



**भारतीय जीवन बीमा निगम**  
**LIFE INSURANCE CORPORATION OF INDIA**

**Request for Proposal**

**Selection of System Integrator to establish  
Testing Center of Excellence for LIC**

**Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024**

**Life Insurance Corporation of India,  
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## 1. Definitions and Abbreviations

### 1.1 Definitions -

<b>LIC</b>	Means without limitation the “ <b>Life Insurance Corporation of India</b> ” (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act 31 of 1956) having its Central Office at “ <b>Yogakshema</b> ”, <b>Jeevan Bima Marg</b> , Mumbai 400 021
<b>Bidder/System Integrator</b>	An eligible Entity / Firm / Original Equipment Manufacturer/ Company submitting the Bid in response to this RFP.
<b>RFP</b>	Request for Proposal Ref: LIC/CO/IT-SD/eFEAP-NEXT/TCOE/23-24/01 Dated:28/03/2024 inclusive of any clarifications/corrigenda/addenda that may be issued by LIC.
<b>Bid</b>	The Bidder's written submissions in response to the RFP signed by Authorized signatory of the bidder.
<b>Agreement/Contract</b>	Any written contract between the Life Insurance Corporation of India and the successful bidder with respect to any/all deliverables or services contemplated by this RFP. Any Agreement shall be deemed to incorporate, as schedules, this RFP, all addenda/corrigenda issued by LIC, clarifications to the RFP, the Bid of the successful bidder and mutually agreed modifications thereto.
<b>Authorized Signatory</b>	The person authorized by the company's Board/ Managing Director/ Director for signing the bid documents on behalf of the company.
<b>Clarifications</b>	Means Addenda, corrigenda and clarifications to the RFP.
<b>Contract Price</b>	The grand total cost of the Successful Bidder after conclusion of Quality Cost Based Selection (QCBS).
<b>Concurrent Users</b>	Means the number of simultaneous users accessing the application at the same time. For the sake of removing any ambiguity, it is clarified that only those users who are actively using the application and not those users who are just logged in and are idle at the time of reckoning will be counted for this purpose.
<b>Deliverables and Services</b>	Means all services as per this RFP in general and scope of work specified in the RFP.
<b>Day</b>	Calendar Day.
<b>Default Notice</b>	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
<b>Mission critical support</b>	24/7 Onsite Support
<b>LAW</b>	Shall mean any Act, notification, byelaws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of any state or any other Government or regulatory authority including any Act of Parliament or of a State Legislature, Ordinances promulgated by the President under article 240, Bills



	enacted as President’s Act under sub-clause(a) of clause(1) of Article 375 of the Constitution and includes rules, regulations, bye laws and order issued or made there under.
<b>“Solution”/ “Services”/ “Work”/ “System”/ “IT System”</b>	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 vendor/Bidder covered under this RFP.
<b>Business Day/Working Day</b>	Shall be construed as a day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies or State Governments or Central Government of India as applicable to the concerned LIC office.
<b>Terms of Reference</b>	Means the section which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Bidder and expected results and deliverables of the assignment.
<b>‘Party’ and ‘Parties’</b>	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the Parties and individually as a Party.
<b>Requirements</b>	Shall mean statements which identify a necessary capability, characteristic, attribute or quality of a system and include schedules, details, description, and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP.
<b>Specifications</b>	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.
<b>Successful Bidder/ Selected Bidder</b>	Successful/Selected bidder after Quality cost Based Selection (QCBS).
<b>Timelines</b>	Wherever Timelines have been defined as days, weeks, months; they will mean calendar days, calendar weeks and calendar months.
<b>Vendor/Service Provider</b>	Selected Bidder as an outcome of the RFP with whom LIC signs the Contract.
<b>Date of acceptance</b>	The solution shall be deemed to have been accepted by LIC, subsequent to its commissioning, when all the activities as defined in the scope of work related to the acceptance of system have been successfully executed and completed and a certificate from LIC is obtained by the Bidder. The date of acceptance of the system will be the one stated in the Certificate issued in writing from LIC and duly signed by the authorized official of LIC.
<b>Specified Personnel</b>	Personnel deployed by the Bidder on the project to meet the requirements of the RFP within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan in response to this RFP.
<b>Acceptance of Tender</b>	Means the letter/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.

<b>Sign-off</b>	Issue of sign-off certificate by LIC after all the stated deliverables as per the RFP as completed.
<b>Total Contract Value/Total Cost of Ownership</b>	The total value of commercial bid made by the successful bidder.
<b>TCO @ NPV</b>	The sum of the present values of all the cash flows associated with the project. NPV will be calculated on the annual cash outflows. Discounting rate to be used: 10%.

## 1.2 Abbreviations –

Abbreviations	Description
#	Serial Number
AMC/ATS	Annual Maintenance Contract/ Annual Technical Support
BOM	Bill of Material
CD	Compact Disk
CO	Central Office, LIC
EMD	Earnest Money Deposit
GOI	Government of India
GST	Goods and Services Tax
HA	High Availability
INR	Indian Rupees
MS	Microsoft
NDA	Non-Disclosure Agreement
NEFT/RTGS	National Electronic funds Transfer/Real Time Gross Settlement
NOC	No Objection Certificate
MSME	Micro, Small & Medium Enterprises
SoW	Scope of Work
QCBS	Quality and Cost based Selection

Abbreviations	Description
PBG	Performance Bank Guarantee
PO	Purchase Order
PO VALUE	Purchase Order Value
POC	Proof Of Concept
RFP	Request for Proposal
RHEL	Red Hat Enterprise Linux
SP	Service Provider
SPOC	Single Point of Contact
TPS	Third Party Software
TCoE	Testing Center of Excellence
TCO	Total Cost of Ownership
MFA	Multi factor authentication
VM	Virtual Machines
SLA	Service Level Agreement
OEM	Original Equipment Manufacturer
RACI matrix	Responsible, Accountable, Consulted, Informed matrix
UAT	User Acceptance Testing
ISTQB	International Software Testing Qualifications Board

**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.

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

The Life Insurance Corporation of India (hereinafter referred to as “LIC” or “LICI”), a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (31 of 1956) and having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai –400021, hereby invites technically complete and commercially competitive proposals/sealed responses (hereinafter referred to as “Bids”), to this Request for Proposal (“RFP”) from eligible bidders for Selection of System Integrator to establish Testing Center of Excellence (TCoE) for LIC.

The participation should be from:

System Integrators providing Software/Testing Solution, Software/Testing Services, Support and Maintenance.

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 purpose behind this RFP is to lead to a technical and commercial proposal for Selection of System Integrator to establish Testing Center of Excellence for LIC.

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 of the Bidder in terms of services, deliverables, performance measures and outcomes, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the bidder.

Submission of the Bid shall be deemed to be 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.

### 2.2. Pre-Contract Integrity Pact

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

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

Bidders may refer:

[https://dtf.in/wp-content/files/CVC Circular dated 25.01.2022 -  
\\_Adoption and implementation of Integrity Pact -  
revision of eligibility criteria and process of nomination of Independent External Monitors.pdf](https://dtf.in/wp-content/files/CVC_Circular_dated_25.01.2022_-_Adoption_and_implementation_of_Integrity_Pact_-_revision_of_eligibility_criteria_and_process_of_nomination_of_Independent_External_Monitors.pdf) .

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

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

### 3. INSTRUCTIONS TO THE BIDDERS

#### 3.1. Activity Schedule

Refer Annexure-23 for Activity Schedule.

#### 3.2. Qualification Criteria

Participation in this bid is strictly for single legal entity and no consortium or joint venture is permitted. In case the OEM of a particular solution/component is participating in the RFP, It is to be ensured by OEM that the proposed solution/component is not quoted by any other bidder participating in the RFP.

#### 3.3. Terms and Conditions

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

#### 3.4. Cost of Bidding

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

#### 3.5. Relationship between LIC and the bidders

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

#### 3.6. Information provided in the RFP

1. 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.
2. 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.

3. 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.
4. 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.
5. LIC has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the work in order to submit viable Bids. However, LIC shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any corrigenda, nor of its being comprehensive or exhaustive. Nothing in this RFP or any corrigenda is 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.
6. 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.
7. 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.
8. 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.
9. 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 rightsto the Bidder.
10. This RFP supersedes and replaces any previous public documentation and communications, and Bidders should place noreliance on such communications.
11. Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non-complaint and theBid 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.

### 3.7. Bid Processing Fee

Eligible and interested bidders, except Micro and Small Enterprises (MSEs), shall submit the Bid Price (non-refundable) of Rs. 10,000/- + GST (Currently 18% GST). Total Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred Rupees Only) to Life Insurance Corporation of India using NEFT. Refer: Annexure-15 for LIC's Bank Account Details. Bidder should submit the UTR Receipt along with bid. The Bidder shall upload a scanned copy of the receipt evidencing payment of the Bid processing fee to LIC (with UTR transaction number, date of transaction) at the time of e-submission of the Bid.

Any bid submitted without Bid Processing Fee will be summarily rejected. However MSE bidders will be exempted from payment of bid processing fee if bidder furnishes requisite proof such as MSME/NSIC certificate subject to satisfaction of LIC.

If the RFP is cancelled or re-called on any grounds, the tender document fees will not be refunded to the agency.

### 3.8. Issue of Corrigendum

1. LIC will endeavor to provide timely response to all queries in utmost good faith. However, LIC at its discretion may choose not to respond to any query which is not under purview of this RFP.
2. 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. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on LIC'S website [www.licindia.in](http://www.licindia.in) under Tender section, Central Public Procurement Portal of GOI under the link <http://eprocure.gov.in.in/cppp/> and e-procurement website [www.tenderwizard.com/LIC](http://www.tenderwizard.com/LIC).
3. Any such corrigendum shall be deemed to be incorporated into this RFP.
4. 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.
5. Any change in the timelines as decided by LIC will be posted in LIC website, Central Public Procurement Portal of GOI and e-procurement website. The Bidders, in their own interest are requested to check all the Websites regularly to know the updates.

### 3.9. Responses to Pre-Bid queries, Meeting and clarifications

1. LIC shall hold a pre-bid meeting with the prospective bidders as stated in Activity Schedule.
2. Clarifications, if any, regarding the terms and 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 and time mentioned in the Activity Schedule. Thereafter, no representations/ queries will be entertained in this regard. Later on, if any issue(s) arise, LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.
3. LIC shall respond to the pre-bid queries received from the prospective bidders as stated in Activity Schedule. The Bidders will have to ensure that all their queries are submitted in one consolidated e-mail in a single excel sheet as per the format mentioned in 'Annexure-12' – Pre-Bid Queries Template, latest by the



date and time mentioned in the Activity Schedule.

4. The queries should necessarily be submitted to the email id mentioned in the Activity Schedule. The file size should not exceed 10 MB. No other form of communication shall be entertained.
5. 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.
6. Requests for clarification on telephone will not be entertained.
7. LIC may decide to accept any deviation at its discretion. However this will be done before submission of commercial bids.
8. 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.
9. The points mentioned above are entirely at LIC's discretion and decision of LIC in this matter will be final.

### **3.10. Earnest Money Deposit**

1. Bidders shall submit along with the bid, EMD of INR 50,00,000/- (Rupees Fifty Lac Only) in the form of unconditional and irrevocable Bank Guarantee (BG) as per the format given in **Annexure-16** (Bank Guarantee for E.M.D.). This should be executed by a Nationalized/ Scheduled Bank acceptable to LIC.
2. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate as part of eligibility criteria. Such bidders should submit duly filled Bid Security Declaration Form along instead of EMD as per **Annexure-16A**.
3. EMD shall be valid for a period of fifteen months from the date of release of RFP.
4. Non submission of EMD along with Eligibility Bid Document will disqualify the Bidder.
5. The EMD will not carry any interest.
6. The EMD of those Bidders, who do not qualify in the eligibility evaluation or technical evaluation, will be returned without interest after completion of RFP process.
7. The EMD will be refunded to the successful bidder after:
  - a. Acceptance of Purchase Order
  - b. Signing of the Contract(s)
  - c. Submission of required Performance Bank Guarantee (PBG)
8. The EMD submitted by the bidder may be forfeited in full or part, the bidder may be blacklisted and other action(s) may be taken against bidder if:
  - a. The bidder backs out of the RFP process after the last date and time for submission of bids.
  - b. The bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP.
  - c. The Bidder withdraws or amends its Bid during the period of Bid validity.

- d. The Bidder makes any written statement or encloses any form which turns out to be False/ incorrect at any time prior to signing of Contract; or
  - e. Bidder does not respond to requests for clarification of its Proposal.
  - f. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
  - g. The successful bidder does not accept the Purchase Order issued by LIC or fail to sign the Contract(s) within the time prescribed by LIC.
  - h. The Bidder qualifies in this RFP as a successful bidder but fails or refuses to fulfill his contractual obligations after the award of contract and in case the bidder has not submitted PBG.
  - i. In the case of a successful Bidder, the bidder qualifies and backs out of their quotes or, if the Bidder fails
    - to sign the Contract; or
    - to furnish unconditional and irrevocable bank Guarantee towards the Performance Guarantee as mentioned in this RFP or
    - to furnish Non-Disclosure Agreement (NDA) as per LIC's format (**Annexure-5**)
9. In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the shortlisted bidder who has been notified by LIC that its bid has been shortlisted. A Bidder granting the request will not be required nor permitted to modify its bid.
10. Bids submitted without EMD or EMD not submitted conforming to above criteria, will be treated as non-responsive and will be summarily rejected by LIC.

### **3.11. Instructions for Bid Submission**

- 1. The bidders are requested to refer to the e-tendering user manual - **Annexure-14** general instructions to bidders for bid submission/e-procurement process.
- 2. The submissions need to be made at the tendering portal on or before the time and date as stated in this RFP. The authorized signatories of the Bidder should sign on all pages of the proposal.
- 3. The following naming convention may be followed while submitting the document along with bid:
  - i. **A-<SerialNumberOfAnnexure>\_RFP-TCoE\_<HeadingOfAnnexure>\_<Company-Name-Abbreviation>**
  - i.e. **A-1\_RFP-TCoE\_Pre-Contract-integrity-Pact\_<Company-Name-Abbreviation>**
- 4. The attachments uploaded on e-procurement site should have clear indication/heading of Envelope to which the attachment belongs; the contents of different envelopes are to be attached separately.
- 5. The Bidder should submit their Bids along with required Annexures, Certificates and other required documents etc. as stated in the Section "**Eligibility Criteria**" and **Annexure-24** – Bid Documents Checklist in sealed envelopes in the following manner:

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

**“Envelope-I - Pre-Contract Integrity Pact, Bid Processing Fee, Earnest Money Deposit (EMD) for RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01, Dated: 28/03/2024, SUBMITTED (BY \_\_\_\_\_ Bidder’s Name)”**

- a. **Envelope-II: Eligibility Bid** –The Documents classified as Eligibility Bid should be submitted /uploaded and super-scribed as:

**“Envelope-II -- ELIGIBILITY BID FOR RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01, Dated: 28/03/2024 SUBMITTED BY\_\_\_\_(Bidder’s Name)”**.

- b. **Envelope-III: Technical Bid**- The documents classified as Technical Bid including the Technical Solution for the TCoE Solution as per the RFP conditions should be submitted / uploaded and super-scribed as:

**“Envelope-III -- TECHNICAL BID FOR RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01, Dated: 28/03/2024 SUBMITTED BY (Bidder’s Name)”**

- c. **Envelope-IV: Commercial Bid**- The Commercial Bid along with any other documents classified as Commercial Bid should be submitted / uploaded and super-scribed as:

**“Envelope-IV – COMMERCIAL BID FOR RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01, Dated: 28/03/2024 SUBMITTED BY (Bidder’s Name)”**

**For Documents Required for Bid Submission-- Refer Annexure-24 – Bid Documents Checklist.**

6. Please note that if the envelope/folder containing technical bid is found to contain commercial Bid also, then that bid will be rejected outright.
7. Please Note that Prices must not be indicated in the Technical Bid, failing which the Bid may be rejected.
8. The soft copies of the bid (all documents and Annexures submitted as a part of bid or called for by the LIC) must be serially numbered, duly signed and stamped on each page / digitally signed. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for an un-amended printed literature.
9. The bid will be treated as legally void and will be rejected if:
  - a. Bid is not signed by the duly authorized person; or
  - b. Bid submitted is unsigned or partially unsigned; or
  - c. An image of signature found pasted on pages instead of wet signature/digital signature; or
  - d. Pre-contract Integrity Pact (duly filled and signed), EMD/Bid Securing Declaration and Bid processing fee not enclosed or

- e. Bids are not submitted in respective envelopes as stipulated above.
10. By submitting a signed bid, the bidder's signatory certifies the following in connection with this RFP;
- a. The bidder's organization or an agent of the bidder's organization has arrived at the technical offer and prices in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition.
  - b. The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor.
  - c. No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
  - d. Participation in this RFP will mean that the bidder has accepted all terms and conditions and clauses of this RFP and subsequent modification(s) to this RFP, if any.
11. Ordinarily the bid shall contain no overwriting. **Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them.** Overwriting/correction in the commercial bids are not permitted and any such overwriting in commercial bid will lead to its rejection.
12. The specifications (Technical and Commercial Bids format) shall be submitted in the same spread sheets as per respective **Annexures**.
13. The indicative prices are to be quoted ONLY in the commercial bid.
14. The contents of the Soft copies submitted in the Digital Format to LIC and the contents of the soft copies submitted on e-procurement site shall be exactly the same. **If not, the BID MAY BE REJECTED.**
15. In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, penalty will be charged as per the provision of RFP.
16. During Technical Bid evaluation, if any deviation is observed, LIC may call for clarifications and may decide to accept any deviation at its discretion and decision of LIC in this matter will be final. However, this will be done before opening of commercial bids.
17. 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.
18. 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 10,000/- (Rupees Ten Thousand only) per violation will be charged. Upper cap for this penalty is Rs.1,00,000/- (Rupees One Lakh only).
19. During scrutiny of technical bid, if any technical specification/s of any item is/ are changed by mutual consent to meet LIC's 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/EFEAP- NEXT/TCOE/23-24/01, Dated: 28/03/2024.

### **3.12. Non-Disclosure Agreement (NDA)**

The bidder shall submit a duly notarized Non-Disclosure agreement on a stamp paper of INR 500/- (Rupees five hundred) Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

hundred only) or as per stamp duty payable in the respective state, as per the format given in **Annexure-5** duly signed by the Authorized Signatory of the Company.

### **3.13. Undertaking for Warranty, AMC, ATS and Quality Assurance**

The Bidder should submit an undertaking/ declaration on Company letterhead as per format given in **Annexure-6** 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 / solution provider:

1. All professional services necessary to successfully implement the proposed TCoE Solution will be part of the RFP/contract. These services include but are not limited to Project Management, Training, Deployment methodologies etc.
2. Bidders should ensure that their key personnel with relevant skill-sets are made available to LIC.
3. Bidder should ensure that the quality of methodologies for delivering the services adhere to quality standards/timelines stipulated therefore.
4. 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.
5. Bidder shall provide maintenance support for the Solution over the entire period of contract as per the terms and conditions specified in the RFP.
6. 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 TCoE 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 TCoE 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 TCoE Solution, which, under normal and proper use and maintenance thereof, proves defective in design, 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 TCoE 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. The Bidder shall provide services of an expert engineer at Data Centers or at any other locations whenever

required. In case of failure of TCoE Solution, the Bidder shall ensure that TCoE 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/selected bidder. The selected bidder 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, selected bidder will ensure that protection is 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.

#### **3.14. 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 Hindu-Arabic Numerals.

#### **3.15. Bid Currencies**

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

#### **3.16. Arithmetical errors**

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

#### **3.17. Assumptions / Deviations**

The bidder may provide assumptions / deviations on technical only to the contents of this RFP document at the time of submission of the Bid in envelope containing the Technical Bid. The Bid Evaluation Committee would evaluate and reclassify them as "material deviation" or "non-material deviation". In case of material assumption / deviation, the committee may decide to monetize their value, which has to be added to the price bid submitted by the bidder, or reject the bid, prior to announcement of technical result. The bidders would be informed in writing on the committee's decision on the assumptions/deviations, prior to announcement of technical scores. The bidder would not be allowed to withdraw the assumptions / deviations at this stage. No

correspondence in this matter will be entertained. In case of non-material assumptions / deviations, the same would form a part of the Bid and the Contract.

### **3.18. Clarification on Bids**

During evaluation of bids, if any deviation is observed, LIC may, at its discretion, ask the Bidder for clarifications on its bid. The request for clarification and the response shall be in writing. 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. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final

### **3.19. Modification and Withdrawal of the Bids**

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

### **3.20. Compliant Bids / Completeness of Response**

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

1. Bid with insufficient information to permit a thorough analysis may be rejected.
2. Rejection of non-compliant bid:
  - a. LIC reserves the right to reject any or all bids on the basis of any deviation(s).
  - b. Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.
  - c. 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 requirement of the bid in the best interest of LIC.
3. 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.
4. Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/modify any of the requirements of the bid in the best interests of LIC.

### **3.21. Bid Validity Period**

Bids shall remain valid for 240 days after the date of Opening of Commercial Bids, in the Activity Schedule.

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

However, LIC reserves the right to seek bidder's consent for extension of the period of validity any time before the expiry of validity period as stated above. The request and the response thereto shall be made in writing and the validity period will be suitably extended by the bidder. Such extension will not require modification of the bids already submitted.

### **3.22. Late Bids**

Bids received after the date and time specified in the Activity Schedule will not be considered and will be

rejected. LIC may, at its sole discretion change the date/time of submission and LIC's decision in this matter will be final.

### **3.23. Procedure for opening of the bids**

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

1. The date and Venue of the opening of the **Bids** shall be as per the Activity Schedule.
2. The Pre-Contract Integrity Pact, EMD, Eligibility Bid, Technical Bid and Commercial Bid shall be opened as stated in the activity schedule.
3. The bids opening will be done online and the bidders who wish to participate in the bid opening, needs to send a request at least one day prior in the email address for correspondence mentioned in the Activity Schedule.

### **3.24. Evaluation of Bids**

Process of evaluation will be in following stages:

1. The Eligibility of the bidders shall be duly scrutinized and evaluated and clarifications (if any) sought.
2. Eligible Bidders will be shortlisted for further process after the Eligibility Bid Evaluation.
3. Technical bids of the shortlisted bidders will be evaluated and eligible bidders will be shortlisted for further process after technical bid evaluation.
4. LIC may ask the shortlisted bidders to conduct POC and further shortlist bidders who successfully demonstrate POC for further process.
5. Commercial bid of the shortlisted bidders will be opened and the successful bidder will be shortlisted through Quality Cost Based Selection (QCBS) process.

### **3.25. Right to accept any bid and to reject any or all Bid(s)**

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

### **3.26. Final Bid**

The Commercial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder's representatives.

If the prices discovered are felt to be unrealistic for the products offered or beyond LICs budget estimates, to give a fair chance to the bidder, LIC may call the bidder along with the OEM for a price negotiation. Post this only, the commercial bid process will be termed as complete.



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.

### **3.27. Notification of award**

After Quality Cost Selection Process (QCBS), 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.

## 4. SCOPE OF WORK

This section outlines the specific tasks, deliverables, and requirements expected from the prospective bidders and contains a detailed description of the project or services to be performed by the selected bidder.

### 4.1. Purpose of Project

Life Insurance Corporation of India intends to establish a Testing Center of Excellence (TCoE) to centralize testing services that supports the entire organization. The proposed solution for TCoE establishment should consist of testing specialists, standardized testing processes, metrics, tools and infrastructure to achieve the highest standard of excellence in testing functions.

The proposal should leverage the power of centralization and standardization. The proposed solution should also include assessment, planning, impact analysis, objective setting, tools selection and organizational adjustments.

### 4.2. Objective of Project

1. Set up a Testing Centre of Excellence using the build, operate, and transfer model to cater to various software testing requirements of LIC and Comprehensive Quality Assurance.
2. Design and implement a comprehensive TCoE framework that includes team structure, methods and practices, capabilities, tools and technologies, and overall governance.
3. Implement structured, business driven test management approach, including flexible and agile testing techniques.
4. Set up and maintain the best in class technology for software and testing services infrastructure including test environments.
5. Evaluate and deploy required and qualified testing resources to cater to all testing requirements.
6. Improve QA processes through continuous innovation, short evaluation cycles and provide realistic 'how to' recommendations for every phase of the transition.
7. Quantify the success of the TCoE against metrics.
8. Implementing Efficient Automation solutions incorporating AI/ML capabilities.
9. Implement quality engineering services focusing on the overall quality and reliability of an application throughout the development cycle to prevent defects, improve the process and enhance the user experience.
10. Leveraging industry expertise to enhance testing practices.
11. Implementing Risk Governance measures to mitigate potential risks.

### 4.3. Current Status

#### 1. In Scope applications:

- a. Core Insurance Application (Java Web based/Cobol application) which includes all functionalities starting from procurement of business to claim settlement, accounting, servicing, intermediaries, employee benefits etc. These applications are deployed in multiple instances.
- b. Internet facing portal Applications (Web based application) for customers, intermediaries etc.
- c. Mobile Applications
- d. API based systems
- e. Any other application

2. Dedicated testing team for core insurance application with domain knowledge about application but limited expertise in industry standard testing tools.
3. Dedicated testing cloud for various functional and integration testing requirement of Core Insurance Application.
4. Few high level Documentation regarding various functionalities and features are available.
5. Some Test scenarios for few functionalities are available, however dedicated test repository is not available.
6. Limited performance testing is being conducted.
7. The TCoE may utilize the existing documents and expertise, however it is the responsibility of bidder to develop and implement TCoE framework from scratch without expecting any inputs or pre-requisites from LIC.

#### 4.4. Higher level scope of work

The higher level scope stated below is indicative for high level deliverables however LIC has discretion to avail the testing services as per the requirements.

##### 4.4.1. General Requirements

The selected bidder needs to fulfill the following general requirements:

1. Establish a TCoE to address diverse software requirements of various applications of LIC.
2. Implement and oversee the TCoE Framework, including well-defined testing processes, a proficient team with relevant skills and experience, and state-of-the-art technology and tools.
3. Provide cutting-edge technology and tools, incorporating AI/ML capabilities, to meet varied testing needs.
4. Implement and manage software tools and technology solutions for overseeing the entire Software Testing Lifecycle, accommodating both agile and traditional projects.
5. Integrate with all the third party service providers of LIC for implementation and operating the TCoE.
6. Formulate and lead a self-reliant testing team capable of developing and testing use cases for all existing and future LIC business requirements.
7. Effectively manage the entire TCoE environment throughout the project duration.
8. Implement Efficient Automation solutions incorporating AI/ML capabilities.

##### 4.4.2. Project Roadmap

The selected bidder needs to conduct the following as part of project roadmap:

1. Conduct detailed Current State Analysis with thorough evaluation of LIC's current testing environment.
2. Conduct Future State Envisioning as well as Develop and Design the TCoE roadmap for LIC.
3. Submit as part of technical Bid an overview of Project Management approach of the proposed product.
4. Submit Updated escalation matrix to LIC once in each quarter and each time the matrix gets changed.
5. Finalize the approach for phase wise TCoE maturity goals to achieve automation for various processes.
6. Provide recommendations to enhance testing processes and include more and more processes into TCoE.
7. Implement recommended improvements including providing training and facilitating processes to integrate

with existing workflow.

8. Define relevant metrics and key performance indicators.
9. Establish centralized web based monitoring system.
10. Provide ongoing support to maintain TCoE Setup.
11. Reduce the amount of manual testing progressively and by the end of year two, almost all testing should be converted to automated testing. The manpower resource requirement for manual testing should also reduce proportionately over the period.
12. Maximize utilization of AI/ML capability should be incorporated in the automated testing process. The use of AI/ML should also increase progressively.

#### 4.4.3. Software and Tools

1. The bidder is required to select an appropriate suite of software testing tools, encompassing options from open source, paid, free, premium, or enterprise categories. The bidder should also procure and provide these tools to LIC, presenting a comparative analysis of their features.
2. All software/tool licenses/subscriptions should be user/application based.
3. All the software/tool licenses/subscriptions should be in the name of LIC.
4. Bidder must ensure that proposed/used software/tools while setting up TCoE are not locked with the selected bidder and LIC should be able to use these software/tools independent of the status of the contract with the selected bidder.
5. Bidder needs to compulsorily propose both open source and paid tools for each type of software in commercial annexure. LIC at its discretion will ask to the selected bidder to provide either open source or paid tools or both for any type of software as per requirement.
6. As per the future requirements of the software/tool, LIC may purchase quoted/ additional licenses/subscriptions of the paid software as and when required during project period on the same quoted rates throughout the contract period.
7. For the open source software being proposed for Testing, selected bidder will be responsible to provide active support/service and ensure that these tools are in agreement with the security policy of LIC. Bidder will have to replace any proposed open source tool with a different open source tool if LIC is not satisfied with the performance after deployment.
8. The proposed software/tools should be compatible with both public cloud and on-premise infrastructure. However, the software/tools proposed by bidder should not have any dependency on any public cloud infrastructure.
9. The software and tools proposed should be able to integrate seamlessly with various in scope applications, tools/software used in these applications and its underlying dependencies. The software and tools proposed should also be able to integrate seamlessly with existing tools like IDE, Code Repository, CI/CD tools etc of LIC.
10. The software/tools should meet the objectives and roadmap of the RFP including the performance, automation, AI/ML capabilities etc.
11. Following tools/software need to be provisioned by the bidder:-
  - i) Test Management/ Test Ops Software:- To Manage the entire test activities under TCOE (Manual, Performance, API etc) from User story creation, test case creation, execution etc. Real - Time Dashboard for TCOE Metrics & Project Metrics.
  - ii) Test Automation Suite (Web, Desktop, Mobile):- Test automation suite for Desktop, Web, Mobile etc.
  - iii) API Testing:- API Testing and automation tool.
  - iv) Performance Testing Software (along with load injector):- Performance Management along with Load simulation tools for benchmarking and endurance testing.
  - v) Application Performance Monitoring:- Monitor Performance of software to quickly identify performance bottlenecks in testing environment.

- vi) Defect Management Software:- Defect reporting and management tool.
- vii) Other Software/Tools(If required):- Other Software including OS/DB etc for the TCoE setup creation.

#### 4.4.5. Infrastructure

1. The hardware / VMs using vCPUs will be provided by LIC in its own private cloud to the bidder for setting up the infrastructure. The software/tools proposed by bidder should be compatible to this and will be implemented in this infrastructure.
2. The required infrastructure components for operating the hardware including network connectivity, backup, infrastructure monitoring, PAM solution for secured access will be provided by LIC.
3. The Bidder is required to size the infrastructure required for setting up TCoE for LIC. Bidder should provide the required hardware sizing as part of their technical solution in the template provided in **Annexure-10**.
4. LIC will provide only RHEL OS and MySql Database licenses to bidder in case the same are part of the proposed solution. All other software / tools/ OS / database etc proposed for TCoE setup are to be procured by bidder.
5. The TCoE infrastructure should have DC/DR architecture with comprehensive Business Continuity Plan (BCP).
6. The entire scope of work, including implementation, setup, customization, configuration, and ongoing maintenance of the TCoE setup falls under the responsibility of the bidder.
7. It is the responsibility of bidder to propose required hardware sizing for TCoE. In cases where the performance /service levels are not met, the bidder needs to do undertake necessary upgrades/replacements of tools without any additional cost.
8. 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 the LIC all releases/version changes.
9. Bidder shall obtain a written permission from the 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.
10. 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.
11. 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.

#### 4.4.6. Various types of Testing and Test Case creation

1. The TCoE model embodies the following key characteristics, which collectively contribute to operational efficiency and cater to the specific needs of a large insurance company like LIC:
  - a) **Process:** Defined testing processes and methodologies tailored to LIC's requirements, ensuring consistency, repeatability, and compliance with industry standards.
  - b) **People:** Skilled and experienced testing professionals equipped with domain knowledge and expertise in testing practices, capable of adapting to the dynamic business operations and complex software systems inherent in LIC's environment.
  - c) **Technology:** Utilization of cutting-edge testing tools and technologies to streamline testing activities, enhance efficiency, and address the diverse needs of LIC's multiple products and services.
2. Bidder is required to undertake all testing tasks from the beginning of any requirement, render requisite services and adhere to the testing standards.
3. Bidder is required to arrive independently at testing methodology based on industry acceptable standards and best practices and identify all required types of testing.

4. Bidder should be proficient in all types of testing and should have experts in their team to handle various testing methodologies like agile, devops etc.
5. While doing walkthrough of the application, the bidder must develop application functionality document along with the activity, if the same is already not available or not up-to-date. Bidder is required to prepare all documentations for all types of testing like Business Requirement Documents (BRD), Functional Requirement Documents (FRD) etc for all the functions being tested for any application.
6. Indicative list of Various types of testing to be conducted are as follows:

**A. Functional Testing:**

- a) Integration Testing
- b) End to End testing
- c) Regression Testing
- e) Business Workflow Testing
- f) Negative Testing
- g) User Profile Testing
- h) Multi Browser Testing
- i) Static Testing
- j) Automation Testing
- k) Smoke Testing
- l) Critical Path Testing
- m) Extended Testing
- n) Sanity Testing
- o) Desktop UI Testing
- p) Mobile UI Testing
- q) API Testing
- r) Acceptance Testing
- s) Production Testing

**B. Non-Functional Testing:**

- a) Performance Testing
- b) Load & Stress Testing
- c) Scalability Testing
- d) Breakpoint testing
- e) Resiliency Testing
- f) System Integration Testing
- g) Synchronous Testing
- h) Bandwidth Throttle Testing
- i) Usability Testing
- j) Benchmark Testing
- k) Ageing Testing
- l) Accessibility Testing
- m) Failover Testing
- n) Data Migration Testing
- o) Portability Testing
- p) Compatibility Testing
- q) Endurance Testing
- r) Spike Testing
- s) Configuration Testing
- t) Localization Testing

- u) SOAK Testing
- v) Sustainability Testing
- w) Volume Testing

**C. DevOps Testing**

**D. Cloud migration testing**

**E. Test Management Operations**

7. Test cases for all testing requirements are to be created by selected bidder.
8. The test cases are to be maintained, upgraded, modified and replaced as per requirements.
9. Test case repository is to be created and maintained for all types of test scenarios.
10. All available test cases with the bidder, which can be reused in LIC should be included in LIC's test Case Repository by the bidder.
11. Complete documentations of test cases, Test reports, scripts and test scenarios are to be maintained.
12. Approval process flow of test cases and scripts should be developed and implemented by selected bidder.
13. Test cases for both manual and automated tests are to be developed and maintained by selected bidder.
14. For Mobile Application Testing, bidder will be responsible for arranging Mobile devices with all types of OS(including Android, IOS etc)/ all types of make-Model with current + 2 previous major versions of Mobile Operating systems. The monthly rental cost for Mobile devices may be quoted by the bidder in commercial annexure.
15. Following high level steps are to be completed for each test functionality, these steps may be fine-tuned to improve its effectiveness during implementation:
  - a. Test planning of various applications and modules
  - b. Functional Requirement document(FRD), Business Requirement Documentation (BRD) creation for each functionality of various applications
  - c. Test case preparation and Implementation of requirements to test case traceability matrix
  - d. Test case design
  - e. Test case execution
  - f. Test execution reports
  - g. Test case documentation
  - h. Test matrices and trend and defect analysis
  - i. Testing activity coordination and reporting
  - j. Centralized Testing dashboard
  - k. Defect reporting and retest after resolution
  - l. Test script creation for automation including AI/ML implementation
  - m. Test data preparation
  - n. Facilities to review and sign-off
  - o. SLA related reports and matrices
  - p. Service improvement plan
  - q. Upgrade/enhance software/tools and processes deployed at TCoE.
  - r. Implementation of industry standard data management including data encryption and other security standards for test case repository and TCoE data.

**4.4.7. Facility management Resource Requirement**

1. The Onsite location for TCoE will be established at any major cities of India by LIC. The actual location will  
Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

intimated by LIC to the successful bidder.

2. Bidders should provide its resources to LIC for setting up and operate TCoE during contract period under rate contract for a period of 5 years.
3. Selected bidder should make resources available as may be required for the successful completion of the entire assignment at discovered prices. These resources will work with team of LIC for successfully operating TCoE. The TCoE team will comprise of a combination of core and flexi team of the successful bidder.
4. A core team consisting of a group of dedicated and specialized individuals who are permanently assigned to the TCoE. The bidder must ensure to retain the key personnel of the core team so that the operations are not adversely impacted due to transfer/transition of core team members. Members of core team are required to be deployed by the bidder immediately after approval from LIC during TCoE implementation and go-live.
5. A Flexi team comprising of individuals who may not be permanently assigned to the TCoE but can be allocated to testing projects as needed.
6. The Core team and Flexi team will comprise of resources as under. LIC may alter the type and size of the teams at its discretion:

**Core Team:**

Core Team	Sl.no.	Resources	No of Resources
	1	Project Manager /TCoE Lead	As per requirement
	2	Test/Quality Lead	As per requirement
	3	Test Architect (Automation)	As per requirement
	4	Sr. SW Test Engineer (Automation)	As per requirement
	5	Sr. SW Test Engineer	As per requirement
	6	Jr. SW Test Engineer	As per requirement
	7	Jr. SW Test Engineer (Automation)	As per requirement
	8	Subject Matter Expert / Business Analyst	As per requirement
	9	Test Environment Support Engineer	As per requirement

**Flexi Team:**

Flexi Team	Sl.no.	Resources	No of Resources
	1	Sr. SW Test Engineer	As per requirement
	2	Sr. performance test engineer	As per requirement
	3	Sr. SW Test Engineer (Automation)	As per requirement
	4	Jr. SW Test Engineer	As per requirement
	5	Jr. Performance Test Engineer	As per requirement
	6	Jr. SW Test Engineer (Automation)	As per requirement
	7	Subject Matter expert / Business Analyst	As per requirement



7. The actual strength of the core team will be reviewed and decided by LIC and bidder needs to make provision for deployment of those resources accordingly as per the quoted rates.
8. As per ongoing requirement, the flexi team will be reviewed/ decided continuously and the Flexi team may be deployed onsite or offsite as decided by LIC and the bidder will make provision for deployment of those resources accordingly as per the quoted rates.
9. The strength/ratio of onsite or offsite resources will be decided by LIC based on requirement and this ratio will not have any cost impact on LIC. For offsite resources (if any), bidder should maintain a dedicated control room in their premises for dedicated resources for LIC only.
10. LIC also reserves the right to ask bidder to change resources based on the performance of the resources.
11. The bidder must align capable & sufficient resources for this project to handle all agreed assignments on time and with quality not only all in-scope assignments, and also accommodating new requirements that may arise dynamically during contract period.
12. The bidder's implementation team should be well-versed in all the product features, configuring them for optimal utilization and demonstrating all functionalities to LIC's team.
13. The technical resources should be competent to handle/ develop/ integrate/ implement/test applications on the proposed platform within LIC's stipulated time. The Onsite Engineer should have the complete knowledge of the technologies relevant for the job assigned to him.
14. Onsite resources are required to create all types of documents and to perform UAT, preparation of test cases, support, monitoring, certification, implementation, reporting, coordination with LIC's team/s, Patch Installation, Audit compliance, IT industry best practices/VAPT closures, vulnerability assessment, any other statutory compliance, day to day MIS reports, Regulatory reports, assist/conduct DR Drill, Database support, Business-as-usual support, and post Go-live support etc. These activities are illustrative and the exact requirement may not be limited only to these activities.
15. Resources deployed must work in coordination and collaboration with the LIC teams, application vendors and other stakeholders.
16. Bidder needs to propose dedicated resources for the project. The resources to be deployed should be on Bidder's payroll. The bidder will be responsible for governance and all actions of the resources.
17. Bidder needs to provide the Bio-data/Resume along with required certificates (confirming his / her experience, education qualification, Identity, address etc.) of those resources who will be deployed for this project.
18. Bidder needs to submit KYE (Know your Employee) declaration form Annexure-25 in company letter head signed by authorized signatory stating all the Resources (both on-site and off-site) deployed/to be deployed on LIC's projects have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
19. The Bidder is responsible for resource's background check and must give a confirmation to LIC for having completed the same and it is satisfactory.
20. The resource proposed by the bidder may be called for an interview by LIC and the resource will be part of TCoE project only if he/she is found suitable by LIC. LIC has to be informed two months in advance in case any resources of the core team stationed onsite/offsite is moving out after resignation/Termination/Superannuation/VRS. Placement of new resources has to be made 1 month before the date of the discharge of the resource leaving the Organization. The Person leaving the Organization should do proper hand-holding and Knowledge Transfer to new person for one month without any cost to LIC.
21. It should be ensured by the Bidder that the old professional (professional quitting the project) hands over all responsibility to new professional including all information that ensures smooth functioning of LIC's requirement.
22. The Bidder is responsible to ensure that there is no interruption in service, or delaying of committed timelines, due to unavailability of resources, at any time.
23. The Bidder must have a clear BCP for the resources deployed in this project and to give confirmation to LIC in this regard to ensure uninterrupted resource availability during the contract period.

24. Human resources allocated to the project need to be consistently available to the LIC for the duration of the engagement.
25. The Working hour per day will be 8 hours excluding lunch and other breaks. Payment for the particular resources will be made only if the resources deployed completes the minimum work hour defined per day. LIC's decision in this case will be final.
26. Timing of working hours for the resources will be finalized as per LIC's requirement and no deviation from the service provider will be entertained. The timing may be in shifts and changed at LIC's discretion. During the implementation phase, critical testing, planned activity and emergency period, resources may even have to be deployed 24x7 depending upon LIC's requirement as per the quoted rates.

**RESOURCE PROFILE:**

Kindly refer **Section-5** of RFP for details Resource Profile.

**4.4.8. Documentation and Training**

The Bidder should provide the following documentation:

<b>Document Type</b>	<b>Description</b>
<b>Project Proposal</b>	Detailed proposal outlining the approach, methodologies, tools, and technologies to be used for setting up the TCoE and implementing the TCoE framework.
<b>Project Plan</b>	A document that outlines the timeline, milestones, resource allocation, and scheduling of tasks for the entire project.
<b>Design Documents</b>	Detailed designs including architecture diagrams, data flow diagrams, and system integration schemas relevant to the TCoE implementation.
<b>Standard Operating Procedures (SOPs), Business Requirement Documents(BRDs) and Functional Requirement Documents (FRDs)</b>	Documented procedures for all testing processes and operations within the TCoE, ensuring consistency and quality of testing activities.
<b>Test Strategy</b>	A high-level document that outlines the testing approach, objectives, resources, schedule, and scope of testing activities.
<b>Test Plans</b>	Detailed plans that describe the scope, approach, resources, and schedule of intended test activities, including test environments and tools.
<b>Test Cases Documentation</b>	Comprehensive documentation of all test cases, including input data, execution steps, expected results,

	and actual results.
<b>Test Scripts</b>	Automated test scripts for regression, performance, and other types of testing, as applicable.
<b>Risk Management Plan</b>	Identification of potential risks, their impact, and mitigation strategies specific to the TCoE setup processes.
<b>Business Continuity Plan</b>	Document stating the steps taken to face potential disruption and set recovery priorities.
<b>Quality Assurance Plan</b>	Document outlining the quality standards, assurance activities, and metrics for evaluating the effectiveness of the TCoE and TCoE framework.
<b>Configuration Management Plan</b>	Guidelines and procedures for managing changes in the testing environment, including software versions, hardware, and test data.
<b>Training Materials</b>	Materials for training the LIC staff on the new TCoE operations, TCoE processes, tools, and technologies implemented.
<b>Performance Metrics and Reporting Guidelines</b>	Key performance indicators (KPIs) for the TCoE, along with formats and schedules for reporting on testing activities, results, and quality metrics.
<b>Maintenance and Support Plan</b>	Details on the post-implementation support, maintenance plan for the TCoE, framework, including issue resolution, upgrades, and continuous improvement processes.

To ensure the effective operation and management of the Testing Center of Excellence (TCoE), the selected bidder should provide a comprehensive training to LIC employees as part of the engagement. Below is an outline for a training schedule that covers essential areas, skills, and knowledge required for LIC staff including but not limited to the following topics:.

1. Introduction to TCoE Framework
2. Tools and Technologies Overview
3. Testing Methodologies used in TCoE
4. TCoE Governance and Reporting
5. Advanced Testing Techniques
6. Workshop and discussion of real-world case studies.

#### 4.4.9. Key deliverables

High Level list of deliverables expected from the service provider is given below.

1. TCOE maturity assessment report.
2. TCOE roadmap and maturity goals document.
3. Recommendations for testing process improvements.
4. Initial documentation creation for various functionalities being tested
5. Training materials and documentation.
6. Metrics and KPI framework for measuring TCOE performance.
7. Testing Roadmap and refining the existing testing strategy
8. Selection of appropriate software testing tools.
9. Testing planning for various applications
10. Providing technical and non-technical resources for various testing projects
11. Test Plan, Case Preparation for planned testing
12. Requirement to Test Case Traceability Matrix
13. Test case Design
14. Test case Execution
15. Test Execution Reports
16. Test case documentation including BRD, FRD.
17. Testing Metrics Collection, Trend Analysis and Defect Leakage reports
18. Testing Activities coordination and Reporting
19. Testing Dashboard preparation
20. Defect Reporting and retesting on resolution
21. Test Scripts (in case of automation)
22. Test Data preparation
23. Data Management and encryption along with industry standard security of data
24. Facilitate for review & signed-off of testing artifacts.
25. Service Improvement Plan
26. Upgrade/ Enhancements/ Bug Fixes for Software/Solution deployed as part of TCoE

## 5. TCOE RESOURCE PROFILE

SI. NO	ROLE	RESPONSIBILITY	EXPERIENCE	QUALIFICATION
1.	Project Manager/ TCOE Lead	<ul style="list-style-type: none"> <li>a. Will be responsible for the overall delivery of the project.</li> <li>b. Should be a single point of contact for LIC and act as a primary interface to LIC for all matters that can affect the baseline, &amp; schedule.</li> <li>c. Implementation of the Testing process as defined &amp; identified in the RFP document.</li> <li>d. Provide escalation to Bidder's senior management if required.</li> <li>e. Conduct regularly Scheduled project status meetings.</li> <li>f. Provide hardware specifications, software, Automation tools requirement and specifications.</li> <li>g. Review the Patching and upgradation of the software and automation tools as and when the OEM releases.</li> <li>h. Prepare Test Strategy Document and get sign off.</li> <li>i. Review Business Scenarios and High-level test conditions.</li> <li>j. Prepare Test Closure Report, Defect Analysis Report, Status reports and MIS reports.</li> <li>k. Update the daily activities In Daily Status Report and "PMO tool" at the end of the day.</li> <li>l. Responsible for preparation and delivery of all periodic reports/ documents relating to the projects being delivered.</li> <li>m. Other Industry Standard tasks for this particular job profile.</li> <li>n. Any other activities as specified by LIC.</li> </ul>	More than 15 + years' experience as TCoE Lead or Project Manager delivering IT transformation projects preferably with BFSI Clients.	Should have passed B.E./ B.Tech/ M.Tech in any stream OR M.Sc.(IT)/ MCA or equivalent degree From any recognized College/ University duly approved by AICTE.
2.	Test /Quality Lead	<ul style="list-style-type: none"> <li>a. Effort estimation For Preparing Proposals.</li> <li>b. Understanding the Application and Allocation of work and Responsibility.</li> <li>c. Review the Module Presentation.</li> <li>d. Review the Clarification document.</li> </ul>	7+ Years of Experience as a Test lead	a. Should have passed B.E./ B.Tech/

SI. NO	ROLE	RESPONSIBILITY	EXPERIENCE	QUALIFICATION
		<ul style="list-style-type: none"> <li>e. Prepare Test Strategy Document and get sign off.</li> <li>f. Project Co-ordination/Monitor Test Execution.</li> <li>g. Coordinate with the testing team to develop performance test plans and cases.</li> <li>h. Analyze the test results and coordinate with the development teams for bug fixes.</li> <li>i. Review Business Scenarios and High-level test conditions</li> <li>j. Prepare Defect Analysis Report.</li> <li>k. Prepare test summary reports, Status reports and MIS reports for management review.</li> <li>l. Analyze the underlying causes of performance issues and provide corrective action.</li> <li>m. Help in project planning, scheduling, budget and tracking activities.</li> <li>n. Provide assistance in project design, development and deployment activities.</li> <li>o. Develop an automated test scenario and environment for performance testing.</li> <li>p. Review and recommend Improvements in existing test procedures.</li> <li>q. Prepare Test Closure Report.</li> <li>r. Update the daily activities In Daily Status Report and "PMO tool" at the end of the day.</li> <li>s. Ensuring that the correct status of the testing for the day is communicated to the Project Manager of TCOE lead.</li> <li>t. Responsible for Project closure.</li> <li>u. Other Industry Standard tasks for this particular job profile.</li> <li>v. Any other activities as specified by LIC</li> </ul>		<p>M.Tech in any stream OR M.Sc.(IT)/MCA /B.Sc(IT)/BCA or equivalent degree from any recognized College/ University duly approved by AICTE.</p> <p>b.Should have passed ISTQB core Foundation Level or its equivalent.</p>
3.	Senior Software Test Engineer (Automation)	<ul style="list-style-type: none"> <li>a. Selection or identification of test cases for automation and creating an automation test plan.</li> <li>b. Applying, Designing and Testing Automation Strategy Document.</li> <li>c. Automation framework design and implementation according to project structure.</li> </ul>	<p>a. 3+ years experience in automation testing for B.E./ B.Tech/ M.Tech in any stream</p>	<p>a. Should have passed B.E./ B.Tech/ M.Tech in any stream OR</p>

SI. NO	ROLE	RESPONSIBILITY	EXPERIENCE	QUALIFICATION
		<ul style="list-style-type: none"> <li>d. Creating, Enhancing, Debugging and Running Test Cases.</li> <li>e. Organizing, monitoring defect management process Handling changes and conducting regression tests.</li> <li>f. Find solutions for issues related to object identity issues and error handling.</li> <li>g. Coordination of the members of the Test team and the development team to solve the issues throughout regressions.</li> <li>h. Create a software defect tracking report entire project release status to stakeholders.</li> <li>i. Other Industry Standard tasks for this particular job profile.</li> <li>j. Any other activities as specified by LIC</li> </ul>	<p>OR</p> <p>M.Sc.(IT)/ MCA or equivalent.</p> <p>b. 5+ years' experience in automation testing for any graduation degree other than mentioned in point a above.</p>	<p>M.Sc.(IT)/ MCA or any graduate degree from any recognized College/ University duly approved by AICTE.</p> <p>b. ISTQB or similar certification</p>
4.	Junior Software Test Engineer (Automation)	<ul style="list-style-type: none"> <li>a. Develop and evolve the automation framework.</li> <li>b. Should be an expert in scripting related to testing automation.</li> <li>c. Should have knowledge of VB/Java/Python etc.</li> <li>d. Develop Scripting standards should understand PL/SQL Review current scripts.</li> <li>e. Evaluate various open source automation tool.</li> <li>f. Evaluate plugins with other tools which would enhance productivity.</li> <li>g. Develop interface with other test tools.</li> <li>h. Update the daily activities in Daily Status Report and "PMO tool" at end of the day.</li> <li>i. Any other activities as specified by the LIC.</li> <li>j. Other Industry Standard tasks for this particular job profile.</li> </ul>	<p>a. 1+ years experience in automation testing for B.E./ B.Tech/ M.Tech in any stream OR M.Sc.(IT)/ MCA or equivalent.</p> <p>b. 3+ years' experience in automation testing for any graduation degree other than mentioned in point a above.</p>	<p>a) Should have passed B.E./ B.Tech/ M.Tech in any stream OR M.Sc.(IT)/ MCA or any graduate degree from any recognized College/ University duly approved by AICTE.</p> <p>b) Preferably ISTQB or similar certification</p>

SI. NO	ROLE	RESPONSIBILITY	EXPERIENCE	QUALIFICATION
5.	Senior Software Test Engineer	<ul style="list-style-type: none"> <li>a. Execution of Tests as per test cases.</li> <li>b. Logging of test execution results.</li> <li>c. Assisting in Defect classification and Reporting.</li> <li>d. Able to handle text execution of module independently.</li> <li>e. Good understanding of Automation test tools.</li> <li>f. Reports module specific defects analysis.</li> <li>g. Assists in design and documentation of module level test cases.</li> <li>h. Should be able to write and execute SQL scripts for data level validations</li> <li>i. Provision of data required for preparation of status reports.</li> <li>j. Planning of Test Strategy and creation of test plan.</li> <li>k. Ensuring the correctness of reporting test results by the team members.</li> <li>l. Management of Resources and tracking/monitoring of Plan.</li> <li>m. Interaction with business users to ensure the complete coverage of testing for a given module.</li> <li>n. Send a Daily status Report at end of the day to LIC as well as Test Manager.</li> <li>o. Ensuring the updation of time logged in 'PMO tool' by the team members.</li> <li>p. Sending updated timesheet to the LIC Team at the end of the month.</li> <li>q. Updating the LIC PM about the status of tasks assigned to the team members for the day.</li> <li>r. Good understanding of Automation test tools.</li> <li>s. Update the daily activities in Daily Status Report Ensuring that the correct status of the testing for the day is communicated to the Sr. Test Engineer.</li> <li>t. Define quality metrics for the current projects.</li> <li>u. Create a list of checkpoints and set measureable criteria's to check the quality on timely basis.</li> <li>v. Knowledge of JAVA, COBOL, PHP, MySQL,</li> </ul>	<ul style="list-style-type: none"> <li>a. 3+ Years of experience as Test Engineer for B.E./ B.Tech/ M.Tech in any stream OR M.Sc.(IT)/ MCA or equivalent.</li> <li>b. 5+ Years of experience as Test Engineer for any graduation degree other than mentioned in point a above.</li> </ul>	<ul style="list-style-type: none"> <li>a. Should have passed B.E./ B.Tech/ M.Tech in any stream OR M.Sc.(IT)/ MCA or any graduate degree from any recognized College/ University duly approved by AICTE.</li> <li>b. Should have passed ISTQB Foundation Level or its equivalent.</li> </ul>



SI. NO	ROLE	RESPONSIBILITY	EXPERIENCE	QUALIFICATION
		<p>Python.</p> <p>w. Knowledge of unit test tools Work closely with team and develop Manual &amp; automated tests</p> <p>x. Knowledge of various QA methodologies &amp; techniques and SDLC process.</p> <p>y. Mobile Testing and UI.</p> <p>z. Other Industry Standard tasks for this particular job profile.</p> <p>aa. Any other activities as specified by LIC.</p>		
6.	Junior Software Test Engineer	<p>a. Execution of Tests as per test cases.</p> <p>b. Logging of test execution results Assisting in Defect classification and Reporting.</p> <p>c. Creation of unit level and functional level test cases.</p> <p>d. Creation of test scripts for eFEAP, and all other applications including Oracle, MySQL etc.</p> <p>e. Provision of data required for preparation of status reports.</p> <p>f. Good understanding of Automation test tools.</p> <p>g. Update the daily activities in Daily Status Report Ensuring that the correct status of the testing for the day is communicated to the Sr. Test Engineer.</p> <p>h. Define quality metrics for the current projects.</p> <p>i. Create a list of checkpoints and set measureable criteria's to check the quality on timely basis.</p> <p>j. Knowledge of JAVA, COBOL, PHP, MySQL, Python.</p> <p>k. Knowledge in automation tool &amp; automation framework.</p> <p>l. Knowledge of unit test tools Work closely with team and develop Manual &amp; automated tests</p> <p>m. Knowledge of various QA methodologies &amp; techniques and SDLC process.</p> <p>n. Mobile Testing and UI.</p> <p>o. Other Industry Standard tasks for this particular job profile.</p> <p>p. Any other activities as specified by LIC.</p>	<p>a. 1+ Years of experience as Test Engineer for B.E./ B.Tech/ M.Tech in any stream OR M.Sc.(IT)/ MCA or equivalent.</p> <p>b. 3+ Years of experience as Test Engineer for any graduation degree other than mentioned in point a above.</p>	<p>a. Should have passed B.E./ B.Tech/ M.Tech in any stream OR M.Sc.(IT)/ MCA or any graduate degree from any recognized College/ University duly approved by AICTE.</p> <p>b. Preferably ISTQB or similar certification</p>

SI. NO	ROLE	RESPONSIBILITY	EXPERIENCE	QUALIFICATION
7.	Senior Performance Test Engineer	<ul style="list-style-type: none"> <li>a. Expertise in Performance Testing tools.</li> <li>b. Experience in working with load balancers and multiple web/app/db server technologies (Tomcat, Apache, JBOSS, WebLogic, SQL Server, mysql, Oracle etc.),</li> <li>c. Analyze the CPU Utilization, Memory usage, Network usage, Garbage Collection and DB Parameters and DB Reports to verify the performance of the applications.</li> <li>d. Performance Testing to cover the following jobs also: Load and Stress Testing of hardware, application &amp; system software and also assess whether the performance deliverables as communicated are met in the production environment.</li> <li>e. Ability to design robust load/performance tests that can effectively lead to bottleneck identification in optimum time.</li> <li>f. Ability to perform any other work related with performance testing.</li> <li>g. Generate performance graphs, session reports and other related documentation required for validation and analysis.</li> <li>h. Hands-on experience in Web Services, XML technologies, RDBMS concepts, Java applications etc.</li> <li>i. Develop interface with other test tools.</li> <li>j. Update the daily activities in Daily Status Report and "PMO tool" at end of the day.</li> <li>k. Other Industry Standard tasks for this particular job profile.</li> <li>l. Any other activities as specified by LIC.</li> </ul>	<ul style="list-style-type: none"> <li>a. 3+ Years of experience as IT performance tester for B.E./ B.Tech/ M.Tech in any stream OR M.Sc.(IT)/ MCA or equivalent.</li> <li>b. 5+ Years of experience as IT Performance tester for any graduation degree other than mentioned in point a above.</li> </ul>	<ul style="list-style-type: none"> <li>a. Should have passed B.E./ B.Tech/ M.Tech in any stream OR M.Sc.(IT)/ MCA or any graduate degree from any recognized College/ University duly approved by AICTE.</li> <li>b) ISTQB or similar certification</li> </ul>
8.	Junior Performance Test Engineer	<ul style="list-style-type: none"> <li>a. Understanding relevant navigational flow for the application.</li> <li>b. Installation of load testing tool.</li> <li>c. Scripting for all scenarios that have been agreed upon with Client.</li> <li>d. Test data creation.</li> <li>e. Starting counters and perform necessary pre-requisites as per checklist before initiating test execution.</li> <li>f. Monitoring Hardware as per checklist during test execution.</li> <li>g. Assist Performance Team in load test</li> </ul>	<ul style="list-style-type: none"> <li>a. 1+ Years of experience as IT Performance Tester for B.E./ B.Tech/ M.Tech in any stream OR M.Sc.(IT)/ MCA or equivalent.</li> </ul>	<ul style="list-style-type: none"> <li>a. Should have passed B.E./ B.Tech/ M.Tech in any stream OR M.Sc.(IT)/ MCA or any graduate</li> </ul>

SI. NO	ROLE	RESPONSIBILITY	EXPERIENCE	QUALIFICATION
		<p>execution.</p> <p>h. Extracting and Collecting logs from the servers after test execution for report preparation.</p> <p>i. Raw report preparation.</p> <p>j. Reporting the errors / issues that were observed during the load test to Client &amp; concerned developer teams.</p> <p>k. Coordinate with various teams and Client.</p> <p>l. Coordinate with users for inputs, review and approvals.</p> <p>m. Responsible for Metrics Measurement and Implementation.</p> <p>n. Report upon testing activities, including testing results and issues encountered during load testing.</p> <p>o. Preparation of complete load test report.</p> <p>p. Other Industry Standard tasks for this particular job profile.</p> <p>q. Any other activities as specified by LIC.</p>	<p>b. 3+ Years of experience as IT Performance Tester for any graduation degree other than mentioned in point a above.</p>	<p>degree from any recognized College/ University duly approved by AICTE.</p>
9.	Subject Matter Expert/ Business Analyst	<p>a. RTM (Requirement Traceability Matrix) creation for selected application.</p> <p>b. Test case design.</p> <p>c. Logging of test execution results Assisting in Defect classification and Reporting.</p> <p>d. Develop and evolve the automation framework.</p> <p>e. Develop Scripting standards.</p> <p>f. Review current scripts.</p> <p>g. Evaluate various open source automation tool.</p> <p>h. Evaluate plugins with other tools which would enhance productivity.</p> <p>i. Develop interface with other test tools.</p> <p>j. Update the daily activities in Daily Status Report and “PMO tool” at end of the day.</p> <p>k. Should have complete domain knowledge.</p> <p>l. Requirement gathering/ analysis/ Elicitation</p> <p>m. Impact Analysis</p> <p>n. Other Industry Standard tasks for this particular job profile.</p> <p>o. Any other activities as specified by LIC</p>	<p>5+ Years experience in Functional testing of applications in Insurance and Insurance domain</p>	<p>Should be Graduate/Post Graduate from any recognized College /University duly approved by AICTE.</p>

SI. NO	ROLE	RESPONSIBILITY	EXPERIENCE	QUALIFICATION
10.	Test Architect (Automation)	<ul style="list-style-type: none"> <li>a. Provide Domain level expertise.</li> <li>b. Conducting GAP analysis.</li> <li>c. Guide the Automation Testing Team in terms of alignment to the requirements.</li> <li>d. Coverage Review of Scenarios in terms of Domain, Regulatory and Business Risks.</li> <li>e. Mentor the Testing team and help client's team in identifying possible risks and mitigation plans.</li> <li>f. Enable quality assurance checks on deliverables.</li> <li>g. Expert Review during Execution Phase.</li> <li>h. Other Industry Standard tasks for this particular job profile.</li> <li>i. Any other activities as specified by LIC</li> </ul>	7+ years of experience in Test automation	Should have passed B.E./ B.Tech/ M.Tech in any stream OR M.Sc.(IT)/ MCA or equivalent from any recognized College/ University duly approved by AICTE.
11.	Test Environment Support Engineer	<ul style="list-style-type: none"> <li>a. Maintain the TCoE Hardware and Software .</li> <li>b. Complete regular maintenance activities like start/stop etc.</li> <li>c. Regular patching/upgrade of the Software/tools.</li> <li>d. Resolution of various issues in software and tools.</li> <li>e. Customization of Software/Tools.</li> <li>f. Any other activity as specified by LIC.</li> </ul>	Minimum 2 years experience as support engineer for the proposed software/tools.	Should have passed B.E./ B.Tech/ M.Tech in any stream OR M.Sc.(IT)/ MCA or equivalent from any recognized College/ University duly approved by AICTE.

**The above mentioned responsibilities are minimum and LIC at its discretion can provide more responsibilities as per requirement.**

## 6. ELIGIBILITY CRITERIA

S.no	Particulars	Remarks/Supporting Documents
1	The bidder must be a registered legal entity in India.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.
2	The bidder should have minimum annual turnover of 100 Crores per annum in two of the last three Financial Years.	Details should be submitted in Annexure EC-A along with copies of Audited Financial Statements for the relevant years, duly signed by Authorized Signatory.
3	The bidder should have positive net worth for the last three audited financial years.	Details should be submitted in Annexure EC-A along with copies of Audited Financial Statements for the relevant years, duly signed by Authorized Signatory along with Certificate from Company Secretary or Chartered Accountant of the Company.
4	The bidder should have made net profit in the last three audited financial years.	Details should be submitted in Annexure EC-A along with the copies of Audited Profit and Loss Statements for the relevant years, duly attested by the Authorized Signatory.
5	Bidder should be in business of Application testing services in India for at least 5 years.	Copies of PO/Work Order/Commissioning certificate/Communication from the Organization for the relevant experience, duly attested by the Authorized Signatory of the Company.
6	TCoE/Testing solution in at least Two referenceable BFSI sector organization in India where implementation was done after 01.01.2018 OR implemented before but continued beyond 01.01.2018. The Total PO/Work Order/Invoice value after 01.01.2018 should be minimum INR 15 Crores in each implementation.	Details should be submitted in Annexure -EC –A and Annexure EC-C along with the copies of PO/Work Order/Invoice/Commissioning certificate/Communication from the Organization for the relevant experience, duly attested by the Authorized Signatory of the Company.
7	Implementation/Managing of TCoE/Testing solution in at least One Insurance organization in India since 01.01.2018.	Details should be submitted in Annexure -EC –A and Annexure EC-C along with the copies of PO/Work Order/Invoice/Commissioning certificate/Communication from the Organization for the relevant experience, duly attested by the Authorized Signatory of the Company.

8	Bidder should have minimum 1000 full time technical resources in their payroll specializing in testing. Minimum 200 resources out of them should be in insurance domain.	Certificate from Head (HR) or company secretary or equivalent for number of technically qualified professionals employed by the bidder and appropriate supporting undertakings.
9	Bidder should have minimum 50 <b>ISTQB Certified Resources</b> in their payroll.	All ISTQB Certificates along with Certificate from Head (HR) or company secretary or equivalent.
10	The bidder should have i) ISO/IEC 17025:2017, ii) ISO 9001:2015 and iii) ISO/IEC 27001:2022 certification	Copies of valid ISO certifications should be submitted and an undertaking as per Part-B of Annexure EC for ensuring the continuity of the ISO certification during the entire period of the contract, resulting from the RFP process. The certifications should be duly attested by the Authorized Signatory. The certificates should be valid as on the date of submission of bid.
11	The bidder should not be blacklisted/debarred by any PSU/BFSI/Govt. Agency/LIC, as on date of submission of bid.	If the bidder is debarred under any of the projects of PSU/ BFSI/Govt. Agency/LIC, the bid will be rejected. A certificate to that effect has to be submitted by Company secretary or authorized signatory.

All the documents/ proformas /Certificates should be signed /attested by the authorized Signatory of the Company authorized as per the power of Attorney or as per the copy of the Board resolution appointing the authorized signatory duly authorizing the authorized signatory to act on behalf of the Bidder for all legal and financial matters pertaining to this Bid.

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

## 7. EVALUATION PROCESS

The bids will be examined by LIC to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. LIC may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation. After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation on the solution/services offered by them. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

The evaluation will be a *two-step* process:-

Step 1 – Eligibility Criteria and Technical Proposal Evaluation

Step 2 – Commercial Evaluation and Weighted Evaluation

The Evaluation of the various proposals will be undertaken to enable LIC to identify the best software and Solution 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. Business Case and Total Cost.

LIC would use evaluation mechanism elaborated in the **section-6** (Eligibility criteria), **section-7** (Evaluation Process), **Annexure-17** (Technical Specification), **Annexure-20** (Technical Bid Evaluation Matrix), and **Annexure-18** (Commercial Annexure) to evaluate each of the RFP responses.

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. Bidders experience will be considered if the same is from an acquired entity or derived from parent company, bidder in this case being the demerged or acquiring entity, and supported with documentary evidence.

LIC may at any step ask bidder(s) for additional information, and/or arrange discussions to verify the claims made in bid documentation. Inability to submit requisite supporting documents or documentary evidence, may lead to rejection of the Bidder's proposal.

### Step-1

1. The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support.

2. The Bidder needs to comply with all the eligibility criteria mentioned to be evaluated. Non-compliance to any of the eligibility Criteria (**Section-6**) would result in outright rejection of the Bidder's proposal.
3. The Bidder is expected to provide proof for each of the points for eligibility evaluation. Any credential detail 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/demonstration on their submission.
4. The bidders who have been eligible after eligibility evaluation will be technically evaluated as per **Annexure-17** (Technical Specification) and the Technical Bid Evaluation Matrix (**Annexure-20**).
5. The Bidder needs to comply with all the technical specifications mentioned to be evaluated in **Annexure-17** (technical specification). Non-compliance to any of the technical specification (**Annexure-17**) 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.
6. The bidders need to make presentation/workshop of the technical proposals to evaluate its suitability of the assignment and a copy of presentation need to be submitted to LIC which will form part of the RFP submission and will be binding on the bidder to honour the claims made in the presentation.
7. 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.
8. During the technical workshop stage LIC may add other stakeholders who could add value to the decision making on the technical aspects and evaluation criteria.
9. 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 to validate the claims/submission.
10. 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-20**. The inputs that have been received from the Customer will be considered by LIC and this may not need any documentary evidence.
11. Bids scoring 70 or more as per Technical Bid Evaluation Matrix (**Annexure-20**) will only be considered to be qualified in the technical evaluation and will be shortlisted for further process.
12. In case there is no bidder or only one or two bidders qualify on technical criteria of cut-off score of 70, 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 provided such bidders score 60 or more.
13. In case the number of qualifying bidders are more than 7, then only top 7 bidders based on their technical bid evaluation score will be shortlisted for further process.
14. The decision of the LIC in the evaluation of responses to the Request for Proposal shall be final.



15. The Evaluation Committee reserves the right to reject any or all proposals.
16. LIC may ask the technically qualified bidders to conduct a POC for being eligible to move to the next stage/step. Details of the POC will be shared with the shortlisted bidders.
17. Only those bids eligible as per Step-1 shall participate in step-2.

## **Step-2**

### **1. Commercial Bid Evaluation**

The bidders who are found eligible after Step-1 above based on Eligibility and Technical Evaluation shall be qualified for commercial bid evaluation.

The technically qualified bidders will be intimated by email/letter about the date and time of opening of their Commercial Bid. The technical scores of the bidder will be disclosed to each individual bidder.

The commercial bid would be evaluated based on a "Total Cost of Ownership" (TCO) basis. The key considerations of the TCO would be the total payouts for entire project through the contract period of 5 years, discounted at 10% to arrive at the present value of the future cash outflows.

While evaluating the tenders covering a longer period (i.e. more than one year), the quoted prices pertaining to maintenance in future years are to be discounted to the net present value (NPV) for comparing the tenders on equitable basis. The NPV Calculation will be done as follows:

- a. The discounted rate will be calculated on yearly basis based on the formula  $A/(1+i/100)^n$  where A= Total Value in each Year; i=10% and n =Year.
- b. The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC) and shall be calculated till the end year of the contract.
- c. Further n - number of year will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.
- d. Any component / service for which the payment is a One Time Cost, the NPV cost of the equipment / service for that year will be considered and the relevant year's NPV cost will be added as part of the Present Value calculation for that year. Further the payment of the service not being recurring in nature hence the present value for that component / service will be considered in the year of purchase only and not in subsequent years.
- e. Standard software for example 'Excel' can be used for the NPV computation. An indicative template is also provided purely for facilitating the bidder. Bidders must ensure the accuracy of the computation at their end for the calculations. The template provided is a facilitator only for the computation and the bidder is responsible for the computation as per the guidelines.

The bidder with the lowest commercial quote on NPV basis, will be considered as L-1 quote. The next

higher commercial quote will be L-2 and so on like L-3, L4 etc.

## 2. Weighted Evaluation

- a. There would be a weightage of 70% to the technical score and 30% for the Commercial price quoted by the bidder
- b. It would be normalized as under for each bidder: -  
 Combined Weighted Score /Total Score (up to 3 decimals) =  $\{(T \times 0.7) / T_{\text{high}}\} + \{(L_{\text{Low}} \times 0.3) / L\}$ , Where  
 T stands for bidder's technical evaluation score,  
 $T_{\text{high}}$  stands for the score of the technically highest Bidder,  
 L stands for bidder's commercial quote,  
 $L_{\text{Low}}$  stands for the lowest commercial quote among all bidders participating in Step-2.
- c. On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score arrived at as above. The proposal obtaining the highest combined weighted score in evaluation of QCBS will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.
- d. The proposal with the highest Total Score will be considered first for award of contract and will be invited for price negotiation, if required. Example:

#	Bidder	Technical Evaluation Marks (T)	Commercial Bid Price ( L )	$(T / T_{\text{high}}) \times 0.70$	$(L_{\text{low}} / L) \times 0.30$	Total Score(S)	Rank for Techno Commercial/QCBS
1	AAA	75	120	$(75/90) \times 0.7 = 0.583$	$(100/120) \times 0.3 = 0.25$	0.833	3
2	BBB	80	100	$(80/90) \times 0.7 = 0.622$	$(100/100) \times 0.3 = 0.3$	0.922	2
3	CCC	90	110	$(90/90) \times 0.7 = 0.7$	$(100/110) \times 0.3 = 0.273$	0.973	1

- e. In the above example, CCC, with the highest Total Score of 90.3 becomes the successful bidder.
- f. In case of more than one bidder with equal highest Total Score (S) upto three decimal, then number of decimal will be increased.
- g. In the case of tie between two or more Bidders, a bidder with highest score in technical evaluation will be declared as selected/successful bidder.

- h. In case, the successful bidder (e.g. CCC) fails to fulfil any of the obligations under the RFP within the timelines defined, LIC reserves the right to cancel his/her selection and declare the bidder with rank 2 (BBB) as successful bidder and so on and so forth.
- i. The decision of LIC shall be final and binding on all the bidders to this document.
- j. LIC reserves the right to accept or reject an offer without assigning any reason whatsoever.

### **3. Further Process:-**

1. The Letter of Intent will be issued to selected bidder.
2. The required PBG should be submitted by the bidder to LIC within 15 days from the date of letter issued by LIC for selection as the “selected bidder”.
3. Master Service Agreement (MSA) will be signed with selected bidder once the PBG is submitted and verified by LIC.
4. Purchase order may/will be issued to selected bidder after signing of MSA by LIC and selected bidder.

### **7.1. Normalization of Bids**

1. LIC may, at its sole discretion, decide to seek more information from the Bidders in order to normalize the Bids to ensure that Bidders are more or less on the same technical ground. 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 technical bids. If such normalization has a bearing on the price, LIC may at its discretion ask the bidders to submit the technical and commercial bids once again for scrutiny. LIC can repeat this normalization process at every stage of Technical submission or before the commercial evaluation till LIC is satisfied.
3. 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.
4. The process of normalization may be iterative till such time LIC is satisfied with the response of the Bidders.
5. 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 and technical requirements including the service levels specified in this RFP have been included in the total fixed

cost in the commercial bid in prescribed format.

6. 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.

7. 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.

8. 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.

9. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

## 8. Award & Signing of contract:

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

The successful bidder shall be required to enter into a contract/SLA with LIC, within 28 days of the award of the tender or within such extended period as may be decided by LIC along with the letter of acceptance, NDA, PBG, all RFP terms along with all corrigenda/addenda/clarifications to the RFP and other terms and conditions as may be determined by LIC to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The notified Bidder who submits the unconditional and irrevocable Performance Bank Guarantee as above will enter into the contract for the execution of this project with LIC as per the terms and conditions of this RFP. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted. The contract/agreement will be based on bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc. LIC reserve the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

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

## **9. TERMS AND CONDITIONS:**

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

### **9.1. Contacting LIC:**

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

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

### **9.2. Right to terminate the Process**

1. 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.
2. 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.
3. LIC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at anytime, 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.
4. 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.

### **9.3. Limitation of Liability**

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

### **9.4. Disqualification**

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

1. Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements;
2. Exhibiting a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. In any project in the preceding three years;

3. Submitting a proposal that is not accompanied by required documentation or is nonresponsive;
4. Submitted more than one Proposal;
5. Been declared ineligible by the Government of India/State/UT Government/PSUs for corrupt and fraudulent practices or blacklisted.
6. Submitted a Proposal with price adjustment/variation provision.
7. Failed to provide clarifications related thereto, when sought WITHIN STIPULATED TIME.
8. Exhibited a record of poor performance in the service delivery.

### **9.5. Fraud and Corrupt Practices**

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

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

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

"Corrupt practice" (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of LIC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of LIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Processor after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical adviser of LIC in relation to any matter concerning the Project;

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

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

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

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

### **9.6. Completeness Responsibility**

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

### **9.7. Ambiguities within the Document**

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

1. 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;
2. 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
3. As between any value written in numerals and that in words, the value in words shall prevail.
4. LIC reserves the right to clarify any Clause of the RFP if it is ambiguous in nature.
5. Apart from the Clauses where specifically mentioned all other terms and conditions of the RFP are applicable.

### **9.8. Conflict of interest:**

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

#### **9.8.1 Warranty that there is no conflict of interest**

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



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

#### **9.8.2 Notification of a conflict of interest**

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

#### **9.9. Consequences of Termination of Selected Bidder**

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

take over the obligations of the terminated Bidder in relation to the execution/continued execution of the scope of the work defined in RFP.

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

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

### **9.10. Consortiums or sub-contractor**

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

No kind of sub-contracting is allowed in this project.

### **9.11. Performance Bank Guarantee (PBG):**

An unconditional and irrevocable Performance Bank Guarantee (from a scheduled/nationalized Bank and having Branches in Mumbai) (as per **Annexure-7**) to the tune of 5% of the Grand Total Cost/TCO, shall be submitted by the selected Bidder, for the equipment(s) supplied/ Services offered against this RFP. 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 15 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-7** and should be executed by a Nationalized/ Scheduled bank acceptable to LIC and having Branches in Mumbai.

1. The PBG should be valid for the period 65 months, including claim period of five months, from the date of submission of PBG. The PBG / part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP, including refusal to take up / renew AMC for the services supplied.
2. 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.
3. The PBG will not carry any interest.
4. The PBG may be required to be submitted in multiple numbers, if required by LIC.
5. 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.

6. 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 signing MSA/ 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
7. 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.
8. 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.

### **9.12. Contracting**

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

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

"Contract Agreement for Selection of System Integrators/ Implementation Agencies  
[https://www.meity.gov.in/writereaddata/files/eDistrict\\_Model-SI-RFP-Volume-3\\_Sep2012.pdf](https://www.meity.gov.in/writereaddata/files/eDistrict_Model-SI-RFP-Volume-3_Sep2012.pdf)

Provision of the CVC and GOI on procurements General Financial Rules 2017 for contract management  
[https://doe.gov.in/sites/default/files/GFR2017\\_0.pdf](https://doe.gov.in/sites/default/files/GFR2017_0.pdf)

LIC reserves the right to incorporate standard contract provisions into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the Bidder, but may not substantially alter the requirements of this RFP. Further, the successful Bidder is to be aware that all material submitted in response to this RFP, as well as the RFP itself, will form a part the final contract. The selected Bidder will sign a contract with LIC to provide

the items named in their responses, at the prices listed. The Contract will be subject to review throughout its term. LIC will consider cancellation of contract upon discovery that the selected Bidder is in violation of any portion of the Contract, including an inability by the Bidder to provide the products, support and/or service promised in their response.

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

1. 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.
2. 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.
3. LIC reserves the right to shift/divert the equipment to other locations from where they are. In such cases, the warranty / AMC shall continue to be in force at the new location and the supplier has to continue to extend his support for the same at the new location.

### **9.13. Signing of Contract**

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

### **9.14. Contract Period**

The initial period of contract for providing TCoE Solution /services /licenses /ATS /AMC/support will be for 5 years extendable to 2 years. The Bidder is required to initiate the project within 15 days from signing of MSA, failing which Life Insurance Corporation of India reserves the right to levy penalty, as stipulated in the RFP.

### **9.15. Pricing and Taxes**

1. Bids shall be inclusive of all taxes, duties, levies etc., but exclusive of GST as applicable.
2. Bidder will be entirely responsible for upfront payment of all applicable taxes, duties, License fees, road permits and transit Insurance etc. in connection with delivery/supply of products at site that shall be levied according to the laws and regulations applicable from time to time in India.
3. A declaration may be given by LIC to Bidder to the effect that the TCoE Solution/services/licenses are as per our requirements for our own use and are not meant for any resale or for any manufacturing or packing of any goods for sale.
4. GST wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actual on production of the original receipt in proof of having paid the said taxes on behalf of LIC.
5. In case concrete evidence of having paid the appropriate taxes is not submitted within a maximum period of two months from the date of payment of the taxes, the Bidder will not be eligible for any

reimbursement on this count.

6. The Bidder should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/ customs duty and excise duty including any newly introduced taxes shall be permitted.
7. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Bidder/Service Provider. The Agreement/Contract would be stamped as per Maharashtra Stamp Act, 1958 and amendment thereto.
8. LIC will deduct taxes from the amounts due and payable to the selected Bidder wherever applicable. LIC will provide selected Bidder with the statement of any taxes deducted by LIC on payments under the contract. The selected Bidder agrees to reimburse and hold LIC harmless from any deficiency including penalties and interest relating to taxes including recovery of any tax retrospectively that are its responsibility under this Clause. For purposes of the contract, taxes shall include taxes incurred on transactions between LIC and the selected Bidder.

#### **9.16. Penalty for delay/ non-performance / un-satisfactory Services:**

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

Delivery of the solution and performance of the services shall be made by the Bidder in accordance with the time schedule, technical specification, scope of the project and other terms and conditions as specified in the RFP/SLA/Contract. Any delay in performing the obligation /defect in performance by the supplier may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract

#### **9.17. Approved Rates under RFP**

The rates approved by LIC will be valid up for the entire contract period from the date of MSA or the date of issue of purchase order.

#### **9.18. Repeat Orders**

Beyond the validity period which is mentioned above Clause 9.17, LIC reserves the right to place repeat orders for additional software and services on the same terms and conditions at same prices during the contract period.

LIC also reserves the right to negotiate rates of stray future requirements (which were not anticipated and which are not listed in the current Tender specifications) that may be required to be procured and installed within/along with the equipment(s) being purchased through this tender. Basis of the negotiations will be the list-price of the equipment/component/software/licenses/services and the discounts etc. generally offered to LIC by the Bidder.

#### **9.19. Placing of Orders**

1. The orders will be placed for 'TCoE Solution/Services/warranty and AMC/ATS.
2. The applicable TDS will be deducted at the time of payment of invoices.
3. Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges etc.
4. The Bidder will pass on to LIC, all fiscal benefits arising out of reductions, if any, in Government levies viz. salestax, excise duty, custom duty etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

## **9.20. VARYING THE SERVICES IN THE SCOPE OF WORK**

### **9.20.1. Variations proposed by LIC**

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

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

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

### **9.20.2. Effective Date of Variation**

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

### **9.20.3. Change Order**

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

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

### **9.20.4. Contract Amendments**

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both LIC and the Bidder. Any changes in law, taxes and policies shall be governed through the provision of this RFP.

## **9.21. CO-OPERATION WITH PERSONNEL AND ENTITIES INTERACTING WITH LIC**

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

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

## **9.22. Change in Constitution**

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

## **9.23. PERFORMANCE ASSESSMENT**

### **9.23.1. Assessment of Services**

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

### **9.23.2. Notice of non-compliant Services**

1. If LIC considers that all or part of the Services does not meet the specifications, LIC will notify the Bidder within seven Business Days of assessing the Services against the specifications.
2. LIC will include reasons for the Services not meeting the specifications in the notice given.

### **9.23.3. Rectification of non-compliant Services**

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

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

## **9.24. PERSONNEL**

### **9.24.1. Use of Specified Personnel**

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

#### 9.24.2. If the Specified Personnel are not available

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

The Bidder will:

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

#### 9.24.3. LIC may Request Replacement of Personnel

LIC may at any time request the Bidder to remove from work any of the Specified Personnel. The Bidder must promptly arrange for the removal of such Personnel and their replacement in accordance with the process outlined in clause "If the Specified Personnel are not available ".

### 9.25. INTELLECTUAL PROPERTY RIGHTS

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

#### 9.25.1. 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 the LIC's right of uninterrupted use of the software, the bidder shall at no cost whatsoever to the LIC,

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

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



#### **9.25.2. Patent Rights and other litigation costs**

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

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

#### **9.25.3. Third Party Material**

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

#### **9.25.4. 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 Bidder to receive the full benefit of the Services (including the Contract Material), the Bidder grants to, or must obtain for, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material.

#### **9.25.5. Responsibility of the successful bidder**

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

#### **9.25.6. Liability of the successful bidder**

The liability of the bidder, regardless of the nature of the action giving rise to such liability arising out of use of the software /services solution provided by the Bidder and in case of claims against the LIC arising out of misconduct or gross negligence of the bidder, its employees and partners or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality

obligations shall be unlimited.

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

#### **9.25.7. Rights in Vendor's/Bidder's Pre-existing IPR**

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

#### **9.25.8. IPR Warranty**

The Bidder will warrant that:

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

### **9.26. MORAL RIGHTS**

#### **9.26.1. Obtaining consents**

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

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

#### **9.26.2. Specified Acts**

In this clause, Specified Acts means:

1. 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);
2. Materially altering the style, format, colors, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
3. Reproducing, communicating, adapting, publishing or exhibiting any Contract Material.
4. Adding any additional content or information to the Contract Material.

#### **9.27. Terms and Conditions for Maintenance of Software during the support and AMC/ATS period:**

1. Service Engineers/ Representatives of Bidder shall invariably carry their identity cards with them, without which they will not be allowed to access LIC's Systems. Service Engineers of the Bidder shall have access to the Computer Systems/ Peripherals only after obtaining clearance from LIC's authorized

officials. No component of the System/data/ log information will be taken out of LIC's premises without clearance from LIC's authorized Officials.

2. The bidder has to ensure that the required number of expertise in the required areas as requested by LIC is provided.
3. The requested personnel would be working for 8 hours per day.

The personnel provided by the bidder would be required to follow the conditions as per the NDA and ensure protection and privacy of data.

### **9.28. Fault Reporting, Trouble Ticketing and Call Closure Procedure.**

1. LIC personnel shall notify the OEM/bidder data center HELPDESK to report a Service issue. The OEM/bidder data center HELPDESK shall have a Trouble Ticket opened for LIC and LIC shall quote the Trouble Ticket Number in all future communication.
2. Upon opening of a Trouble Ticket, OEM/bidder shall investigate the reported Service issue and shall promptly rectify the same.
3. In case the Call is related to any equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to LIC, before taking the equipment's in maintenance.
4. Any call, which is not resolved within 2 days of reporting, must be informed to LIC.
5. OEM/bidder shall attempt to resolve all Trouble tickets in accordance to the Resolution matrix mentioned above. The resolution could be through patch/ upgrade or providing a work around which does not hamper the normal productivity of LIC.
6. Upon such rectification, OEM/bidder shall communicate the same to LIC and close the Trouble Ticket. Service Provider shall ensure that call closure is done after LIC's acknowledgement.
7. The service window for all the calls shall be 24 x 7x365.

### **9.29. Disputes.**

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

#### **9.29.1. Reconciliation Process.**

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

#### **9.29.2. Notification.**

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

#### **9.29.3. Parties to resolve Dispute.**

During the 30 days after a notice is given under clause 9.29.2 (Notification) (Or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties

cannot resolve the Dispute within that period then, the parties agree that any dispute or differences under or in connection with agreement or any breach thereof, which cannot be settled by mutual negotiation between the parties shall be finally settled by arbitration conducted in accordance with Arbitration and Conciliation Act, 1996 or any modifications, Rules, or enactments thereof. Each party shall appoint its Arbitrator and the two respective arbitrators appointed by each party shall appoint presiding arbitrator to adjudicate the dispute, difference, or claim between the parties. The arbitration proceedings shall be conducted in English Language and the venue of the arbitration shall be Mumbai. The parties agree that the award passed by the arbitrators shall be final and binding upon the parties. The parties hereby further agree to submit themselves to the exclusive jurisdiction of the courts in Mumbai. The cost of arbitration shall be borne by the parties in such manner, as the arbitrator shall decide in the arbitral award.

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

#### **9.29.4. Confidentiality.**

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

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

#### **9.29.5. Costs.**

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

#### **9.29.6. Termination of process.**

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

#### **9.29.7. Breach of this clause.**

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

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

### **9.30. Right of Publicity.**

Any publicity by the Bidder in which the name of LIC is to be used should be done only with the explicit written permission of LIC. If the Bidder is required by law or a regulatory body to make a public announcement in connection with the contract or any transaction contemplated by the contract the Bidder must, to the extent practicable, first consult with and take into account the reasonable requirements of LIC Obligation to pay.

## 10. Project Timelines, Payment Terms and SERVICE LEVEL AGREEMENT (SLA):

### 10.1. Project Timelines

The bidder is required to submit the deliverables as per the following schedule from the date of signing of MSA.

#### Timelines Table

Sr. No. of Milestones	Milestones (Completion of the Activity)	Maximum number of days
M0	All activities related to on-boarding and kick-off of the project by Bidder.	15 days from MSA Date
M1	Deployment of project implementation resources.	Resource Deployment date decided and intimated by LIC
M2	System Requirement Study for implementation of testing center of excellence and submission of report.	30 days from M1
M3	Detailed Project Plan and design document submission by bidder	15 days from M2
M4	TCoE Solution setup creation along with delivery of software as per bill of materials (Production and DR)	30 days from M3
M5	Installation, integration and Customization & Development of Testing Centre of Excellence including Compliance of TCoE Solution to applicable CA, VA, PT, IS Audit, IRDA Audit, LIC's Information Security Policy and other regulatory requirements.	30 days from M4
M6	Pilot Run (In this phase the TCOE setup will be put in use and few of the testing requirements need to be tested for manual testing on pilot basis)	30 days from M5
M7	Pilot Run for Automated testing (In this phase few testing requirements need to be tested for automated testing on pilot basis)	45 days from M5
M8	Full Project implementation, documentation, training. (In this phase the TCOE setup should be fully functional with all the required implementations done, documented and live operations started for various testing as specified in the scope of this RFP.)	90 days from M7
M9	Training to LIC users	15 days from date of intimation

Completion of milestone means acceptance of all milestone by LIC.

**Sign-off will be provided by LIC on request from selected bidder after all the Milestones stated in above Table is completed.**

#### Testing timelines:-

LIC will decide timelines for completion of a testing activity. After assignment of any testing activity, actual Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

testing must commence within 1 working day. All the necessary documentation, test cases, testing scenarios, actual testing must be completed within this time limit. Details Standard Operating Procedure (SoP) will be shared with the selected bidder and the bidder will abide by the SoP.

## **10.2. Payment Terms**

**Following is the item wise payment terms:**

### **1. License/First year subscription of Paid Software**

- a. 20% Payment of Software Cost will be made after successful completion of Milestone M5 and sign-off by LIC.
- b. 60% Payment of Software Cost will be made after successful completion of Milestone M6 and M7 and signoff by LIC.
- c. 20% Payment of Software Cost will be made after successful completion of Milestone M9 and signoff by LIC.

### **2. Additional/new license/First year subscription of Paid software where PO was issued after milestone M5/M6/M7/M8**

- a. 20% payment of Software cost will be made after successful completion of installation of licenses and pilot run 5 functionalities.
- b. 80% payment of additional/new software license cost after complete for application and functionality.

### **3. Annual Maintenance charges(AMC)/Subscription for Subsequent years for the duration of contract**

AMC/ATS/ Subscription for Subsequent year's payments if any will be made on yearly basis from 2<sup>nd</sup> year onwards (in advance at the beginning of the AMC/ATS period yearly on procurement anniversary) for that particular software license/subscription.

### **4. Testing Resource Man Month Cost**

- a. This Project is on "Time and Material (T&M) Basis".
- b. The Testing Resources will be deployed after kick off of the project is completed and resources are deployed in LIC.
- c. For calculation of Resource payment, 22 days will be considered as a month. Per day payment for each resource will be 1/22th of the Man month cost quoted by the bidder.
- d. Payment will be made proportionately for the number of days the resource was present in a month. Cost for resources for the days present plus applicable GST at the end of each month will be paid.
- e. Payment will be released on monthly basis in arrears against invoice raised by the bidder and after verification with attendance register maintained at LIC premises. LIC will share the approved timesheet/attendance register data of the resources with the selected bidder.
- f. Sample Calculation: If LIC engages 4 resources in a month, then the bidder needs to provide minimum resources @  $22 * 4 = 88$  man-days. In this case, full monthly payment will be released. In the event resource count falls below 88 man-days in a month then payment will be made on pro-rata basis.

- g. The bidder will be required to deploy the resources on all the working days of the LIC during a month.
- h. However, at the time of exigencies, they may be required to work on Saturdays / Sundays and/or other LIC holidays. No additional compensation or any other kind of expenses will be borne by LIC for working on non-business days.
- i. Time Sheet will have to be submitted by the resources every day reflecting their productivity for the day.

### **10.3. Payment Process**

The bidder must accept the payment terms and conditions 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.

1. The quoted rate shall be Firm throughout the currency of the Contract and no escalation shall be payable.
2. 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.
3. The rate is inclusive of all taxes and duties as applicable at the time of submission excluding GST (Goods and Services Tax). All statutory deductions shall be made from the bills. GST shall be reimbursed to the bidder as actual.
4. Any taxes that may be introduced subsequently after the submission of Tender and Acceptance shall be payable upon submission of documentary evidence of the same.
5. Except for GST (Goods and Services Tax), the rates quoted shall be deemed to be inclusive of all other taxes, charges, import, custom duty, including Sales tax on Works contract and duties etc. and nothing extra on this account shall be entertained or paid for.
6. All applicable taxes, such as Income Tax, WCT (Sales Tax on Works contract) etc. shall be deducted from the bill. Necessary certificate for the same (TDS) shall be issued by LIC.
7. No payment of interest will be made by LIC.
8. Payments will be made only on bidder completing all activities as per the agreed project plan and phase completion sign off for the same from LIC.
9. LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines.
10. LIC shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties and applicable taxes at source from the agreed price to the selected bidder.
11. Payment related objections, if raised after 3 months from the date of release of payment, would not be entertained. Such objection must be raised in writing.
12. The selected bidder is also duty bound to report to LIC about any short recovery of taxes, cess, etc. at source. Such reporting to LIC should also happen at the earliest. In case, selected bidder fails to inform LIC about such short recoveries of tax, cess, etc. at source, LIC will have the right to recover all short recoveries of tax, related cess and surcharges, interest and penalties as per the demand note of Income Tax dept. or any other govt. body or regulator.
13. LIC will not consider any other payment terms even if it is mentioned in the bidder's proposal.



14. The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the selected bidder OR from performance Bank Guarantee.
15. Expenses: It may be noted that LIC will not pay any amount/ expenses/ charges/ fees/ travelling expense/ boarding expenses/ lodging expenses/ conveyance expenses/ out of pocket expenses other than the Agreed Contract Value.

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

1. Delivery challan, Installation/commissioning report, SLA reports, etc.
2. Invoice printed on selected bidder's own letterhead with reference of Purchase order, detailing the systems, software delivered, installed and accepted by LIC.
3. Proof of payment of Goods and Services Tax (wherever applicable).
4. Sign-off from LIC for delivery of services.

#### **10.3.1. Obligation to pay.**

LIC will pay to the selected bidder for the deliverables and Services, subject to:

1. Fulfillment of **Clause 10.1 Project Timelines.**
2. The deliverables and Services meeting the SLA.

#### **10.3.2. Liquidated Damages.**

The delivery and installation of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the systems and/or Services, the Bidder shall promptly notify LIC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Bidder's notice, LIC shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

There shall be a penalty for non-adherence to the time schedule of Project Timelines. The total penalty will be capped at 10% of the total contract value.

If the penalties are beyond 10% of the total contract value, then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Bidder. The Bidder may be debarred for applying in future assignments.

#### **10.3.3. Incorrect Invoices, under/over Payment**

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

#### 10.3.4. Due Date for Payment

Efforts will be made to settle all payments within 30 days, for orders for which complete set of invoices along with supporting requirements are submitted.

#### 10.3.5. Expenses

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

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

### 10.4. SERVICE LEVEL AGREEMENT (SLA)

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

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

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

#### Other Terms and Conditions:

- a. Bidder should provide maintenance support directly or through OEM, follow up for which will be done by Bidder/bidder.
- b. Maintenance services shall be available to LIC on 24 x 7 for all 365 days. Bidder has to share escalation matrix.
- c. Call Response: Bidder should ensure to provide high level of quality service promptly as these services are very critical from business point of view. Any call reported by LIC to be resolved within response time defined.
- d. Engineers should always give a duly signed call report on company letter head or company standard call-sheet format for all work/modifications carried out at site.
- e. Bidder should supply new patches release for any software or product and will bring to LIC's notice immediately, if any in consultation with LIC IT team.
- f. In case of absence of any person deployed for the purpose of this contract, suitable replacement should be provided on immediate basis. LIC team's decision on selection of staff depending on competency / experience will be final.

#### Complaint Booking and Resolution

##### Complaint Booking:

Complaint(s) can be booked by any office of LIC on OEM/Bidder Site, ticketing tools 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 LICoffice.

**Complaint Resolution:**

The complaint resolution time/penalties etc. for the TPS breakdown/business interruption will be as defined below. In case of physical visit(s) by the service engineer, all the reports of complaint resolution / closure will be validated by LIC's authorized personnel. Complaint(s) will be deemed to be resolved if the following record is available with the LIC:

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.

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.

Calls closed by engineer and validated by designated officials of LIC.

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.

**10.4.1. Guiding Principles:**

- Bidder Response to incidents/problems may be onsite or telephonic or through E-mail.
- All SLA calculations will be on monthly basis and reports will have to be submitted monthly for performance review and corrective actions.
- 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.
- 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.

**10.4.2. Business Continuity Required and Its Applicable Penalties:**

Services to be provided by the Bidder as per SLA **Tables**. If the desired SLAs are not achieved, penalty as per **SLA Tables** will be applicable.

**SLA Table - 1**

Service Level	Service Metric Parameter	Metrics	Penalty	Measurement
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Testing Staff Availability	(S0) → 100%	(S1) 98.00% and above (S2) 97.990 to 95.00% (S3) <95%	Penalty (Will be calculated on Total Resource Payment for that month) –  (S0) – No penalty (S1) – No penalty (S2) – 1% (S3) – 1% + Additional 1% for decrement of each 1% or part.	Monthly report along with the attendance time sheet.
Quality Service of	(S0) → Average Score 8 out of 10	(S1) Average Score 7 (S2) Average Score 6 (S3) Average Score <=5	Penalty (Will be calculated on Total Resource Payment for that month) –  (S0) - No Penalty (S1) – 0.25% (S2) – 0.5% (S3) – 1% + Additional 1% for decrement of each unit of score upto maximum 5%.	Feedback collected from LIC staff through feedback forms designed by the Service Provider, approved and administered by the LIC. Visits by designated LIC officials.
Average Delay in Delivery (Agile Releases/Sprints/Test Cycle/Testing Milestones)	(S0) → 0 days	(S1) 1 day (S2) 2 days (S3) 2-5 days (S4) >5 days	Penalty (Will be calculated on Total Resource Payment for that month) –  (S0) - No Penalty (S1) – 0.25% (S2) – 0.5% (S3) – 1% (S4) – 1% + Additional 1% for delay of each additional day.	Submission of testing report within agreed-upon time frames.
Overall defect detection rate	(S0) → 100%	(S1) > 99 % above (S2) 99% to 98% (S3) <98%	Penalty (Will be calculated on Total Resource Payment for that month) –  (S0) - No Penalty (S1) – 0.25% (S2) – 0.5% (S3) –1% + Additional 1% for decrement of each 1% or part.	All defects found before promotion into production. Selected bidder needs submit system generated report.

Average Delay in Delivery of regular Document Turnover	(S0)→ 0 days	(S1) 1 day (S2) 2 days (S3) >2 days	Penalty (Will be calculated on Total Resource Payment for that month) –  (S0) - No Penalty (S1) – 0.25% (S2) – 0.5% (S3) –1% + Additional 1% for delay of each additional day upto maximum 5%.	All agreed documents /artifacts/ reports/plans submitted to LIC.
Inquiry Responsiveness	(S0)→ 0 days	(S1) 1 day (S2) 2 days (S3) 2-5 days (S4) >5 days	Penalty (Will be calculated on Total Resource Payment for that month) –  (S0) - No Penalty (S1) – 0.25% (S2) – 0.5% (S3) – 0.75% (S4) - 1% + Additional 0.5 % for delay of each additional day upto maximum 3%.	Response to LIC's requests for specific information within the time frames agreed upon with respect to specific questions about testing results, issues, etc.
Uptime Requirement (Testing Infrastructure Applications)	(S0)→ 100 %	(S1) > 99% (S2) 98 % - 99% (S3) <98%	Penalty (Will be calculated on Total Resource Payment for that month) –  (S0) – No Penalty (S1) – No Penalty (S2) – 0.25% (S3) –0.25% + Additional 0.5 % for decrement of each 1% or part.	Uptime formula= {(Total No. of hours in month – No. of hours impacted in month) / Total No. of hours in month} × 100.
Defect Leakage to production	S(0)→ No Leakage	S(1) Critical Defect Leakage – (Critical Defect leakage is where Application/Functions Is unusable and the user is not able use activity the application/function is to perform)	S(1) -- Rs.10,000/- per defect.  S(2) -- Rs. 7,000/- per defect.  S(3) -- Rs. 5,000/- per defect.  S(4) – No penalty.	Defect leakage report or feedbacks as per decision of LIC.

		<p>S(2) – Major Defect Leakage -- (Major Defects leakage is where application/ functionality Is not working but work around is available)</p> <p>S(3) – Minor Defect Leakage – (Minor defect leakage are which reflect deviation in functionality or missing of functionality)</p> <p>S(4) – Cosmetic Defect Leakage – (Cosmetic Defect are which affect appearance of a functionality without any impact on customer experience)</p>		
Automation Testing	<p>(S0)→ Meet the Percentage Criteria of 20% automation at the end of First year, 40% automation at the end of Second year, 60% automation at the end of Third year,</p>	<p>Will be calculated at the end of each year.</p> <p>(S1) &lt; 20% automation at the end of First year,</p> <p>(S2) &lt; 40% automation at the end of Second year,</p> <p>(S3) &lt; 60% automation at the end of Third year,</p> <p>(S4) &lt; 70% automation at the end of Fourth year,</p> <p>(S5) &lt; 80% automation at the end of Fifth year,</p>	Rs.20,000/- for shortfall of every 1% or part thereof at the end of each year.	Automation report with supporting system generated data.

	70% automation at the end of Fourth year, 80% automation at the end of Fifth year			
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Selected Bidder has to provide all the required documentation/ system reports for assisting in calculation of SLA by LIC. Selected Bidder has to provide Text description of major outages (including a description of root-cause and fix) within a week resulting in unscheduled downtime.

LIC will have the right to recover monetary loss incurred due to malfunctioning of software / system failure / Errors in testing / negligence of bidder etc during project execution/ implementation/support phase.

**Penalty Cap:-** Maximum Penalty due to TCoE Solution breakdown/business interruption/malfunctioning of software/systemfailure – **10% of the Total Contract Value**, penalty will be deducted from any amount payable to the Bidder or by invoking the performance Bank Guarantee.

**SLA Table - 2**

Service Area	Service Level	Penalty
<b>Solution Implementation</b>		
All activities related to setup and kick-off of the project by bidder. <b>(Milestone M0)</b>	To be completed within 15 days from date of MSA.	Penalty of Rs. 5,000/- for delay per day.
Deployment of project implementation resources. <b>(Milestone M1)</b>	To be completed on the Resource Deployment date decided and intimated by LIC.	Penalty of Rs. 20,000/- for delay per day.
System Requirement Study for implementation of testing center of excellence and submission of report. <b>(Milestone M2)</b>	To be completed within 30 days from Milestone M1.	Penalty of Rs. 10,000/- for delay per day.
Detailed Project Plan and design document submission by bidder. <b>(Milestone M3)</b>	To be completed within 15 days from Milestone M2.	Penalty of Rs. 10,000/- for delay per day.

TCoE Solution setup creation along with delivery of software as per bill of materials (Production and DR) <b>(Milestone M4)</b>	To be completed within 30 days from Milestone M3.	Penalty of Rs. 10,000/- for delay per day.
Installation, integration and Customization & Development of Testing Centre of Excellence including Compliance of TCoE Solution to applicable CA, VA, PT, IS Audit, IRDA Audit, LIC's Information Security Policy and other regulatory requirements. <b>(Milestone M5)</b>	To be completed within 30 days from Milestone M4.	Penalty of Rs. 10,000/- for delay per day.
Pilot Run (In this phase the TCOE setup will be put in use and few of the testing requirements need to be tested for manual testing on pilot basis) <b>(Milestone M6)</b>	To be completed within 30 days from Milestone M5.	Penalty of Rs. 12,000/- for delay per day.
Pilot Run for Automated testing (In this phase few testing requirements need to be tested for automated testing on pilot basis) <b>(Milestone M7)</b>	To be completed within 45 days from Milestone M5.	Penalty of Rs. 12,000/- for delay per day.
Full Project implementation, documentation, training. (In this phase the TCOE setup should be fully functional with all the required implementations done, documented and live operations started for various testing as specified in the scope of this RFP.) <b>(Milestone M8)</b>	To be completed within 90 days from Milestone M7.	Penalty of Rs. 12,000/- for delay per day.
<b>Resources/Engineers Appointment / replacement:</b>		
Onsite/offsite Resources Appointment	If the candidate engineer called for interview is not found to be suitable, Bidder will have to provide an alternate candidate within a period of 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 subsequent support engineer.	@ 5% of the engineer's monthly rate approved by LIC for each day of delay.
Onsite/Offsite Resources replacement	In case a Core Team engineer is to be changed by the Bidder, minimum of two months (60 days) advance notice shall be given by the Bidder to LIC.	@ 5% of the engineer's monthly rate approved by LIC for each day of breach/delay.



	Additionally, an overlapping period of at least 1 month has to be there between the new and old engineer. If not done, penalty will be imposed.	
<b>Knowledge Management</b>		
Training to LIC users(Milestone M9)	Training not conducted within 15 days after intimation by LIC	Penalty of Rs. 1,000/- for delay per day.

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

#### **10.4.3. Exclusions from Downtime Calculations:**

The following events/incidents will be excluded from the downtime calculation for meeting the required uptimes: Scheduled downtime on account of preventive maintenance, system testing and acceptance test, system upgrades, updatesdownload etc.

## 11. OTHER CONDITIONS:

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

### 11.1 General obligations of the parties

The Selected Bidder will, at all times:

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

#### 11.1.1. Obligations of the selected Bidder

The Bidder will supply the Services:

1. With due skill and care and to the best of the Bidder 's knowledge capabilities and experience;
2. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, leading practice and guidelines;
3. Using the Specified Personnel;
4. In accordance with all applicable Laws;
5. In accordance with any reasonable directions, in relation to the Services to be provided by the Bidder, given by LIC from time to time;
6. 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;
7. The Bidder will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
8. The Bidder will be obliged to work closely with LIC's staff, act within its own authority and abide by directives issued by LIC and undertake implementation activities.
9. The Bidder will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated.

#### 11.1.2. Warranties

The Bidder will have to represent and warrant that:

- a. It has the right to enter into the Contract resulting this RFP;
- b. It has all rights, title, licenses/subscriptions, interests and property necessary to lawfully perform the Services;
- c. Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;

- d. The Services will be complete, accurate and free from material faults; and
- e. It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into LIC's systems or any Deliverables any Harmful Code.
- f. Bidder shall provide comprehensive onsite warranty for complete solution, and deliverables for all the environments including, but not limited to, Development, SIT, UAT, Test and Training, Staging and Quality Assurance, primary production set up, near DR and far DR set-ups as well as the co-location centers. Warranty will remain available for all production systems/components up to a period of 5 years from GO LIVE date. The warranty shall begin on date of delivery in respect of licensed software and services on date of completion of go-live phase in respect of development and customization and maintenance of application. During the warranty period, Bidder will ensure that proper ATS/AMC is taken from the concerning OEM and kept renewed from time to time. Further, the Bidder should provide AMC/ATS for the products and services as the case may be, post the period for warranty
- g. LIC shall promptly notify the Bidder in writing of any claims arising under this warranty.
- h. Period or correction of defects/issues during the warranty period shall be as per SLA which will include holidays.

#### **11.1.3. Access to LIC's premises**

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

#### **11.1.4. Conduct at LIC's premises**

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

#### **11.1.5. Assignments**

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

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

### **11.2 Documentation**

#### **11.2.1. Provision of Documentation**

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

#### **11.2.2. Documentation requirements**

The documentation must at the time of delivery:

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

### **11.3 Force Majeure Clause**

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

The Bidder shall be liable for any delay in execution or failure of their respective obligations under this agreement except for delay caused by occurrence of events beyond control of the Bidder (other than lack of funds for any reason or any strike lockout and labor disputes in respect of bidder only), including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, hostility, acts of public enemy, wars, riots, strikes, outside party's organization, sabotage, order/action or regulations of government, local or other public authorities.

In case a Force Majeure situation arises, the Bidder shall immediately notify LIC in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the execution of the Purchase Order. Unless otherwise directed by LIC in writing, the Bidder shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.

#### **11.3.1. Occurrence of unforeseen event**

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

#### **11.3.2. Notice of unforeseen event**

When the circumstances described as per 11.3.1 above arise or are reasonably perceived by the affected party as an imminent possibility, the affected party will give notice of those circumstances to the other party as soon as possible but within 2 calendar 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.

#### **11.3.3. Termination in case of Force Majeure**

If non-performance or diminished performance by the Affected Party due to the circumstances as per 11.3.2 above continues for a period of more than 30 consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice.

#### 11.3.4. Consequences of termination in case of Force Majeure

If the Contract is terminated as per clause 11.3.3:

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

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

#### 11.4 Indemnity

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

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

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

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

- a. Procure the right for LIC to continue using it,
- b. Replace it with a non-infringing equivalent,
- c. Modify it to make it non-infringing.

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

11.4.2. The indemnities set out in Clause 11.4.1 shall be subject to the following conditions:

- a. LIC as promptly as practicable informs the Bidder in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b. LIC will, at the cost of the Bidder, give the Bidder all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;

- c. If the Bidder does not assume full control over the Defense of a claim as provided in this Article, the Bidder may participate in such Defense at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the Bidder;
- d. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Bidder;
- e. All settlements of claims subject to indemnification under this Clause will:
  - A. 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
  - B. Includes any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- f. LIC will account to the Bidder for all awards, settlements, damages and costs (if any) finally awarded in favor of LIC which are to be paid to it in connection with any such claim or proceedings;
- g. LIC will take steps that the Bidder may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- h. in the event that the Bidder is obligated to indemnify LIC pursuant to this Article, the Bidder will, upon payment of such Indemnity in full, be subrogated to all rights and defenses of LIC with respect to the claims to which such indemnification relates; and
- i. If a Party makes a claim under the indemnity set out under Clause 11.4 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).

## **11.5 LIABILITY**

Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the Bidder and used/consumed by LIC, the Supplier/Bidder shall not be liable to LIC, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/Bidder to pay liquidated damages to LIC and the aggregate liability of the Supplier/Bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. However it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damage.

## **11.6 INSURANCE**

### **Obligation to Maintain Insurance**

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

## 11.7 Business Continuity

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

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

## 11.8 Confidentiality and privacy

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

### Confidential Information not to be disclosed

Information relating to the examination, clarification, comparison and evaluation of the bids submitted shall not be disclosed to any of the responding firms or their representatives or to any other person not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its bid. The Bidder including but not limited to its personnel, its agents and Associates is bound by the conditions of the Non-Disclosure Agreement submitted by the Bidder in response to the RFP as per **Annexure-5** NDA. During the execution of the project, the successful bidder will have access to confidential information of LIC such as servers, applications, network design, and architecture etc. The bidder shall use the same degree of care to maintain the confidentiality of the information as if the information is their own and shall not disclose at any point of time to any other person/third party the information so received. The bidder will:

- a. Use the information only for serving LIC's interest and restrict disclosure of information solely to their employees on a need to know basis in order to accomplish the purpose stated in this RFP;
- b. Advise each such employee, before he or she receives access to information, of the obligation of the bidder under this agreement and require such employee to honor these obligations. The Bidder will treat as confidential all data and information about LIC, obtained in the execution of his responsibilities, in strict

confidence and will not reveal such information to any other party without the prior written approval of LIC.

- c. Violation of NDA will lead to forfeiture of performance Bank guarantee and additionally will lead to legal action and blacklisting.
- d. The selected bidder 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.

#### **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 shared by LIC within LIC's organization, or with another Agency, where this serves legitimate interests;
- f) is authorized or required by law, including under the contract, to be disclosed;
- g) is in the public domain otherwise than due to a breach of this clause;
- h) Is lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential; or
- i) Is independently developed by the Recipient without use or reference to such Confidential Information.

#### **Obligations on disclosure**

Where a party discloses Confidential Information to another person:

- a. Pursuant to clauses a, b or e of Clause 11.8. sub section Exception to obligations above, the disclosing party must notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential;
- b. Pursuant to clauses c and d of Clause 11.8. sub section Exception to obligations above, the disclosing party must notify the receiving party that the information is Confidential Information.

#### **Additional confidential information**

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

#### **Period of confidentiality**



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

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

## **11.9 PROTECTION OF PERSONAL INFORMATION**

### **11.9.1. Application of the clause**

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

### **11.9.2 Obligations**

The Bidder acknowledges that it will use or disclose personal information obtained during the course of providing Services under the contract, only for the purposes of the contract.

## **11.10 SECURITY**

### **11.10.1 Compliance with LIC requirements / Regulatory Compliance**

The Bidder will ensure that its Personnel comply with:

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

### **11.10.2. Security clearance**

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

### **11.10.3. Removal of LIC Data**

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

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

## **11.11 Termination**

1. The contract will remain valid till all obligations of the contractor, as stipulated in the contract are fulfilled.
2. The successful bidder acknowledges and agrees that timely performance of all obligations is essence of

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

3. However, in case of termination /cancellation of Contract, the Contractor cannot absolve their responsibility towards the assets owned by LIC and kept / stored in their Co-Location Data Centre facility and has to comply with the requirement stipulated in this document. The successful bidder shall have no right of termination of Contract.
4. 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.

#### **11.11.1. Termination and reduction for convenience**

1. LIC may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the Services.
2. On receipt of a notice of termination or reduction, the Bidder must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect LIC Material and Contract Material; and continue work on any part of the Services not affected by the notice.
3. If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination.
4. 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.
5. LIC is not liable to pay compensation under clause ('3') supra, if the amount, in addition to any amounts paid or due, or becoming due, to the Bidder under the contract, exceeds the total Service Charges payable under the Contract. The Bidder is not entitled to compensation for loss of prospective profits.
6. The systems that are complete and ready for delivery within 30 days after the Bidder's receipt of notice of termination shall be accepted by LIC as per the Contract. For the remaining systems, LIC may choose to have any portion completed and delivered at the Contract terms and prices, and /or to cancel the remainder and pay to the Bidder an agreed amount for partially completed systems and for materials and parts previously procured by the Bidder.

#### **11.11.2. Termination by LIC for default**

1. Notwithstanding what has been stated this RFP LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part if the Bidder fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Bidder fails to perform any other obligation(s) under the Contract.
2. In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Bidder shall be liable to LIC for any excess costs for such similar systems or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.

### **11.11.3. Termination for Insolvency**

1. LIC may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC.
2. In case of termination under this clause, LIC is liable to pay for all the services performed by the Bidder till the effective date of termination.

### **11.11.4. After termination**

On termination of the contract the Bidder must:

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

### **11.11.5. Survival**

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

- a. Clause 9.25 (Intellectual Property Rights);
- b. Clause 11.4 (Indemnity);
- c. Clause 11.8 (Confidentiality and privacy);
- d. Clause 11.9 (Protection of personal information);
- e. Clause 11.10 (Security);
- f. Clause 11.11.9(Knowledge transfer)
- g. Warranty

### **11.11.6. Severability**

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

### **11.11.7. Termination does not affect accrued rights**

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

### **11.11.8. Business continuity beyond contract period**

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

### **11.11.9. Knowledge transfer**

Subject to any qualification or provision to the contrary in the Scope of Work, the Bidder must provide the

following assistance to LIC on termination or expiration of the contract:

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

## 11.12 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.

### 11.12.1. Service of notices

A Notice must be:

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

#### LIC's Address for notices:

Executive Director (IT / SD)  
Life Insurance Corporation of India  
Central Office, IT Department,  
3<sup>rd</sup> Floor, Jeevan Seva Annexe,  
S.V Road, Santacruz(W)  
Mumbai- 400054

#### Bidder's Address for notices:

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-----  
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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.

### 11.12.2. Effective on receipt

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

- a. If hand delivered, on delivery;

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

### **11.13 Transition Support**

In the event of failure of the Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the LIC at its sole discretion may make alternate arrangement for getting the Services contracted with another Bidder. In such case, the LIC shall give prior notice to the existing Bidder. The existing Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the LIC, at no extra cost to the LIC, for ensuring smooth switch over and continuity of services. If existing Bidder is in breach of this obligation, they shall be liable for paying a penalty of 50 Lakhs on demand to the LIC, which may be settled from the payment of invoices for the contracted period.

As part of transition support, the bidder is also required to ensure the following:

- Knowledge transfer, including skills, process methodologies & documentation etc.
- Transfer of LIC data and documents, transfer of any ownership of assets to LIC.
- Revoking access rights, logical & physical, over the IT assets of LIC.

### **11.14 Privacy and Security Safeguards**

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

### **11.15 Approvals and consents**

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

### **11.16 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.

### **11.17 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.

### **11.18 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.

### **11.19 Relationship**

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

### **11.20 Governing law and jurisdiction**

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

### **11.21 Workmen Safety and Insurance**

The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers

(a) shall take out and maintain and shall cause any Subcontractors (if subcontracting allowed in the contract) to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Entity's request, shall provide evidence to the procuring entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders etc. are being used by their workers while carrying out works. The Procuring Entity shall not be liable for any compensation in case of any fatal injury/death caused to or by any manpower while performing/discharging their duties/for inspection or otherwise.

### **11.22 Exit Clause**

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

### **11.23 Support to be provided by LIC**

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

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

#### **11.24 Rights reserved by LIC**

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

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

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

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

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

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

#### **11.25 Land Border Clause**

The land border clause is governed by the Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. Bidders have to submit a self-declaration for land border clause in the form of **Annexure-21**.

### **11.26 Minimum Wages**

The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act, 1948. In this effect, the bidder has to submit the undertaking on their company letterhead signed by an authorized signatory.

The successful bidder will ensure strict compliance of all labor laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and LIC will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between LIC and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with LIC. In the event of any demand/fines/penalty made by any of the authorities on LIC in respect of the conduct/actions taken by the bidder/their employees/laborers, LIC will be entitled to recover the said amounts from the bills / amount payable or from the performance bank guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

### **11.27 Site Not Ready Cases**

In case the site is not found ready for installation upon the selected bidder's visit, due to any reason(s) attributable to LIC, then the selected bidder will undertake following activities:

Open the consignment boxes and verify the deliverables as per Purchase order.

In case of complete delivery (i.e. no short shipment of any component), conduct Power-On Self-Test (POST) and see the equipment are working properly.

After POST, seal the boxes again in presence of LIC officials who will sign the SNR.

Obtain a SNR certificate from the LIC office within the delivery and installation period else penalty will be applicable.

In case of SNR, payments to the selected bidder will not be withheld for want of installation certificate. However, the selected bidder has to submit an undertaking that as and when the site is ready, the said equipment will be installed by the selected bidder within 14 days of being intimated that the site is ready. If installation is not done within the stipulated time-frame of 14 days, penalty of 0.3% of the total cost of the item(s) per day will be applicable from the 15th day onwards, subject to a maximum of 10% of the cost of that item(s).

In case of any short shipment/equipment not functioning, LIC will not issue Site Not Ready (SNR) certificate but only Short Shipment Form (SSF) will be issued. selected bidder should arrange the delivery of the short shipment/faulty equipment within the delivery and installation period else, penalty defined as per clause above will be applicable.



## 11.28 Right to inspect

LIC can conduct an audit of operational & security controls of the vendor prior to final selection as well as during the currency of the project to ascertain the risks. LIC may also conduct periodic inspection or audit on the selected vendor either by internal auditors or by Chartered Accountant firms appointed by LIC to examine the compliance of the agreement while carrying out the activities under the contract.

The agreement shall neither prevent nor impede LIC from meeting its respective regulatory obligations, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining information from either LIC or successful vendor.

The successful bidder will allow authorized representatives of the IRDAI the right to: -

- a) Examine their books, records, information, systems and the internal control environment to the extent that they relate to the service being performed for LIC and
- b) Access their internal audit reports or external audit findings that concern the service being performed for LIC.

## 11.29 RACI/RASCI Matrix

Below Table depicts desired RACI (Responsible-R, Accountable-A, Consulted-C, Informed-I) matrix for in-scope solutions which is non-exhaustive. The successful bidder must submit comprehensive RACI for proposed services in a similar way in their response to RFP.

SN	Activity	SI / OEM	LIC
<b>1</b>	<b>Current State Assessment</b>		
	Kick-off, plan creation, project governance & communications structure creation	R, A	C, I
	Facilitation for SI team to work out of LIC offices	C, I	R, A
	LIC SPOC allocation & stakeholder identification for ITSM Solution deployment	C, I	R, A, C
	Conduct thorough study of LIC's current business processes and procedures	R, A	C, I
	Identify gaps to the current process based on the global standards, regulatory guidelines, and best practices and prepare detailed gap assessment report including recommendations	R, A	C, I
	Obtain sign-off from relevant LIC stakeholders on the gap assessment report	R, A	C, I
	Incorporate recommendations in the underlying data to be uploaded in the tool	R, A	C, I
<b>2</b>	<b>Design workshop &amp; system configuration</b>		
	Conduct workshop to obtain a detailed understanding of the RFP requirements	R, A	C, I
	Prepare Business Requirement Specification (BRS) & System Requirement Specification (SRS)	R, A	C, I
	Obtain sign off from LIC management on agreed system functionalities	R, A	C, I
	Configure the system based on the agreed functional and non-functional requirements and provide demo for the system configured.	R, A	C, I
<b>3</b>	<b>Implementation</b>		
	Prepare an implementation strategy	R, A	C, I
	Prepare a detailed phase-wise plan including timelines and milestones	R, A, C	C, I
	Ensure integration of security and compliance requirements	R, A	C, I
	Implement the Service Management tool and the specified modules	R, A	C, I
	Deploy Service Management tool with relevant data and integrate with other systems	R, A	C, I

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SN	Activity	SI / OEM	LIC
	QA testing results for each module	R, A	C, I
<b>4</b>	<b>User acceptance testing</b>		
	Provide access for User Acceptance Testing (UAT)	R, A	C, I
	Prepare UAT test scenarios	R, A	C, I
	Review UAT test scenarios	C, I	R, A
	Perform User Acceptance Testing (UAT)	R, A	C, I
	Resolve discrepancies if any as highlighted during the UAT in timely manner	R, A	C, I
	Provide security assurance to ensure protection of data and maintain functionality as intended	R, A	C, I
<b>5</b>	<b>Movement to production environment (Deployment)</b>		
	Deploy the final version including all the feedbacks	R, A	C, I
	Provide final certification of successful deployment	R, A	C, I
<b>6</b>	<b>Training and knowledge transfer</b>		
	Prepare training schedule inclusive of number of trainings, locations and number of participants	R, A	C, I
	Develop training and reference materials and share the same with the users	R, A	I
	Conduct training sessions	R, A	C, I
<b>7</b>	<b>Post go-live support</b>		
	Provide post implementation support to LIC's core team for 5 years.	R, A	C, I
	Conduct adequate number of refresher training sessions	R, A	C, I
	Resolution of production defects and operational issues	R, A	C, I
	Incorporate relevant changes in system on request as and when required	R, A	C, I

LIC also intends to add the Support component(S) to the RACI matrix to finalise a comprehensive RASCI matrix after identifying all the support responsibilities either after POC or during project implementation.

**EXECUTIVE DIRECTOR (IT/SD)**

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**LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024**

**To be submitted on a stamp paper of requisite value by the bidder and each page to be signed by authorized signatory**

**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of..... 2024. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as “LIC” or “LICI”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (Act 31 of 1956) and having its central office at “Yogakshema” Jeevan Bima Marg Mumbai 400021. (here in after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s .....represented by Shri..... .(Hereinafter called the “BIDDER /SELLER/SERVICE PROVIDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of theSecond part.

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

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

NOW, THEREFORE,

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

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

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

following transparent procedures.

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

**1. Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, 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.
- 1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the “Chief Vigilance Officer” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

**Commitments of BIDDERS**

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

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

any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavour to any person in relation to the contract of any other contract with the Government.

- 3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/Contractor will not commit any offence under the relevant 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.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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

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

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

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

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

#### **4. Previous Transgression**

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

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

#### **5. Sanctions for Violations:**

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled

to deduct the amount so payable from the money(s) due to the BIDDER.

- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

#### **6. Independent Monitors:**

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

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

- 1) Shri Rajni Kant Mishra, IPS (Retd.), Ex Director General in BSF  
B-1801, Amrapali Sapphire, Sector-45, NOIDA, Uttar Pradesh, Pin-201303  
Email Address: rkm592002@yahoo.co.in & rkmishra84@gmail.com Contact no.: (+91) 9717328500
- 2) Shri Arun Chandra Verma, IPS (Retd.),  
Flat no-C-1204, C Tower, Amrapalli, Platinum Complex, Sector-119, NOIDA, Uttar Pradesh  
Email Address: acverma1@gmail.com Contact no.: (+91) 8130386387

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

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

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

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

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

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

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

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

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

#### **7. Facilitation of Investigation:**

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

#### **8. Law and Place of Jurisdiction:**

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

#### **9. Other Legal Actions:**

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



If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. Changes and supplements as well as termination notices need to be made in writing.

**10. Validity:**

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

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

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

BUYER	BIDDER	Name of the Officer:
CEO: Designation Deptt./		

Witness

1.....

1.....

2.....

2.....

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

**Annexure-2**

**Eligibility Bid Form (Covering Letter)**

**LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024**

Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01

Date:

To,

The Executive Director (IT-SD),

Central Office, Information Technology Department

Life Insurance Corporation of India 3<sup>rd</sup> Floor, Jeevan Seva Annex

S V Road, Santacruz (West), Mumbai 400 054.

Dear Sir,

Having examined the RFP Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide TCoE Solution in conformity with the said Request for Proposal Documents and hereby undertake that we accept all the conditions of the contract of the Bidding Document and will supply the complete solution as per the bidding documents. We further undertake that we fulfill the Minimum Eligibility Criteria stated in **Annexure-3** and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience, qualification requirements and past performance and the required bid security declaration are furnished with this bid form. We further undertake that all the services shall be performed strictly in accordance with the bid documents, if our bid is accepted for TCoE Solution in accordance with the requirements and the delivery schedule discussed and agreed.

Further if our bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the Life Insurance Corporation of India for a sum equivalent to 5% of the Contract Price as performance security for the Contract. We agree to abide by this bid for the bid validity period, Performance Bank Guarantee (PBG) and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this ..... day of..... 20..

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

Seal:

Date :

Place :

Business Address :

Witness Signature

Bidders Signature

Name :

Name :

Address :

Designation:

Company :

Company:

Date:

Date :

**Annexure-3****ELIGIBILITY CRITERIA****LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected

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

S.no	Particulars	Remarks/Supporting Documents	Details of Documents Submitted by Bidder
1	The bidder must be a registered legal entity in India.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.	
2	The bidder should have minimum annual turnover of 100 Crores per annum in two of the last three Financial Years.	Details should be submitted in Annexure EC-A along with copies of Audited Financial Statements for the relevant years, duly signed by Authorized Signatory.	
3	The bidder should have positive net worth for the last three audited financial years.	Details should be submitted in Annexure EC-A along with copies of Audited Financial Statements for the relevant years, duly signed by Authorized Signatory along with Certificate from Company Secretary or Chartered Accountant of the Company.	
4	The bidder should have made net profit in the last three audited financial years.	Details should be submitted in Annexure EC-A along with the copies of Audited Profit and Loss Statements for the relevant years, duly attested by the Authorized Signatory.	
5	Bidder should be in business of Application testing services in India for at least 5 years.	Copies of PO/Work Order/Commissioning certificate/Communication from the Organization for the relevant experience, duly attested by the Authorized Signatory of the Company.	
6	TCoE/Testing solution in at least Two referenceable BFSI sector organization in India where implementation was done after 01.01.2018 OR implemented before but continued beyond	Details should be submitted in Annexure -EC –A and Annexure EC-C along with the copies of PO/Work Order/Invoice/Commissioning certificate/Communication from the Organization for the relevant experience, duly attested by the Authorized Signatory of the Company.	

	01.01.2018. The Total PO/Work Order/Invoice value after 01.01.2018 should be minimum INR 15 Crores in each implementation.		
7	Implementation/Managing of TCoE/Testing solution in at least One Insurance organization in India since 01.01.2018.	Details should be submitted in Annexure -EC –A and Annexure EC-C along with the copies of PO/Work Order/Invoice/Commissioning certificate/Communication from the Organization for the relevant experience, duly attested by the Authorized Signatory of the Company.	
8	Bidder should have minimum 1000 full time technical resources in their payroll specializing in testing. Minimum 200 resources out of them should be in insurance domain.	Certificate from Head (HR) or company secretary or equivalent for number of technically qualified professionals employed by the bidder and appropriate supporting undertakings.	
9	Bidder should have minimum 50 ISTQB Certified Resources in their payroll.	All ISTQB Certificates along with Certificate from Head (HR) or company secretary or equivalent.	
10	The bidder should have i) ISO/IEC 17025:2017, ii) ISO 9001:2015 and iii) ISO/IEC 27001:2022 certification	Copies of valid ISO certifications should be submitted and an undertaking as per Part-B of Annexure EC for ensuring the continuity of the ISO certification during the entire period of the contract, resulting from the RFP process. The certifications should be duly attested by the Authorized Signatory. The certificates should be valid as on the date of submission of bid.	
11	The bidder should not be blacklisted/ debarred by any PSU/BFSI/Govt. Agency/LIC, as on date of submission of bid.	If the bidder is debarred under any of the projects of PSU/ BFSI/Govt. Agency/LIC, the bid will be rejected. A certificate to that effect has to be submitted by Company secretary or authorized signatory.	

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

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

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

The decision of LIC would be final and binding on all the Bidders to this RFP. LIC may accept or reject an offer without assigning any reason what so ever. The above eligibility criteria must be complied as per **Annexure-9** Compliance sheet for Qualification Bid.

Documentary Evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. All the Certificate should be valid / in force as on the date of submission of bid.

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_**

Signature

(Seal of Company)

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

**LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024**

**DECLARATION**

Terms & Conditions

We hereby undertake and agree to abide by all the terms and conditions stipulated by the CORPORATION in the RFP document REF: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature:

Seal of Company

**Annexure-5**

**Non-Disclosure Agreement (NDA)**

**(No deviations in wordings permitted)**

**(To be executed over Stamp of requisite value/ Franked paper & notarized)**

**LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024**

This Non-Disclosure Agreement (“NDA”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and twenty four (2024) 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”, a statutory corporation established under section 3 of Life Insurance Corporation Act, 1956 (Act 31 of 1956) and <Bidder’s company name> a company incorporated under the laws of Indian Companies Act 1956 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 , the Respondent may be gathering information on LIC’s Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., (“Proprietary Information”) indicated as confidential by LIC and made available to the Respondent., is privileged and strictly confidential to and / or proprietary of LIC.

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

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Respondent agrees to hold all Confidential Information received from LIC in confidence. Respondent will use such Confidential Information only for the purpose of developing the Response to the said engagement; restrict disclosure of such Confidential Information to its employees and employees of its affiliated companies with a need to know and inform such employees of the obligations assumed herein. Respondent will not disclose such Confidential Information to any third party without the prior written approval of LIC.

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

Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024



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 Project 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 in no case its employees or representative uses any USB or connectivity device in the hardware systems of LIC without permission from LIC.

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

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

- Information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder;

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

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

No license expressed or implied in the Confidential Information is granted to Respondent other than to use the information in the manner as is permitted in the RFP 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. Use of such property or licenses without the permission of LIC is strictly prohibited and the respondent will ensure that any of its employee or representative does not violate this condition, and even in the case when they cease to have any relationship with respondent.

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

There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither LIC makes any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of

Confidential Proprietary Information or any other information or data related thereto, or with respect to the use thereof by Respondent.

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

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

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

Respondent 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.

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

Respondent 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 one year, beyond the Contract period regardless of any prior termination of this NDA.

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

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

The Respondent 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 & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator with mutual consent. The place of arbitration shall be Mumbai, India and the arbitration proceedings shall take place in the English language.

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

Address – .....  
.....

Authorized

SignatoryName :

Designation:

Place: Mumbai

**Annexure-6**

**UNDERTAKING FOR WARRANTY**

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

**LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024**

To,

The Executive Director

Life Insurance Corporation of India

Central Office, Information Technology Department, Jeevan Seva

Annexe Building, 3<sup>rd</sup> 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 installation 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 will be available for a period of Five years and if required further extendable by 2 years.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Authorized Signatory

Signature of the authorized official

Name:

Designation:

Name & Address of the company:

**Seal of the Company**

**Annexure-7 Format for Performance Bank Guarantee (PBG)**

**LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024**

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 (RFP) No \_\_\_\_\_ dated \_\_\_\_\_ you have issued a LOI/PO No. \_\_\_\_\_ dated \_\_\_\_\_ to M/s \_\_\_\_\_, having its corporate office at \_\_\_\_\_ (hereinafter referred to as "the Contractor") to *develop, implement and support name of TCoE solution/service for the Corporation.*

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 corporate 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 & Address) \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the "Supplier").

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Supplier, up to a total amount 5% of TCO 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). Whereas incorporated under companies act having its registered office at is participating in RFP ref LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

for \_\_\_\_\_ is submitting this guarantee under the terms & conditions of the said RFP.

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 65 months from the date of submission).

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

This Guarantee shall not be affected by any change in the Constitution of the Bank or the 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 2024

For \_\_\_\_\_

(Branch and Bank)

Place:

**LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024**

**(To be submitted in Company's letterhead)**

Date:

To,

The Executive Director

Life Insurance Corporation of India

Central Office, Information Technology Department

,Jeevan Seva Annexe Building, 3<sup>rd</sup> floor,  
S.V. Road, Santacruz (West), Mumbai - 400 054

**Subject: Authority Letter**

Reference: RFP document no. LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

Dear Sir,

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

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

Specimen Signature:

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

For M/s \_\_\_\_\_ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.



## Annexure-9

## Compliance Sheet for Qualification Bid

LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

	Basic Requirement	Required	Provided	Reference & Page Number
1.a	Bid Processing Fee	NEFT Transfer to LIC of India A/C number INR 11,800/- (Inclusive of applicable Taxes) Refer: Annexure- 15 LIC Bank Account Details	Yes/No	
1.b	Earnest Money Deposit/ Bid Securing Declaration	Bank Guarantee as EMD as per format of Annexure-16 OR Bid Securing Declaration Form submitted as per format of Annexure-16A	Yes/No	
2.a	Legal Entity	Copy of Certificate of Incorporation and Copy of GST Registration Certificate	Yes/No	
2.b	Registered Company in India.	Copy of Registration	Yes/No	
3.	The bidder should be a single entity, no consortium or joint venture is permitted.	Self-certifying letter by the person Authorized to bid duly stamped by Company's seal.	Complied / Not complied	
4.	The bidder would undertake not to sub-contract / outsource any part of the work without LIC permission.	Self-certifying letter by the person Authorized to bid duly stamped by Company's seal.	Yes/No	
5.	Bidder should be in business of Application testing services in India for at least 5 years.	Copies of PO/Work Order/Commissioning certificate/Communication from the Organization for the relevant experience, duly attested by the Authorized Signatory of the Company.	Yes/No	
6.	Bidder should have minimum 1000 full time technical resources in their payroll specializing in testing. Minimum 200 resources out of them should be in insurance domain.	Certificate from Head (HR) or company secretary or equivalent for number of technically qualified professionals employed by the bidder and appropriate supporting undertakings.	Yes/No	

Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

7.	Bidder should have minimum 50 ISTQB Certified Resources in their payroll.	All ISTQB Certificates along with Certificate from Head (HR) or company secretary or equivalent.	Yes/No	
8.	The bidder should have i) ISO/IEC 17025:2017, ii) ISO 9001:2015 and iii) ISO/IEC 27001:2022 certification.	Copies of valid ISO certifications duly attested by the Authorized Signatory.	Yes/No	
9.	The bidder should not be blacklisted/ debarred by any PSU/BFSI/Govt. Agency/LIC, as on date of submission of bid.	A certificate by Company secretary or authorized signatory duly stamped by Company's seal.	Yes/No	
10.	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.	Self-certifying letter from the Bidder/Service Provider, by the person Authorized to bid duly stamped by Company's seal.	Yes/No	
11.	Power of Attorney or copy of the Board Resolution	Power of Attorney on stamp paper in the name of the Authorized signatory or a duly certified copy of the Board Resolution demonstrating that the representative has been duly authorized to sign.	Yes/No	
12.	Other Annexures	As per Checklist (Annexure 24)	Yes/No	

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Authorized Signature (In full and

initials): Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

Sl.No.	Purpose	SW/Tool/ Components	No of Servers	CORE per server	RAM server	per	Storage per server	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-11**

**Details of Litigation(s)**

**LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024**

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

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

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

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

**Witness:**

**Bidder:**

Signature:

Signature:

Name and Address:

Name and Address:

Date:

Date:

LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

[Ref: \_\_\_\_\_ ]

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

1	<b>Name of the Company</b>	
2	<b>Line Of Business:-</b> Whether OEM, Integrated IT Solutions/Support & Services provider, Pure Play testing solution provider or Authorized Channel Partner of OEM	
3	<b>Company Registered as</b> <b>[Public Limited/Private Limited/Others]</b>	
4	<b>Date of Incorporation</b>	
5	<b>Address of Corporate/ Registered Office</b>	
	Line 1	
	Line 2	
	Name Of City	
	State	
	Postal Code	
	Email id	
	Phone no.	
6	<b>GST Registration No. and Date of registration</b>	
7	<b>Names of the States for which the bidder has GST Registration No. (including all Billing offices)</b> <b>(Attach registration Certificates)</b>	
8	<b>PAN No. ( Attach self-certified copy of PAN)</b>	
9	<b>Turnover of the Company:</b>	
	<b>Financial Year : (in Crores) in Last Three Financial Years</b>	
	Current Year(Mention Year)	
	Current -1 Year(Mention Year)	
	Current -2 year (mention year)	
10	<b>Net Worth of the Company after Tax</b>	
	<b>Financial Year : (in Crores) Last three Financial Years</b>	

	Current Year(Mention Year)						
	Current -1 Year(Mention Year)						
	Current -2 year (mention year)						
11.	<b>Net Profit of the Company</b>						
	<b>Financial Year : (in Crores) Last three Financial Years</b>						
	Current Year(Mention Year)						
	Current -1 Year(Mention Year)						
	Current – 2 Year(Mention Year)						
12	<b>Details of Projects undertaken by the bidder</b>						
	<b>Details of relevant Projects/POs executed for supply of Testing/TCOE solution:(Multiple Purchase Orders from the same customer can be clubbed)</b>						
	<b>PO Date/ Work Order Date</b>	<b>PO Number</b>	<b>PO Amount</b>	<b>Name of the client</b>	<b>Sector of the client (BFSI/General Insurance/Life Insurance etc)</b>	<b>Name and contact details of Sr. officer representing the client for the purpose of reference</b>	<b>Whether the Project has been successfully executed as on date of bid submission (along with Date of completion of the Project)</b>
13	<b>Bidder's Address for communication :</b>						
	Line 1						
	Line 2						
	Name Of City						
	State						
	Postal Code						
	Email id						
	Phone no						
14	<b>Bank Details (along with Cancelled cheque/ relevant proof)</b>						
	Name of Bank						
	Branch						

	MICR Code	
	Type of A/C	
	Account No.	
	IFSC Code	
<b>15</b>	<b>Bidder`s Official Web Site (URL)</b>	
<b>16</b>	<b>Any other relevant information not covered in the above points :</b>	

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**Signature of the Authorized Signatory**

**Name:**

**Designation:**

**Name & Address of the  
company:Seal of the Company**

**Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024**

Ref: \_\_\_\_\_]

**Undertaking by the Bidder for ISO certification**

We hereby give an undertaking that we shall supply Integrated IT solutions, Software licensing for newly procured software/products ,support and services to LIC of India under the referred RFP, which are compliance with, following ISO certifications any other certification as per eligibility criteria:

- 1. ISO 9001
- 2. ISO/IES 17025
- 3. ISO 27001

We further give an undertaking that we will ensure that the ISO Certifications continue to be valid during the entire periodof the contract.

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_**

**Signature of the Authorized Signatory**

**Name:**

**Designation:**

**Name & Address of the  
company:Seal of the Company**



LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

[Ref: \_\_\_\_\_]

**Details of Bidder for Eligibility Evaluation:****Project Citation Details:**

[Use separate sheet for each Reference/Project]

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

Sl. No	Particulars	Details
1	Citation Serial Number	e.g. 1 of 5; 2 of 5 etc....
2	Name of Client (referenciable)	
3	Address of Client	
4	Sr. Official of Client and Official Contact Details (Mobile/ email)	
5	Name of Project	
6	Name of the System Integrator for the Assignment	
7	PO/Work Order/Invoice value after 01.01.2018	
8	Is the Client a Scheduled Public Sector bank/Scheduled Private sector bank/Scheduled foreign Banks/Life Insurance Company / General Insurance Company/Other BFSI/Other sector	Name the Exact Sector
9	Is the Project in India / Outside India	
10	Project Start and End Dates	Start Date:- To date:-
11	Outcome of the project : Whether completed or ongoing	

12	If Completed : date of Completion If ongoing: Which of the assignment have been accomplished? Which are in pipeline and ongoing. (e.g. Setup Completed, Under Implementation etc)	
13	Brief narrative/description of Project in about 50-100 words	
14	Whether Automation Testing is being done for this project? (Along with details)	
15	Whether functional and performance testing is being conducted for the project? (Along with details)	
16	Concurrency of performance testing for the project?	
17	How Assignments is relevant to current project (e.g. Similar Nature of Work).	
18	Software/Tools Implemented along with OEM name.	
19	Nature of Workload Information	
	(i)Number of testing Resources deployed for the project	
	(ii)Number of applications being tested.	
20	Details of documents attached for this citation (PO/ work orders/ Implementation Certification/ Letter etc.)	

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

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_**

**Signature of the Authorized Signatory**

**Name:**

**Designation:**

**Name & Address of the**

**company:Seal of the Company**

**LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024**

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

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

**LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024**

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

Dear Sir,

- a. Having examined Request for Proposal including all its Annexures, Appendices “the tender documents” the receipt of which is hereby duly acknowledged, we, the undersigned offer to procure and supply the items/services mentioned in the “Request for Proposal” in conformity with the said RFP Documents and in accordance with the schedule of Prices indicated in the Commercial Bid and made part of this Tender.
- b. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Documents.
- c. We agree to abide by this Tender Offer from date of Tender (Eligibility, Technical and Commercial Bid)/ opening and our offer shall remain binding on us and may be accepted by LIC at any time before expiry of the offer period.
- d. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- e. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- f. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will ensure strict compliance to Digital Personal Data Protection Act 2023.
- g. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will ensure strict compliance to IRDAI (Outsourcing of Activities by Indian Insurers) Regulations, 2017.
- h. 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.

Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

- i. The Bidder should certify that the contents of the soft copies and hard copy will be same.
- j. We agree to submit the hard copy of tenders (Eligibility, Technical and Commercial Bid) dully signed by authorized person, as demanded or required by LIC.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**Signature of the Authorized Signatory**

**Name:**

**Designation:**

**Name & Address of the  
company:Seal of the Company**

RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

**Note:** This document is containing the general instructions to bidders for e-procurement process through [www.tenderwizard.com/LIC](http://www.tenderwizard.com/LIC) . Bidders may require to follow some instructions/steps given in this document at different stages of e-tendering process as per the instructions given in the RFP.

### **CONTACT:**

#### **Helpdesk Nos.:**

Phone: 080-40482100

Email Id: [licetenderhelpdesk@gmail.com](mailto:licetenderhelpdesk@gmail.com)

#### **Step 1**

##### **Registration Process**

**URL:** [www.tenderwizard.com/LIC](http://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  “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 Savethe 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 inthat 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 inthese 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 andattached 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 DocumentSummary sheet will appear.

In General Document Summary screen select the file you want to attach and make necessary changes for Tender Stage andclick 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 ofDocument). (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 actionsi.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 TenderForm” 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 theprint 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.

RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024



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

SIGNATURE

**Annexure-16:**

**Bank Guarantee for EMD**

**Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024**

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 corporate 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 & Address)\_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the “Supplier”).

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Supplier, up to a total amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and we undertake to pay you, upon your first written demand, without cavil or argument, any sum or sums as specified by you within the limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Whereas incorporated under companies act having its registered office at is participating in RFP ref LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024 for \_\_\_\_\_ is submitting this guarantee under the terms & conditions of the said RFP.

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 12 months from the date of submission).

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

This Guarantee shall not be affected by any change in the Constitution of the Bank or the 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 2024

**Annexure-16A**

**Bid Securing Declaration Form**

**(Notarized on stamp paper)**

LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

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

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 Performance Security, in accordance with the Instructions to Bidders.

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

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

## Annexure-19

## Manufacturers' Authorization Form

(To be submitted on Company (OEM)'s letterhead)

To  
Executive Director (IT/SD),  
Life Insurance Corporation of India,  
Central Office, IT/SD Department, 3<sup>rd</sup> Floor,  
"Jeevan Seva Annexe", S. V. Road, Santacruz (W), Mumbai-400054.

Dear Sir/Madam,

**RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024 for TCoE in LIC**

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 five years from the date of procurement.

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

Sl No	Software Component	License / Subscription Type	Level of Support (Business critical + 24*7)

(Add rows if required.)

We confirm and undertake that the proposed components are technically validated, compatible and certified for fitness for purpose and LIC's technical and functional requirements.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Signature of the Authorized Signatory**

**Name:**

**Designation:**

**Name & Address of the company:**

Seal of the Company:

## Annexure-20

## TECHNICAL BID EVALUATION MATRIX

RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

The proposed Testing Center of Excellence (TCoE) solution will be technically evaluated based on the following.

### Stage A: Mandatory Technical Compliance:

- The proposed solution/software/tool should comply with **all the specifications** stated in Technical Annexure (**Annexure-17**) of the RFP.

**(Proposed solutions which do not meet the above criteria will not be further evaluated in Stage-B and the proposal will stand disqualified)**

### Stage-B-Technical Scoring:

**Proposed solutions which qualify Stage-A will only be evaluated under Stage-B.**

**Only those references compliant to the below mentioned criteria will be considered for evaluation under Stage B:**

- The SI of the reference implementation must be same as the bidder.
- Technical Score will be based on the documentary evidences submitted by the bidder. LIC reserves the right to verify the submissions.
- References must be verifiable.
- Implementation of the references should be done on or after 01.01.2018 OR implemented before but continued beyond 01.01.2018. (Except SI. No 9). The PO/ Work order/Invoice dates must be for services beyond 01.01.2018.

Sl. No.	Evaluation Parameter	Maximum Marks	Details of Marks Calculation	Attachments/Necessary Documentary Evidence Proofs to the satisfaction of LIC
1	Bidder's annual turnover in at least two of the last three Financial years	5	500 Crores and above → 5 Marks 200 Crores and above → 3 Marks 100 Crores and above → 2 Marks	Copies of Financial Statements for the relevant years, duly signed by Authorized Signatory.
2	Quality Assurance Practice: - <b>ISO 9001:2015 certification</b>	5	Bidder has valid accreditation as below: 1. Valid since 01.01.2022 or before → 5 Marks 2. Otherwise → 3 Marks	ISO Certificate

3	Certified Offshore Development facility and Lab: <b>ISO/IEC 17025:2017 certificate</b>	5	Bidder has valid accreditation as below: 1. Valid since 01.01.2022 or before → 5 Marks 2. Otherwise → 3 Marks	ISO Certificate
4	Infosec compliance and Security Assurance: - <b>ISO/IEC 27001:2022 certificate</b>	5	Bidder has valid accreditation as below: 1. Valid since 01.01.2022 or before → 5 Marks 2. Otherwise → 3 Marks	ISO Certificate
5	Full time Technical resources in bidder's payroll	5	1. More than 10000 resources → 5 marks 2. More than 5000 resources → 3 marks 3. 1000 resources or more → 2 marks	Certificate from Head (HR) or company secretary or equivalent for number of technically qualified professionals employed by the bidder and appropriate supporting undertakings.
6	Full time Technical resources in bidder's payroll with experience in Insurance domain	5	1. More than 600 resources → 5 marks 2. More than 400 resources → 3 marks 3. 200 resources or more → 2 marks	Certificate from Head (HR) or company secretary or equivalent for number of technically qualified professionals employed by the bidder and appropriate supporting undertakings.
7	Quality Assurance: ISTQB Certified Resources with Bidder	6	1. More than 200 Engineers → 6 Marks 2. More than 125 Engineers → 4 Marks 3. 50 Engineers or More → 2 Marks	All ISTQB Certificates along with Certificate from Head (HR) or company secretary or equivalent.
8	Automation OEM certified Resources	4	1. More than 50 Engineers → 4 Marks 2. More than 25 Engineers → 3 Marks 3. More than 10 Engineers → 2 Marks 4. Otherwise → 0 Marks	Certificate from Head (HR) or company secretary or equivalent for number of technically qualified professionals employed by the bidder and appropriate supporting undertakings.
9	Experience in application testing service business in India	5	Experience since 01.01.2014 or before → 5 Marks Experience since 01.01.2017 or before → 3 Marks Experience since 01.01.2019 or before → 2 Marks	PO/Work Order/Commissioning certificate/Communication from the Organization for the relevant experience



10	TCoE/Testing solution in at least Two referenceable BFSI sector organization in India where implementation was done on or after 01.01.2018 OR implemented before but continued beyond 01.01.2018. The Total PO/Work Order/Invoice value after 01.01.2018 should be minimum INR 15 Crores in each implementation.	15	4 Implementations → 15 marks 3 Implementations → 12 marks 2 Implementations → 8 marks	PO/Work Order/Invoice/Commissioning certificate/Communication from the Organization for the relevant experience
11	Implementation of TCoE/Testing solution in any Life Insurance sector organization worldwide.	10	Two Marks for each implementation, subject to maximum marks.	PO/Work Order/Commissioning certificate/Communication from the Organization for the relevant experience
12	Bidder should have implemented Automation Testing assignments for a BSFI sector organisation in India	5	More than 1 reference → 5 Marks 1 reference → 3 Marks Otherwise → zero marks	PO/Work Order/Commissioning certificate/Communication from the Organization for the relevant experience
13	Bidder should have experience of Functional & Performance testing experience at any BFSI in India benchmarked for concurrency.	5	Benchmarked for more than 20000 concurrency → 5 Marks Benchmarked for more than 10000 concurrency → 3 Marks Otherwise → 0 Marks	PO/Work Order/Commissioning certificate/Communication from the Organization for the relevant experience.
14	Implementation of TCoE/Testing solution with minimum 50 resources in each	10	Two Marks for each implementation, subject to maximum marks.	PO/Work Order/Commissioning certificate/Communication from the Organization for the relevant experience

	implementation in India.			
15	<p>Testing Methodology, Process and Framework.</p> <p>Automation Excellence.</p> <p>Performance and Scalability Assurance.</p> <p>Collaboration Communication, Continuous Improvement and Innovation.</p>	10	<p><b>Testing Methodology, Process and Framework:-</b></p> <p>Bidder has to demonstrate the basic functionality of the solution.</p> <p>Clearly articulate the vendor's testing methodology, whether it's Agile, DevOps, or a hybrid approach.</p> <p>Highlight any proprietary frameworks or innovative testing approaches that set the vendor apart.</p> <p>Showcase how the methodology aligns with industry best practices and LIC's specific needs.</p> <p><b>Automation Excellence:-</b></p> <p>Demonstrate the vendor's prowess in test automation.</p> <p>Demonstrate the vendor's prowess in AI/ML.</p> <p>Showcase automation frameworks and tools used for efficiency.</p> <p>Highlight success stories of test automation implementations, emphasizing time and cost savings.</p> <p><b>Performance and Scalability:-</b></p> <p>Showcase the vendor's capability in ensuring optimal performance and scalability.</p> <p>Provide examples of successful performance testing on large-scale applications.</p> <p>Emphasize strategies for identifying and addressing performance bottlenecks.</p>	Demonstration and Presentation

			<p><b>Collaboration, Communication, Continuous Improvement and Innovation:-</b></p> <p>Illustrate how the vendor facilitates seamless collaboration with development and operations teams.</p> <p>Showcase communication channels and tools used for transparency.</p> <p>Available reusable test cases &amp; how it can be leveraged for LIC.</p> <p>Highlight any innovative practices, tools, or approaches that contribute to ongoing enhancement.</p> <p>Share examples from previous projects and how they justify this point.</p>	
	Total	100		

\*\*\* The following needs to be submitted as part of Technical Bid for Technical Evaluation Matrix\*\*\*

**Evaluation Parameter Details**

Sino	Particulars	Value/No of Years/No of Resources	Documentary Evidence details
1	<b>Turnover of the Company:</b>		
	<b>Financial Year : (in Crores) in Last Three Financial Years</b>		
	Current Year(Mention Year)		
	Current -1 Year(Mention Year)		
	Current -2 year (mention year)		
2	Quality Assurance Practice: - <b>ISO 9001:2015 certification</b>		
3	Certified Offshore Development facility and Lab: <b>ISO/IEC 17025:2017 certificate</b>		
4	Infosec compliance and Security Assurance: - <b>ISO/IEC 27001:2022 certificate</b>		
5	Full time Technical resources in bidder's payroll		
6	Full time Technical resources in bidder's payroll with experience in Insurance domain		
7	Quality Assurance: ISTQB Certified Resources with		

	Bidder		
8	Automation OEM certified Resources		
9	Experience in application testing service business in India		

**I state that the information stated and its enclosures are true and correct.**

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_**

**Signature of the Authorized Signatory**

**Name:**

**Designation:**

**Name & Address of the  
company:Seal of the Company**

**Project Citation Details:**

[Use separate sheet for each Reference/Project]

**(References / Projects by the bidder with PO/Work Order date As per Eligibility Criteria)**

Sl. No	Particulars	Details (Along with proof)
1	Citation Serial Number	e.g. 1 of 5; 2 of 5 etc....
2	Name of Client (referenciable)	
3	Address of Client	
4	Sr. Official of Client and Official Contact Details (Mobile/ email)	
5	Name of Project	
6	Name of the System Integrator for the Assignment	
7	PO/Work Order/Invoice value after 01.01.2018	
8	Is the Client a Scheduled Public Sector bank/Scheduled Private sector bank/ Scheduled foreign Banks/Life Insurance Company / General Insurance Company/Other BFSI/Other sector (Name the Exact Sector)	
9	Is the Project in India / Outside India	
10	Project Start and End Dates	Start Date:- To date:-
11	Outcome of the project: Whether completed or ongoing	
12	If Completed : date of Completion  If ongoing: Which of the assignment have been accomplished? Which are in pipeline and ongoing. (e.g. Setup Completed, Under Implementation etc)	
13	Brief narrative/description of Project in about 50-100 words	
14	Whether Automation Testing is being done for this project? (Along with details)	

15	Whether functional and performance testing is being conducted for the project? (Along with details)	
16	Concurrency of performance testing for the project?	
17	How Assignments is relevant to current project (e.g. Similar Nature of Work).	
18	Software/Tools Implemented in the project along with OEM name.	
19	Nature of Workload Information	
	(i) Number of testing Resources deployed for the project	
	(ii) Number of applications being tested.	
20	Details of documents attached for this citation (PO/ work orders/ Implementation Certification/ Letter etc.)	

**I state that the information stated and its enclosures are true and correct.**

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_**

**Signature of the Authorized Signatory**

**Name:**

**Designation:**

**Name & Address of the  
company: Seal of the Company**

**Annexure-21:**

**Land Border Declaration**

RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

(This letter should be on the letterhead of the Bidder)

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

Dear Sir,

RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

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

I certify that \_\_\_\_\_ (bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that \_\_\_\_\_ (bidder) fulfills all requirements in this regard and is eligible to be considered for this RFP. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

Dated at \_\_\_\_\_, \_\_\_\_ day of \_\_\_\_\_ 2024.

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

**Annexure-22:**

**Make in India Certificate**

LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

Bidder's Reference No. \_\_\_\_\_

Date.....

To,  
The Executive Director (IT/SD),

Ref: LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

Dear Sir/Madam,

(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s \_\_\_\_\_ are local supplier meeting the requirement of minimum local content i.e., \_\_\_\_\_% against LIC Tender No..... dated..... We qualify as a \_\_\_\_\_ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: \_\_\_\_\_.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:  
Date:

[Signature of Authorized Signatory of Bidder]

Name:  
Designation:  
Seal:



**Annexure-23:****Activity Schedule**

LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

#	Activity	Details
1	RFP Reference and date	<b>Ref: LIC/CO/IT-SD/eFEAP-NEXT/TCOE/23-24/01 Dated:28/03/2024</b>
2	Bid Processing Fee (non-refundable)	<p>INR 11,800/- .i.e. Rs.10,000/- + GST (Currently 18% GST) (Rupees Eleven Thousand Eight Hundred Only) inclusive of Taxes, to be paid through NEFT/RTGS to Life Insurance Corporation of India (Refer: Annexure-15 LIC Bank Account Details). The bidder must provide the UTR of the deposit along with the bid.</p> <p>MSE bidders will be exempted from payment of bid processing fee as defined in MSE Procurement Policy (MSEs) order 2012 ,issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department if bidder can furnish requisite proof such as MSME/NSIC certificate subject to satisfaction of LIC.</p>
3	Address for submission of Bid	To be submitted online on e-procurement website <a href="http://www.tenderwizard.com/LIC">www.tenderwizard.com/LIC</a>
4	Pre Bid meeting (by pre-registration only)	<p><b>On 08/04/2024 from 11:00 A.M. to 01:00 P.M.</b> in the meeting room, LIC of India, Conference Room, Central Office, IT Department, Jeevan Seva Annexe, 3rd floor, S V Road, Santacruz (W), Mumbai – 400054 OR through video conferencing as decided by LIC.</p> <p>Only 2 representatives of the bidder will be allowed to attend the meeting <b>on receipt of request from prospective bidders</b> and the names of the attendees will have to be informed to the mail id for correspondence as mentioned below. Representatives of the bidders attending the meeting/ event will have to bring their company Identity Cards for verification.</p> <p>LIC will inform the exact mode of Pre bid meeting by response mail to those representatives of bidders only.</p>
5	Last date of queries after pre-bid meeting	<b>15/04/2024</b>

6	Earnest Money deposit (EMD)	INR 50,00,000/- (Rupees Fifty Lac Only)  MSE bidders will be exempted from EMD as defined in MSE Procurement Policy (MSEs) order 2012 ,issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department if bidder can furnish requisite proof such as MSME/NSIC certificate subject to satisfaction of LIC.
7	Mode of submission	Online ( <a href="http://www.tenderwizard.com/LIC">www.tenderwizard.com/LIC</a> )
8	Response to Pre Bid queries from LIC	All responses in the form of corrigendum will be uploaded only on LIC's website <a href="http://www.licindia.in/Bottom-Links/Tenders">http://www.licindia.in/Bottom-Links/Tenders</a> , e-procurement website and e-Tender portal <a href="http://www.tenderwizard.com/LIC">www.tenderwizard.com/LIC</a> . Bidders should keep checking the website for response, if any.
9	Bid Submission Date and Time	Bid Document Download End Date: <b>07/05/2024   02.00 PM</b> Bid Submission End Date: <b>07/05/2024 up to 02.30 PM</b> (Upload of Documents on the e-Tender Platform)
10	Eligibility Bid, Technical Bid opening date/time/ venue	Opening Date: <b>07/05/2024   03:00 PM</b> . The Bids will be opened at the e-Tendering portal by LIC in virtual presence of the bidders' representatives who have submitted the bid and <b>email request is received</b> from the bidders at least one day prior to bid opening date.
11	Commercial Bid opening date/time/venue	Details will be informed later.
12	Mail-id for correspondence	<b>efeap.next_rfp@licindia.com</b>
13	LIC's Official website	<a href="http://www.licindia.in/">http://www.licindia.in/</a>

**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.
- (ii) All documents to be scanned and uploaded.
- (iii) The Successful bidder will be required to submit the hardcopy (physical submission) of the entire uploaded document on request of LIC. However LIC may ask all the bidders to submit the hardcopy (physical submission) of the entire/any part of the uploaded document during evaluation process.
- (iv) **Bidders who intend to attend the pre-bid meeting, bid opening meeting etc need to send a request in the Mail-id for correspondence at least one day before the proposed date of that event.**

**e-Tendering :**

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

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: lokesh.hr@etenderwizard.com  
sushant.sp@etenderwizard.com

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

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

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

The Indicative Commercial Bids of the technically qualified bidders will be opened on the notified date, by the Tender Opening Committee of LIC in the presence/virtual presence of the bidders/ representatives who choose to attend. Amendments/corrigendum, if any, to this RFP would be hosted on our website/e-procurement web site only. Reverse Auction schedule will be notified to the shortlisted Bidders.

**Annexure-24**

**Bid documents Checklist**

LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

Annexure Number	Annexure Name	Envelope I - Pre-Contract Integrity Pact and Bid Security Declaration /EMD	Envelope II - Eligibility Bid	Envelope III - Technical Bid	Envelope IV - Commercial Bid
Annexure-1	Pre Contract Integrity Pact	Yes	-	-	-
Annexure-2	Eligibility Bid Form (Covering Letter)	-	Yes	-	-
Annexure-3	ELIGIBILITY CRITERIA	-	Yes	-	-
Annexure-4	Compliance Statement	-	Yes	-	-
Annexure-5	Non-Disclosure Agreement (NDA)	-	Yes	-	-
Annexure-6	UNDERTAKING FOR WARRANTY	-	Yes	-	-
Annexure-7	Format for Performance Bank Guarantee (PBG)	-	-	-	-
Annexure-8	Authority Letter	-	Yes	-	-
Annexure-9	Compliance Sheet for Qualification Bid	-	Yes	-	-
Annexure-10	Hardware Sizing for TCoE Solution	-	-	Yes	-
Annexure-11	Details of Litigation(s)	-	Yes	-	-
Annexure EC-Part-A	Eligibility Criteria Part-A	-	Yes Certificate of Incorporation, Copies of valid certificates for GST registration, Copy of PAN attested by authorized signatory of the company, valid ISO certifications, Audited Balance Sheet for the relevant years, Profit and Loss	-	-
Annexure EC -Part-B	Eligibility Criteria-Part-B	-		-	-
Annexure EC -Part-C	Eligibility Criteria-Part-C	-		-	-

			Statements for the relevant years, copies of Purchase Orders or certificates from customers		
Annexure-12	Pre-Bid Queries Template	-	-	-	-
Annexure-13	Declaration by the Bidder	-	Yes	-	-
Annexure-14	GENERAL USER GUIDE TO BIDDERS FOR E-PROCUREMENT PROCESS	-	-	-	-
Annexure-15	BANK ACCOUNT DETAILS	-	-	-	-
Annexure-16	Bank Guarantee for EMD	Yes	-	-	-
Annexure-16A	Bid Securing Declaration Form	Yes	-	-	-
Annexure-17	Technical Annexure	-	-	Yes	-
Annexure-18	Commercial Annexure	-	-	Yes (With quantity but without cost )	Yes
Annexure-19	Manufacturers' Authorization Form	-	-	Yes	-
Annexure-20	Technical Evaluation Matrix	-	-	Yes	-
Annexure -21	Land Border Clause	-	Yes	-	-
Annexure-22	Make in India Certificate	-	Yes	-	-
Annexure-23	Activity Schedule	-	-	-	-
Annexure-24	Bid Documents Checklist	-	-	-	
Annexure-25	Know Your Employee	-	-	Yes	-
-	Technical Proposal	-	-	Yes	-

**Annexure-25**

**Know Your Employee (KYE)**

LIC/CO/IT-SD/EFEAP-NEXT/TCOE/23-24/01 Dated: 28/03/2024

(Bidder has to submit Undertaking on company letterhead as per format given below).

1. We \_\_\_\_\_ (name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on LIC's project for

\_\_\_\_\_  
(Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

2. We undertake and agree to save defend and keep harmless and indemnify LIC against all loss, cost, damages, claim penalties expenses, legal liability because of non compliance of KYE and of misconduct of the employee deployed by us to LIC.

3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, credit history, etc.) to LIC before deploying officials in LIC premises for \_\_\_\_\_ (Name of the RFP)."

4. We declare that insurance has been taken for the employees deployed on premise of LIC.

Signature of Competent Authority with company seal \_\_\_\_\_

Name of Competent Authority \_\_\_\_\_

Company / Organization \_\_\_\_\_

Designation within Company / Organization \_\_\_\_\_

Date \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Designation of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Verified above signature

Signature of Competent Authority \_\_\_\_\_

Date \_\_\_\_\_