	Indemnity	64
3.15	Liability	65
3.16	Confidentiality and privacy	66
3.16.1	Confidential Information not to be disclosed	66
3.16.2	Exceptions to obligations	67
3.16.3	Obligations on disclosure	67
3.16.4	Additional confidential information	67
3.16.5	Period of confidentiality	68
3.17	Protection of personal information	68
3.17.1	Application of the clause	68
3.17.2	Obligations	68
3.18	Conflict of interest	68
3.18.1	Warranty that there is no conflict of interest	68
3.18.2	Notification of a conflict of interest	69
3.19	Security	69
3.19.1	Compliance with LIC requirements	69
3.19.2	Security clearance	69
3.19.3	Removal of LIC Data	70
3.20	Books and records	70

3.20.1. Vendor to keep books and records	70
3.20.2. Costs	70
3.21. Force Majeure or Unforeseen events.....	70
3.21.1. Occurrence of unforeseen event.....	70
3.21.2. Notice of unforeseen event	71
3.21.3. Termination	71
3.21.4. Consequences of termination	71
3.22 Dispute Resolution	71
3.22.1. Reconciliation Process	71
3.22.2. Notification	72
3.22.3. Parties to resolve Dispute	72
3.22.4. Confidentiality of Dispute and its resolution	72
3.22.5. Costs	72
3.22.6. Termination of process	73
3.22.7. Breach of this clause.....	73
3.23 Termination.....	73
3.23.1. Right to terminate.....	73
3.23.2. Termination and reduction for convenience	73
3.23.3. Termination by LIC for default.....	74
3.23.4. Termination for Insolvency.....	74
3.23.5. After termination	74
3.23.6. Survival	75
3.23.7. Severability.....	75
3.23.8. Termination does not affect accrued rights	75
3.23.9. Consequences of Termination of the Selected Bidder	75
3.23.10. Business continuity beyond contract period.....	76
3.23.11. Knowledge transfer	76
3.23.12. Change in Constitution.....	76
3.23.13. Notices and other communications.....	77
3.23.14. Service of notices	77
3.23.15. Effective on receipt.....	77
3.23.16. Ambiguities within the Document.....	78

3.24 Miscellaneous	78
3.24.1. Varying the Contract	78
3.24.2. Approvals and consents	78
3.24.3. Assignment and novation	78
3.24.4. Further action	79
3.24.5. Waiver	79
3.24.6. Relationship	79
3.24.7. Announcements/ Right to publicity	79
3.24.8 Governing law and jurisdiction	79
3.25 Performance Bank Guarantee (PBG)	80
3.25.1 Submission of PBG	81
3.26 Inspection and Tests	81
3.27 System Acceptance & Solution Acceptance	81
3.28 IPv6 Compliance	82
3.29 Support to be provided by LIC	82
3.30 Performance Assessment/Penalties	82
3.31 Reference Dates	83
3.32 Undertaking for Restriction on Procurement due to National Security	83
3.33 Escrow Mechanism	83
3.34 Exit Management	83
3.34.1 Purpose	83
3.34.2 Transfer of Assets	84
3.34.4 Confidential Information, Security and Data	84
3.34.5 Employees	85
3.34.6 Transfer of Certain Agreements	85
3.34.7 Rights of Access to Premises	85
3.34.8 General Obligations of Bidder(s)	86
3.34.9 Exit Management Plan	87
3.35. Project management:	87
3.36. Broad Scope of Project Management:	88
3.37 Payment Terms & Conditions	89
3.37.1 Obligation to pay	90

3.37.2	Liquidated Damages.....	90
3.37.3	Incorrect Invoices, under/over Payment.....	90
3.37.4	Due Date for Payment.....	91
3.37.5	Expenses.....	91
3.37.6	Prices and Taxes	91
4.	LIC’s IT Landscape:	92
4.1	Introduction:-.....	92
4.2	Infrastructure Overview Core Insurance Application (eFeap)-.....	92
4.3	Core Insurance Application (eFeap)-	92
5.0	Scope of Work and Deliverables:	93
5.1	Background and Project Objective.....	93
6	Roles and responsibilities.....	112
6.1	Roles & Responsibilities of LIC	112
6.2	Roles & Responsibilities of bidder	113
7	PROPRIETARY RIGHTS.....	114
8	SOFTWARE LICENSES.....	114
9.	ADVERTISING AND PUBLICITY:.....	115
	Annexure-1 : Bid Response Covering Letter on Bidder’s Company Letter-head.....	116
	Annexure-2: Bidder’s Organization Details	117
	Annexure-3: Applicant’s Financials Details	118
	Annexure-4: Authorization for signing of all documents related to RFP	119
	Annexure-5 : Project Citation Details Part-A.....	121
	Annexure-5 : Project Citation Details Part-B.....	123
	Annexure-6: Non-Disclosure Agreement	124
	Annexure-7 : Pre Contract Integrity Pact.....	130
	Annexure-8: Eligibility Criteria	138
	Annexure-11 : Pre-Bid Queries Template.....	141
	Annexure-12 : Bank Account Details	142
	Annexure-13 : Bid Securing Declaration Form	143
	Annexure-14: Self-Declaration Format for Non-Blacklisting/Non-Litigation/Land Border Clause	144
	Annexure-15: UNDERTAKING FOR WARRANTY.....	145



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

Annexure-16: Information Security Certificate	146
Annexure-17 : Compliance Statement.....	147
Annexure-18: Manufacturer's Authorization Form (MAF)	148
Annexure-19: NEFT Mandate Form.....	150
Annexure-20 : Performance Bank Guarantee	151
Annexure-21 : Earnest Money Deposit in the form of Bank Guarantee	153
Annexure-22 : Letter of Intent to perform as a Partner/Consultant	154
Annexure-23 : GENERAL USER GUIDE TO BIDDERS FOR E-PROCUREMENT PROCESS.....	156
Annexure-24 Declaration by the Bidder	159
Annexure-25 Hardware Sizing for RPA Solution.....	161
Annexure-26 TECHNICAL BID EVALUATION MATRIX	162
Annexure-27 Format for References (Against Annexure-26)	167

1. Definitions and Abbreviations

1.1 Definitions

LIC	Means without limitation the “Life Insurance Corporation of India” (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act 31 of 1956) having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021
Bid	The Bidder’s written submissions in response to the RFP signed by its Authorized Signatory.
Firm/Solution Provider /Bidder/Proponent/Vendor/Respondent/agency/Applicant	A firm/company fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual capacity. System Integrator (SI) in its individual right.
BFSI	Banking, Financial Services and Insurance companies that provide a range of such products/services
Business Day	Shall be construed as a day excluding Saturdays, Sundays of a month and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India
Agreement	The written contract signed between the LIC and the Selected vendor and all the attached documents with respect to any/all deliverables or services contemplated by this RFP. The “Agreement” includes the RFP, all addenda/corrigenda issued by LIC, subsequent mutually agreed modifications to the RFP, the Bid of the successful bidder response of the selected vendor to the RFP and the contract document itself.
Acceptance of Tender	Means the letter/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.
Authorized Signatory	The person authorized by the company’s Board/ Managing Director/Director through a proper authorization to represent the company for purpose of this bid submission for signing the bid documents on behalf of the company and finalization
Working Day	Shall be construed as a day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies or State Governments or Central Government of India
Day	Calendar Day

Clarifications	Means Addenda, corrigenda and clarifications to the RFP
Contract Value	For Selected Supply Vendor, the Contract Value will be calculated by multiplying the Quantities of all the Line items, by the approved L1 Rates of all the Line items after conclusion of Online Reverse Auction.
L1 quote	Lowest price (TCO) discovered through Online Reverse Auction. 1.If Online Reverse Auction is held as per the conditions of the RFP - Lowest price discovered through Online Reverse Auction 2.If Online Reverse Auction is not held as per the conditions of the RFP - Lowest price discovered through Commercial Bid
L1 Bidder / Successful Bidder	Bidder with L1 (lowest) quote declared after the ORA and after the approval of the L1 prices.
Date of acceptance	Date of Acceptance the system shall be deemed to have been accepted by LIC, subsequent to its commissioning, when all the activities as defined in the scope of work related to the acceptance of system have been successfully executed and completed and a certificate from LIC is obtained by the Vendor. The date of acceptance of system will be the one stated in the Certificate issued in writing from LIC and duly signed by an authorized official of LIC.
Deliverables and Services	Means all services and deliverables as per the Scope of Work of this RFP
Law	Shall mean any Act, notification, by laws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of any state or any other Government or regulatory authority.
“Solution”/ “Services”/ “Work”/ “System”/ “IT System”	Means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the implementation/ development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training and other obligation of the Supplier covered under this RFP.
Eligibility & Technical Bid	This tender process is based on two bid procedure (Eligibility & Technical and Commercial). Eligibility conditions are used in this tender in lieu of empanelling process. Where the words “eligibility bid” appears the same should be read and understood as “response to eligibility conditions

	criteria”.
“Party” and “Parties” Specifications	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the ‘Parties’ and individually as a ‘Party’. Means all the functional, technical, operational, performance or other characteristics required of a Product or Service as mentioned in the RFP document or any of the annexure or clarifications to the RFP document.
Personnel/ Specified Personnel	Professional and support staff deployed by the Vendor on the project to meet the requirements of this RFP and assigned to perform the services or any part thereof within the timelines mentioned herein. The details of all such personnel will have to be shared in the Personnel Deployment Plan.
Requirements	The Capability, Characteristic, Attribute or Quality of systems as per the schedules, details, description, and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable, specified and implicitly necessitated as per this RFP.
RFP	This Request for Proposal Ref: LIC/CO/IT-SD/ RFP/RPA/2023-24/01 dated 14.09.2023 , inclusive of any clarifications/corrigenda/addenda to this RFP that may be issued by LIC.
Specifications	Means all the functional, technical, operational, performance or other characteristics required of a Product or Service as mentioned in the RFP document or any of the annexure or clarifications to the RFP document.
Timelines	Wherever Timelines have been defined as days, weeks, months; they will mean calendar days, calendar weeks and calendar months.
Vendor	Selected/ Successful Bidder as an outcome of the RFP with whom LIC signs the Contract.



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

1.2 Abbreviations

Abbreviations	Description	Abbreviations	Description
AI	Artificial Intelligence	ML	Machine Learning
AMC	Annual Maintenance Contract	PAN	Permanent Account Number
ATS	Annual Technical Support	PBG	Performance Bank Guarantee
BG	Bank Guarantee	PO	Purchase Order
CO	Central Office, LIC	POC	Proof Of Concept
ED(IT/SD)	Executive Director(IT/SD)	RFP	Request for Proposal
EMD	Earnest Money Deposit	RHEL	Red Hat Enterprise Linux
GST	Goods and Services Tax	RPA	Robotic Process Automation
MSA	Master Service Agreement with Successful Bidder	SI	System Integrator
NDA	Non-Disclosure Agreement	SLA	Service Level Agreement
NPV	Net Present Value	TCO	Total Cost of Ownership
OEM	Original Equipment Manufacturer	UAT	User Acceptance Testing
OS	Operating System	UTR	Unique Transaction Reference

Disclaimer

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.

2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.

4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

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

2. REQUEST FOR PROPOSAL

2.1. Invitation to Bid (E-Tender)

The Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (31 of 1956) and having its Central Office at "Yogakshema", Jeevan Bima Marg, Mumbai – 400021, hereby invites online responses (hereinafter referred to as "Bids"), to this Request for Proposal ("RFP") Ref: LIC/CO/IT-SD/ RFP/RPA/2023-24/01 dated 14.09.2023 from all eligible bidders to meet the requirements set out in this RFP document. Details of Bid related activities are given in the Activity Schedule.

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 taking into account 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 from 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 himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in his 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. The Bidder should submit the Bid well before the last date to avoid any inconvenience at the last moment.

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.

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

The Indicative Commercial Bids of the eligible bidders will be opened on the notified date, by the Tender Opening Committee of LIC in the virtual presence of the bidders/ representatives who choose to attend. Amendments/corrigendum/Reverse Auction schedule would be hosted on <https://licindia.in/web/guest/tenders> and <https://www.tenderwizard.com/LIC> websites only.

2.2 Overview of RFP

2.2.1. Activity Schedule

#	Activity	Details
1	RFP Reference and Date of posting of tender document on website/ publication of tender	Ref: LIC/CO/IT-SD/ RFP/RPA/2023-24/01 dated 14.09.2023 RFP may be downloaded from LICs website Tenders Section. https://licindia.in/web/guest/tenders or Central Public Procurement Portal (CPPP) at https://eprocure.gov.in/epublish/app or e-Tendering System portal for LIC at https://www.tenderwizard.com/LIC
2	Bid Processing Fee (non-refundable)	INR 11,800/- (Rupees Eleven Thousand Eight Hundred Only) (Rs.10,000 plus 18% GST Rs.1800) inclusive of Taxes. NEFT to LIC Account, to be paid through NEFT/RTGS to Life Insurance Corporation of India Refer: Annexure-12 for LIC Bank Account Details. The bidder must provide the UTR of the deposit along with the bid.
3	Address for submission of Bid	To be submitted online on e-procurement website https://www.tenderwizard.com/LIC
4	Pre Bid meeting (by pre-registration only)	22.09.2023 11.00 a.m. to 1.30 p.m. Pre-bid meeting would be held at the following address and also through Video Conference. Life Insurance Corporation of India, Central Office, Information Technology -SD, 3rd Floor, Conference hall, South Wing - "Jeevan Seva Annexe", S.V. Road, Santa Cruz (W), Mumbai – 400054

		Only 2 representatives of the bidder will be allowed to attend the meeting and the names of the attendees will have to be informed beforehand to the mail id as mentioned “Mail-Id for correspondence”
5	Last date of queries after pre-bid meeting	26.09.2023 upto 5.30 p.m. Pre-bid Queries to be submitted in the format as per Annexure-11 to the mail id as mentioned “Mail-Id for correspondence”
6	Response to Pre Bid queries from LIC	All responses in the form of corrigendum will be uploaded only on LIC’s website https://licindia.in/web/guest/tenders and on e-procurement website https://www.tenderwizard.com/LIC . Bidders should keep checking the website for response, if any.
7	Bid Submission Date and Time	Bid Document Download End Date: 13.10.2023 02:00 PM Bid Submission End Date: 13.10.2023 up to 03.00 PM (Upload of Documents on the e-Tender Platform)
8	Eligibility & Technical Bid opening date/time/ venue	Bid opening Date and time: 13.10.2023 03.30 PM The Eligibility & Technical Bids will be opened by the Tender opening committee of LIC in the virtual presence of the bidders’ representatives who choose to attend. The meeting link would be shared to the bidders who request the same through mail ID as mentioned “Mail-Id for correspondence”.
9	Commercial Bid Opening.	The indicative Commercial Bids of only those bidders who satisfy the Eligibility conditions will be opened on the notified date by the Tender Opening Committee of LIC in the virtual presence of the bidders’ representatives who choose to attend). The meeting link would be shared to the bidders who request the same through mail ID as mentioned “Mail-Id for correspondence”.
10	Mail-Id for correspondence	E-mail ID: efeap.next_rfp@licindia.com
11	LIC’s Official website	https://licindia.in
12	Addendum/ Corrigendum	Any addendum/amendments/corrigendum in respect of above tender shall be issued on following websites: https://licindia.in/web/guest/tenders or Central Public

		ProcurementPortal (CPPP) at https://eprocure.gov.in/epublish/app or e-Tendering System portal for LIC at https://www.tenderwizard.com/LIC only and no separate notifications shall be issued in the press. Bidders are therefore requested to regularly visit above website to keep them updated.
13	EMD (refundable)	By way of BG for Rs. 30,00,000/- (scanned copy of BG to be uploaded with bid documents)

LIC reserves the right to extend the last date for the receipt of RFP Bids. LIC reserves the right to cancel the RFP at any time without penalty and without incurring any financial obligation to the Bidder. Amendments/corrigendum, if any, to this RFP would be hosted on the mentioned website only. Reverse Auction schedule will be notified on LIC website only.

RFP ISSUING AUTHORITY:

Designation and address of the person inviting the proposal

The Executive Director (IT/SD),

LIC of India, Central Office, IT/SD Department,

3rd Floor, Jeevan Seva Annexe Building,

S.V. Road, Santacruz (W), Mumbai – 400 054

Name and contact details of the Contact Persons:

Mr.Gaurav Kohli 022-67090354	Mr. Kulen Kalita 022-67090530/522
--	---

Note:

(i) This is an E – Tender and hence Bids must be submitted “ON LINE”. Tender is to be submitted online through e procurement portal <https://www.tenderwizard.com/LIC>.

(ii) All documents to be scanned and uploaded.

(iii) Only Successful bidder (L1 bidder) will be required to submit the hardcopy (physical submission) of the entire uploaded document on request of LIC. **However the physical copy of BG submitted in lieu of EMD is to be submitted to LIC office immediately after Eligibility bid is opened.**



Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

E-Tendering:

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

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

Office Address:

E-Tender helpdesk: #24, Sudha Complex, 03rd Stage, 04th Block, Basaveshwaranagara,

Bangalore - 560079,

Help Desk Contact Details:

Tel: 080-40482000/121/133/140

Mobile: 9686115304/9686115323

E-mail: sanjay.kc@etenderwizard.com - 9665721619 - (Mumbai)

lokesh.hr@antaressystems.com; raqhuprashanth@antaressystems.com

2.2.2. General Instructions

1. The Bidder may download the RFP documents from the websites mentioned below:
 - a. LIC web site <https://licindia.in/web/guest/tenders>
 - b. e-procurement website <https://www.tenderwizard.com/LIC>
 - c. Central Public Procurement Portal of GOI (<https://eprocure.gov.in/epublish/app>)
2. The information provided in the RFP is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP.
3. The RFP provides an overview of the requirements, bidding procedures and contract terms. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidder must form their own conclusions about the solution keeping in view, LIC's requirements. Information contained in this RFP and corrigenda, if any, should be taken as guidelines for Bidders.
4. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice.
5. LIC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.
6. LIC has used or will use its best judgement and assessment to fairly and reasonably represent the nature and scope of the work in order to submit viable Bids. However, LIC shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any corrigenda, nor of its being comprehensive or exhaustive. Nothing in this RFP or any corrigenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any corrigenda, as applicable.
7. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every aspect will be at the Bidder's risk and may result in rejection of the Bid.
8. In response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.
9. All the terms and conditions and the contents of the RFP along with the Annexure(s), Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.
10. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of LIC. Any notification of preferred Bidder status by LIC shall not give rise to any enforceable rights to the Bidder.

11. This RFP supersedes and replaces any previous public documentation and communications, and Bidders should place no reliance on such communication.

12. Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non-complaint and the Bid may be rejected. Hence, Bidders must:

- a) Include all required Documents, Certificates, etc. specified.
- b) Follow the format provided and respond to each element in the order as set out
- c) Comply with all requirements as set out.

2.2.3. Issue of Corrigendum

- a) LIC will endeavour to provide timely response to all queries in utmost good faith. However, LIC at its discretion may choose not respond to the query which is not under purview of this RFP.
- b) At any time prior to the last date for receipt of Bids, LIC, may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP Document by issuing corrigendum.
- c) Any such corrigendum shall be deemed to be incorporated into this RFP.
- d) In order to allow Bidders a reasonable time to take the amendments if any, into account in preparing their Bids, LIC, at its discretion, may extend the last date for the submission of Bids.
- e) LIC may decide to accept any deviation at its discretion. However, this will be done before opening commercial bids.
- f) If any compliance or clarification sought by LIC is not submitted within 7 business days of being called for, the bids are liable to be rejected.
- g) The points mentioned above are entirely at LIC's discretion and decision of LIC in this matter will be final.
- h) Any change in the timelines as decided by LIC will be posted in LIC website. The Bidders, in their own interest are requested to check the website regularly to know the updates.

2.3 Qualification Criteria

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

2.4 Acceptance of Terms and Conditions

Responding to this RFP and submission of the bid by the Bidder will be deemed as consent of acceptance from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications, appendices, addenda, corrigenda issued, if any, will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure(s), clarifications issued will form the part of the purchase orders/any resulting contracts to be issued to the successful bidder(s) from time to time as an outcome of this RFP Process.

2.5 Cost of Bidding

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

2.6 Relationship between LIC and the bidders

It is clarified that no binding relationship exists between any of the bidders and LIC of India till the execution of a contractual agreement or PO issued by LIC is accepted by the selected bidder(s).

2.7 Information provided in the RFP

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

2.8 Bid Price & EMD

2.8.1 Bid Price

Non-refundable Total Bid Fee of Rs. 11800.00 (Rupees Eleven thousand Eight hundred only) (inclusive of GST) should be directly credited to the designated account. Proof of remittance of Tender Fee in the designated account should be enclosed with the technical bid. The Bids without tender fee will not be considered valid. The details of the account are described in Annexure-12

2.8.2 Earnest Money Deposit (EMD)

Bidders shall submit, along with the Bid, EMD as stated below. The EMD will have to be in the form of unconditional and irrevocable Bank Guarantee (BG) which should be executed by a Nationalized/Scheduled bank as per the format given as per Annexure-21 valid for a period of 6 months from the date of opening of the Eligibility bid. The soft/scanned copy of the BG is to be uploaded online with bid. However, the Bidder is required to submit the physical copy of BG document to LIC after opening of the eligibility bid. The EMD should be submitted as given in Table A below:

Table-A

By way of Bank Guarantee	Rs.30,00,000/- (Rupees thirty lakhs only)
Total EMD Amount	Rs. 30,00,000/- (Rupees thirty lakhs only)

- (i) EMD will be returned to the Selected Vendors after expiry of the BG period.
- (ii) The EMD of those Bidders, who do not qualify, will be returned to them without interest after the procedure for selection of Vendor is completed.
- (iii) LIC will not pay any interest on the EMD for any period in any case.
- (iv) The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if either:
 - a) In the case of a successful Bidder, the bidder qualifies and backs out of the L1 quotes or if the Bidder fails-
 - i) To sign the Contract;
 - ii) To furnish Non-Disclosure Agreement (NDA) as per LIC's format (Annexure-6).
 - iii) To furnish unconditional and irrevocable LIC Guarantee towards the Performance Guarantee as mentioned in this RFP or
 - b) The hard copies of the item specifications (commercial) are not submitted or are not readable is submitted
 - c) The technical or commercial bid format is found to be without password or with different password.
 - d) In case the bidder is found to be indulging in Fraudulent and Corrupt practices as defined in the relevant Clause mentioned in this RFP.

- e) The Bidder withdraws or amends its Bid during the period of Bid validity; or
 - f) 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 Bidder does not respond to requests for clarification of its Proposal.
 - g) Bidder fails to provide required information during the evaluation process or is found to non-responsive.
 - h) In the case of a successful Bidder being identified, the successful Bidder withdraws its offer or if the bidder fails to sign the Contract.
 - i) The soft copies of the item specifications (commercials) are not submitted or not readable.
- (v) 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.
- (vi) 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 bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid. After the process under this RFP is over. The contract between LIC and the Successful Bidder gets executed or the purchase order issued by LIC with respect to this RFP is honoured by the Successful Bidder

2.9 Exemption of Bid fee & EMD:

Micro, Small & Medium Enterprises (MSME) units and MSME Start-ups are exempted from payment of bid fee, provided the Services they are offering, are rendered by them. Bidder should submit valid supporting documents issued by competent Govt. bodies to become eligible for the above exemption. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get bid fee/EMD exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission or/and bid documents submission. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee/EMD. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without bid fees will be summarily rejected and no queries will be entertained. And also such bidders shall submit duly filled Bid Security Declaration form with the bid documents as per Annexure-13 format to get EMD exemption.

2.10 Pre-Bid Meeting & Clarifications

- a) LIC shall hold a pre-bid meeting with the prospective bidders as stated in Activity Schedule. Only 2 representatives maximum per bidder will be allowed to attend the meeting and the names

of the attendees will have to be informed to LIC by the bidder/prospective bidder through the mail id for correspondence as mentioned in the Activity Schedule, one working day in advance. The Bidders will have to ensure that all their queries are submitted in one consolidated mail in a single excel sheet as per the format mentioned in (d) below, latest by the Date & Time mentioned in the Activity Schedule.

- b) Clarifications, if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document, have to be obtained by the bidder latest by the date & time mentioned in the Activity Schedule. Thereafter, no representations/ queries will be entertained in this regard. Later on, if any issue(s) arise(s), LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.
- c) The queries should necessarily be submitted in the following format (**Annexure-11 Pre-Bid Queries**) to the email id efeap.next_rfp@licindia.com. The file size should not exceed 2MB per mail. No other form of communication shall be entertained.
- d) LIC will endeavour to provide timely response to all queries. However, LIC shall not be responsible for ensuring that the Bidders' queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by LIC.
- e) At any time prior to the last date for receipt of bids, LIC may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document by clarifications.
- f) The clarifications will be notified to the Bidders on our website at: <https://licindia.in/web/guest/tenders> and <https://www.tenderwizard.com/LIC> and <https://www.eprocure.gov.in/epublish/app>. These clarifications (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document.
- g) In order to provide prospective bidders reasonable time for taking the clarifications into account, LIC may, at any time prior to the last date of bid submission, extend the date for the submission of Bids.
- h) Requests for clarification on telephone will not be entertained.

2.11 Consortiums or sub-contractor

No consortium or subcontracting bidding is allowed. LIC will not consider joint or collaborative proposals that require a contract with more than one Bidder. Bidder need to fulfil all the eligibility criteria and technical evaluation criteria in their individual capacity unless mentioned otherwise. However, this RFP permits the Bidder to deploy one or more partners with whom its relationship of the bidder pre-exists as on

the date of bid submission subject to submission of Annexure-22 (Letter of Intent to perform as a Partner / Consultant). Nevertheless, for all purposes the Bidder will be overall responsible for performance of the Work as scoped under this RFP.

2.12 Instructions for Bid Submission

This is an E – Tender and hence Bids must be submitted “ONLINE”. Tender is to be submitted online through e procurement portal. No hardcopy of the tender will be accepted.

All documents are to be scanned and uploaded.

Online bids are hereby invited for the works mentioned below through online e-Tendering System portal <https://www.tenderwizard.com/LIC> from the intending bidders. For more details about e-tendering process refer Annexure-23 USER GUIDE FOR BIDDERS ON E-PROCUREMENT PROCESS

Submission must be made as per the provided formats/templates. Any material deviations in the formats/templates may result in the rejection of the Bid.

Bids should be submitted well before the closing time. Submitting the bid online in the last few hours before the bid closing time should be avoided in the bidder's own interest. Neither the Service Provider nor LIC will be responsible for any lapses /failure on the part of the bidder, in such cases.

- a) The bid may be treated as legally void and will be rejected if Bid is not signed by the duly authorized person, Pre-contract Integrity Pact not duly filled and not signed.
- b) All copies of the bid (all documents and Annexures submitted as a part of bid or called for by LIC) must be duly signed/digitally signed on each page and stamped on each page. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for un-amended printed literature.
- c) The bid will be treated as legally void and will be rejected if:
 - Bid is not signed by the duly authorized person; or
 - Bid submitted is unsigned or partially unsigned; or
 - Bid is not signed by authorised signatory on all pages and not stamped; or
 - An image of signature found pasted on pages instead of wet signature
- d) By submitting a signed bid, the bidder's signatory certifies that in connection with this RFP:
 - The bidder's organization or an Authorized agent of the bidder's organization has arrived at the offer and the prices in its bid without consultation, communication or

agreement with any other respondent or with any competitor, with a view to restrict competition.

- The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor.
- e) No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- f) In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of Rs. 10,000/- (Rupees Ten Thousand only) may be charged and recovered from the EMD.
- g) If any compliance or clarification sought by LIC is not submitted within 7 working days of being called for, the bids are liable to be REJECTED. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final and binding.
- h) If LIC is not satisfied with the technical specifications in any RFP response and observes deviations, the technical proposal of such Bidder/s may not be short-listed and the Commercial Proposals of such Bidder/s may not be opened. No further discussions shall be entertained with such Bidders in respect of the subject technical bid. The decision of LIC shall be final and binding in that regard.
- i) The Bidder should certify that the contents of the CD's are the same as that provided by way of hard copy/soft copy submitted. The format of the letter to be submitted is given in Annexure-24. In the event of a discrepancy, the softcopy of bids uploaded online would prevail.
- j) The documents uploaded on e-procurement platform should clearly indicate the details they belong to.
- k) The following naming convention may be followed while submitting the document along with bid
A-<numberofAnnexure>_RFP_RPA _<HeadingofAnnexure>_<Company-Name- Abbreviation> i.e. A-1_RFP_RPA_Pre_Contract_integrity_Pact_<Company-Name-Abbreviation>
- l) Please note that if the envelope/folder containing eligibility/technical bid is found to contain commercial Bid also, then that bid will be rejected outright.
- m) Please Note that Prices must not be indicated in the Eligibility/Technical Bid, failing which the Bid may be rejected.
- n) Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/tender and subsequent modification(s) to this tender, if any.
- o) The Bidders should submit their Bid along with proof of online remittance, other required documents and Certificates as stated in the RFP.
- p) Ordinarily the bid shall contain no overwriting or corrections. **Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them.**

- q) The contents of the Soft copies submitted in the CD and the contents of the soft copies submitted on e-procurement site shall be exactly the same. **If not, the BID MAY BE REJECTED.**
- r) During Technical Bid evaluation, if any deviation is observed, LIC may call for clarifications and may decide to accept any deviation at its discretion and the decision of LIC in this matter will be final. However, this will be done before opening of commercial bids. Technicalities or minor irregularities in bids may be waived if the Evaluation Team determines that it shall be in LIC's best interest.
- s) During scrutiny of technical bid, if any technical specification/s of any item is/ are changed by mutual consent to meet our requirement, all the Bidders will be informed of the same and asked to submit fresh quotation for that/ those item/s if any, in a separate cover duly sealed and super-scribed "REVISED BID for RFP Ref: **LIC/CO/IT-SD/RFP/RPA/2023-24/01, Dated: 14.09.2023.**
- t) **Page numbers on each page of the bid is mandatory**
- u) The hard copies (to be submitted by only successful bidder) of the bid (all documents and Annexures submitted as a part of bid or called for by LIC) must be duly signed/digitally signed on each page and stamped on each page. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for an un-amended printed literature. However the physical copy of BG submitted in lieu of EMD is to be submitted to LIC office immediately after Eligibility bid is opened.

2.13 Documents Required for Online Bid Submission (E-Tender)

Kindly refer to the below checklist points for Online Submission:

Sr. No.	DOCUMENT REFERENCE	DOCUMENT TITLE (Duly Filled and Signed by Authorised Signatory with Supporting Documents)
1	Submission I	Annexure -1 Bid Response Covering Letter on Bidder's Company Letter-head
2	Submission II	Annexure -2 Bidder's Organization Details
3	Submission III	Annexure -3 Applicant's Financials Details
4	Submission IV	Annexure -4 Authorization for signing of all documents related to RFP
5	Submission V	Annexure -5 Project Citation Details
6	Submission VI	Annexure-6 Non-Disclosure Agreement
7	Submission VII	Annexure-7 Pre Contract Integrity Pact
8	Submission VIII	Annexure-8 Eligibility Criteria
9	Submission IX	Annexure-9 Technical Requirements
10	Submission X	Annexure-10 Indicative Commercial Bid without Cost with Technical bid
11	Submission XI	Annexure-13 Bid Securing Declaration Form (for MSMEs)
12	Submission XII	Annexure-14 Self-Declaration Format for Non-Blacklisting / Non-Litigation / Land Border Clause
13	Submission XIII	Annexure-15 UNDERTAKING FOR WARRANTY
14	Submission XIV	Annexure-16 Information Security Certificate
15	Submission XV	Annexure-17 Compliance Statement
16	Submission XVI	Annexure-18 Manufacturer's Authorization Form (MAF)

17	Submission XVII	Annexure-19 NEFT Mandate Form
18	Submission XVIII	Annexure-21 Earnest Money Deposit in the form of Bank Guarantee
19	Submission XIX	Annexure-10 Indicative Commercial Bid with Cost
20	Submission XX	Annexure-22 Letter of Intent to perform as a Partner / Consultant
21	Submission XXI	Bid Processing Fee (Non-refundable) for `11,800/- inclusive of GST) through NEFT transfer to LIC account details , UTR to be submitted.
22	Submission XXII	Annexure-24 Declaration by Bidder
23	Submission XXIII	Annexure-25 Hardware Sizing For RPA Solution
24	Submission XXIV	Annexure-26 TECHNICAL BID EVALUATION MATRIX

2.13.1 Eligibility Bid Submission

The below is given check list of documents to be uploaded online as part of Eligibility Bid.

Sr. No.	DOCUMENT REFERENCE	DOCUMENT TITLE (Duly Filled and Signed by Authorised Signatory with Supporting Documents)
1	Submission I	Annexure -1 Bid Response Covering Letter on Bidder's Company Letter-head
2	Submission II	Annexure -2 Bidder's Organization Details
3	Submission III	Annexure -3 Applicant's Financials Details
4	Submission IV	Annexure -4 Authorization for signing of all documents related to RFP
5	Submission V	Annexure -5 Project Citation Details
6	Submission VI	Annexure-6 Non-Disclosure Agreement
7	Submission VII	Annexure-7 Pre Contract Integrity Pact

8	Submission VIII	Annexure-8 Eligibility Criteria duly filled and Signed
9	Submission XI	Annexure-13 Bid Securing Declaration Form
10	Submission X	Annexure-14 Self-Declaration Format for Non-Blacklisting / Non-Litigation / Land Border Clause
11	Submission XI	Annexure-17 Compliance Statement
12	Submission XII	Annexure-19 NEFT Mandate Form
13	Submission XIII	Annexure-21 Earnest Money Deposit in the form of Bank Guarantee (scanned copy of BG)
14	Submission XIV	Annexure-22 Letter of Intent to perform as a Partner / Consultant
15	Submission XV	Bid Processing Fee (Non-refundable) for `11,800/- inclusive of GST) through NEFT transfer to LIC account details , UTR to be submitted.
16	Submission XVI	Annexure-24 Declaration by the Bidder

2.13.2 Technical Bid Submission

The below is given check list of documents to be uploaded online as part of Technical Bid.

Sr. No.	DOCUMENT REFERENCE	DOCUMENT TITLE (Duly Filled and Signed by Authorised Signatory with Supporting Documents)
1	Submission I	Annexure-9 Technical Specifications along with relevant brochures, certifications, undertakings, declarations
2	Submission II	Annexure-10 Indicative Commercial Bid without Price
3	Submission III	Annexure-15 UNDERTAKING FOR WARRANTY
4	Submission IV	Annexure-16 Information Security Certificate
5	Submission V	Annexure-18 Manufacturer's Authorization Form (MAF)

6	Submission VI	Annexure-25 Hardware Sizing For RPA Solution
7	Submission VII	Annexure-26 TECHNICAL BID EVALUATION MATRIX
8	Submission VIII	Annexure-27 Format for References (Against Annexure-26)

2.13.3 Indicative commercial Bid Submission

The Indicative commercial bid should be submitted as per Annexure – 10. The bidder is required to quote the rates for Part-I, Part-II, Part-III and Rate-Card. The Indicative commercial Annexure – 10 is to be uploaded online as part of indicative commercial bid.

2.14 Procedure for opening of the bids

Bids received within the specified closing date and time in the Activity Schedule will be opened on the specified date, time and venue as given in the Activity Schedule.

- a) Initially the Pre-contract Integrity Pact, Eligibility criteria related documents and technical bids of the bidders shall be opened for evaluation of eligibility criteria and conformity with technical requirements as stated in the activity schedule
- b) On completion of the Eligibility and Technical Bids evaluation, the list of qualified bidders and the date and time of opening of their Final commercial bids online will be notified on LIC website <https://licindia.in/web/guest/tenders> and <https://www.tenderwizard.com/LIC> and <https://www.eprocure.gov.in/epublish/app>
- c) The Indicative commercial bids of qualified bidders will be opened by the Tender Opening Committee of LIC online after intimating the bidders/authorized persons of the bidders.

2.14.1 Clarification sought by LIC on Bids

During bid process or bid evaluation if any deviation is observed, LIC may call for clarifications from the bidders and may decide to accept any deviation, at its discretion and the decision of LIC in these matters will be final. However, this will be done before opening of commercial bids. Technicalities or minor irregularities in bids may be waived if the evaluation Team determines that it shall be in LIC's best

interests. This process will be totally online and communications to and from bidders will be only through the email-id - efeap.next_rfp@licindia.com.

2.14.2 Modification and Withdrawal of the Bids

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

2.14.3 Compliant Bids / Completeness of Response

- a) The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.
- b) Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexure and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- c) Failure to comply with the requirements as set out within the RFP and failure to submit the bids detailed in the RFP may render the bid non-compliant and the Bid may be rejected.
- d) Bid with insufficient information to permit a thorough analysis may be rejected.
- e) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f) Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid, in, the best interests of LIC.
- g) Rejection of non-compliant bid:
 - LIC reserves the right to reject any or all bids on the basis of any deviation(s).
 - Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.
- h) If a bid is not responsive and not fulfilling all the conditions of the RFP, it will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

2.15 Bid Validity Period

Bids shall remain valid for 180 days from the date of opening of Bids as prescribed by LIC, in the Activity Schedule., in the Activity Schedule. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period.

In exceptional circumstances, LIC may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing and the validity period will be suitably extended by the bidder. A Bidder may refuse the request unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

2.16 Late Bids

Bids submitted 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.

2.17 Evaluation Process

The evaluation will be a two-stage process:-

- Stage 1 – Eligibility Criteria & Technical Proposal Evaluation/POC
- Stage 2 – Commercial Evaluation & ORA

The evaluation of the various proposals will be undertaken to enable LIC to identify the best vendor for the Implementation of Robotic Process Automation Solution.

The evaluation will be based on:

1. Ability to meet detailed Functional Requirements.
2. Ability to meet detailed Non-Functional Requirements.
3. Ability to meet detailed Technical Requirements.
4. Implementation Capabilities.
5. Support capabilities.
6. Business Case and Total Cost.

The eligibility and the evaluation criteria are to be fulfilled by the Bidder/System Integrator in their individual capacity except for those criteria where stated otherwise

2.18 Stage 1 -Eligibility Criteria and Technical Bid Evaluation/POC

The Bidder needs to comply with all the Eligibility Criteria and Technical Requirements Specifications of this RFP. Non-compliance to any of the Eligibility Criteria and Technical Requirements Specifications of this RFP would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for Eligibility Criteria and Technical Requirements Specifications of this RFP. The proof provided has to be in line with the details mentioned in Annexure-8 Eligibility Criteria and Annexure-9 Technical Requirements. Any credential detail mentioned in Annexure-8 Eligibility Criteria & Annexure-9 – Technical Requirements and not accompanied by relevant proof / documents to the satisfaction of LIC may not be considered for evaluation. LIC may require the bidder to submit confirmations/clarifications on their submission.

All credential letters should be appropriately bound, labelled and segregated in the respective areas. The Bidder needs to provide minimum number of credentials mentioned in RFP. There is no restriction on the number of credentials a Bidder can provide. The documentation furnished by the bidder will be examined prima facie to see if the technical skill-base and financial capacity and other bidder attributes claimed therein are consistent with the requirements of this project and meet the eligibility (pre-qualification) criteria and technical requirements as specified in this RFP.

The evaluation committee may at any stage ask bidder(s) for additional information, visit to bidders site and/or arrange discussions with their professional, technical faculties, clients to verify the claims made in bid documentation.

Proposals not complying with the requirements of the eligibility criteria will not be processed further for Technical Evaluation.

The decision of LIC would be final and binding on all the Bidders to this document. LIC may acceptor reject an offer without assigning any reason whatsoever.

2.18.1 Pre-Qualification/Eligibility Criteria

Eligibility criteria evaluation will be based on submission of Annexure-8 Eligibility Criteria by the bidder and the documentary evidences provided in support of the same. The proposals complying with the Eligibility Criteria as per Annexure-8 Eligibility Criteria shall be considered for Technical Bid Evaluation.

2.18.2 Technical Bid Evaluation

- a) The Bidder needs to comply with all the technical specifications mentioned to be evaluated in their individual capacity unless stated otherwise. Non-compliance to any of the technical specification **(Annexure-9)** will result in rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for technical evaluation. Any detail not accompanied by relevant proof / documents to the satisfaction of LIC may not be considered. LIC may require the bidder to submit confirmations/clarifications/demonstration on their submission
- b) At the sole discretion and determination of LIC, LIC may add any other relevant criteria for evaluating the proposals received in response to this RFP. Such modifications shall be declared well in advance.
- c) Bidder may be called to give a presentation and demonstration to the Evaluation Committee. Demonstration may involve representative use case scenarios demo on the proposed platform etc.
- d) Technical Bid Evaluation will be based on:
 - Submission of Technical Annexure **(Annexure-9)** by the bidder;
 - Documentary evidence submitted by the bidder;
 - Clarifications obtained from the bidder;
 - References checked by LIC;
 - References to the analysts' reports, benchmarks;
 - Presentation by the bidder before the evaluation committee; and demonstration by the bidder before the evaluation committee.
 - The bidders need to make presentation of the technical proposals to evaluate its suitability for the assignment and a copy of presentation need to be submitted to LIC which will form an integral part of the RFP.
- e) The bidders who have been shortlisted after eligibility evaluation will be technically evaluated as per the Technical Evaluation Matrix (Annexure-26).
- f) In case the number of qualifying bidders is more than 10 then only top 10 bidders based on their technical score will be shortlisted for the POC stage.
- g) A Committee of officials from LIC may also carry out Reference Site Visits and/or Telephonic Interviews with the existing customers of the bidder as provided in Annexure-5. The inputs that have been received from the Customer will be considered by LIC and this may not need any documentary evidence.
- h) Only those bids eligible as per 2.18.2 shall participate for the POC mentioned in 2.18.3
- i) The decision of LIC in the evaluation of responses to the Request for Proposal shall be final.

- j) The Evaluation Committee reserves the right to reject any or all proposals.
- k) To assist in Technical evaluation, LIC reserves the right to call for any clarification from any/all bidders during the evaluation of bids. Such clarification, should be submitted only in writing. However no other correspondence on bids will be entertained

2.18.3 Proof of Concept

- a) Each qualified bidder, based on the 2.18.1 and 2.18.2 results may be required to demonstrate the POC.
- b) The POC should be done using the proposed software/solution and should provide the functionalities listed in RFP.
- c) POC is defined as demonstration of capabilities to prove the scope of work as envisioned by LIC.
- d) The Bidder shall bear all the cost associated with demonstrating the POC and the Bidder would be responsible for making the demonstration within the timeline.
- e) The POC needs to be conducted in LIC's/Bidder premises as decided by LIC. LIC will inform the bidder in advance about the place where the POC would be conducted. The Bidder shall be responsible for the required infrastructure in case POC is conducted at bidder's premises.
- f) LIC reserves the right to decide on the POC requirement, scope and the scale of POC, duration of POC and in this regard the decision of LIC will be final.
- g) LIC Authorized officials shall witness the POC results.
- h) POC results should be successful for all the functionalities as per the POC criteria which will be shared later.

2.19 Short Listing

All the bidders who qualify as per the Eligibility Criteria and Technical bid evaluation/POC will qualify for the commercial evaluation stage.

In the event only one Bidder qualifies, LIC retains the right to decide upon the final approach to be taken for Bidder short listing and the same may be different from the ones stated above. The decision of LIC shall be final and binding in that regard. Any such modified approach shall be declared well in advance.

2.20 Stage 2 – Commercial Bid Evaluation Process

2.20.1 Commercial Bid Evaluation Process

- A) The Commercial Bids (indicative) is to be uploaded on the online platform along with the eligibility and technical bid.
- B) The Bidder has to specify both in figures & words for all prices quoted in Commercial Bid (indicative). The bidder should quote the prices for all the items as per Annexure -10 Indicative Commercial Bid Template. The commercial Bid details will need to be provided for all requirements of LIC to arrive at TCO (Total Cost of ownership) of the solution.
- C) Only those Bidders who qualify in Eligibility and Technical evaluation/POC would be shortlisted for commercial evaluation via Reverse Auction conducted by LIC's Authorized e-Procurement service provider. The Commercial bids (indicative price) of technically short listed bidders will be opened by the Tender Opening Committee in the presence of bidders/ their authorized representatives who choose to attend. Thereafter, these bidders need to participate in online reverse auction for which web-based e-tender platform will be made available by LIC.
- D) **NPV Rule:** While evaluating the tenders covering a longer period (i.e. more than one year), the quoted prices pertaining to future years are to be discounted to the net present value (NPV) as appropriate for comparing the tenders on equitable basis.

The Net Present Value of the proposal is equal to the sum of the present values of all the cash flows associated with it. NPV is to be calculated on the annual cash outflows.

Discounting rate to be used: 10%

Standard software for example "Excel" can be used for the NPV computation. Bidders must ensure the accuracy of the computation at their end for the calculations.

The total Bid Price for this clause will be all inclusive bid prices at Net Present Value (NPV) exclusive of all applicable taxes such as GST and any other applicable taxes etc.

- E) No price variation/adjustment or any other escalation will be entertained after the closing of Bids.
- F) Any material deviation to the terms and conditions of the RFP document, to the scope of work and deliverables, SLAs will not be accepted. Proposals with such deviations may be rejected. LIC may provide the bidder an opportunity to unconditionally withdraw conditions, assumptions, deviations if it is in the interest of LIC.

2.20.2 Online Reverse Auction:

After the opening of Indicative Commercial bids of technically qualified bidders, Online Reverse Auction will be held. The Final evaluation of the Bidder will be based on Online Reverse Auction. The online reverse auction will be conducted by LIC or a company who have been authorized in this regard by LIC. Reverse auction guidelines will be communicated to all short-listed bidders.

The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Online Reverse Auction.

- A) The Commercial Bids (indicative) of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. Thereafter, the technically qualified bidders are required to participate in online reverse auction for which web-based e-tender platform will be made available by LIC. The date, time, platform and process of online reverse auction will be communicated to the bidders by LIC.
- B) Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder.
- C) The qualified bidders subject to provisions of Price Variation Factor is required to participate in online reverse auction.
- D) LIC shall conduct the "Online Reverse Auction Process" for the L1 Bid Price determination. During reverse auction, the participating bidders shall input only the total cost that they have to offer. This amount shall be arrived at by the bidders themselves off-line by using the NPV as mentioned in the RFP.
- E) The bidder with lowest commercial bid at the close of online reverse auction will be declared as L1 bidder.
- F) The bidders are expected to broadly maintain the proportion of prices for various line items of Bill of Material, even when the total price has reduced in the auction. Any significant reduction in the cost of Expert Services /Professional Support/Training / OEM Services/Manpower deployment is not desired during reverse auction. LIC may require the bidder to justify and maintain reasonableness of cost of such items. LIC's decision in this matter shall be final and binding.
- G) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered
- H) Any conditional bid would be rejected.

- I) Based on the Total Cost of Ownership (TCO) declared by the Bidders during the Reverse Auction, the Bidders will be categorized as L1, L2, L3 etc. (In the ascending order, i.e. L1 being the Bidder with the lowest TCO, followed by L2 with the next lowest score and so on.)
- J) The bidder with the L1 Quote, post the Online Reverse Auction and Commercial evaluation will be declared L1 Bidder. However, if the prices discovered as a part of the Online Reverse Auction are felt to be unrealistic for the products offered or beyond LICs budget estimates, to give a fair chance to the bidder, LIC shall call the bidder along with the OEM for a price negotiation. Post this only, the commercial bid process will be termed as complete.
- K) The successful bidder is required to provide price breakup in a prescribed format within 48 hours of conclusion of the Online Reverse Auction in the same proportion as indicated in the quoted commercial bid.
- L) The bidder would need to provide all costs in Annexure-10 of Commercial bid details for Part-I, Part-II, Part-III and Rate-Card. The cost summary from these will flow into the Summary sheet of Annexure-10 of Commercial bid details
- M) After the close of online reverse auction, the L1 bidder shall provide a commercial breakup of all the line items along with the working sheet to LIC within 3 days (excluding Saturdays, Sundays and Holidays under NI Act. As applicable in Maharashtra), failing which LIC reserves the right to reject the bid and forfeit EMD.
- N) The commercial figure quoted will be an all-inclusive figure inclusive of out of pocket expenses, traveling, boarding, permits, lodging, all taxes, duties, license fees, and Transit Insurance etc. but excluding all applicable taxes such as GST. No such expenses will be reimbursed separately.
- O) The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000as amended from time to time.
- P) In case, only one bidder is technically qualified, no reverse auction will take place. However, LIC reserves the right to negotiate price with the lone bidder. The prices once finalized through onlinereverse auction or negotiation will be termed as the “approved prices”.
- Q) Within 7 days of notification of award from LIC, the Bidder will furnish Performance Bank Guarantee, valid for the entire contract period. After the submission of Performance Bank Guarantee by the successful Bidder, the Bidder will be required to enter into a contract with LIC.
- R) In case the selected bidder fails to submit performance bank guarantee within the time and

manner stipulated, LIC at its discretion may cancel the notification of award placed on the selected bidder without giving any notice whatsoever.

- S) In the event the Bidder has not quoted or has omitted any product or service, then it will be deemed that the Bidder shall provide the same product and/or service at no additional cost to LIC.
- T) At the end of warranty period, the contract may be renegotiated as mutually agreed by both parties. The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.
- U) The selected L1-bidder will have to supply all the line items at approved L1-prices. The approved price for each line of items will be informed to the selected bidder.
- V) If the selected L1-bidder backs out at any stage during the validity period of the RFP then that Bidder shall be debarred for participation in any of the future RFPs floated by LIC. In case of L1-Bidder backing out there should be re-tendering as per extant instructions.
- W) LIC will determine the Start Price and other parameters for the Reverse Auction –
 - i. On its own and / or
 - ii. Evaluating the price band information available in the commercial bids (indicative) of the technically qualified bidders
 - iii. Based on the lowest quote received in the commercial bids (indicative).

In case the successful bidder emerged as L1 after ORA fails to fulfil any of the obligations under the RFP within the timelines defined, LIC reserves the rights to cancel his selection and declare the bidder with rank 2 as L1 bidder.

The final outcome of the bidding process will be published on LIC website.

2.21 Normalization of Bids:

1. LIC may, at its sole discretion, decide to seek more information from the Bidders in order to normalize the Bids. However, Bidders will be notified separately, if such normalization exercise is resorted to.
2. Normalization will be done to the extent possible and feasible to ensure that Bidders are meeting the requirements of the RFP to the extent possible and that the interest of LIC is

protected. LIC reserves the right to normalize any or all of the bids. If such normalization has a bearing on the price, LIC may at its discretion ask the bidders eligible for evaluation to submit the technical and the commercial bids once again for scrutiny.

3. The submissions can be requested by LIC in the following two manners:
 - a) Incremental technical bid and/or incremental price submissions in part of the requested clarifications by LIC (or)
 - b) Revised technical and/or price submissions of the part or whole Bid
 - i. The process of normalization may be iterative till such time LIC is satisfied with the response of the Bidders.
 - ii. Post the normalization process in case any Bidder has not quoted for any of the components, the response would be deemed to conclude that the unquoted components required for meeting the functional requirements including the service levels specified in this RFP have been included in the total fixed cost in the Annexure-10 - the Commercial Bid.
4. The Bidder by participating in this tender agrees to the normalization process being followed and adopted by LIC and has no reservation on the process adopted. In the event the Bidder has any query on the normalization process the same may be raised by the Bidder as part of the pre-bid queries.
5. This clause is applicable for only those items where the Bidder has quoted inadequately in terms of quantity or description or sizing, in such cases the bidder will provide the additional quantities at the same rates quoted in the price Bid.
6. This clause is not applicable for items where the Bidder has missed out quantities or scope items, in such cases the bidder will have to make good such items or scope at no additional cost to LIC.
7. LIC can repeat this normalization process at every stage of bid submission till LIC is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will by responding to this RFP agree to participate in the normalization process and extend their co-operation to LIC during this process.
8. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

2.22 Selection of Bidder

2.22.1 Award Criteria

- a) Of all the bidders, who have qualified on eligibility criteria and subsequently on technical criteria, the bidder with the lowest quote (L1) via Online Reverse Auction will become the successful bidder.
- b) The Bidder with the lowest quote via Online Reverse Auction shall be selected as the L1 and shall be called for further process leading to the award of the assignment.
- c) In case the L1 fails to sign the agreement then LIC reserves the right to roll out the offer to the L2 and subsequent Bidders in the order of sequence at L1 Price.
- d) LIC reserves the right to empanel other technically qualified Bidders at L1 Rate. However, the preference would be given to the L1 Bidder.

2.23 Request to extend validity period and EMD by LIC

In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid and EMD.

2.24 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

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

2.25 Notification Criteria

LIC will award contract to the Successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose bid has been determined to be responsive, and is the lowest price bid at the end of online reverse auction.

2.25.1 Notification of Award

After Online Reverse Auction, LIC will notify the successful bidder in writing, that its proposal has been accepted and send the Bidder the Contract Form incorporating all terms and conditions between the two parties. The Bidder, in turn, has to confirm the acceptance for the Offer made by LIC through mail or registered letter. LIC's decision in this matter will be final and binding.

2.25.2 Signing of Contract

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

The successful bidder shall be required to enter into a contract/SLA with LIC incorporating all clauses of RFP, all clarifications and the response to the RFP of the successful bidder, within 15 days of the award of the tender or within such extended period as may be decided by LIC as per the terms and conditions of the RFP on a Rs.500/- non-judicial stamp-paper along with the letter of acceptance, NDA, BG and other terms and conditions as may be determined by LIC to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The notified Bidder who submits Performance Bank Guarantee as above will enter into the contract for the execution of this project with LIC as per the terms and conditions of this RFP.

Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

The contract/agreement will be based on bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases and milestones and schedule, copies of all necessary documents, licenses, certifications etc. The modifications to the SLA will be mutually agreed and will be accommodated in the form of addendum/schedules to the SLA since procedural aspects, services etc. will be continuously evolving. On behalf of LIC, SLA will be signed by the Officials of Central Office, IT/SD department Mumbai. No other contract will be required to be signed by any of other LIC-offices. LIC reserve the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

LIC reserves the right to incorporate standard contract provisions into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the Bidder, but may not substantially alter the requirements of this RFP. Further, the successful Vendor is to be aware that all material submitted in response to this RFP, as well as the RFP itself, will form a part the final contract. The selected Vendor(s) will sign a contract with LIC to provide the items named in their responses, at the prices listed. The Contract will be subject to review throughout its term. LIC will consider cancellation of contract upon discovery that the selected Vendor is in violation of any

portion of the Contract, including an inability by the Vendor to provide the products, support and/or service promised in their response.

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

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

2.26 Pricing and Taxes

- i Prices shall be exclusive of all applicable taxes.
- ii. Vendor will be entirely responsible for upfront payment of all applicable taxes, duties, license fees, road permits, and transit insurance etc., except GST incurred in connection with the delivery of products at the site.
- iii. GST shall be mentioned in the Invoices and payments will be made as per invoices submitted and shall be reimbursed as per actual on production of the Invoice proof of having paid the said taxes on behalf of LIC.
- iv. The Vendor should not, under any circumstances, request for an increase in the prices once the prices are approved by LIC. No price variation relating to dollar escalation or increase in Government levies/ taxes/cess/customs duty/excise duty including any newly introduced taxes shall be permitted.
- v. No request for change in the approved rates will be considered. The decision of LIC in this matter will be final.
- vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto

2.27 Issue of Purchase Order

- a) Post submission of Performance Guarantee by the successful bidder(s), Life Insurance Corporation of India will issue a purchase order in favour of successful bidder(s), incorporating references to this RFP, corrigendum, all clauses, pre-bid clarifications and the proposal of the bidder.
- b) The Vendor should point out any discrepancy/ deficiency in the electronically generated Purchase orders within five working days of the receipt of Purchase Order by email. Subject to this, the date on which the required information/ correction in the Purchase order is intimated to the Vendor, through mail would be deemed to be the date of acceptance of the Purchase order for the purpose of calculating the delivery period and penalty. The signed hardcopy of the Purchase Order will also be issued by the respective LIC Office and the same has to be acknowledged by the Vendor. The date of the Purchase Order will be the date on which the Purchase Order is generated through the PO Module and sent to the Vendor. LIC will not be responsible for non-receipt of the PO due to any mail server/ firewall etc., issues at the Vendor's end.

2.28 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/Vendor to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

2.29 Non-Disclosure Agreement (NDA)

The bidder shall submit, a duly notarized Non-Disclosure agreement on a stamp paper of Rs.500/- (Rupees five hundred only) or franked as per the format given in Annexure – 6 and duly **notarized**.

2.30 Undertaking for Warranty, AMC, ATS and Quality Assurance

The Bidder should submit an undertaking/ declaration on Company letterhead as per format given in Annexure-15 duly signed by the Authorized Signatory.

The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirement (i.e. time required for Bidder's Maintenance Engineer to report at the installation site after a request call/Complaint Management System registration etc.) shall not exceed the duration as specified in the RFP Document.

Following services as part of the warranty and AMC/ATS period and shall be provided by the selected bidder service solution provider:

1. All professional services necessary to successfully implement the proposed RPA Solution will be part of the RFP/contract. These services include but are not limited to Project Management, Training, Deployment methodologies etc.
2. The bidder should submit as part of technical Bid an overview of Project Management approach of the proposed product.
3. Bidders should ensure that their key personnel with relevant skill-sets are made available to LIC.
4. Bidder should ensure that the quality of methodologies for delivering the services adhere to quality standards/timelines stipulated therefore.
5. Bidder shall be willing to transfer skills to relevant personnel from LIC and the bidder providing the customization services for software to LIC, by means of training and documentation.
6. Bidder shall provide and implement patches/ upgrades/ updates for the solution as and when released by them/OEM or as per requirements of LIC. Bidder should bring to notice of LIC all releases/version changes.
7. Bidder shall obtain a written permission from LIC before applying any of the patches/ Up-grades/ Updates. Bidder has to support older versions of the Solution. In case LIC chooses not to upgrade to the latest version.
8. Bidder shall provide maintenance support for Solution over the entire period of contract as per the terms and conditions specified in the RFP.
9. All product updates, upgrades and Patches should comply with observations of IS Audit, IRDA Audit, CA, VA&PT etc and the same should be provided by the Bidder/Vendor at no extra cost during warranty and AMC/ATS period.
10. Findings of vulnerability assessment/penetration test of security/performance and also findings of audit observations whenever intimated by LIC in writing or through email, should be attended/resolved by the bidder.
11. Bidder shall provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided by the bidder to LIC.

12. The Bidder shall keep LIC explicitly informed at least one year prior to the end of support dates on related products and should ensure support during warranty and AMC/ATS.

Warranty and Annual Maintenance Contract/Annual Technical Service:

1. During the warranty and AMC/ATS period , the Bidder will have to undertake comprehensive support of the RPA Solution supplied by the Bidder and all new versions, releases and updates for all standard software to be supplied to LIC at no additional cost. During the support period, the Bidder shall maintain the RPA Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labor, spares, maintenance(preventive and corrective), compliance of security requirements and transport charges from and to the Site(s) in connection with the repair/replacement of the RPA Solution, which, under normal and proper use and maintenance thereof, proves defective in de-sign, material or workmanship or fails to conform to the specifications, as specified.
2. During the support period(warranty and AMC, if desired), the Bidder shall ensure that the services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the RPA Solution and its components as per LIC's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of LIC, fine tuning, system monitoring, log maintenance, etc. In case of failure of RPA Solution, the Bidder shall ensure that RPA Solutions are made operational to the full satisfaction of LIC within the given timelines.
3. Warranty/AMC (if opted) for the system software/ off-the shelf software will be provided to LIC as per the general conditions of sale of such software.
4. Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back to back support from the OEM/Vendor. The vendor will warrant products against defects arising out of faulty design etc. during the specified support period.
5. Prompt support shall be made available as desired in the RFP during the support period at the locations as and when required by LIC.
6. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
 - a. Diagnostics for identification of system failures
 - b. Protection of Data/Configuration
 - c. Recovery/restart facility
 - d. Backup of system software/configuration
7. The Bidder shall be agreeable for on-call/on-site support during peak weeks and at the time of switching over from Production to DR and vice-versa. No extra charge shall be paid by LIC for such needs, if any, during the support period.

8. Updated escalation matrix shall be made available to LIC once in each quarter and each time the matrix gets changed.

2.31 Language of Bid

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

2.32 Bid Currencies

Prices for all the components shall be quoted in Indian Rupees (INR). Bids in currencies other than INR will not be considered.

2.33 Arithmetical errors

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

2.34 LIC's right to vary requirement during the term of the contract.

LIC reserves the right at the time of award of contract and during the term of the contract to vary the quantity of services specified in the RFP without any change in unit prices or other terms and conditions.

2.35 Contacting LIC

No Bidder shall contact LIC or its employees, through any means of communications on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of LIC, it should do so through designated email-id as given in the Activity Schedule. Any effort by a Bidder to influence LIC in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bid.

2.36 Right to terminate the Process

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

- 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. Decision of LIC will be final in this matter.
- e) In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP 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.
- f) The terminated vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for continuity of the project during the period of transition. This period of transition shall not exceed six months from the effective date of termination.
- g) Nothing herein shall restrict the right of LIC to take actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise.
- h) 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.

2.37 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 and/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.

2.38 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics at all times (pre and post the RFP process). Notwithstanding anything to the contrary contained in this RFP, the Life Insurance Corporation of India 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 Selection Process. In such an event, the Life Insurance Corporation of India shall, without prejudice to its any other rights or remedies, forfeit and appropriate the PBG and bidder will be disqualified as per annexure-20, as the case may be, as genuine pre-estimated compensation and damages payable to the Life Insurance Corporation of India for, inter alia, time, cost and effort of the Life Insurance Corporation of India, in regard to this RFP, including consideration and evaluation of such bidder's Proposal.

Without prejudice to the rights of LIC under Clause above and the rights and remedies which LIC may have under the Letter of Notification of Award or the Agreement, if the bidder, as the case may be, is found by LIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Letter of Notification of Award or the execution of the Agreement, such Bidder shall not be eligible to participate in any IT related tenders or RFP issued by LIC for a period of 3 years from the date of such finding, as the case may be.

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

- a) “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 the Life Insurance Corporation of India who is or has been associated in any manner, directly or indirectly with the Selection Process 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 the Life Insurance Corporation of India, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the 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 the Life Insurance Corporation of India in relation to any matter concerning the Project;
- b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of Incomplete facts, in order to influence the Selection Process;
- c) “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;
- d) “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; or (ii) having a conflict of Interest; and
- e) “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.

2.39 Disputes

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

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

Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void

In the event of any dispute or disagreement over the interpretation of any of the terms herein above, clarifications, Annexure(s), etc. contained or claim of liability the same will be referred in writing to an arbitrator appointed by mutual consent of both the parties, whose decision shall be final and binding upon both the parties subject to legal remedies available under the law. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliations Act 1996. The venue of arbitration shall be Mumbai. Subject here to the court in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts. No interest will accrue on any amount during the arbitration proceedings. Any legal dispute will come under the sole jurisdiction of Mumbai High Court only.

A party claiming a dispute has arisen, must give the other parties to the dispute notice setting out details of the dispute. The arbitration proceedings shall be conducted in English Language. The parties agree that the award passed by the Arbitrators shall be final and binding upon the parties.

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

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

In the event of any dispute or disagreement over the interpretation of any of the terms herein above, clarification, annexure(s) etc contained or claim of liability the same be refereed in writing to an Arbitrator appointed by mutual consent of both the parties, whose decision shall be find and binding.

2.40 Rights reserved by LIC

LIC reserves the right to accept or reject any quotation in full or part, and to suspend this process and reject all quotations or part at any time prior to the award of contract, without thereby incurring any liability to the affected vendors on the grounds of the purchaser's inaction.

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

LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFP's, at any time prior to award of agreement without assigning any reason what so ever and without thereby incurring any liability to the affected Vendor(s). Reasons for cancellation will be determined by LIC at its sole discretion. LIC also reserves the right to call for open RFPs for Hardware equipment/services/ other requirements, if deemed necessary.

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

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

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

3. Terms and Conditions

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

3.1 Contract Period

Unless terminated in accordance with the terms and conditions of this RFP, the duration of the Contract Period will be Five years between LIC and the selected Bidder. The contract period may be extended for a period agreed upon mutual terms between LIC and the bidder.

3.2 Renegotiation of prices, price validity and Validity of the contract

Initially the contract will be valid for a period of 5 years from the start date of Contract Period.

The prices quoted for RPA Solution as per specifications in this RFP should be valid for 5 years from start date of the contract period.

LIC reserves right to re-negotiate the prices during the contract period and extended period, if there is any change in rates in market.

The revision of charges, in such cases, will be applicable from the next billing cycle, after LIC has given approval for the same.

3.3 Option to extend Contract Period

- i. The Contract Period may be extended by LIC for further period(s), on the terms and conditions mutually agreed by both the parties, by giving 30 days' notice to Bidder(s) in writing.
- ii. Any extension exercised in accordance with the contract takes effect from the end of the then current Contract Period. LIC reserves right to extend the validity of the contract with successful Bidder(s) subject to conditions that,
 - a) Services of the successful Bidder(s) are satisfactory;
 - b) Prices are re-negotiated as per prevailing market conditions.

3.4 Services Location

Bidder(s) should provide the services to any office of LIC at Mumbai or such locations as may be decided by LIC.

3.5 General obligations

The selected Bidder(s) will, at all times:

- i. Act reasonably in performing its obligations;
- ii. Diligently perform its respective obligations; and
- iii. Work together with LIC in a collaborative manner.

3.5.1 Obligations of the selected Bidder(s)

Bidder(s) will supply the Services:

- i. With due skill and care and to the best of 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, best practice and guidelines;
- iii. Using the skilled Personnel;
- iv. In accordance with all applicable Laws;
- v. Bidder(s) will be obliged to work closely with LIC's staff, act within its own authority and abide by directives issued by LIC and undertake implementation activities;
- vi. Bidder(s) 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 Bidders' negligence. Bidder(s) will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated;
- vii. Bidder(s) will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours;
- viii. In accordance with any reasonable directions given by LIC from time to time in relation to the Services;
- ix. 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.

3.5.2 Warranties

- i. Bidder(s) will have to represent and warrant that:
- ii. It has the right to enter into the Contract resulting from this RFP;
- iii. It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
- iv. Its Personnel have the necessary experience, skill, knowledge and competence to perform the

Services;

- v. The Services provided will be complete, accurate and free from material faults; and
- vi. 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.

3.5.3 Access to LIC's premises

LIC will provide the necessary access, to its premises, to the authorized person(s) of Bidder(s) as and when required and is deemed reasonable.

3.5.4 Conduct at LIC's premises

The Selected Bidder(s) 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 Bidder(s) or as might reasonably be inferred from the circumstances.

3.5.5 Assignments

Bidder(s) will not be allowed to assign, in whole or in part, its obligations under the Contract, to any entity without written consent of LIC

3.5.6 Responsibility of the successful bidder

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

3.5.7 Liability of the successful bidder

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

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

3.6 Documentation

3.6.1 Provision of Documentation

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

3.6.2 Documentation requirements

The documentation must at the time of delivery:

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

3.7 Varying the Services

3.7.1. 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 Bidder(s) in writing. If LIC wants to vary the Services:

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

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

3.7.2. Effective date of variation

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

3.7.3. Change Order

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

3.7.4. Change Requests

The following would constitute a Change request:

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

Any changes in the deliverables post approval by LIC.

In such a case, the additional effort estimated by the vendor and its costs would be discussed and finalized in discussions with the vendor. The basis of this cost would be as quoted by the vendor in the Annexure-10 - Indicative Commercial Bid.

It should be understood that payment under this clause will be made only if Change requests are exercised, approved and delivered.

3.7.5. 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 vendors.

Any changes in law, taxes and policies shall be governed through the provision of this RFP.

3.8. Co-operation with Personnel and entities interacting with LIC

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

Fully co-operate with LIC's Personnel and any other entity interacting with LIC; and

Use its best efforts to coordinate its activities so as to support and facilitate, in LIC's best interests, the timely and efficient completion of all work and other activities to be performed for LIC by any person.

3.9. Monitoring progress

3.9.1. Progress meetings

Regular review meeting will be held between vendor 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 implementation phase, monthly during next six months and quarterly thereafter unless any other frequency is agreed to by LIC in writing.

3.9.2. Reporting

The Vendor must provide LIC with reports in accordance with the Scope of Work.

3.10 Performance assessment

3.10.1 Assessment of Services

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

3.10.2 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 Vendor within 7 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' above.

3.10.3 Rectification of non-compliant Services

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

Take all necessary steps to ensure that the Services are promptly corrected;

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

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.

3.11 Personnel

3.11.1 Use of Specified Personnel

Bidder(s) 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; and Ensure that each of the Specified Personnel is aware of and complies with Bidders' obligations in providing the Services.

3.11.2 Availability of personnel

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

- a. If requested by LIC, provide a replacement person of suitable ability and qualifications, having appropriate technical qualifications and experience equivalent to 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.

3.11.3 Replacement of Personnel

LIC may at any time request Bidder(s) to remove from work any of the Specified Personnel. Bidder(s) must promptly arrange for the removal of such Personnel and provide replacement in accordance with the process outlined above in 3.11.2.

3.12 Intellectual Property Rights

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

3.12.1 Products and fixes

All products and related solutions and fixes provided pursuant to this work order shall be licensed according to the terms of license agreement packaged with or otherwise applicable to such product. Bidder would be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or free of charge) and any derivatives of the foregoing which are made available to LIC which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to LIC when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

3.12.2 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 as Auxiliary Material for the purpose of performance of services under this RFP and resulting contract.

3.12.3 Rights in Bidder's Pre-existing IPR

There shall be no assignment or transfer of any Bidder's pre-existing IPRs (including any amendments, modifications or enhancements thereto) pursuant to this Agreement.

3.12.4 LIC ownership of Intellectual Property Rights in Contract Material

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

3.12.5 IPR Warranty

The Vendor will warrant that:

The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and

It has the necessary rights to vest the Intellectual Property Rights and grant LICenses.

3.12.6 Remedy for breach of warranty

If a third party lays a claim for any partial or full ownership of any software or its components supplied by the bidder, which jeopardize, disrupt or endanger LIC's right of uninterrupted use of the software, the bidder

shall at no cost whatsoever to LIC, (i) regularize LICense so that LIC may continue to use the software in accordance with the terms set out in the RFP and any subsequent Agreement, or (ii) modify the software without affecting the performance or functional aspects of the software in any manner, to avoid the infringement claim, or (iii) replace the software with an alternate, non-controversial and non-infringing product, without compromising the quality and functionality of the software to be replaced.

The Vendor will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Vendor's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC.

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

3.12.7 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 Vendor will act expeditiously to extinguish such claim. If the Vendor fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Vendor will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Vendor of such claim, if it is made, without delay as when received.

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

3.13 Moral Rights

3.13.1. Obtaining consents

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

Give, and

Use its best endeavours to ensure that each of the Personnel used by the Vendor 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.

3.13.2. Specified Acts

In this clause, Specified Acts means:

Falsely attributing 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);

Materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;

Reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and

Adding any additional content or information to the Contract Material.

3.14 Indemnity

Subject to sub-clause (b) below, Vendor 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 Vendor's negligence or wilful default in performance or non-performance under the contract. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, trade secret or Indian patents of any third party, Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:

LIC's misuse or modification of the service;

LIC's failure to use corrections or enhancements made available by the Vendor;

LIC's use of the Service in combination with any product or information not owned or developed by Vendor;
or

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, Vendor will at its expense and option either

Procure the right for LIC to continue using it,

Replace it with a non-infringing equivalent,

Modify it to make it non-infringing.

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

The indemnities set out in sub clause (a) above shall be subject to the following conditions:

LIC as promptly as practicable informs the Vendor in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

LIC will, at the cost of the Vendor, give the Vendor 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;

If the Vendor does not assume full control over the defence of a claim as provided in this Article, the Vendor 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 vendor;

LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Vendor;

All settlements of claims subject to indemnification under this Clause will:

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 include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

LIC will account to the Vendor 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;

LIC will take steps that the Vendor may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

in the event that the Vendor is obligated to indemnify LIC pursuant to this clause, the Vendor 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

if a Party makes a claim under the indemnity set out under sub clause (a) 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).

3.15 Liability

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 vendor and used/consumed by LIC, the Supplier/vendor shall not be liable to LIC, whether in contract tort or otherwise, for any indirect or consequential loss or 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/vendor to pay liquidated damages to LIC and the aggregate liability of the Supplier/vendor 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.

3.16 Confidentiality and privacy

3.16.1 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 person not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its proposal.

The vendor including but not limited to its personnel, agents and associates, is bound by the conditions of the Non-Disclosure Agreement submitted by the vendor in response to the RFP as per Annexure-6 - NDA.

During the execution of the project, the vendor will have access to confidential information of LIC such as servers, applications, network design, architecture etc. The vendor shall use the same degree of care to maintain the confidentiality of the information as if the information is its own and shall not disclose information at any point of time to any other person/third party the information so received. The vendor will:

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,

Advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to honour these obligations.

The vendor will treat as confidential all data and information about LIC, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of LIC.

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

3.16.2. Exceptions to obligations

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

- 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 to be disclosed; or
- f) Is in the public domain otherwise than due to a breach of this clause.
- g) Is lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential
- h) Is independently developed by the Recipient without use or reference to such Confidential Information

3.16.3. Obligations on disclosure

Where a party discloses Confidential Information to another person:

Pursuant to clauses a) and b) of above clause "Exceptions to obligations", 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

Pursuant to clauses c) and d) above clause "Exceptions to obligations", the disclosing party must notify the receiving party that the information is Confidential Information.

3.16.4. Additional confidential information

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.

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.

3.16.5. Period of confidentiality

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

Any item of information, for the contract period and one year thereafter; and

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.

3.17 Protection of personal information

3.17.1. Application of the clause

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

3.17.2. Obligations

The Vendor 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.

3.18 Conflict of interest

3.18.1. Warranty that there is no conflict of interest

The Vendor 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 nor is likely to arise in the performance of its obligations under the contract.

A Vendor will not have a conflict of interest that may affect the Services

LIC requires that the Vendor provides professional, objective, and impartial services and at all times hold LIC's interests' paramount, avoids conflicts with other assignments or its own interests, and acts without any consideration for future work. The Vendor 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.

Without limiting the generality of the above, a Vendor shall be deemed to have a Conflict of Interest, if there is a conflict among this and other assignments of the Vendor (including its personnel and other members, if any) and any subsidiaries or entities controlled by the Vendor or having common controlling shareholders. The duties of the Vendor will depend on the circumstances of each case. While providing services to LIC for this particular assignment, the Vendor shall not take up any assignment that by its nature will result in conflict with the present assignment.

3.18.2. Notification of a conflict of interest

The Vendor shall make a disclosure to LIC within 7 (seven) days from the date on which any potential conflict comes to their notice and any breach of this obligation of disclosure shall be construed as Conflict of Interest. LIC shall, upon being notified by the Vendor under this Clause, decide whether it wishes to terminate this Services or otherwise, and convey its decision to the Vendor within a period not exceeding 15 (fifteen) days.

3.19. Security

3.19.1. Compliance with LIC requirements

The Vendor will ensure that its Personnel comply with:

All relevant security and other requirements specified in LIC's Information Security Policy;

Any other security procedures or requirements notified, in writing, by LIC to the Vendor. The Vendor 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.

Any regulatory guidelines about IT security issued by Regulator.

3.19.2. Security clearance

LIC may, from time to time, notify the Vendor of the level of security or access clearance applicable to the Vendor's Personnel, and the date from which, or the period during which, that clearance will be effective and the Vendor must comply with and ensure its Personnel act in accordance with that notice.

Bidder will be responsible for all costs associated with obtaining security clearances.

3.19.3. Removal of LIC Data

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

Remove LIC Data or allow LIC Data to be removed from LIC's premises; or

Take LIC Data or allow LIC Data to be taken outside LIC's premises.

3.20 Books and records

3.20.1. Vendor to keep books and records

The Vendor will:

Keep adequate books and records, in accordance with Indian Accounting Standards, insufficient detail, to enable the amounts payable by LIC under the contract to be determined;

Also maintain and retain books and records as mandated by any other law and the same would be made available to LIC

3.20.2. Costs

The Vendor will bear the costs of complying with the above clause "Vendor to keep books and records".

3.21. Force Majeure or Unforeseen events

3.21.1. Occurrence of unforeseen event

LIC or the vendor 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 Vendor only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organization.

3.21.2. Notice of unforeseen event

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

3.21.3. Termination

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

3.21.4. Consequences of termination

If the Contract is terminated:

Each party will bear its own costs and neither party will incur further liability to the other;

Where the Vendor is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of termination of the contract.

3.22 Dispute Resolution

3.22.1. Reconciliation Process

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

Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

3.22.2. Notification

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

3.22.3. Parties to resolve Dispute

The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties thereof, subject to legal remedies available under the law.

The Arbitration proceedings shall be conducted in English language. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Mumbai only. No interest will accrue on any amount during the arbitration proceedings. Any legal dispute will come under the sole jurisdiction of Mumbai High Court only.

3.22.4. Confidentiality of Dispute and its resolution

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

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

3.22.5. Costs

Each party to a Dispute must pay its own costs of complying with the main clause "Dispute Resolution". The parties to the Dispute must equally pay the costs of the arbitrator.

3.22.6. Termination of process

A party to a Dispute may terminate the dispute resolution process by giving notice to the other party after it has complied with the provision of the clause 'Termination'. Clauses 'Termination for Insolvency' and 'After termination' survive termination of the dispute resolution process.

3.22.7. Breach of this clause

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

3.23 Termination

3.23.1. Right to terminate

If Vendor fails to comply with the clause 'Performance Assessment' 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 by giving the Vendor written notice of 15 days.

3.23.2. Termination and reduction for convenience

LIC may, at any time, by a prior written notice of 30 days, terminate the contract or reduce the scope of the Services.

On receipt of a notice of termination or reduction of scope, the Vendor 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.

If the contract is terminated under the contract, LIC is liable to make payment only for Services rendered before the effective date of termination;

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.

LIC is not liable to pay compensation under clause c) above for an amount which would, in addition to any amounts paid or due, or becoming due, to the Vendor under the contract, exceed the total Service Charges payable under the contract. The Vendor is not entitled to compensation for loss of prospective profits.

The systems that are complete and ready for delivery within 30 days after the Vendor's receipt of notice of termination shall be accepted by LIC at the Contract terms and prices. 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 Vendor an amount mutually agreed for partially completed systems and for materials and parts previously procured by the Vendor.

3.23.3. Termination by LIC for default

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

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

3.23.4. Termination for Insolvency

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

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

3.23.5. After termination

On termination of the contract the Vendor must:

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

3.23.6. Survival

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

- a) Intellectual Property Rights;
- b) Indemnity;
- c) Insurance;
- d) Confidentiality and privacy;
- e) Protection of personal information;
- f) Security;
- g) Audit and access ;and
- h) Knowledge transfer
- i) Warranty

3.23.7. Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared 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 closely 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.

3.23.8. Termination does not affect accrued rights

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

3.23.9. Consequences of Termination of the Selected Bidder

In the event of termination of the selected bidder(vendor) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an

efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach.

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

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

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

3.23.10. Business continuity beyond contract period

At the end of the contract period the vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for business continuity. The vendor will provide an expert facility to obtain the data/knowledge in a usable format. The vendor shall render all reasonable assistance and help LIC and any new service provider engaged by LIC for smooth switch over and continuity of service.

3.23.11. Knowledge transfer

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

Transferring to or providing LIC access to all information stored by whatever means held by the Vendor or under the control of the Vendor in connection with the contract ;and

Making 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 Vendor.

The Parties agree that duration of Knowledge transfer shall in no event exceed 90 days.

3.23.12. Change in Constitution

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

3.23.13. 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.

3.23.14. Service of notices

A Notice must be:

In writing, in English and signed by a person duly authorized person of either party;

And

Hand delivered or sent by prepaid post to the recipient's address for Notices, as varied by any Notice given by the recipient to the sender.

LIC's Address for Project specific Technical notices

Executive Director (IT/SD)

Life Insurance Corporation of India

"Jeevan Seva Annexe", 3rd floor, South wing, IT/SD department,

Opp. Santacruz Bus Depot, S. V. Road, Santacruz (West),

Mumbai – 400054

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.

3.23.15. Effective on receipt

A Notice given in accordance with the contract takes effect when it is acknowledged to be received at the respective addresses mentioned above. The notice will be taken to be received:

If hand delivered, on delivery;

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

3.23.16. 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.

3.24 Miscellaneous

3.24.1. Varying the Contract

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

3.24.2. Approvals and consents

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

3.24.3. 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.

3.24.4. 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.

3.24.5. 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.

3.24.6. Relationship

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 be able to bind or represent the other party.

The contract does not create a relationship of employment, agency or partnership between the parties.

3.24.7. Announcements/ Right to publicity

The Vendor 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.

If the Vendor 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 Vendor must, to the extent practicable, first consult with and take into account the reasonable requirements of LIC.

3.24.8 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

specified in an Item of the Contract Details and hence, any legal dispute will come under the jurisdiction of Mumbai High Court only.

3.25 Performance Bank Guarantee (PBG)

An unconditional and irrevocable Performance Bank Guarantee (from a scheduled/nationalized Bank and having Branches in Mumbai) (as per Annexure-20) to the tune of 10% of the Grand Total Cost/TCO, shall be submitted by the selected Bidder, for the equipment(s) supplied/ Services offered against this RFP. The Performance Bank Guarantee should be valid for the period of 63 months including claim period of three months, from the date of submission and thereafter shall be renewed for AMC/ATS (10% of the AMC/ATS cost) and submitted to LIC every year one month before the expiry of the PBG for the maintenance and support of the supplied Software, till LIC wish to continue the AMC/ATS. The PBG may be required to be submitted in multiple numbers, if required by LIC. In case the Bidder defaults in renewal of PBG as stated above, the PBG or part thereof may be invoked and LIC's decision in this matter will be final.

The Performance Bank Guarantee shall be submitted within 7 days from the date of letter issued for selection as Bidder. Failure to do so may attract a penalty of 5,000/-per day, subject to maximum penalty of 1,50,000/-.The Bank Guarantee should be as per the prescribed format given as Annexure-20 and should be executed by a Nationalized/ Scheduled bank acceptable to LIC and having Branches in Mumbai.

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

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

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

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

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

3.25.1 Submission of PBG

It is mandatory to submit PBG (Performance Bank Guarantee) as per the given format in Annexure-20, after award of contract to the successful bidder. Non submission of PBG by the bidder shall make its BID null and void.

3.26 Inspection and Tests

The inspection of the systems shall be carried out to check whether the solution software is in conformity with the technical specifications and quantity attached to the contract. Bidder(s) will dispatch the systems to the designated office of LIC, after internal inspection and testing.

3.27 System Acceptance & Solution Acceptance

System shall be deemed to have been accepted by LIC, subsequent to its commissioning, when all the activities as defined in the scope of work related to the acceptance of system have been successfully executed and completed and a certificate from the duly authorized official of LIC, in writing, is obtained by Bidder(s). The date of acceptance of system will be the one stated in the Certificate from LIC. The entire System and components deployed should function continuously

without any problem for 30 days as a pre-requisite for the Acceptance Certificate and Go-Live closure signoff by LIC, as required. Acceptance sign-off cannot be by email/fax or from officials not authorized for such purpose.

3.28 IPv6 Compliance

The proposed solution covering all Hardware, Software, Operating System and other related software must be IPv6 compliant and must have capability to secure IPv6 networks and also secure against IPv6 networks. Compliance in this regard should be submitted along with the technical specifications in the technical bid documents. The solution complete in all respects, should be either IPV6 Compliant or should be IPV6 supported.

3.29 Support to be provided by LIC

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

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

3.30 Performance Assessment/Penalties

Implementation/Progress of project shall be assessed on the basis of Section 6 - Project Timelines.

Penalties shall be applicable for non-adherence to the Project Timelines as defined in Section 7- Service Level Agreements.

Bidder will submit project plan and detailed timelines covering all the phases of all activities listed in the RFP to be completed within the mentioned project duration. This project plan and detailed timelines should be submitted along with the consent to the purchase order issued by LIC after finalization of the bidding process.

3.31 Reference Dates

Reference dates for activities etc. shall be as mentioned in respective clauses. If a reference date is not mentioned somewhere in this document, the date of RFP shall be taken as the reference date.

3.32 Undertaking for Restriction on Procurement due to National Security

Bidder has to give undertaking as per 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. The undertaking is to be submitted by the Bidder(s) as per Annexure-14.

3.33 Escrow Mechanism

LIC and the bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the software product supplied/procured by the bidder to LIC in order to protect its interests in an eventual situation. In case of a disagreement between LIC and the Vendor regarding appointment of an escrow agent, LIC shall appoint an escrow agent in its entire discretion which shall be final and binding on the bidder. LIC and the Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the bidder. As a part of the escrow arrangement, the final selected bidder is also expected to provide detailed code documentation

3.34 Exit Management

3.34.1 Purpose

3.34.1.1 This clause sets out the provisions which will apply on expiry or termination of the Contract, the Project Implementation, Operation and Management SLA.

3.34.1.2 In the case of termination of the Project Implementation and/or Operation and Management SLA, the Parties shall agree at that time whether, and if so during what period, the provisions of this clause shall apply.

3.34.1.3 The Parties shall ensure that the parties themselves as well as their respective associated entities carry out their respective obligations set out in this Exit Management clause.

3.34.2 Transfer of Assets

3.34.2.1 LIC shall be entitled to serve notice in writing on Bidder(s) at any time during the exit management period as detailed hereinabove requiring Bidder(s) and/or its sub- contractors to provide LIC with a complete and up to date list of the Assets within 30 days of such notice.

3.34.2.2 In case of contract being terminated by LIC, LIC reserves the right to ask Bidder(s) to continue running the project operations for a period of 6 months after termination orders are issued.

3.34.3 Cooperation and Provision of Information

3.34.3.1 During the exit management period:

i. Bidder(s) will allow LIC or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable LIC to assess the existing services being delivered;

ii. promptly on reasonable request by LIC, Bidder(s) shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by Bidder(s) or sub-contractors appointed by Bidder(s)). LIC shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. Bidder(s) shall permit LIC to have reasonable access to its employees and facilities as reasonably required by LIC to understand the methods of delivery of the services employed by Bidder(s) and to assist appropriate knowledge transfer.

iii . Making 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 Vendor The Parties agree that duration of Knowledge transfer shall in no event exceed 90 days.

3.34.4 Confidential Information, Security and Data

3.34.4.1 Bidder(s) will, promptly on the commencement of the exit management period, supply to LIC or its nominated agency, the following:

i. information relating to the current services rendered and customer and performance data relating to the performance including that of sub-contractors in relation to the services;

ii. documentation relating to the Project's Intellectual Property Rights;

iii. documentation relating to sub-contractors;

iv. all current and updated data as is reasonably required for purposes of LIC transitioning the services to its Replacement Implementation Agency in a format acceptable to LIC or its nominated agency; .

v. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable LIC, or its Replacement Implementation Agency to carry out due diligence in order to transition the provision of the Services to LIC.

3.34.4.2 Before the expiry of the exit management period, Bidder(s) shall deliver to LIC or its nominated agency all new or updated materials from the categories set out in 3.34 above and shall not retain any copies thereof.

3.34.4.3 Before the expiry of the exit management period, unless otherwise provided under the contract, LIC or its nominated agency shall deliver to Bidder(s), all forms of confidential information pertaining to Bidder(s), which is in the possession or control of LIC or its users.

3.34.5 Employees

Promptly on reasonable request at any time during the exit management period, Bidder(s) shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to LIC or its nominated agency, a list of all employees (with job titles) of Bidder(s) dedicated to providing the services at the commencement of the exit management period.

3.34.6 Transfer of Certain Agreements

On request by LIC or its nominated agency, Bidder(s) shall effect such assignments, transfers, licenses and sub-licenses as LIC may require in favor of LIC, or its Replacement Implementation Agency in relation to any equipment lease, maintenance or service provision agreement between Bidder(s) and third party lessors, Bidders, and which are related to the services and reasonably necessary for carrying out of replacement services by LIC or its nominated agency or its Replacement Implementation Agency.

3.34.7 Rights of Access to Premises

3.34.7.1 At any time during the exit management period, Bidder(s) will be obliged to give reasonable rights of access to (or, in the case of located on a third party's premises, procure reasonable rights of access to) LIC or its nominated agency and/or any Replacement Implementation Agency.

3.34.7.2 Bidder(s) shall also give LIC or its nominated agency, or any Replacement Implementation Agency right of reasonable access to the Bidders' premises and shall procure for LIC or its nominated agency and any Replacement Implementation Agency rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the contract as is reasonably necessary to migrate the services to LIC or its nominated agency, or a Replacement Implementation Agency.

3.34.8 General Obligations of Bidder(s)

3.34.8.1 The Selected vendor will, at all times:

- a. Act reasonably in performing its obligations;
- b. Diligently perform its respective obligations; and Work together with LIC in a collaborative manner

3.34.2 Bidder(s) shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to LIC or its nominated agency or its Replacement Implementation Agency, which Bidder(s) has in its possession or control at any time during the exit management period.

3.34.8.3 For the purposes of this, anything in the possession or control of Bidder(s), its associated entity, or sub-contractor is deemed to be in the possession or control of Bidder(s).

3.34.8.4 Bidder(s) shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

3.34.8.5 The Vendor will supply the Services:

- i. With due skill and care and to the best of the Vendor'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 to be provided by the Vendor, 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;

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

3.34.9 Exit Management Plan

3.34.9.1 Bidder(s) shall provide LIC or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

i. A detailed program of the transfer process that could be used in conjunction with a Replacement Implementation Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services, and of the management structure to be used during the transfer;

ii. plans for the communication with such of Bidder(s)'s sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on LIC's operations as a result of undertaking the transfer;

3.34.9.2 (if applicable) proposed arrangements for the segregation of the Bidders' networks from the networks employed by LIC and identification of specific security tasks necessary at termination; Plans for provision of contingent support to LIC, and Replacement Implementation Agency for a reasonable period after transfer. The terms of payment as stated in the Terms of Payment Schedule include the costs of Bidder(s) complying with its obligations under this. In the event of termination or expiry of Contract, and Project Implementation, each Party shall comply with the Exit Management Plan. During the exit management period, Bidder(s) shall use its best efforts to deliver the services. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule. This Exit Management plan shall be furnished in writing to LIC within 90 days from the date of contract.

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

3.35. Project management:

A. Vendor shall nominate a Project Manager to carry out and coordinate the various tasks involved in the project like Project scheduling, tracking, monitoring, identifying risks, reporting to LIC on the overall progress of the project, etc. and will act as the single point of contact. Project Manager should have following profile:

1. 5-6 years of IT experience
2. 2-3 years of Project Management experience
3. 1 year Experience of managing large software solution deployments of similar nature.
4. Experience of handling large teams

B. The responsibilities of Project Manager are as follows (indicative and not exhaustive):

1. Act as a single point of contact for the entire project.

2. Overall monitoring of project.
3. Coordination for Delivery/ Installation of New Software/RPA components within stipulated time frame.
4. On-site Team management.
5. Overall monitoring and management of RPA solution and related services.
6. SLA management and reporting.
7. Scheduling Meeting with LIC officials.
8. Submission of periodical Reviews.
9. Submission of Emergency response procedures.

C. It is mandatory for the concerned Project Manager to have regular structured meetings with LIC.

3.36. Broad Scope of Project Management:

- a) The Vendor shall prepare **Solution Design, Documentation, detailed project implementation plan, test-plan, integration plan and rollback strategy** in consultation with OEM and LIC for successful rollout of the Project. The design should be OEM certified.
- b) The solution should comply with IRDAI's guidelines on Information Security compliance and guidance for the ISMS configuration/Application/IRDA Audit Points (along with its amendments) and standards as modified from time to time as per the details specified in the RFP.
- c) The Vendor shall also undertake to carry out implementation/operationalization including move, add, and delete changes/customization of Licenses/Software updates, releases, Version upgrades. The Vendor should update and maintain all supplied components/software to correctly reflect actual state of the setup at any point in time during the warranty and AMC period.
- d) The Vendor/OEM has to act as technical-advisor to LIC for the new solution/setup by way of evaluation; demonstration, etc. as and when required by LIC, submit findings/reports to LIC and give suggestions/recommendations, whenever required. Necessary resources have to be deployed by Vendor/OEM for technical assistance at no additional cost to LIC.
- e) The Vendor shall provide monitoring, onsite support and maintenance of all the RPS components above hypervisor layer as per the details specified in the RFP.
- f) The Vendor shall co-ordinate and co-operate with the other Teams (viz. Network/Security/ Application/Hardware) of LIC to ensure that the project setup is completed smoothly without any delay and to the satisfaction of LIC. The Vendor shall also deploy requisite software and ensure its successful installation along with the integration of hardware, Network and other systems in a multi-Vendor, inter-operable and cross-platform environment. The Vendor shall be required to undertake to perform tasks, render requisite services and make available resources(ancillary or otherwise) as may be required for the successful completion of the entire assignment at no additional cost and to the satisfaction of LIC.

- g) No extra claim shall be entertained on account of all/part of any job redone on account of Vendor's negligence which results into damages/losses during execution of the job. Also, any component(s) required to deliver the solution after release of Purchase Order shall have to be provided by the Vendor. All such costs shall be borne by the Vendor.
- h) The Vendor has to provide complete escalation matrix which should be updated and sent to LIC as and when there is a change.
- i) A task force/committee of LIC officials will be formed to oversee the smooth implementation of the project.
- j) A Project Manager will be deployed onsite by the Vendor for monitoring, onsite support and maintenance of all the RPA solution to ensure smooth functioning of RPA implementation.

3.37 Payment Terms & Conditions

- 1) No advance payment will be made on awarding the contract
- 2) Penalties, if any, will be deducted before release of the payment from the amount payable against the invoice submitted.
- 3) The Bidder must accept the payment terms proposed by LIC. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by LIC. Any deviation from the proposed payment terms would not be accepted. LIC shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of LIC. If any of the items / activities as mentioned in the price bid is not taken up by LIC during the course of the assignment, LIC will not pay the professional fees quoted by the Bidder in the price bid against such activity / item.
- 4) LIC reserves the right to temporarily withhold payment and impose penalty, if it is not satisfied with progress made during that period or if there is delay in activity timelines.
- 5) The address where invoices are to be submitted will conveyed to successful Bidder(s) after issuance of purchase order.
- 6) Payment related objection must be raised in writing within 30 days from the date of release of payment. No such objection would be entertained beyond that period.
- 7) Product/Software Prices shall be quoted all-inclusive of duties, levies etc. but exclusive of GST and other applicable taxes.
- 8) The quoted price of Product/Software shall be uniformly applicable for delivery/performance to any part of the country and shall be inclusive of all other miscellaneous charges (i.e. including installation charges, any other applicable duties, whether state or central, packing, freight and forwarding, transit insurance, local transportation, manpower/labour charges, incidental charges such as traveling, lodging/boarding etc.)

- 9) It will be the responsibility of the vendor to take care of all the formalities connected with this project (wherever and whatever applicable) as per rules / tax laws / regulations / orders of any government/non- government/ regulatory authority in force etc.
- 10) No request for change in the approved rates will be considered. The decision of LIC in this matter will be final.

Following documents will be required to be submitted for release of payment:

- a) Delivery challan, Installation/commissioning report, SLA reports, etc.
- b) Invoice printed on Vendor's own letterhead (with reference of Purchase order, description of components/services delivered, quantity, unit price, total amount).
- c) Proof of payment of Goods & Services Tax (wherever applicable).
- d) Sign-off from LIC.
- e) No other payment of any kind will be made other than the Contract Value.

3.37.1 Obligation to pay

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

- a. The terms of this clause; and
- b. The deliverables & Services meeting the SLA.

3.37.2 Liquidated Damages

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 Vendor should encounter conditions impeding timely delivery of the systems and/or Services, the Vendor shall promptly notify LIC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, LIC shall evaluate the situation and may, at its discretion, extend the Vendor'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.

There shall be a penalty for non-adherence to the time schedule as per Service Level Agreement. The total penalty will be capped at 20% of the total contract value. Once the maximum deduction is reached, LIC may consider termination of the Agreement.

3.37.3 Incorrect Invoices, under/over Payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or over payment will be recoverable by or from the Vendor, 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 Vendor under the contract.

3.37.4 Due Date for Payment

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

3.37.5 Expenses

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

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

3.37.6 Prices and Taxes

a. Prices

Prices payable to Bidder(s) will be fixed as derived from the Final L1 quote via Online Reverse Auction.

b. Escalation of Costs:

Bidder(s) will in no circumstances be entitled to any escalation of costs for price of any material / items supplied or services tendered under the contract.

b. Taxes and Duties

Bidders will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., incurred until delivery of the contracted services to LIC.

GST will be payable as per applicable rates decided by Govt. of India.

All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

d. Deduction of Taxes at Source

LIC will deduct taxes from the amounts due and payable to Bidder(s), wherever applicable. LIC will provide Bidder(s) with the statement of any taxes deducted by LIC on payments under the contract. Bidder(s) 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 Bidder(s).

4. LIC's IT Landscape:

4.1 Introduction:-

LIC has various Business critical infrastructure and applications in physical/virtual/private cloud environment catering to different requirements of Insurance domain.

Major Applications/Projects are Core Insurance Application (eFeap), Enterprise Document Management System, Enterprise Portal, Message Oriented Middleware, Management Information Systems, Pension and Group Scheme, Investment, Actuarial, Corporate Active Data Warehouse etc. New Applications/Projects are continuously being added by various departments as per requirements.

The applications have varied flavours of Operating System, Application Servers, Programming languages, databases etc and have heterogeneous environments.

Any of the applications/departments mentioned above or any future applications will be able to utilize proposed RPA solution for their functionalities.

The detail of Core Insurance Application is shared in points 4.2 and 4.3. The details of other projects/applications will be shared as and when required.

4.2 Infrastructure Overview Core Insurance Application (eFeap)-

The Infrastructure of LIC IT is segregated and hosted at multiple business locations of LIC across India in private cloud virtualized environment. The Infrastructure is situated at professionally managed Co-located data centers pan India. The underlying infrastructure is Hyper Converged Infrastructure for managing virtualized environment. All the locations are DR ready infrastructure having multiple copies of Data for disaster recovery.

4.3 Core Insurance Application (eFeap)-

LIC is using an in-house Core Insurance solution named "eFeap" for all business functions. eFeap is the in-house monolithic three tier core business web browser based application which caters to operations and services to customers from procurement of New Business to settlement of claims.

The data Tier of application is handled by Enterprise Database Solution (Mysql). App Tier (Business Logic Layer) is handled by Java and Cobol. TIBCO is implemented as messaging solution.

“Audit & Data Vigilance Module” is one of eFeap application’s modules selected for implementation of detection of anomalies as defined in scope of work of RFP section 5.2.1 as Category-1.

5.0 Scope of Work and Deliverables:

5.1 Background and Project Objective

This RFP is for procurement and implementation of Robotic Process Automation (RPA) solution (hereinafter referred to as “RPA”). LIC is looking for an RPA solution with capability to automate end to end processes. Such processes will typically require the bots to access multiple systems, various formats of data like text, images, pdf, workbooks, word, data stored in different databases, read data from screen and system generated dumps in various steps and subsequently fetch, populate and generate data & information based on intermediate responses.

LIC also requires RPA solution with Intelligent Automation and Decision Making Model for detection of anomalies, fraud detection etc. through AI/ML capabilities of RPA solution.

LIC wants the RPA solution implement for the following two categories of the processes-

- 1) **Anomaly detection for Audit & Data Vigilance Module (Identified Process)**
- 2) **Additional Processes (Unidentified Processes)**

5.2 Scope of work

The brief scope of work for both the above categories is defined as below. The general scope of work for these two categories is defined later in RFP section 5.2.3.

5.2.1 **Anomaly detection for Audit & Data Vigilance Module (Identified Process) hereinafter referred as Category-1**

The bidder shall be responsible for -

5.2.1.1 Providing AI/ML enabled decision making solution for anomalies detection. The following processes/functions not limited to may be considered for anomaly detection-

- a) Claims Payments
- b) Loans & Advanced Payments
- c) Commission Payments

- d) Premium Calculation
- e) Bonus Calculation & Bonus Payments
- f) Recovery of Late fee/extra charges/deductions/Interest charges etc. at the time of Payments.
- g) Excess and Wrong Payments
- h) Miscellaneous payments
- i) Any other processes/functions as decided by LIC

The historical data shall be provided by LIC to setup the machine learning model and for training the model.

5.2.1.2 Commissioning, Deploying and Implementing the end to end RPA solution for all the processes mentioned in above section 5.2.1.1 at 4 Primary data centers situated pan India with DR provisioned at 2 DR sites.

5.2.1.3 Deploying on-site team comprising of RPA Business Analyst (with 5 years experience), RPA Developers (with 3 years experience each), RPA Solution Architect (with 5 years experience), Data Scientist (with 3 years experience), Project Manager (minimum 5 years experience in this designation) and other relevant resources for implementation of all the processes mentioned in above section 5.2.1.1.

NOTE – a) Based on the Category-1, bidder needs to quote number of items in Part-II of indicative commercial annexure. Any short fall in components/number of items during project implementation has to be arranged by the bidder at no cost to LIC.

5.2.2 Additional Processes (Unidentified Processes) hereinafter referred as Category-2

5.2.2.1 During the project tenure bidder shall identify, discover, assess processes and suggest the processes which are right candidate for automation. LIC will select additional processes for RPA implementation based on suggestions and recommendations received from bidder. The bidder should implement the solution for such processes on Time and Materials basis.

5.2.2.2 For implementation of Category-2 , the bidder shall be responsible for-

- a) Identification, Discovery and Assessment of Processes of various departments of LIC.
- b) Submitting the identified and assessed processes to LIC for selection for automation and implementation.

- c) Submitting a draft proposal quotation to LIC containing MAN days, timelines, and estimated cost including a detailed plan for implementation for all processes selected by LIC for implementation and automation.
- d) Discussion and deliberation with LIC for finalization of draft proposal quotation with respect to implementation process like MAN days, timelines, cost, and roll out plan.
- e) Submission of final proposal quotation to LIC for issuance of Purchase Order.

5.2.2.3 LIC will issue Purchase Order for implementation and roll out of discovered processes which are defined in final proposal quotation.

5.2.2.4 The bidder needs to complete the implementation of processes within the timelines as defined in final proposal quotation.

NOTE – a) All the steps and processes as defined above for additional processes will be done continuously as per business requirements during project period.

b) The Rate Card provided in indicative commercial for Category-2 is only for calculation of TCO purpose. All the components of Rate Card will be procured on demand basis in any quantity and any number of items based on LIC requirements. The quantity to be ordered by LIC may be more/less than the quantity mentioned in Rate Card.

5.2.3 General Scope of Work

The following general scope of work shall be applicable for both the categories Category-1 & Category-2 and overall RPA implementation of LIC:

5.2.3.1 Solution Capability

- 1) The proposed solution should have a well-defined architecture, and be easy-to-use, configurable, scalable, compatible, flexible and adaptable to any future business requirements of LIC to extend the RPA solution.
- 2) The proposed RPA solution should have the future road map with respect to adoption of new technologies.
- 3) The proposed RPA solution should be efficient and cost-effective production support model which can be aligned and scaled to LIC's business needs.

- 4) The proposed RPA solution should create Rule-base bots and should provide trained bots to have intelligence automation.
- 5) The RPA solution should schedule/re-schedule bots/processes and controlling runtime processes/bots.
- 6) Development of bots/processes with low-code and no-code model, create and configure bots/process through drag and drop model.
- 7) Bots created should have capabilities get trained/learned based on AI/ML algorithms e.g Supervised learning, Unsupervised learning and Reinforcement learning. The bots developed may be unattended & attended depending upon the business requirements and complexity level of processes and decided by LIC
- 8) Providing performance of bots to the satisfaction of LIC.
- 9) Bots should be able to work in Desktop virtualized environment
- 10) Provide recommendations, accelerators, tools and methods to enhance the delivery and accuracy of process automations.
- 11) Use of modern development methodology and shall be focused on operational efficiency, accuracy and quality during process development.
- 12) The RPA solution provided should run bots concurrently. A bot should be able to perform multiple tasks and processes.
- 13) The Proposed Solution should be DB Agnostic, OS Agnostic, user interface agnostic and should support all leading Databases like but not limited to ORACLE, Mysql, MS-SQL, Postgres etc.
- 14) For any RPA implementation rollback mechanism should be in place.

5.2.3.2 Process Identification and Discovery

As part of Process identification and discovery for automation, bidder shall be responsible for-

- 1) Providing standard templates/checklists and pre-requisites to LIC for collection of business requirements and gathering of data/information.
- 2) Providing tools for identification, discovery and further processes for smooth and gap free automation.
- 3) Detailed step by step study and understanding of business requirements and gathering of requirements of process identified.

- 4) Documentation of each and every stage, right from process discovery, current process details, developing, testing to implementation and finally roll out of process automation.
- 5) Preparation of Business Requirements Document (BRD), Preparation of Business Requirements Specifications (BRS), work flow design, Process design, process/bots development, building, testing, deploying and implementing so as to ensure end-to-end automation of the processes according to the complexity level of the process.
- 6) While discovering and assessing the processes, the bidder shall consider automation holistically that may include data reading new technologies such as Optical Character Recognition (OCR), Intelligent Character Recognition (ICR), Natural Language Processing (NLP), Natural Language Understanding (NLU), Natural Language Generating (NLG).

5.2.3.3 Licenses Procurements

- 1) The bidder should provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided to LIC.
- 2) The bidder has to manage procurement, subscription/Licensing for products proposed as part of RPA solutions.
- 3) The Bidder should supply all necessary components and licenses to make the proposed RPA solution complete and shall not be limited by the material requirements in this RFP.
- 4) All the RPA products proposed by the Bidder for production, development and testing environment should have active support either from OEM or Bidder.
- 5) All Licenses/subscriptions proposed should have 24/7 support from OEM/Bidder.
- 6) LIC reserves the right to procure additional licenses of various software/bots components of RPA solution as per the rate card.

5.2.3.4 Infrastructure

- 1) The proposed RPA solution should be implemented 'On-Premises' in Private Cloud environment of LIC however the proposed RPA solution should be platform agnostic so that the solution could be deployed anywhere either on-premise, public/private/hybrid cloud or containerized platform.
- 2) Bidder needs to submit optimized infrastructure requirements (RAM, Core, Storage, number of VMs, OS) as per Annexure-25.

- 3) LIC shall provide VMs, Enterprise licenses for RHEL OS & Mysql DB (if required). All software to be provided by bidder.
- 4) The Bidder shall be responsible for setting RPA setups and implementation of the proposed RPA solution in Production, Development, Test and DR environments.
- 5) The solution should be implemented in production with HA mode.
- 6) The solution should have Disaster Recovery mechanism at DR site of RPA to ensure Business Continuity Plan.
- 7) Bidder has to participate and perform in DR Drill activity of RPA implementation/setup.

5.2.3.5 Development

The bidder shall be responsible for-

- 1) Creating and managing Development environment for RPA Processes in LIC.
- 2) Create and design workflow, create and design process as per business flow/requirements for automation of process.
- 3) Implementation of Secure Code and SDLC Processes for Development.
- 4) As per LIC's requirement the development environment should be able to integrate with any of LIC's Development tools and software.
- 5) Maintaining the RPA code at LIC's premises.

5.2.3.6 RPA Components Repository, Build, Release and Deployment

The bidder shall be responsible for -

- 1) Creating and maintaining of RPA components repository.
- 2) Build , release and deployment mechanism for RPA components.
- 3) Identify RPA components for repository, building, releasing and deploying RPA components.
- 4) Create and Implement a complete pipe line for repository, build, release and deployment of RPA components.

5.2.3.7 UAT/Testing

- 1) The bidder should create and maintain the UAT/Testing environment for various RPA processes.
- 2) The UAT/testing environment should be scalable as per LIC's requirement.
- 3) The bidder shall be responsible for conducting comprehensive testing of the proposed RPA solution.

- 4) Testing and checking the quality of RPA solutions/bots to ensure that the RPA solution is functioning correctly, performing accurately and consistently and meeting the desired quality standards.
- 5) The following types of testing are to be carried out:
 - a. Unit Testing
 - b. Functional Testing
 - c. Integration Testing
 - d. Performance Testing

5.2.3.8 Integration Aspects

- 1) The RPA solution should be integrate and communicate with all systems of LIC using various integration approaches but not limited to APIs, orchestration, ftp, sftp, shared object, any other loosely coupled integration approach.

- 2) The RPA solution should be integrated with following applications/systems-

The list of application integrations includes but not limited to following:

- a. Messaging solution Integrations (TIBCO)
- b. Portal Integrations
- c. Mobile Application Integrations
- d. EDMS Integrations
- e. CADW Integrations
- f. MIS Integrations
- g. 2FA Integrations
- h. Email and SMS Integration
- i. PAM solution Integrations
- j. Antivirus solution Integrations (LIC is presently using TrendMicro)
- k. SIEM Solution (LIC is presently using ArcSight)
- l. Backup Solution (Commvault)
- m. Physical Load Balancer
- n. DR Automation and BCP Solution (Perpetuity)
- o. Operation and Management Software (Microfocus OB/Microfocus SM/Microfocus OO)
- p. DNS Solution

- q. NTP Solution
- r. NAS Solution
- s. Any other integration as and when required

This list is not exhaustive and bidder will be responsible for integration with any other existing or future software/application.

- 3) The solution should have capability of heterogeneous bots/processes integration on different OS/application/Database in LIC environment.
- 4) In case of any upgradation of current Hardware/OS/Application/Database in LIC, the RPA solution should be upgraded and integrated with upgraded components at no extra cost.

5.2.3.9 Security Aspects and Compliance

5.2.3.9.1 RPA Security aspects-

- 1) The solution should have the provision of password vault to store the bot credentials including provision of create/generate, change and manage bot credentials. The credentials of bots should be stored encrypted in password vault.
- 2) The bidder should implement encryption/decryption on sensitive information on the implemented solution in consultation with LIC.
- 3) The RPA solution shall adhere to industry standard security features and aspects and should meet the functional, security, performance, and regulatory requirements.
- 4) The solution should adhere to the security policies set up by LIC from time to time.

5.2.3.9.2 Security Compliance-

- 1) Bidder is required to ensure compliance of proposed RPA Solution to CA, VA, PT, IS Audit, IRDA Audit, LIC's Information Security Policy and other regulatory requirements as laid by regulators and to resolve vulnerability assessment/penetration test/Application Audit Observation points.
- 2) Bidder is required to assist LIC to conduct CA/VA/PT of proposed RPA solution at regular period as decided by LIC and to resolve CA/VA/PT points. The bidder is expected to resolve observations of such audits/VA/PT within stipulated timeline defined by LIC and need to take sign off from LIC on resolution of VA/PT observations.

- 3) The bidder should resolve any vulnerability found in the RPA solution as and when identified by LIC as well as Software OEMs. Patches made available by the OEMs should be applied immediately. All such vulnerabilities should be closed immediately or within stipulated time as defined by LIC.

5.2.3.10 Support and Maintenance

- 1) The bidder shall require providing on-site support team with relevant skills for monitoring, troubleshooting, technical, functional, operational support and maintenance during the period of contract.
- 2) The bidder needs to appoint an experienced Project Manager during the period of contract.
- 3) The bidder should provide maintenance support directly or through OEM, follow up for which will be done by bidder.
- 4) The bidder needs to Install, Design, Develop, Test, Deploy, Implement, Integrate, and Support and Maintain the entire RPA solution end to end during the period of contract.

5.2.3.11 Monitoring, Audit Trails and Logs

- 1) Bidder has to provide web based centralized monitoring system and have audit trails and logs but not limited to the following-
 - a) Monitoring the entire RPA Implementation e.g. Managing, Monitoring, Controlling the Processes implemented.
 - b) Monitoring, controlling and managing activities of bots, execution path & time, current state of bots
 - c) Find trends in bot failures, exception error
 - d) Monitor any discrepancies in run times of bots
 - e) Monitor and understand where bots fail most often
- 2) RPA solution should provide detailed logs and audit trails of bot activities, logs to monitor and track the execution of automated processes.
- 3) RPA solution should have the provision to generate reports for analysis, review and optimization of processes and bots.

5.2.3.12 Preparation and Submission of Documents/SOPs

- 1) The bidder shall be responsible for preparation and submission of the following SOPs/documents as part of each process discovery and assessment –
 - a) Business requirements study (BRS)

- b) Business requirements gathering standard templates
 - c) Workflow design
 - d) Process design
 - e) Process development, build, release, deployment
 - f) Bots creation/execution/modifications/enhancements
 - g) Processes automated, tools and scripts used in automation
- 2) The bidder will be required to submit detailed technical architecture of proposed RPA solution.
 - 3) The bidder will be required to submit Development/Production/UAT Setup installation SOPs/user guides.

5.2.3.13 RPA Patch deployment

The Bidder has to provide an RPA patching deployment system and shall be responsible-

- 1) For Patches, updates and upgrades during the ATS (Annual Technical Support) period and implement the same after LIC's concurrence during the project tenure at no extra cost.
- 2) For enhanced add-on services to be upgraded time to time as per best industry standard as part of RPA solution to LIC at no extra cost during the contract period.
- 3) For any implementation and patch upgrade/update rollback mechanism should be in place.

5.2.3.14 Exit from RPA Solution

If LIC decides to switch to another RPA solution or to discontinue the RPA Solution, the following should be ensured by the bidder:

- a. Facilitate migration of all available RPA solution/components/data/bots/processes/logs/audit trails to new system.
- b. Necessary knowledge transfer should be done by bidder.
- c. Decommissioning the existing RPA solution.
- d. Facilitate migration of any other relevant RPA components

5.2.4 Training and Knowledge transfer

5.2.4.1 For Category-1

- 1) Training shall be imparted to LIC officials by the OEM certified professional. The bidder will be required to carry out knowledge sharing as well as sharing of all training SOPs/documents with LIC to facilitate easy operation of the complete RPA solution.

2) Training will be of the following areas :

a) Module-1: Administration and Monitoring Training of all RPA software and Components procured and developed as part of RPA solution implementation.

Number of Days for one batch Module-1 training will be 2 days.

b) Module-2: Developer Training for creation/compilation/execution/testing of new BOTS (unattended & attended). Training the BOTS to enable intelligent automation, Rule based Creation/designing, developing and automation of the identified processes; API based Integration of BOTs etc. using RPA development IDE/tool and implements the same.

Number of Days for one batch Module-2 training will be 4 days.

5.2.4.2 For Category-2

The training for Module-1 & Module-2 as defined above shall be imparted by bidder to LIC if it is required by LIC. The number of days and batch size will be intimated by LIC.

5.2.5 Timelines, Payment Schedule, Penalties

5.2.5.1 Timelines, Payment Schedule, Penalties for Category-1

A) The following timelines will be applicable.

Sr. No	Component	Timeline
A1	Procurement and Delivery of RPA Software/bots Licenses.	Within 15 days from the date of PO issued
A2	Installation and readiness of development & production setup/ DR setup including centralized monitoring setup/system	Within 60 days from date of PO issued
A3	Implementation and Pilot roll out at all locations	Within 90 days from date of PO issued
A5	Implementation and roll out of one process at all locations.	Within 30 days from date of date of communication by LIC
A5	Implementation and roll out of all processes at locations	Within 09 months from date of PO issued
A6	Deployment of Onsite Engineer	Date of Pilot implementation
A7	Completion of Training	Within 21 days from the date of intimation given by LIC

NOTE- If timelines are not honoured by bidder for completion of process implementation as defined in proposal quotation; LIC shall not pay any extra cost for such delay.

B) Payment Milestones-

Milestone	Activities to be completed
M1	Procurement and Delivery of RPA Software/bots Licenses, Creation/integration of development setup Creation and integration of Build, devops and deployment Creation/integration of UAT setup Installation and configuration of Server components of all software Installation and configuration of DR setup with replication Installation and configuration of web based centralized monitoring setup Implementation and pilot roll out Sign-off from LIC for Pilot roll out
M2	Completion of all Processes Sign-off from LIC for completion of all processes
M3	Final Sign off from LIC for– completion of M1 & M2, submission of SOPs/Documents, Integrations as per RFP, training completion, Compliance of RPA Solution with CA, VA, PT, IS Audit, IRDA Audit, LIC's Information Security Policy and other regulatory requirements.

C) Payment Schedule-

Payment for the Successful Completion of above Milestones will be paid as per the below Table :

Status of Milestones	RPA Software/bots License Fees	Implementation Charges
Completion of M1	60%	20%
Completion of M2	20%	60%
Completion of M3	10%	10%
Completion of M4	10%	10%

D) Penalty for delay in deliverables-

a) Penalty for delay in A1

Penalty of 0.5% of license cost of software/bots will be applied for every week of delay. Maximum penalty applicable will be 5% of the total software/bots license cost.

b) Penalty for delay in A2

Penalty of 0.5% of implementation cost will be applied for every week of delay. Maximum penalty applicable will be 5% of the implementation cost.

c) Penalty for delay in A3

Penalty of 0.1% of implementation cost will be applied for each day of delay. Maximum penalty applicable will be 3% of the implementation cost.

d) Penalty for delay in A4

Penalty of 0.1% of implementation cost will be applied for each day of delay. Maximum penalty applicable will be 1% of the implementation cost.

e) Penalty for delay in A6 (Module-1 training to LIC Team)

Penalty of 1% of Module-1 Training cost will be applied for every week of delay. Maximum penalty applicable will be 10% of the Module-1 Training cost.

f) Penalty for delay in A6 (Module-2 training to LIC Team)

Penalty of 1% of Module-2 Training cost will be applied for every week of delay. Maximum penalty applicable will be 10% of the Module-2 Training cost.

5.2.5.2 Timelines, Payment Schedule, Penalties for Category-2

A) The following timelines will be applicable.

Sr. No	Component	Timeline
A1	Procurement and Delivery of RPA Software/bots Licenses, if there are additional requirements as per final proposal quotation.	Within 15 days from the date of PO issued
A2	Installation of software, and make it ready to use for development of processes as defined in proposal quotation.	Within timelines defined in proposal quotation
A3	Implementation and roll out of all processes as defined in final proposal quotation.	Within timelines defined in proposal quotation
A4	Deployment of Onsite Engineer, if required by LIC	Within 30 days from the date of intimation by LIC
A5	Completion of Training, if required by LIC	Within 21 days from the date of intimation by LIC

B) Payment Milestones-

Milestone	Activities to be completed
M1	Procurement and Delivery of RPA Software/bots Licenses, if there are additional requirements as per final proposal quotation. Installation of software, and make it ready to use for development of processes as defined in proposal quotation. Implementation and roll out of all processes as defined in final proposal quotation. Sign-off from LIC for completion of all processes
M2	Final Sign off from LIC for– completion of M1 , submission of SOPs/Documents, Integration aspects if any defined in proposal quotation, training completion if any, Compliance of RPA Solution with CA, VA, PT, IS Audit, IRDA Audit, LIC's Information Security Policy and other regulatory requirements.

C) Payment Schedule-

Payment for the Successful Completion of above Milestones will be paid as per the below Table:

Status of Milestones	RPA Software/bots License Fees	Implementation Charges
Completion of M1	80%	70%
Completion of M2	20%	30%

D) Penalty for delay in deliverables-

a) Penalty for delay in A1

Penalty of 0.5% of license cost of software/bots will be applied for every week of delay. Maximum penalty applicable will be 5% of the total software/bots license cost.

b) Penalty for delay in A2

Penalty of 0.5% of implementation cost will be applied for every week of delay. Maximum penalty applicable will be 5% of the implementation cost.

c) Penalty for delay in A3

Penalty of 0.5% of implementation cost will be applied for each day of delay. Maximum penalty applicable will be 5% of the implementation cost.

d) Penalty for delay in A5 (Module-1 training to LIC Team)

Penalty of 1% of Module-1 Training cost will be applied for every week of delay. Maximum penalty applicable will be 10% of the Module-1 Training cost.

e) Penalty for delay in A5 (Module-2 training to LIC Team)

Penalty of 1% of Module-2 Training cost will be applied for every week of delay. Maximum penalty applicable will be 10% of the Module-2 Training cost.

(Note- The total penalty cap in a year shall not exceed 20% of the TCO. LIC shall exclude periods of time when the delay is not attributable to the Bidder. However, the onus will be on Bidder for proving that delay is not attributable to him.)

5.2.5.3 Payments of AMC/Onsite Engineers/Training

a) ATS/AMC Charges for the duration of contract-

i) Under Category-1 - ATS/AMC payment from 2nd year onwards will be made on yearly basis at the commencement of the ATS/AMC period on submission of Invoice.

ii) Additional software Purchase- ATS/AMC payment for additional licenses procured during contract period will be coincided with the with regular ATS/AMC year payments by arriving at the broken period, if any.

For example if ATS year is 01.01.2023 to 31.12.2023 and any additional software is purchased in month of August (say 01.08.2023). The period of 01.08.2024 to 31.12.2024 will be a broken period. The 1st year ATS will be inclusive in software cost hence broken period will be calculated from next ATS year. Broken period will be taken separately for payment.

b) On-Site Engineers Charges for Contract Period-

On-site engineer charges will be paid at the end of the each quarter.

c) Training Cost-

Training Charges will be paid upon completion of the activity and sign off given by LIC.

5.2.6 SERVICE LEVEL AGREEMENT (SLA)

5.2.6.1 Service Levels

LIC expects that the Bidder shall be bound by the Service Levels described in this document. The Bidder shall have to enter into “Service Levels Agreement” with LIC covering all terms and conditions of this RFP while providing the service support for the integrated suite of proposed product and overall solution.

Required uptime-Business Continuity of RPA solution and Penalties applicable for both categories Category-1 & Category-2 are defined below:

Severity Levels	Definition of Severity	Resolution Time	Penalty

Severity Level-1	<p>Critical Service Impact- Issue critically affects the business service, major application or mission-critical system.</p> <p>Severity-1 issue include:</p> <p>a. RPA solution is down</p> <p>b. RPA is up but none of the processes/bots are accessible</p>	To be addressed immediately	Rs 5,000/- for every 5 Minutes or part thereof after an initial 15 Minutes in a month.
Severity Level-2	<p>Significant Service or Implementation Impact - the business service, major application, or system is affected or implementation stopped. An acceptable workaround is available.</p> <p>Severity-2 issue include:</p> <p>a. RPM solution is up but some processes/bots are not accessible</p>	30 minutes	Rs 2,000/- for every 10 minutes or part thereof after an initial 30 minutes in a month.
Severity Level-3	<p>Version Upgrade Major/ Minor for all RPA Software / Base OS /VA Compliance/fix pack implementation/configuration/parameterization. Version upgrades of all underlying software / Base OS is to be done as per respective OEM recommendations and Publish the Quarterly version upgrade calendar for the same. Failure to comply with Version upgrade calendar timelines will attract penalties. / fix pack implementation / Secure Configuration implementation / parameterization etc. for which the approval from LIC has been obtained.</p>	48 hours	Rs 5000/- per incidence for delay beyond 48 hours.

- Penalty cap for every such incidence for Uptime-Business Continuity of RPA solution shall be 0.1% of TCO.
- Maximum Penalty for each year for Uptime-Business Continuity of RPA solution shall be 2% of TCO.
- The total penalty cap in a year shall not exceed 20% of the TCO. LIC shall exclude periods of time when the delay is not attributable to the Bidder. However, the onus will be on Bidder for proving that delay is not attributable to him.

5.3 Technical Specifications

The Technical requirement is detailed in Annexure-9 for RPA Solution. Bidder is required to specify whether they comply with those technical specifications with link of reference document and necessary clarifications in the specific columns.

5.4 Appointment of Onsite Engineers at Central Office SDC, Mumbai -

- 1) The selected Vendor shall be required to deploy 2 onsite L3 engineers at Central Office SDC, Mumbai for Support, Maintenance, Monitoring and Management of the RPA Solution.
- 2) The working hours of L3 Engineer will be 10 am to 6 PM. LIC reserves the right to change the shift hours, in case of any requirement.
- 3) The manpower requirement mentioned above is minimum to be provisioned by the bidder. However the number and competency of the resources should be adequate to handle the support required as per the scope of the RFP.
- 4) LIC reserves the right to deploy L3 Engineers based on the requirement for a limited period during contract period based on man hour rate quoted in commercial annexure during bidding process. LIC reserves the right to terminate the services of Onsite engineers anytime during the contract period by giving a 15 day notice period.

5.4.1 Onsite Engineer Qualifying Criteria-

- 1) Fully conversant with RPA software components provided by the selected bidder, the interdependencies of RPA Software layers including architecture of RPA solution implemented.
- 2) Knowledge of all the technologies involved in the RPA solution implemented by the selected bidder including but not limited to the new technologies such as AI/ML/NLP etc.
- 3) The proposed Onsite Engineer-
 - a) Should be a certified engineer (minimum B.Tech/BE/equivalent qualification.), having the above mentioned qualifications/experience.
 - b) Should have been an employee of the OEM/ Vendor or should have been deputed to another customer (like Banks/Finance/Insurance etc.) and should have handled & managed the same nature of Software solution /services/support/maintenance for a period of at least 3 years.
 - c) Should be on the salary roll of the OEM/ vendor.
 - d) Should be well versed with the technical knowledge of entire RPA solution preferably insurance intelligence automation implementation.
 - e) Should have knowledge of Java, python languages.
 - f) Should have experience of process design, bot creation and RPA implementation.

5.4.2 Terms & conditions of proposed Onsite engineer-

- a) Details of the onsite engineers, along with his/her CV duly authenticated by OEM/Vendor should be made available to LIC well in advance so that he/she can be on-boarded from the date of pilot migration
- b) Background check on the CV may be carried out by LIC using 3rd party agency. The agency will be finalized by LIC and decision of LIC will be final in this matter.
- c) Immediately thereafter the engineer will be called for an interview by LIC. The selected engineer has to report to LIC Office, Mumbai or any other LIC office as decided by LIC within 2 weeks of being intimated of the selection.
- d) Force Majeure conditions may apply subject to LIC's approval

5.4.3 Role of the Onsite Engineer-

- a) The Onsite engineer will be placed at LIC's Central Office Mumbai or any other LIC's office as decided by LIC and will be responsible for installation/configuration/monitoring/trouble shooting of RPA solution and all its components deployed, that may be reported / alerted to him/ her and which may / may not, be resolved remotely. He/ She will also proactively monitor the servers using the alerts generated by management software installed in the servers.
- b) The Onsite engineer shall be required to create new bots, modify existing bots (unattended & attended) based on business requirements of LIC.
- c) The Onsite engineer shall be required to study and understand the business requirements, Process discovery/assessment, Prepare Business Requirements Document (BRD) & System Requirements Specifications (SRS) , Process design, building, testing and implementing of the RPA solution, so as to ensure end-to-end automation of the processes according to the complexity level of the process, as and when required
- d) Provide technical support to LIC at all times, prompt respond to issues raised by LIC, conducting root cause analysis and going through various testing scenarios for thorough resolution of the reported issues, if any.
- e) The Onsite Engineers will monitor replication and readiness of RPA DR setup on daily basis.
- f) The Onsite Engineers will ensure that full RPA solution and its components are up and running smoothly without any business disruption.
- g) The onsite engineer will have to ensure smooth DR activation of RPA components and restoration services to production
- h) The onsite engineer will have to ensure the compliance with all relevant Security, Audit and other requirements as specified in consultation with LIC.
- i) The on-site engineer needs to support for providing necessary security & audit compliance details and wherever required suitable hardening/configurations of system/software needs to be done.
- j) Call Response: Engineer should ensure to provide high level of quality service promptly, since these systems are very critical from business point of view. Any call reported by LIC to bidder
- k) Engineers should always give a duly signed call report on company letter head or company standard call-sheet format for all work/modifications carried out by them.

5.4.4 Penalties regarding onsite L3 support engineers

Penalties as defined in Table below shall be applicable for not meeting the SLAs regarding the onsite support

#	Description of the item	Penalty applicable
1	If the candidate engineer called for interview is not found to be suitable, Bidder will have to provide an alternate candidate within a period of 30 days . If not provided, then penalty will be imposed till the candidate is provided. Additionally, if the second candidate is not found suitable, and fails then penalty will be imposed till the selection and deputation of the	@ 5% of the engineer's monthly rate approved by LIC for each day.

	subsequent support engineer.	
2	The on-site Engineer should be present in LIC's premises as per the RFP conditions. In case of a person going on leave, suitable replacement shall be provided for that period. If not provided then, penalty will be imposed	@ 5% of the engineer's monthly rate approved by LIC for each day.
3	In case the engineer is to be changed by the Bidder, minimum of one month (30 days) advance notice shall be given by the Bidder to LIC. Additionally, an overlapping period of at least 21 days has to be there between the new and old engineer. If not done, penalty will be imposed.	@ 5% of the engineer's monthly rate approved by LIC for each day.
4	In case of change of the engineer by the Bidder at any time, the entire process (CV, Background check etc.) will be repeated.	The charges incurred by LIC will be recovered from the amount payable / available BG of the Bidder, apart from the penalty accrued.
5	Yearly Penalty Cap	10% of Total Annual On-site Support Charges.

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

5.4.4.1 Complaint Booking and Resolution-

Complaint Booking:

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

Complaint Resolution:

- a) The Complaint(s) will be deemed to be resolved if the following record is available with LIC:
- b) Customer Call Report (CCR) signed by both the service engineer and Corporation's authorized official, confirming that the complaint is resolved. Date and time of complaint booking and the date and time of resolution of the complaint shall be indicated clearly in the CCR.
- c) E-mail or Phone from the Bidder is acceptable, in case physical visit of the Bidder/engineer was not required, but the complaint is successfully closed. However, this may not be accepted if the resolution of the complaint is disputed by Corporation.
- d) Calls closed by engineer posted at LIC's I Office, and validated by designated officials of LIC.
- e) The exact process of complaint booking/complaint resolution will be conveyed to the selected Bidder.
- f) The detailed procedure to be followed for call resolution (work-flow) will be conveyed to the selected Bidder by LIC after the selection process is over. The selected Bidder will have the entire ownership for the tickets monitoring and closure within the stipulated SLAs.
- g) Bidder Response to incidents/problems may be onsite or telephonic or through E-mail.
- h) All SLA calculations will be on monthly basis and reports will have to be submitted monthly for performance review and corrective actions.
- i) LIC may make request for modifications to the agreed Service Level by sending written notice at least 15 days prior to the date that such modifications are to be effective, provided that the proposed modifications are mutually agreed.
- j) LIC, at any point of time, can ask the Bidder for change in engineer (on their own pay roll) in case service/response level of existing engineer is not found satisfactory.

6 Roles and responsibilities

The following presents the roles and responsibilities along with the deliverables of LIC and the successful bidder during the envisaged phases comprising conceptualization, development, implementation/ support and exit phase.

6.1 Roles & Responsibilities of LIC

1. LIC shall provide the required hardware infrastructure (VMs), the network connectivity, security related infrastructure, database (mysql) , RHEL VMs for hosting the applications and any software for which LIC is having the required licenses along with adequate space, air conditioning, lighting, and electricity.
2. LIC shall provide sitting place for 1 workstation or for such numbers as agreed jointly with the bidder during the project implementation stage. However, bidder is required to ensure proper laptops with software tools and other requirements for their team members.
3. LIC shall deploy project co-ordinator, to ensure:-
 - Review of the integrations of RPA solution with existing applications/systems.

- Conduct review meetings, on daily schedule to ensure project progress according to the targeted mile stones.
- 4. Review of the security measures and documents/SOPs.
- 5. Review completeness of BRS, SRS, Design, Coding, Process development, manuals/documents and suggest changes to make it more complete and more effective.
- 6. Review delivery & installation of all supplied RPA components & software.
- 7. Perform end user testing (UAT), to see that all requirements are being correctly met.

6.2 Roles & Responsibilities of bidder

1. To design, develop, implement, maintain and support the RPA Solution as per the requirements and scope of work and other features mentioned in this RFP.
2. It is the Bidder's responsibility to design, architect and perform optimized sizing of the required infrastructure (Hardware and Software) to fully comply with the proposed solution. Bidder needs to ensure that all the components including but not limited to software licenses, software tools, should also be provisioned according to the requirement, scope of work and services of the solution, except for those which will be provided by LIC. If the bidder has not provisioned some components as part of solution, the bidder will have to provide the same to meet the solution requirements at no additional cost and time implications to LIC. LIC will be providing the required hardware related infrastructure (VMs) and any such software for which it already has the required licenses.
3. After award of contract, the bidder needs to deploy a project team and a project manager to manage the project at LIC.
4. Deploy onsite project and development team with required resources and tools for implementing the RPA solution.
5. To do process discovery for implementation of RPA solution.
6. To develop, test and deploy need based change requests, as per the timelines decided by LIC.
7. To deploy the RPA solution, and get the User Application Testing (UAT) done, along with LIC. The test reports have to be provided to LIC.
8. To provide onsite solution monitoring (during working office hours), offsite solution monitoring and troubleshooting, software maintenance, enhancements and modifications, as required from time to time.
9. To conduct training and knowledge transfer with system overview and solution walkthrough.
10. The systems installed shall be subject to different audits as required by LIC and the regulatory bodies and the bidder will be responsible for necessary compliance.

11. Project Team: Bidder has to deploy an appropriate Project Team at LIC Central Office, Mumbai as per the requirements.

7 PROPRIETARY RIGHTS

The Bidder/Supplier shall indemnify the Purchaser (LIC) against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights and other intellectual property rights, material piracy arising from use of the goods or any part thereof in the Purchaser's country.

8 SOFTWARE LICENSES

- i. Bidders to provide all software products with 5 years updates and maintenance support.
- ii. Bidder to provide LIC perpetual, irrevocable license for LIC Business and its Authorized Users to use the Software and Documentation for LIC at any and all locations where LIC business may be conducted.
- iii. "LIC business" shall include, but not be limited to, use for production, disaster recovery, internal development, testing, quality assurance, training and support, and maintenance purposes.
- iv. "Software" means the all computer programs licensed to LIC pursuant to this RFP that provide the functionality and/ or produce the results required in the RFP, including without limitation all Enhancements thereto, all interfaces, and all Third Party Software.
- v. If Software OEM eliminates any functionality of any of the Software licensed and subsequently offers that functionality in other or new products (whether directly or indirectly through agreement with a Third Party), then the portion of those other or new products that contain the functions in question, or the entire product if the functions cannot be separated out, shall be licensed to LIC at no additional charge and under the terms of this Agreement, including Support and Maintenance Services for such Software. If Software OEM incorporates the functionality of the Software licensed under into a newer product and continues to offer both products, LIC may, in its sole discretion, exercise the option to upgrade to the newer product license at no additional cost.
- vi. "Support and Maintenance Services" means the technical support, error correction services and support, and Enhancements provided by Software OEM to LIC in order to use, maintain and enhance the Software provided by the Bidder to LIC. Software product OEM will support and provide professional services for upgrade to the newer product versions during the duration of Support and Maintenance Services.

9. ADVERTISING AND PUBLICITY:

Neither Contractor, nor anyone on Contractor's behalf (including any or all of its agents, affiliates, subcontractors or vendors), shall publish, distribute or otherwise disseminate any press release, advertising or publicity matter of any type or kind (collectively "Advertising Material") having any reference to this Agreement, unless and until the Advertising Material is first submitted to and approved in writing by LIC.

Any publicity by the Vendor in which the name and Logo of LIC is to be used should be done only with the explicit written permission of LIC. If the Vendor 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 Vendor must, to the extent practicable, first consult with and take into account the reasonable requirements of LIC

EXECUTIVE DIRECTOR (IT/SD)

Annexure-1 : Bid Response Covering Letter on Bidder's Company Letter-head

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

To,

**The Executive Director (IT/SD),
Life Insurance Corporation of India,**

Central Office, Information Technology Department,

Jeevan Seva Annexe Building, 3rd Floor, South Wing,

Santacruz (W), S. V. Road, Mumbai - 400054

Re: Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

Dear Sir,

- a) Having examined Request for Proposal including all its Annexures, Appendices "the tender documents" the receipt of which is hereby duly acknowledged, we, the undersigned offer to procure and supply the components mentioned in the "Request for Proposal" in conformity with the said RFP Documents and in accordance with the schedule of Prices indicated in the Commercial Bid and made part of this Tender.
- b) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Documents.
- c) We agree to abide by this Tender Offer from date of Tender (Eligibility and Commercial Bid)/ opening and our offer shall remain binding on us and may be accepted by LIC at any time before expiry of the offer period.
- d) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- e) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- f) We certify that we have provided all the information requested by LIC in the format requested for. We also understand that LIC has the exclusive right to reject this offer in case LIC is of the opinion that the required information is not provided or is provided in a different format.
- g) We understand that LIC is not bound to accept any Bid that may be received.
- h) We also certify that we have not been blacklisted by LIC, any PSU, any Bank/IBA/RBI/IRDAI, Government of India, State Government and its subsidiaries during the last five years.

Date:

Signature of Authorised Signatory ...

Place:

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation

Company Seal...

Annexure-2: Bidder's Organization Details

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

Details filled in this form must be accompanied by sufficient documentary evidence, in order to facilitate LIC to verify the correctness of the information.

#	Item	Details
1.General Details		
1.1	Name of Company	[Name of Company] [Type of Company]
1.2	Registered Address	
1.3	Telephone, mobile, Website and email	
1.4	Constitution of the Company	
1.5	Brief business activities	
1.6	Details of ownership	
1.7	Holding company or parent company	
1.8	Key persons with contact details	
1.9	Name and designation of the Authorized Signatory to make commitments to LIC	
1.10	Email address & Mobile no. of Authorized Signatory	
1.11	Date of Incorporation in India, commencement of Business & Years in the line of Business	[Date of Incorporation] [Commencement of business] [No of years in the business]
1.12	GST Number	
1.13	PAN	
1.14	Brief description of facilities of the organization for undertaking the services	



Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

Annexure-3: Applicant's Financials Details

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

Turnover & Profit Eligibility Criteria

S/no	*Financial Year	Annual Turnover (Rs.)	Annual Profit/Loss (Rs.)	Annual Net Worth (Rs.)

Signature of Authorized person (in full and initials)

Name and Title of Signatory:

Name of the Applicant:

Address:

E-mail ID:

Contact Number:

Place:

Date:

Note:

1. Please provide exchange rate if used for the conversion from other currency.
2. Financial years are the company's completed financial years preceding the date of RFP.
3. Please attach certified copies of audited revenue accounts and Balance Sheet for the past 3 preceding financial years. In case the audited revenue accounts do not show income specifically from Indian Operations then a certificate from an Independent Chartered Accountant to this effect countersigned by the authorized signatory of interested Applicant firm should be attached.
4. In case the published or audited results for the latest financial year are not available at the time of application, the interested applicant company should ensure to attach a certificate to this effect from an independent chartered account.



Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

Annexure-4: Authorization for signing of all documents related to RFP

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

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

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

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

Sir,

SUB: Authorization to sign on behalf of the Company for LIC RFP for RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

I / We, _____ (name and designation), by the powers vested in me / us, hereby authorize Mr./ Mrs./ Ms. _____ 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 signature of Mr. / Mrs./ Ms. _____ is as below.

(Sample Signatures of the Authorized Signatory)

Dated at _____ this _____ day of _____ 202_.

Yours faithfully,

Signature(s):

Name(s):

Designation:

Name and Address of the company:

Seal of the Company

Contd.....



Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

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

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

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

Sir,

SUB: Authorization to sign on behalf of the Company for LIC RFP for RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

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 _____ 202_.

Yours faithfully,

Signature(s):

Name(s):

Designation:

Name and Address of the company:

Annexure-5 : Project Citation Details Part-A

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

Bidders are required to provide details of relevant experiences in the format given below, highlighting experience of designing and implementing a similar project. Use separate sheet for each citation.

Project Citation Details should be given separately for each solution.

LIC's decision on the acceptance or non acceptance of submitted assignments being of 'similar relevant work' shall be final, conclusive and binding on all the bidder.

#	Particulars	Details	
1	Name of the Bidder		
2	Citation Serial Number		
3	Name of Project		
4	Name of the Prime Bidder for the Project, if applicable		
5	Role of the Bidder in the project		
6	Name of Client		
7	Address of Client		
8	Contact Person's Name, Mobile/Te l No and Email-id of the Client		
9	Total Contract Value (Rupees)		
10	Project duration	Purchase Order Date:	Start Date:
11	Project Completion Date:		
11	Whether Project is Live		
12	Whether Site is referenceable		



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

13	Location of site	
14	a) Name of the Project	
15	Brief narrative description of Project/Consultancy Services The areas in the assignment which meets the requirement of similar relevant work	
16	Other relevant Information	
Attach Work orders/ Purchase Order/ Certificates specifying "completion" or "satisfactory work in progress"		

For and on behalf of: _____(Bidder)

Authorized Signatory of

the bidderName:

Designation:

Office Seal

Place:

Date:

Annexure-5 : Project Citation Details Part-B
(For Projects to be referred to Annexure-5-A)

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

Name of the Bidder:

Sl. No	Name of the Client	Date of Purchase Order	Date of Completion of Assignment	Date of Certification (If Applicable)	Name of Project Manager	Contact Person details of the Client (email id and mobile no.)
1						
2						
3						
4						
5						
6						
7						
8						
9						

This is to certify that no correction/ modifications have been done in this sheet and hard copy matches exactly with softcopy that is being submitted.

For and on behalf of: _____ (BIDDER)

Authorized Signatory

Name:

Designation: _____

Office Seal: _____

Place: _____

Date: _____



Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

Annexure-6: Non-Disclosure Agreement

(No deviations in wordings permitted)

(To be executed on Rs.500 Stamp/Franked paper and notarized, in Mumbai)

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

This Non-Disclosure Agreement ("NDA") is made and entered into this _____ day of _____ in the year Two Thousand and Twenty ____ (202_) BY _____ AND BETWEEN Life Insurance Corporation of India, with registered office at Central Office, "Yogakshema", J B Marg, Mumbai 400021, hereinafter referred to as "LIC"

AND

_____, a Company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business at ----- shall be referred to herein as a "Respondent".

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

WHEREAS, the Respondent is aware that during engagement with Life Insurance Corporation of India during the Proof of Concept Engagement while responding to **Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India**, the Respondent may be gathering information on LIC's Business/ Operations, certain proprietary information such as commercially detailed information regarding the respective products and service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by LIC and made available to the Respondent., is privileged and strictly confidential to and / or proprietary of LIC.

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

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

inform such employees of the obligations assumed herein. Respondent will not disclose such Confidential Information to any third party without the prior written approval of LIC.

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. It may be noted that all the information shared as a part of the Proof of Concept Engagement in the form of project documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configurations through a live Benchmark test both off shore as well as onsite shall be the sole property of LIC and shall be treated with the same degree of confidentiality as that of the Respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of the Proof of Concept Engagement.

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.

Without the written consent of LIC the Respondent or any of his employees/partners should not make public announcements/comments on any website/or issue any media statements about the existence of this engagement and its scope.

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

The Respondent shall ensure that their employees will not disclose any information of LIC during their employment

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

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

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

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

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

Respondent agree that Confidential Information is and shall at all times remain the property of LIC. Respondent acknowledge that the Confidential Information is confidential and material to the interests, business and affairs of LIC and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of LIC. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the party's intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of LIC and shall be returned upon written request or upon the Respondent's determination that it no longer has a need for such information.

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

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

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

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

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

Respondent agree and acknowledge 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.

This Agreement shall be effective from the date mentioned above and shall continue for a maximum period of Twenty-One days (21 days) month from such date.

The Respondent agree that during the existence of the term of this NDA and for a period of 6 months thereafter, the respondent shall not solicit directly or indirectly the employees of LIC working in all wings of Central Office Information Technology department.

Respondent agree that all of its obligations undertaken herein as the Respondent shall survive and continue for the period of the existence of this NDA or a period of twenty-one (21) days, beyond the Contract period regardless of any prior termination of this NDA.

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

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

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

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

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

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

Respondent agree 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 and 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.



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

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

For and on behalf of -----

Address – -----

Authorized Signatory

Name :

Designation:

Place: Mumbai

Annexure-7 : Pre Contract Integrity Pact

(To be stamped as per the Stamp Law of the Respective State)

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

1. General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of202_ , 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 (Act 31 of 1956) and having its central office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented 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 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:-

2. Commitments of the BUYER

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.

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.

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

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.

3. Commitments of BIDDERS

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:-

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.

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.

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.

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

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.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or

any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.

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

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

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

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

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

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

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

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.

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

4. Previous Transgression

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

5. Sanctions for Violations:

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.

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

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

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

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

6. Fall Clause:

6.1 The Bidder undertakes that it has not supplied/ is not supplying similar product/ systems/ items or subsystems having same scope of work, payment terms and all other applicable terms and conditions, 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 of Bidding process 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.

7. Independent Monitors:

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

Name addresses of the Monitors:

1. Shri Rajni Kant Mishra, IPS (Retd.)
Ex Director General in BSF
B-1801, Amrapali Sapphire, Sector 45,
NOIDA, Uttar Pradesh - 201303
Email address: rkm592002@yahoo.co.in & rkmishra84@gmail.com
Mobile No. – (+91) 97173-28500

2. Shri Arun Chandra Verma, IPS (Retd.)
Flat No. C – 1204, Amrapali Platinum Complex,
Sector - 119, NOIDA, Uttar Pradesh
Email address: acverma1@gmail.com

Mobile No. – (+91) 8130386387

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

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

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

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

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

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

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

7.8 The Monitor will submit a written report to the Chairperson, LIC within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/ Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

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

8. Facilitation of Investigation:

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

9. Law and Place of Jurisdiction:

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

10. Other Legal Actions:

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

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

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

11 Validity:



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

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

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

12. The parties hereby sign this Integrity Pact at on

BUYER

Name of the Officer:

Designation:

Department:

BIDDER

CEO:

Witness

1.

2.

Witness

1.

2.

Annexure-8: Eligibility Criteria

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

S.N.	Particulars	Supporting Documents to be attached	Compliance YES/NO	Details of documents submitted (with page numbers as per bid document)
1	The Bidder should be as on the date of submission of this bid, a registered Corporate in India, registered under the Company's Act 1956 and also under G.S.T., having presence across the country and should submit the GST registration for the State where their respective registered office and/ or billing offices are situated.	Annexure-4 along with 1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid 5. In case the bidder appoints Service Partner(s), Annexure-22 for each Partner should be submitted.		
2.	Bidder must have minimum annual turnover of Rs. 50 Crores in the last three financial years (2020-2021, 2021-2022 and 2022-2023) and should also have made profit (before tax) in at least two of the three previous financial years (2020-2021, 2021-2022 and 2022-2023).	Details should be submitted in Annexure-3 along with Copy of audited balance sheet of the financial years. Certificate from Chartered Accountant stating Turnover, Net worth and Profit/Loss for last three financial years should be submitted.		

3.	The bidder should have positive networth in each of the last three financial years (2020-2021, 2021-2022 and 2022-2023).	Certificate from Chartered Accountant stating Turnover, Net worth and Profit/Loss for last three financial years should be submitted.		
4.	The Bidder should have implemented minimum 3 projects Rs 1 crore each of similar nature on Turn-Key basis in last 5 financial (2018-2019,2019-2020,2020-2021, 2021-2022 and 2022-2023) years in India. At least one implementation should be for BFSI in India.	Details should be given in Part-A and B of Annexure-5 along with the attested copies of Purchase Orders and Certificate/letter/mail from customers should be submitted. Multiple Purchase Orders from the same customer can be clubbed. The purchase orders if submitted should be attested by the Authorised Signatory or else a Certificate with the details duly signed by Authorized Signatory.		
5.	The Bidder should be in a business of RPA solution implementation services in India for at least last 5 years. The bidder should not be an insurance company or its subsidiary.	Certificate of Incorporation and documentary evidence showing bidder is in this business in India for at least last 5 years.		
6.	The Bidder should not be blacklisted by any Government / Government of India/State/UT Government/ PSUs / as on date of bid submission.	Undertaking signed by the Authorized Signatory of the bidder as per Annexure -14		
7.	Bidder should not have any litigation against LIC or any organizations which may materially impact the bidder's responsibility to implement the scope of this RFP.	Undertaking signed by the Authorized Signatory of the bidder as per Annexure -14		

8.	The bidder should submit an Authorization for the signatory nominated for signing of all the documents submitted in this RFP.	Power of Attorney or the copy of Board resolution appointing the authorized signatory as per Annexure-4		
9.	A letter of authorization (MAF) from OEM(s) specifying that in case authorized representative is not able to provide support/ upgrade during contract period, OEM shall provide the same product or the components to the authorized representative.	To be submitted Manufacturer's Authorization Form (MAF) as per Annexure-18		
10	Bidder/Partner should have at least 50 technically skilled personnel in the proposed RPA solution in its roll.	Certificate from Head (HR) or company secretary or designated official of the bidder for number of technically qualified professionals under RPA technologies employed by the bidder.		
11	The bidder should have ISO 27001 certification	Copies of valid ISO certifications should be submitted. The certifications should be duly attested by the Authorized Signatory of the company. The certificates should be valid as on the date of publishing of the RFP.		

Note: All copies of the documents/certificates/proformas should be signed/attested by the authorised signatory of the bidder with company seal.

For and on behalf of: _____(Bidder)

Authorized Signatory of the bidder

Name & Sign:

Designation:

Office Seal

Place:

Date:



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

Annexure-11 : Pre-Bid Queries Template

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

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



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

Annexure-12 : Bank Account Details

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA
E&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



Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

Annexure-13 : Bid Securing Declaration Form

(Notarized on stamp paper/franked of Rs 500)

(To be provided by MSE's not submitting EMD in the form of BG)

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Date _____

To,

The Executive Director(IT/SD),

Life Insurance Corporation of India,
Central Office, Information Technology Department,
Jeevan Seva Annexe Building, 3rd Floor, South Wing,
Santacruz (W), S. V. Road, Mumbai – 400054

Re: Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

I/We The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Bank Guarantee, in accordance with the Instructions to Bidders.

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

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

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

Dated on _____ day of _____ 20 _____

Annexure-14: Self-Declaration Format for Non-Blacklisting/Non-Litigation/Land Border Clause

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Re: Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

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 . 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 fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

Bidder:

Signature of Authorized Signatory:

Name and Address:

Date:

Company seal



Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

Annexure-15: UNDERTAKING FOR WARRANTY

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

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

To,

The Executive Director

Life Insurance Corporation of India

Central Office, Information Technology Department,
Jeevan Seva Annexe Building, 3rd floor,
S.V. Road, Santacruz (West), Mumbai - 400 054

Dear Sir/Madam,

We hereby accept all the Term & Conditions of the RFP and extend Quality Assurance for a period of Five years from the date of RPA implementation as per the terms and conditions stated in the RFP document referred above.

We further hereby undertake that the services agreed as per SLA as per the terms and conditions of the RFP and subsequent contract shall be available for a period of Five years.

Dated at _____ this _____ day of _____ 202__

Authorized Signatory

Signature of the authorized official

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure-16: Information Security Certificate

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

(To be submitted on Letterhead of the bidder)

This is to certify that:

1. The RPA solution software/future upgrades being offered do not contain any kind of malicious codes such as Viruses, Trojan, Spyware that would:
 - a) Obstruct the desired and the designed function of RPA implementation.
 - b) Tap the information regarding network, users and information stored on the network of LIC or in its CORE Insurance Platform or otherwise.
 - c) Culminate into software attack, cyber-attack, theft of intellectual property rights, identity theft, theft of equipment or information, sabotage & information extortion;
2. We undertake to be liable in case of any loss that may be caused to the Purchaser due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information, loss of reputation and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the software supplied.
3. We shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by LIC will be kept within the geographical boundaries of India and the usage of such data at all times be governed by IT Act Provisions and personal data protection guidelines.

For and on behalf of: _____(Bidder)

Authorized Signatory of

the bidderName:

Designation:

Office Seal:

Place:

Date:

Annexure-17 : Compliance Statement

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

We hereby undertake and agree to abide by all the terms and conditions stipulated by Life Insurance Corporation of India (Corporation) in the invitation of request for proposal (RFP) document including all Annexures.

We hereby acknowledge and unconditionally accept that the evaluation criteria, evaluation of the responses to the RFP will be entirely at Corporation's discretion. Corporation's decision will be final and that the Corporation would entertain no further correspondence about the decision.

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

Signature of Authorized signatory

Seal of company

Place:

Date:



Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

Annexure-18: Manufacturer's Authorization Form (MAF)

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Re: Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

Date:

To
Executive Director (IT/SD)
Life Insurance Corporation of India, Central Office,
Mumbai.

Dear Sir/ Madam,

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

We, M/s _____ who are established and reputed manufacturers of _____ having factories/Depot at _____ and technical assistance center at _____ (India Location) do hereby authorize M/s _____

_____ (Name and address of bidder) to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

We, the undersigned OEM, having read and examined in details all the bidding documents in respect of above mentioned RFP, in respect to product(s) offered /supplied by us and as a gesture towards our commitment for continued support for our product(s) / solution do hereby declare as under;

We hereby extend our commitment/ standard guarantee and comprehensive warranty as per terms and conditions of the above referred RFP.

We also extend our back to back service support as per terms and conditions of the RFP to M/s _____ (Name of Bidder) for a period of seven years from the date of procurement.

List of software components along with level of support is as under.

Sl No	Software Component	License Type (Perpetual/ Perpetual and Enterprise License) *Provide exact type of license	Level of Support with details (e.g. Mission Critical/Business critical/24*7/Platinum/Gold etc)



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

(Add rows if required.)

We confirm and undertake that the proposed solution and components in respect of product(s) offered/supplied by us are technically validated, compatible and certified for fitness for purpose and LIC's technical and functional requirements.

Dated at _____ this _____ day of _____ 202

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company:



Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

Annexure-19: NEFT Mandate Form

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

PAYMENT DETAILS FOR ACCOUNT TRANSFER / RTGS

BENEFICIARY DETAILS: -

Name of the Firm:

1	IFSC No.	
2	Beneficiary Account No.	
3	Beneficiary Name	
4	Beneficiary Bank Name	
5	Branch/ Location	
6	Contact Person	
7	PAN Card No.	

Name & Signature of Authorized Signatory

Encl. Copy of cancelled cheque (CTS only) and PAN card

Annexure-20 : Performance Bank Guarantee

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Re: Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

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

(Hereinafter referred to as "LIC / you")

Whereas consequent to your **Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India** No _____ dated _____ you have issued a Purchase Order No. _____ dated _____ to M/s _____, having its central office at _____ (hereinafter referred to as "the Contractor") to *develop, implement and support name of software solution/service for the Corporation.*

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

And whereas, we, _____ Bank, having our branch office at _____ (hereinafter referred to as "the Guarantor") on the request of the Contractor hereby expressly and unreservedly undertake and Guarantee to pay to you, a sum not exceeding ` _____/- (Rupees _____ Only), being 10% of the value of the Purchase Order, in the event of any breach by the Contractor of the obligations under your said Purchase Order, or reasons attributable to the Contractor on account of the same. This unconditional and irrevocable Guarantee shall be limited to an amount not exceeding ` _____/- (Rupees _____ Only). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Contractor, we the Guarantor shall make the payment under this Guarantee to CORPORATION within 24 hours of receipt of written claim / demand.

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

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

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

Notwithstanding anything contained hereinabove, our liability under this unconditional and irrevocable Guarantee is restricted to ` _____/- (Rupees _____ Only).

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

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

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

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

Date:

Place:

For _____
(Branch and Bank)



Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

Annexure-21 : Earnest Money Deposit in the form of Bank Guarantee

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

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 (Supplier's Name and Address) _____ (hereinafter referred to as the "Supplier").

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Supplier, upto a total amount of Rs. _____ (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 6 months from the date of submission)

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

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

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 _____ 202_

Sealed and Signed by the Bank



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

Annexure-22 : Letter of Intent to perform as a Partner/Consultant
(On company letter head)

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

This form must be completed by all known Partners/Consultants and submitted with this RFP. The Bidder must submit Letter of Intent for all known Partners/Consultants at time of Bid submission.

1	To	:	Name of the Prime Bidder
2	From	:	Name of the Partner/Consultant
3	Contact Details	:	Address of Partner/Consultant
		:	Name of the Contact Person
		:	Title of the Contact Person
		:	Mobile No.
		:	Email Id
4	PAN	:	PAN
5	Service Tax Number	:	Service Tax Number
6	Registration Number	:	Registration Number
7	Nature of Entity	:	Nature of Entity

The undersigned is prepared to perform the following described work or services in connection with the aforesaid RFP

(Specify in detail the services to be performed or provided)

Sl No.	Description of Work
1	
2	
3	
4	



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

5

We hereby agree to abide by the General and SLA Terms & Conditions of this Bid being accepted by our partner/consultant M/s _____ (Prime Bidder for this Bid) with LIC.

(Prime Bidder)

(Partner/Consultant)

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of company

Annexure-23 : GENERAL USER GUIDE TO BIDDERS FOR E-PROCUREMENT PROCESS

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

CONTACT:

Helpdesk Nos.:

Phone: 080-40482100

Email Id: licetenderhelpdesk@gmail.com

Step 1

Registration Process

URL: www.tenderwizard.com/LIC

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

Step 2

Participation

Bidder should login with his USER ID and PASSWORD

After Successful entry into the application click on hyperlink “UnApplied”.

By clicking on hyperlink “UnApplied” you can see the latest tenders which are floated and other details relevant to tender.

On this screen (UnApplied) you will find various gif’s on the left hand side. Click on “Edit form” gif and see all the documents attached. Please download these documents and go through them.

Once you have gone through the entire tender document and you wish to participate in the tender click on “Re-request Tender Form” gif.

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

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

Note: -

- 1) You should not change the file name of any Excel file.
- 2) You should only key in the values in blue cells only.

Step 3

Tender Submission

EMD Submission & Form Fee submission: Click on “Click here to enter EMD Details”. Fill all the fields provided in that sheet and press on “Submit” button to submit the EMD details.

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

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

Reminder:

Technical bid and Commercial bid should be uploaded by using “Click here to Upload filled File”.

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

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

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

In the left hand menu click on Document Library, general document page will appear
Click on upload new file Button for uploading new document, upload sheet will appear
Select the file to be uploaded, enter the description and attachment name.

Click on Upload file

Repeat step 2 and 3 for uploading new files

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

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

Attachment of general document to a particular tender

Go to tender Documents screen of that particular tender

Go to [Click here to Attach General Documents](#) –Additional documents can be optionally Uploaded General Document Summary sheet will appear.

In General Document Summary screen select the file you want to attach and make necessary changes for Tender Stage and click Attach file button.

If you need to attach any new files for the tender follow Steps for uploading the Additional documents.

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

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

NOTE :

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

- A) Technical bid
- B) Commercial bid or Price bid
- C) Form Fee Details
- D) EMD Details

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

Step 4

Acknowledgement

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

STEP 5

OPENING

After the tender is opened at the stipulated date and time, the award details can be accessed in the OPENED/AWARDED stage.

To view the opened tenders click on the “Opened/Awarded” link then click on edit form to view your competitors bid sheets who participated with you and who are not disqualified.

Note:

If you do not get the submitted status and token number, contact tendering authority well in advance. DAE is not responsible for tender’s not received or submitted properly. Bidders are requested to undergo training and get their doubts clarified well in advance.

If any queries please contact DAE Office and if required, personal training would be given. Please feel free to contact if you have any clarifications regarding E-Tendering.

Annexure-24 Declaration by the Bidder

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

To,

The Executive Director (IT/SD),

Life Insurance Corporation of India,

Central Office, Information Technology Department,

JeevanSeva Annexe Building, 3rd Floor, South Wing,

Santacruz (W), S. V. Road, Mumbai - 400054

Dear Sir,

Re: Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

- a. Having examined Request for Proposal including all its Annexures, Appendices "the tender documents" the receipt of which is hereby duly acknowledged, we, the undersigned offer to procure and supply the items/services mentioned in the "Request for Proposal" in conformity with the said RFP Documents and in accordance with the schedule of Prices indicated in the Commercial Bid and made part of this Tender.
- b. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Documents.
- c. We agree to abide by this Tender Offer from date of Tender (Eligibility, Technical and Commercial Bid)/ opening and our offer shall remain binding on us and may be accepted by LIC at any time before expiry of the offer period.
- d. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- e. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- f. We certify that we have provided all the information requested by LIC in the format requested for. We also understand that LIC has the exclusive right to reject this offer in case LIC is of the opinion that the required information is not provided or is provided in a different format.
- g. The Bidder should certify that the contents of the CD's are the same as that provided by way of hard copy/soft copy.



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

- h. We agree to submit the hard copy of tenders (Eligibility, Technical and Commercial Bid) dully signed by authorized person, in case it is demanded by LIC.

Dated at _____ this _____ day of _____ 20__

Authorized Signatory Name:

Phone No. _____

Phone _____

Email _____



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

Annexure-25 Hardware Sizing for RPA Solution

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

Sl.No.	Components to be deployed	CORE	RAM	Storage	No. of Servers	Operating System
1						
2						
3						
4						
5						

Dated at _____ this _____ day of _____ 20____

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company:

Annexure-26 TECHNICAL BID EVALUATION MATRIX

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

Bids will be evaluated based on Technical bid evaluation criteria.

Stage A: Mandatory Technical Compliance.

It is mandatory for the bidder to compliance YES against all the technical specifications mentioned in Technical Annexure-9 to become eligible for stage B Technical Scoring.

Stage B: Technical Scoring (Only for those bidders qualifying Stage A).

Sl. No.	Evaluation Parameter	Maximum Marks	Details of Marks Calculation	Attachments/Necessary Documentary Evidence Proofs (to the satisfaction of LIC
1	Number of RPA Projects implemented (each project Rs 1 crore or more)	15	>5 (15 marks) 3-5 (10 marks) 3 (08 marks)	Details should be given in Annexure-27 along with the attested copies of Purchase Orders and Certificate/letter/mail from customers should be submitted. or the purchase orders if submitted should be attested by the Authorised Signatory or else a Certificate with the details duly signed by Authorized Signatory.
2	Number of BFSI References	15	>3 (15 marks) 2-3 (12 marks) 1 (08 marks)	Details should be given in Annexure-27 along with the attested copies of Purchase Orders and Certificate/letter/mail from customers should be submitted. Or the purchase orders if submitted should be attested by the Authorised Signatory or else a Certificate with the details duly signed by Authorized Signatory.
3	Experience of bidder in RPA solution implementation	10	>5 years (10 marks) 5 years (05 marks)	Certificate of Incorporation and documentary evidence showing bidder is in this business in India for number of years

4	Number of References from Life Insurance	05	Yes- 05 No- 0	Details should be given in Annexure-27 along with the attested copies of Purchase Orders and Certificate/letter/mail from customers should be submitted or the purchase orders if submitted should be attested by the Authorised Signatory or else a Certificate with the details duly signed by Authorized Signatory.
5	Compliance to all the Technical Specifications stated in Technical Annexure (Annexure-9) of RFP.	20	Complied to all Points – 20 marks Not Complied to all the Points – 0 marks	Technical Annexure (Annexure-9) submitted by Bidder. [The proposed solution should compliance all the specifications stated in Technical Annexure Annexure-9 to qualify for technical bid evaluation]
6	Total Number of Skilled Employees / Resources (in India) on Robotic Process Automation solution available for similar nature of project requirements	10	100+ (150marks) 50-100 (07 marks) 50 (05 marks)	Certificate from Head (HR) or company secretary or designated official of the bidder for number of technically qualified professionals on RPA employed by the bidder.
7	Technical Presentation & Product Demo- 1. Presentation based on the understanding of LIC's RFP requirements. The extent to which the plan for the implementation of the solution conforms to the requirements mentioned in the RFP. 2. Bidders' approach for formation of the	25	5 marks for each point.	Relevant Reference Documents

<p>Automation Solution/setup for LIC in terms of value delivery and Market leading technology differentiation capability.</p> <p>3. Methodology/Approach proposed for accomplishing the project, including integration and customization.</p> <p>4. Activities/tasks, project planning & implementation, resource planning, efforts estimate etc.</p> <p>5. Demonstration of on any one of the use cases that has been successfully implemented in any BFSI sector preferably in Life Insurance sector.</p>			
<p>Total</p>	<p>100</p>	<p>Qualifying Marks is 70</p>	

* Reference PO/ Work order Dates to be \geq 01.04.2018 and must be verifiable and implemented in India.

Note: Technical Score will be based on the documentary evidences submitted by the bidder. LIC reserves the right to verify the submissions.

- a) Eligible Shortlisted Bidders will be evaluated based on the Technical Scoring Criteria stated above. Only bidders scoring 70 or more will be considered to have qualified in the technical evaluation and shortlisted for further evaluation subject to provision stated below at clause (d).
- b) In case there is only one or two bidders having technical score of 70 or more, LIC at its sole discretion may consider the bidder/s with next highest technical score and qualify such Bidder/s so as to select

upto three Bidders on the basis of the top 3 scores, subject to clause (d) below provided such bidders score 60 or more.

- c) In case, none of the participating Bidders qualify on technical criteria of cut-off score of 70, then LIC , at its sole discretion, may qualify up-to three Bidders on the basis of the top 3 scores subject to clause (d) below provided such bidders score 60 or more.
- d) During technical evaluation scoring, LIC may consider eligible proposals in such a manner so as to get at least two participating OEMs representation for further evaluation. To enable this LIC may consider proposals securing score above 60 in such a manner that at least two participating OEMs get the opportunity for further evaluation. .

Example: OEM1 – Bidder1 (score 75), Bidder2 (69), Bidder 3 (68), Bidder4 (65), Bidder5 (60).
OEM2 – Bidder6 (68), Bidder7 (50).
OEM3 - Bidder8 (65).

In the above scenario, as per the provision, bidders with score of 68 and above will be taken up for further evaluation and demonstration i.e. Bidder1, Bidder2, Bidder3, Bidder6 will qualify for further evaluation.

- e) If in LIC's opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal or the proposed solution does not meet LIC's functional and technical requirement, then LIC may at its discretion reject the proposal of the bidder or not consider the proposal of the bidders securing marks below the cut off marks by way of relaxation as mentioned above.
- f) LIC reserves the right to call for any clarification, reference verifications, supporting documentary evidences from any / all bidder(s) during the evaluation of the bids. Such clarifications should be submitted only in writing. No other correspondence on bids will be entertained. LIC reserves the right to refer analysts' reports, benchmarks, specs/information available in public domain. LIC reserve the right to validate the claims/submission from the public domain / analysts' reports.
- g) 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, appliance specifications, feature and capabilities. LIC will refer to the product specification sheets, licenses offered, analyst reports and recommendations, SI/OEM's inputs/presentation for the conduct of normalisation of bid process.

After the normalization process, if LIC's technical evaluation team feels that any or all of the bids needs to be normalized and that such normalization has a bearing on the price bids, LIC may at its discretion ask any or all the technically short-listed Bidders, meeting the minimum level of eligibility and technical score to resubmit incrementally or totally the technical and indicative commercial bids once again for scrutiny. LIC can repeat this normalization process at every stage of technical submission or till LIC is satisfied. LIC in the



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

process of normalisation may seek the eligible bidders to revise the appliance technical specifications, features, capabilities, and licenses which may result in revision in the appliance version/model/licenses to meet the revised technical requirements.

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. The normalization exercise will be applicable to the bidders scoring the minimum technical cut-off score.

Annexure-27 Format for References (Against Annexure-26)

RFP Ref: LIC/CO/IT-SD/RFP/RPA/2023-24/01

Date: DD/MM/YYYY

Request for Proposal for Implementation of Robotic Process Automation in Life Insurance Corporation of India

M/s (OEM Name)

Bidders are required to provide details of relevant implementation in the format give below:

Important: Use separate sheet for each citation.

Sl. No	Particulars	Details	
1	OEM OEM Contact Person OEM Contact Mobile and Email		
2	Citation Serial Number	e.g. 1 of 5; 2 of 5 etc....	
3	Name of Project		
4	Name of the System Integrator for the Assignment		
5	Name of Client (Referenceable)		
6	Is the Client BFSI		
7	Address of Client		
8	Client Contact Person Name and Mobile/Tel No		
9	POs Value		
10	Project Start and End Dates	From :	To:

11	Outcome of the project : Whether completed or ongoing	
12	If ongoing: Which of the assignment has been accomplished? Which are in pipeline and ongoing. (e.g. Setup Completed, Under Implementation etc)	
13	Brief narrative description of Project	
14	How Assignments is relevant to current project (Similar Nature of Work).	
15	Nature of Workload Information	
	(i) Number of BOTS implemented	
	(ii) Number of Processes automated	
16 Attach work orders/ Relevant Documents		
17 Highlight the information which is relevant for LIC Project and needs consideration.		

Authorized Signature with seal (In full and initials):

Name and Title of Signatory:

Name of Bidder:

Address:

Location:

Date: