

REQUEST FOR PROPOSAL

**“Empanelment of MEDICAL SERVICE PROVIDER (MSP)
for conducting Pre-Policy / Pre-Revival Medical Examination”**

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

**Life Insurance Corporation of India
New Business & Reinsurance Department, Central Office,
5th floor, East wing, YOGAKSHEMA, J B Marg,
Mumbai 400021.**

ACTIVITY SCHEDULE

	Name of Project	RFP for Empanelment of MSPs for conducting Pre-Policy / Revival Medical Examination
1	RFP/Bid Date	2 nd May 2024
2	Pre-Bid Meeting	14 th May 2024 @ 11.30 hrs LIC of India, New Business & Reinsurance Department, Central Office, 5 th floor, YOGAKSHEMA, MUMBAI – 21
3	Last date & time of Submission of Online Bid by the MSP	22 nd May 2024 at 23.59 hrs
4	Physical EMD by Demand draft Closing Date & Time	24 th May 2024 at 15.00 hrs
5	Online Technical Bid OPENING DATE, TIME & VENUE	24 th May 2024 at 15.30 hrs LIC of India, New Business & Reinsurance Department, Central Office, 5 th floor, YOGAKSHEMA, MUMBAI – 21
6	Name & Address for Communication	Smt S.B. Adsule Asst. Secretary(NB & R Dept), LIC of India, Central Office, 5 th floor, YOGAKSHEMA, MUMBAI – 21 Contact Number- 022 66598880
7	Bid Related queries	Smt S.B. Adsule co_nbmed@licindia.com

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

Time , Date and Place of Opening of Online Financial Bid	Will be intimated later, after finalizing Technical Bid Place : Central office, Conference Hall, 4 th floor, West Wing, Yogakshema , Nariman Point , Mumbai- 400 021
Contact E-mail	co_nbmed@licindia.com
<p>Note: Any addendum/corrigendum/ date extension in respect of above tender shall be issued on website: http://www.tenderwizard.com/LIC and www.licindia.in portal http://eprocure.govt.in only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep them selves updated. Detail tender notice and Bid documents for downloading are also available in this website.</p>	

The tender document can be downloaded from website www.tenderwizard.com/LIC and www.licindia.in Corrigendum(s)/ Amendment(s), if any, would appear only on the website and will not be published in any other media.

The tenders received after the last date and time as mentioned above shall be rejected.

LIC of India reserves the right to call for missing/additional requirements or otherwise from the applicant at the time of analysis of the tenders received in response to this notice.

LIC of India does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the tender without assigning any reason whatsoever.

DISCLAIMER

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with LIC of India in relation to the provision of services.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the LIC of India and any successful Bidder as identified by LIC of India, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of LIC of India with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. LIC of India 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. LIC of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This document is the property of LIC of India and is meant for the exclusive purpose of bidding as per the Specification, Terms, Condition and Scope indicated. It shall not be copied, distributed or recorded on any medium, electronic or otherwise, without written permission thereof. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

TABLE OF CONTENTS	
Activity Schedule	Page No.
1. Definitions & Abbreviations	7
2. Request For Proposal	10
2.1 Invitation to Bid	10
2.2 Broad scope of work	10
3. Minimum Eligibility Criteria	11
4. Bid Terms and Conditions	13
4.1 Cost of bidding & Performance Guarantee	13
4.2 Performance Guarantee and contracting	13
4.3 Earnest Money Deposit	14
4.4 Relationship between LIC and the bidders	15
4.5 Information provided in the RFP	16
4.6 Pre-bid clarifications	16
4.7 Pre-bid meeting	17
4.8 Period of contract	17
5. Instruction for Bid submission	17
6. Evaluation Process	19
6.1. Technical and Financial Bid	19
6.2 Modification and Withdrawal of the Bids	19
6.3 Compliant Bids / Completeness of Response	19
6.4 Bid Validity Period	19
6.5 Late Bids	20
6.6 Procedure for opening of the bids	20
6.7 Bid Evaluation	20
6.8 Rejection of non-compliant bid	20
6.9 Technical Bid Evaluation process	21
6.9.1 Documents to be submitted along with Eligibility and Technical Bid are as follows:	21
6.9.2 Criteria for evaluation of MSPs at Technical Bid Stage to Rank R1, R2.etc.	21
6.9.3 Financials	23
6.9.4 Assessment	24
7. Terms and Conditions	24
7.1. Contacting the Corporation	24
7.2 Right to terminate the Process	24
7.3 Right to Accept Any Bid and To Reject Any or All Bids	25
7.4. Notification of Empanelment	25
7.5 Limitation of Liability	25
7.6. Conflict of Interest	25
7.7 Confidentiality	26
7.8 Fraud and Corrupt Practices	26
7.8.1 Penalty	27
7.9 Ambiguities within the Document	27
7.10 Governing Law and Jurisdiction	28
7.11 Severability	28
8. General terms and Conditions	28

9. Other Terms and Conditions	29
9.1 Assignment	29
9.2 Non Disclosure Agreement	29
9.3 Consequences of Termination of the Selected Bidder	30
9.4 Signing of Contract	30
9.5 Terms of Payment	30
9.6 Indemnity	31
9.7 Signing of Contract(SLA)	31
9.8 Termination of Contract	31
10. Force Majeure Condition	32
11. Taxes and Duties	33
12. Annexure I – Spread of Divisions	34
13. Annexure II – Role of MSP	35
14. Annexure III – Format for Technical Bid – Part A	52
Annexure III – Format for Financial Bid – Part B	56
15. Annexure IV – Non-Disclosure Agreement	57
16. Annexure V – Pre-Contract Integrity Pact	62
17. Annexure VI – Zone wise List of all DCs associated with MSP- Part A	68
Annexure VI – List of all DCs associated with MSP- Part B	69
Annexure VI – Required Tech capability and Integration from MSPs - Part C	70
18. Annexure VII- Proforma of Performance Bank Guarantee	71

Introduction

LIC of India is the largest Insurance Company in India having strong presence in both urban and rural markets of India, and our products are accessible to a wide range of customers. Medical Reports and Special Reports are required in respect of policies which come under the Medical category.

The Role of Medical Service Providers in pre policy medical is essential to ensure that the insurance company has objective and accurate data to evaluate the insurance risk associated with a prospective client. The MSP helps to minimise the risk of fraud and ensures that the policyholder receives the right coverage at the appropriate pricing.

The MSP's primary responsibility is to verify the identity of the policy seeker and the accuracy of the medical information provided by him/her. The MSP collects reports from various medical facilities as required by the insurance company's pre-policy medical requirements. MSP then analyses and collates the information into a standard report, which is submitted to LIC to determine whether the policy seeker's proposal may be accepted and the terms under which the same may be approved.

The MSP facilitates the scheduling and co-ordination of medical examination for policy seekers. They work with a network of healthcare providers to ensure that policyholders undergo the required medical tests. In other words, MSP act as an intermediary between the insurance company and the policy seeker by conducting an impartial and objective evaluation of the applicant's medical history, current health status and other relevant details.

1.Objective

This RFP is an invitation to the market players having experience and expertise and the requisite licenses and permissions in providing activities as detailed in the scope under Section 2.2 of this RFP. No contractual obligation of whatsoever nature shall arise from the RFP process unless and until a formal contract is duly signed and executed between LIC of India and the selected participant(s).

Definitions & Abbreviations

Authorized Signatory	The person Authorized by the company's Board/ Managing Director/Director for signing the bid documents on behalf of the company.
Acceptance of Tender	Means the letter/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.
Bid	The Bidder's written submissions in response to the RFP signed by his Authorized signatory.
Bidder/Vendor	An eligible firm i.e. firm fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual right.
Clarifications	Means Addenda, corrigenda and clarifications to the RFP
CO	Central Office, LIC of India
Corporation	LIC of India
Day	Calendar Day
Default Notice	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
DC	Diagnostic Centers
Eligibility Bid	This tender process is based on two bid procedure (Technical & Financial). Eligibility conditions are used in this tender for empanelling process. Where the words "eligibility bid" appears the same should be read and understood as "response to eligibility conditions criteria."
EMD	Earnest money Deposit
MER	Medical Examination Report
Law	Shall mean any Act, notification, byelaw, 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.
MSP	Medical Service Provider (MSP) includes Third Party Administrators (TPAs) and Health Aggregators who will provide reports viz. Full Medical Report (FMR), Video/Tele MER, Pathological Reports, Special Medical reports as required by the insurer. These medical tests shall be conducted by the MSP either in- house or through Diagnostic Centers appointed by them.

Medicals	Means medical examination of the Proposer such as Pathological lab tests, Physical MER / Video MER/ Tele MER and Radiological Diagnostic tests
“Party” and “Parties”	Each of the parties i.e., LIC of India and Selected bidder are collectively referred to as the ‘Parties’ and individually as a ‘Party’.
Proponent	The Life proposed for whom Medical tests are carried out
Rural & Urban	Defined by the Corporation (as per GOI)
RFP	This Request for Proposal Ref: LIC/CO/NB/Empanelment of MSP/24-25/01 inclusive of any clarifications/corrigenda/addenda that may be issued by LIC.
Requirements	Shall mean and include the capability, characteristics, attribute or quality of systems as per the schedules, details, description and statements of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP.
Service Level Agreement	The contract signed between the LIC, NB&R department and the Selected vendor and all the attached documents. The “Agreement” includes the schedules, this RFP, all addenda/corrigenda issued by LIC subsequent modifications to the RFP, response of the selected vendor to the RFP and the contract document itself.
Successful Bidder	The Bidder/s to whom LIC of India notifies the award of contract.
Specifications	Means all the functional, operational, technical performance or other characteristics required of Service found in this RFP or any of the annexure or addendum to the RFP.
Tele - MER	Medical Examination Report conducted over Telephone
Terms of Reference	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.
Timelines	Wherever Timelines have been defined as days, weeks, months, they will mean calendar days, calendar weeks and calendar months.
Vendor	Means the successful Bidder/s with whom LIC of India signs the contract for rendering of services required in the RFP.
VMER	Video Medical Examination Report
Working Day	Shall be construed as a day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned. Local Bodies or State Governments or Central Government of India as applicable to the concerned LIC office.

ZO	Zonal Office, LIC of India
“Must”, “shall” “mandatory” or “required”	“Must”, “shall” “mandatory” or “required” means an absolute minimum function or capacity, which, if not satisfied in the proposal, may result in disqualification in the final evaluation;
“Should”, “may” or “is desirable”	“Should”, “may” or “is desirable” means desirable but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot. However the final decision shall rest with LIC.
TAT	Turn Around Time
API	Application Programming Interface
USER	Policy seekers/Agents/Customers/Branch Officials

Request for Proposal

2.1 Invitation to Bid:

The Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (31 of 1956) and having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai – 400021(*herein after referred to as “Corporation”*), hereby invites e-bids through website <http://www.tenderwizard.com/LIC> and www.licindia.in in two bid system, to this Request for proposal from all eligible bidders for “Empanelment of Pre- Policy Medical Service Providers for conducting pre- policy/pre revival medicals”. The tender shall be submitted in two parts i.e. Part - I (Technical Bid – Annexure III Part A) and Part - II (Financial Bid – Annexure III Part B).

The Selection process will be Zone wise. (Please see Annexure I). Technical Bids will be opened, evaluated and selected for the respective zones. More than one MSP will be empanelled in the same Zone. Those Technical bids which are found to be in order i.e. satisfying all the stipulated conditions shall be short-listed and Financial Bids of only such short-listed bidders will be opened.

2.2 Broad scope of Work:

Through this Request for Proposal, LIC envisages to empanel Medical Service Providers (MSPs) to schedule, conduct, and report medical tests and results for LIC’s customers through its diagnostic centers covering the rural and urban areas. The role and responsibilities of MSP is given in detail under Annexure II.

This empanelment shall be based on the requirements of LIC and availability of such experience and expertise with the bidder. Broad scope of work for empanelled vendors is detailed below:

1. Scheduling Medical Tests:

- a. Integrate all modes - *Diagnostic Centers (DCs), authorized network hospitals, video-MER, tele-MER, in-person FMR and at-home tests*, collectively called as “modes”, into LIC's scheduling system via APIs or direct listing, including details like location coordinates, capabilities, and operating hours.
- b. MSP to manage scheduling & rescheduling requests for medical tests from all LIC users – *proposers/customers, agents & intermediaries, LIC branch & office employees*, collectively called as “users”, received through real-time API calls, email, phone calls, or WhatsApp, specifying the preferred DC and time slot.
- c. Confirm appointments via call or email, following SLAs and TATs. MSPs to do calling in the preferred language selected by service receiver (Regional language).
- d. Schedule tests (including blood/fluid tests, imaging, etc.) and medical examinations across all modes.
- e. Notify all users of requested appointments through SMS, WhatsApp, and/or email. API call response to LIC with confirmed details of appointment and integrate with existing communication systems.
- f. All security measures related to proper authentication, authorization, API key management, secure communication protocols, vulnerability management, encryption input validation and sanitization, rate limiting and throttling to be implemented.

2. Following Up on Medical Tests:

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

- a. MSP to provide all users with real-time status tracking of appointments via reverse API, covering scheduling, rescheduling, successes, no-shows, and report status with trigger updates for change in status. MSP APIs to be integrated with centralized LIC NB medical dashboard and other LIC internal systems, as applicable.
- b. Follow defined SLAs for customer communication, including follow-ups and reminders.

3. Conducting Medical Tests:

- a. Ensure tests across modes are done as scheduled and adhere to quality standards and SLAs.
- b. Verify customer/proposer identity to prevent fraud or impersonation.

4. Sharing Reports of Medical Tests:

- a. The MSP should have facility of submitting medical reports online in proper formats with lab ranges along with seal & signature of doctor of Diagnostic Centre & Proposer.
- b. Deliver medical reports to LIC within SLA timelines in specified digital formats and conduct quality checks to ensure accuracy.
- c. MSP is accountable for report quality, with penal actions for defects or fraud.
- d. Ensure API security, data encryption, secure file formats and compliance with standards.

5. Performance Management of DCs:

- a. Adhere to SLAs, with periodic audits of all modes and training to maintain service quality.
- b. Report and rectify any fraudulent practices, with the ability to blacklist any party across modes for malpractices or non-compliance.
- c. Data, image and document (report) management should be secured from the point of view of confidentiality, integrity and security. The data security and data confidentiality of LIC of India shall operate throughout.
- d. **Feedback and rating mechanism** is crucial for performance evaluation. Hence the necessary options may be enabled for capturing the customer feedback on coordination and experience.

MSP to ensure purging of all data immediately after it is shared with LIC of India. Periodical certificate of purging of customer's private information to be submitted to LIC of India.

3. Minimum Eligibility Criteria:

LIC of India will use the following as the Minimum Eligibility Criteria (MEC) for this RFP and evaluating bidders. The bidder fulfilling the following criteria only should respond to the RFP:

- The MSP should have a minimum of 3 years experience in conducting Pre-Policy Medicals under Life Insurance.
- The MSP should have tie up with a minimum of 50 Diagnostic Centers in each Zone of LIC for which it has applied (List of Zones given in Annexure I) – List of DCs empanelled by the Bidding MSP to be submitted as given in Annexure VI.
- The MSP should have tie-up with Hospital/Clinical establishments with Medical /Diagnostic Lab facility.
- The MSP should have their own Web-site, Toll-Free No. /Call-Centre no/ Help line facilities etc.
- They are also required to maintain the data on Medical Reports of all the Proponents being serviced

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

by them for a minimum of 5 years.

- The MSP should have the facility to conduct Video Medical Examination Report (VMER)/ Tele Medical Examination Report (Tele MER) and provide the same to LIC in both Report format & Video / Audio files.
- While conducting VMER, the following aspects should be provided:
 - a. Full body Photograph of the Life Assured should be taken along with location coordinates/geo tagging & submitted along with the report. The photo of the Doctor conducting the report should also be made available.
 - b. Video files of the VMER should be uploaded to LIC as per specifications provided.
- The MSP should have the facility of Web cam photograph in all their Diagnostic Centers and arrange to provide the same to LIC along with the Medical Reports.
- The MSP should have the facility of Home collection of samples done by Phlebotomist / Trained Technicians.
- The MSP should have the facility of submitting the Medical Reports Online through Web Service Integration in the LIC Approved formats with lab ranges duly printed in the formats, along with seal & signature of the Authorized Doctor of the Diagnostic Centre & counter signature of the Proposer and provide the same to LIC. Manual submission of Medical Reports will not be entertained. **When implementing communication via web service/integration between two organizations, it is crucial to prioritize security to protect sensitive data and maintain the integrity of the systems involved.**
- The MSP should have the facility for conducting the following tests: - ECG, Hemogram, SBT13, RUA, CTMT, HbA1c, CXR, 2D Echo, USG Abdomen, Stress Thallium etc. The MSP also should be equipped with a Defibrillator in case of emergency and should be able to equip them with any other test which will be required in future.
- MSP will be responsible for verifying the identity of the customer undergoing medical tests and examination across modes including DCs, authorized network hospitals, and during at-home visits, using details provided by LIC. MSP to verify identity of customer through Aadhar-based modes e.g. physical ID, OTP and/or face match across modes. MSP will be held liable for any damages resulting from fraud, impersonation, or other identity irregularities..Facial recognition engine extracting relevant facial features data accurately for generating a photo matching score to prevent fraud by detecting KYC manipulation attempts.
- The MSP should have the capability to submit Monthly Bills/Invoices in Reverse CSV file or any other improvised format as intimated from time to time.
- The MSP should have high ethical and quality standards and should have proper audit mechanism including mystery shopping mechanism to ensure quality medical reports.
- The MSP should have necessary approvals and licenses from the Statutory Authorities concerned to provide the services under reference.
- The MSP should not have been blacklisted by any Government Authority or PSU or Government Department or any other Insurance Company for any reason whatsoever during the preceding 5 years.

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-V is to be submitted.

As per CVC Circular No 015/VGL/091 dated 25.01.2022 of Standard Operating Procedure (SOP) for

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

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

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

The bidders are required to execute and upload a scan of the "Integrity Pact" as specified in Annexure-V on requisite non judicial stamp paper, at the time of e-submission of the Bid and submit the original along with original EMD Bank Guarantee within prescribed timelines.

4. Bid Terms and Conditions:

4.1 Cost of Bidding

The bidder shall 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 of India to facilitate the evaluation process. LIC of India will in no case be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

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

4.2 Performance Guarantee and Contracting

Performance Bank Guarantee (PBG): The successful bidder will have to furnish a security deposit amount of Rs 2500000/- (Rs. Twenty Five Lakhs only) for proper fulfillment of the contract in the form of a unconditional and irrevocable Performance Bank Guarantee for a period of 3 year and 6 months (Total 42 months) from the date of the agreement obtained from a nationalized / scheduled Bank. The agreement along with the Bank guarantee should be submitted within 15 days from the date

of letter of acceptance.

Failure to Submit Performance Bank Guarantee: If the bidder fails to submit the PBG within 15 business days from the date of issue of letter of Intent to award the tender/contract, LIC shall have the right to terminate the tender/contract and seek damages from the bidder. The bidder shall be liable for any and all costs, expenses, losses, or damages incurred by LIC of India as a result of such failure to submit the PBG. This shall be without prejudice to any other rights or remedies available to LIC under this RFP or at law.

Validity of Performance Bank Guarantee: The PBG shall be valid for the duration of the agreement/contract/purchase order and for any additional period of days as decided by LIC of India from the date of completion of the obligations specified in this RFP. The PBG shall not be cancelled or withdrawn by the issuing bank during the validity period without the prior written consent of LIC of India. The bidder shall be responsible for renewing the PBG if necessary, in accordance with the terms of this RFP. If the PBG is not renewed or if the PBG expires before the completion of the obligations specified in this RFP, LIC of India shall have the right to call upon the PBG for the full amount. This shall be without prejudice to any other rights or remedies available to LIC of India under this RFP or at law.

The PBG will not carry any interest.

The PBG may be required to be submitted in multiple numbers, if required by LIC.

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.

The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract:

- a. The bidder fails to honor expected deliverables or part as per this RFP after issuance of PO.
- b. Any legal action is taken against the bidder restricting its operations.
- c. Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder.
- d. LIC incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms and conditions

4.3 Earnest Money Deposit (EMD) / Bid Security

To safeguard against a bidder's withdrawing or altering its bid during the bid validity period, Bid Security (also known as Earnest Money) would be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization as recognized by Department of Industrial Policy & Promotion (DIPP).

The Bidder shall submit Earnest Money Deposit of ₹1,00,000 (One Lakh only) in the form of a Demand Draft / Pay order from scheduled nationalized / commercial bank in India drawn in favour of "Life Insurance Corporation of India" payable at Mumbai.

The Micro and Small Enterprises (MSEs) and Startups are exempted from payment of Earnest Money, subject to furnishing of relevant valid certificate and proofs for claiming the exemption.

No interest shall be payable by the LIC on the sum deposited as EMD/ Bid Security.

The EMD should be kept in the envelope containing the technical Bid. Any bid not accompanied with the requisite EMD, or EMD not submitted conforming to above criteria, shall be treated as non-responsive and is liable to be rejected.

EMD should be valid for six months from the date of RFP

Return of EMD

EMDs furnished by all unsuccessful Bidders will be returned without interest on the expiration of the RFP validity / selection / empanelment of MSP, whichever is earlier.

The EMD of successful Bidder/s shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFP.

Forfeiture of EMD

The EMD made by the Bidder will be forfeited if:

- a) The Bidder withdraws his RFP before opening of the RFP.
- b) The Bidder withdraws his RFP after opening of the RFP but before Notification of selection / empanelment of MSP.
- c) The selected MSP withdraws his RFP before furnishing Performance Guarantee.
 - i) If a Bidder makes any statement or encloses any form which turns out to be false, Incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.
 - ii) In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP or
 - iii) Bidder does not respond to requests for clarification of its Proposal or
 - iv) Bidder fails to provide required information during the evaluation process or is found to be non-responsive or
 - v) 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
 - vi) In the case of a successful Bidder being identified, the successful Bidder withdraws its offer or if the bidder fails to sign the Contract within the stipulated time, or fails to furnish Bank Guarantee towards the Performance Guarantee as mentioned in this RFP.

4.4 Relationship between LIC and the bidders

It is clarified that no binding relationship exists between any of the bidders and LIC of India till the execution of a contractual agreement.

4.5 Information provided in the RFP

The information provided in the RFP is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice. LIC of India 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.

4.6 Pre-Bid Clarifications:

Clarifications if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document have to be obtained by the bidder through the pre-bid queries only. Thereafter, no representations/queries will be entertained in this regard. Later on, if any issue(s) arise, LIC of India will consider the matter on merits and decide the same.

The queries for pre-bid meeting should necessarily be submitted 3 days prior to pre-bid meeting in the following format to the email (co_nbmed@licindia.com) and the file size per email should not exceed **1MB**. No other form of communication shall be entertained.

Ref: LIC – NB & R				
S No	RFP Document Reference (s) Page Number	RFP Document Reference(s) (Section)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause
1.				
2.				

LIC of India 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 of India.

No consideration will be given to communications from bidders seeking clarifications for Pre-bid queries received after the date and time stipulated by LIC of India and no extension of time will be permitted for the same. However, LIC of India reserves the right to extend the last date and time for the same at its own discretion.

At any time prior to the last date for receipt of bids, LIC of India may, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidders, modify the RFP Document.

Clarifications/ Corrigendum (if any) issued by LIC of India at any time before the due date of submission of the bid will become a part of the RFP document and would- be notified on the official webpage of LIC <http://www.licindia.in> (Tender Section).

In order to provide prospective bidders a reasonable time, taking the modifications into account, LIC may at its discretion extend the date for the submission of Bids, any time prior to the date of Bid submission.

Requests for clarification on telephone/mail/messages will not be entertained; queries will be addressed only during Pre-bid meeting as per schedule.

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

4.7 Pre-bid meeting:

A Pre-bid meeting will be held with all the interested bidders as per the details given in the activity schedule.

4.8 Period of Contract:

The Contract will be for a period of 3 years from the date of the Contract which may be renewed/ extended on the same terms and conditions, for one more year or part thereof on satisfactory performance at the sole discretion of LIC of India.

5. Instructions For Bid Submission

Life Insurance Corporation of India, Mumbai (hereinafter referred to as “Corporation “) having its head office at Yogakshema, Nariman Point, Mumbai- 400021 invites E -tenders for empanelment of MSPs. The tender document can be downloaded from website www.tenderwizard.com/LIC and www.licindia.in Corrigendum(s)/ Amendment(s), if any, would appear only on the website and will not be published in any other media.

The tender shall be submitted in two parts i.e. Part - I (Technical Bid Annexure “III” Part A) and Part - II (Financial Bid Annexure “III” Part B). No other document and condition shall be uploaded along with documents of Financial Bid. The mode of submission of tender will be online only on the www.tenderwizard.com/LIC website.

Online Submission : Bidder has to submit the Tender Online as under

Technical Bid : Annexure “III” Part A with other documents :The Bidder shall fill and sign Technical Bid (Annexure III-Part A). Bidder shall upload all these documents along with scanned copy of the Demand Draft/ Pay Order/Online transaction details of the EMD on the abovesaid website.

Financial Bid: Annexure III – Part B The figures shall be quoted in the Financial Bid Template. No other document, conditions shall be uploaded along with FINANCIAL BID. The bid should be strictly in the format as given in Annexure III Part B. Financial Bid shall not be uploaded along with Technical Bid documents.

All Pages from Terms, Conditions and instructions for Bidders Corrigendum/ Amendments (if any) duly signed by the authorized Signatory of the Bidder.

Original Physical Demand Draft/Pay order/Online Transaction Details of Rs 100000/- (Rs. One Lakh only) in favour of “Life Insurance Corporation of India” payable at Mumbai towards EMD OR MSME certificate claiming exemption from EMD.

If the Bidder fails to submit Original DD/Pay Order/Online Transaction Details on or before the specified date and time, the Bid Document will be declared non-Bonafide and shall not be opened irrespective of fact that scanned copy of the DD/Pay Order/Online Transaction Details might have been

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

uploaded in e-Portal, even if the delay is due to extraneous factor.

Those intending tenderer not registered on the website i.e. www.tenderwizard.com/LIC mentioned above with M/s Antares Systems Limited are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website ie, www.tenderwizard.com/LIC. The intending tenderer must have class-III digital signature to submit the tender.

Possession of Digital Signature Certificate (DSC) and registration of the Bidders on the portal i.e. <http://www.tenderwizard.com/LIC> is a prerequisite for e- Tendering.

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

Office Address:

Antares Systems Limited
“Honganasu”, #137/3,
Bangalore Mysore Road,
Opp. KMS Coach Builders,
Kengeri, Bangalore – 560 060

Help Desk Contact Details:

Tel: 91-8045982100

Mobile: 9686115304/9686115323

E-mail: lokesh.hr@antaressystems.com ; raghuprashanth@antaressystems.com

Senthil Raj 9731467274

The tender opening committee reserves the right to not open Financial Bid of any / all the Bidders at his/her sole discretion without assigning any reason whatsoever.

The last date and time of online submission of e-tender is 22nd May 2024 up to 23.59 hrs. and EMD for physical remittance in DD/PO is 24th May 2024 up to 15.00 hrs.. The tender (**Technical Bid**) will be opened on 24th May 2024, 15.30 hrs onwards. The venue of opening of Technical Bid will be as given above. i.e. Yogakshema, West Wing, 4th Floor, Jeevan Bima Marg, Nariman Point, Mumbai- 400021”. The Tender documents received after 23.59 hrs on 22nd May 2024 will not be entertained and shall be rejected forthwith. Decision of the Competent Authority in this regard will be final, conclusive and binding on the bidders and the Corporation takes no responsibility for any delay whatsoever for submission of tender on or after due date and time given here above.

The bid shall be valid for the period of six months from the date of publishing of this RFP.

EMD of Rs. 100000/- (Rs.One Lakh only) in form of Demand Draft/ Pay Order drawn in favour of “LIC of India” payable at Mumbai to be submitted alongwith the tender. EMD of unsuccessful vendors will be refunded within one month from the date of finalization of tender. In case of successful vendor, the EMD shall be refunded within one month of completion of the tender process. Kindly note that EMD will not fetch any interest.

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

Those Technical bids which are found to be in order i.e. satisfying all the stipulated conditions shall be short-listed and Financial Bids of only such short-listed bidders will be opened.

6. Evaluation Process

6.1 Technical and Financial Bid:

There shall be a two-stage bidding process - Technical Bid and Financial Bid.

6.2 Modification and Withdrawal of the Bids:

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

6.3 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.

Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ annexures and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the bid may be rejected.

Bid with insufficient information to permit a thorough analysis may be rejected.

LIC of India 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 of India's estimation.

Bids not conforming to the requirements of the terms and conditions may not be considered by LIC of India. However, LIC of India reserves the right, to waive/ modify any of the requirements of the bid, in the best interests of LIC of India.

If a bid is not responsive and not fulfilling all the conditions of the RFP, it will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Rejection of non-compliant bid: LIC of India reserves the right to reject any or all bids on the basis of any deviation(s). Bids found with suppression of details, subjective, conditional offers and partial offers will be rejected. The decision of LIC of India in the evaluation of bids shall be final.

6.4 Bid Validity Period

Bids shall remain valid for six (6) months from the date of publishing of this RFP. LIC of India shall reject a bid as non-responsive if the bid is submitted with a shorter validity period. In exceptional

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

circumstances, LIC of India may solicit the Bidder's consent for an extension of the period of validity any time, before the expiry of validity period.

6.5 Late Bids

The Bids received beyond date and time mentioned in activity schedule will be termed as "Late" and will be rejected/returned back to the bidder unopened.

LIC of India will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason.

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

6.6 Procedure for opening of the bids:

Bids received within the specified closing date and time in the Activity Schedule will be opened by the Tender Opening Committee.

The Date and Venue of the opening of the Bids shall be as per the Activity Schedule. The Representatives of the bidders should carry the identity card and a letter of authority from the bidder to identify their bonafides for attending the opening of the Bids.

The Online technical bids shall be opened in the presence of the bidder who chose to attend the meeting.

Technical bids will be evaluated only for those bidders declared as "Qualified" as per the Minimum Eligibility Criteria.

6.7 Bid Evaluation:

LIC of India will evaluate the Bids submitted in response to the RFP and all supporting documents / documentary evidences as per the requirements stated in the RFP documents and its subsequent modifications (if any).

LIC of India may seek clarifications from the Bidders on their bids.

Evaluation of the responses to the bids and subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC of India and will be binding on the bidders. Decision of LIC of India in all matters with regard to this tender will be final and binding on all Bidders participating in this Bid and no correspondence seeking clarifications about the decision shall be entertained.

6.8 Rejection of non-compliant bid:

LIC of India reserves the right to reject any or all bids on the basis of any deviation(s).

Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC of India in the evaluation of bids shall be final.

6.9 Technical Bid Evaluation process:

The technical bids will be evaluated only of those bidders who fulfills the Minimum eligibility criteria.

6.9.1 Documents to be submitted along with Eligibility and Technical Bid are as follows:

Sl. No.	Name of the Document
1	Copies of Annual Reports of the last 3 years viz., 2020-21, 2021-22 & 2022-23 2023-24, if finalised
2	Experience Certificate
3	List of Diagnostic Centers Empanelled For LIC for the Zone applied for
4	API Integration
5	List of Tie up / Networking with Hospitals/Clinical Establishments/Multi-specialty hospitals empanelled for conducting specialized tests under one roof
6	Information regarding website, toll free no., call centre no., etc
7	List of the Insurers (Life/ General) Companies with whom MSP has SLA
8	List of DCs with NABL accreditation
9	Copy of the ISO Certification 9001:2015 & 27001:2013
10	IT infrastructure details (Sample MIS to be attached)
11	List of Administrative Offices of the MSP for the Zone applied for

6.9.2 Criteria for evaluation of MSPs at Technical Bid Stage to Rank R1, R2 etc.,

To be considered as qualified under Technical Bid Evaluation:

- The bidder should obtain minimum of “60 Marks” and
- Individually qualify in all the criteria mentioned under S. No.1 to 8 and
- Score atleast minimum marks against all the criteria mentioned in the table **

LIC of India reserves the right to relax the minimum qualifying marks to 50. The selection of MSPs will be based on their ranking in the concerned zones as per the eligibility criteria.

Any other document in support of the below mentioned criteria shall also be submitted. Marks shall not be awarded if any criteria are not supported with relevant documents.

CRITERIA FOR EVALUATION OF MSPs at TECHNICAL BID STAGE to rank - R1, R2, R3 etc					
S. No.	Criteria	Details	Marks	Minimum **	Maximum
1.	Financial Performance	Profit Earning for Year 1	2	2	2
		Profit Earning for 2 Years	3	--	3
		Profit Earning for 3 Years	5	--	5

2.	Experience	For Every One Year of Experience	1	3	10
3.	No of empanelled diagnostics centers for LIC	The MSPs should have a tie up with minimum of 50 diagnostics centers in each Zone applied for	= 50 -- 2 51-100 -- 3 >100 -- 5	2	5
4.	API integration for scheduling/re-scheduling of appointments directly by customers/users.	Solution in development stage and will take > 1 month to 3 months Solution in development stage and will take < 1 month for implementation Solution in a ready state of implementation	2 5 10	2	10
5.	Tie up/Networking with Total no of hospitals/clinical establishments/multi-specialty hospitals with all necessary facilities in each Zone applied for	For every hospital	1	2	5
6.	Web based platform for reporting, integration with LIC for tracking status, various MIS for analytics	Web based platform for reporting integration with LIC for tracking status various MIS for analytics	1 2 2	1	5
7.	Risk Management & BCP Risk Mitigation Structure Business Continuity Management and Disaster Recovery Plan Data and IT Security	Risk Mitigation Structure Business Continuity Management and Disaster Recovery Plan Data and IT Security	1 2 2	1	5
8.	Invoicing through system	Monthly bills to be submitted through digital means	7	7	7

9.	Tie up with other Life/General Insurance Companies including volume handling	For every company	1	2	5
10.	Whether the diagnostic centers are NABL accredited and available for LIC	Above 75% of diagnostic centers	5	--	5
		More than 50% of diagnostic centers	3	--	3
		Above 25% of diagnostic centers	2	2	2
11.	Grievance redressal mechanism/incident reporting	Online complaint tracking system	3	2	5
		Toll free customer care	2		
12.	Home visits by trained phlebotomists for each Zone applied for	Home Visit (1 mark for each Zone)	5	2	5
13.	Quality Certification like ISO 2001 / 27001 etc.,	Quality certification for either is must (if any one – 2marks, if both – 5 marks	2	2	5
			5		
14.	Established mechanism of invoice settlement to DCs	Mechanism of invoice settlement to DCs ((Documentary evidence)	5	1 (30-60 %) 3 (61 – 80 %) 5 (> 80 %)	5
15.	Facility to upload medical reports both in PDF as well as digital format (CSV) through web service integration	Uploading of PDF	4	4	8
		Digital Format CSV	4		
16.	Facial recognition facility in VMER and Aadhar based customer identification	Customer identification	5	2 (Aadhar) 5 (both)	5
17.	MEs for VMER available for each Zone applied for & knowing regional language	Total no of MEs under MSP	10-20 -- 2 21-50 -- 3 >50 -- 5	2	5

6.9.3 Financials

The Rates/Charges in the Special Reports Chart A would be applicable to the Reports taken from Diagnostic Centers located in “Urban” centers. The Rates/Charges for the Special Reports taken from Diagnostic

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

Centres situated in Rural centres would be 90 % of the Rates/Charges.

6.9.4 Assessment

The proposal will be evaluated based on the Quality and Cost Based Selection (QCBS) method to ensure that the selected MSPs can provide high quality services at a competitive cost. The following evaluation criteria will be used to evaluate the proposal.

The technical and financial proposals will be evaluated and a combined score will be generated based on the following weightage. Technical capability will be given a weightage of 80% and Pricing will be given a weightage of 20% based on the discount offered on Special Report Rates in Chart A. Then the Bidders will be shortlisted and Ranked for empanelment.

We invite bidders to provide a discount for the reports mentioned in the Special Reports Chart A as a part of the QCBS submission, provided that it satisfies the evaluation criteria and the terms and conditions of the contract. The discount should be on the entire rate chart and is to include all tests in the rate chart of Special Reports Chart A. This will be considered as a part of the pricing evaluation in the following manner:

The bidder will be allotted marks as below.

Maximum score of 20 will be allotted to the bidder who offers the highest discount.

The proportional score will be allotted to the remaining bidders which are calculated using the formula as mentioned below.

Bidder's discount

X maximum score (20)

Highest discount

While offering discount, Bidders shall not compromise on quality of the process and shall ensure that it meets or exceeds the evaluation criteria.

Bidders may note that the offered discount would apply to the Special Reports Rate Chart A which is applicable for Reports from Diagnostic Centers located in Urban areas. This automatically implies that the discounted rate in respect of Rural areas, would be 90% of the same.

7. TERMS AND CONDITIONS

7.1 Contacting the Corporation:

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

7.2 Right to terminate the Process:

LIC of India may terminate the RFP process at any time without assigning any reasons whatsoever. LIC of

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

India makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP document does not constitute an offer by the Corporation. The bidder's response to this RFP may/may not result into selection of bidder(s) after completion of selection process as detailed in this RFP document.

LIC of India reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.

LIC of India may reject any or all bids under this RFP at any time without assigning any reasons whatsoever. Decision of LIC of India will be final in this matter.

7.3 Right to Accept Any Bid and To Reject Any or All Bid(s):

LIC of India 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 the Corporation's action.

7.4 Notification of Empanelment:

LIC of India will notify the successful bidders in writing, that its bid has been accepted. The selected bidders shall enter into an agreement with the Zone allotted to them. LIC of India reserves the right for allotment of Zones to MSPs. In case the tendering process is not likely to be completed within the stipulated period, LIC of India may solicit the bidder's consent to extend the validity period of the bid.

7.5 Limitation of Liability:

Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, patent, trademark, copy right or industrial design rights arising from use of solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC both parties shall not be liable, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of MSP to pay liquidated damages to LIC of India 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 of India under this Contract.

7.6 Conflict of Interest:

Bidder shall not have a Conflict of interest that may affect the Selection Process. Any Bidder found to have a conflict of interest shall be disqualified. Without limiting the generality of the above, bidder shall be deemed to have a conflict of interest affecting the Selection Process, if:

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; or

Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

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 bid 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 of India for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.

Warranty that there is no conflict of interest:

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

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

Notification of a conflict of interest:

The Vendor shall make a disclosure to LIC of India as soon as any potential conflict comes to its notice but in no case later than 7 days and any breach of this obligation of disclosure shall be construed as Conflict of Interest. LIC of India shall, upon being notified by the Vendor under this Clause, decide whether it wishes to terminate his Services or otherwise, and convey its decision to the Vendor.

7.7 Confidentiality:

The contents of this RFP and the supporting documentation are confidential to LIC of India and are provided solely for the purpose of response to the RFP. The bidder shall not, without the written permission of LIC of India make any public statements in relation to the details of contract or the awarding of any subsequent order or sub-contract to the bidder.

7.8 Fraud and Corrupt Practices:

The bidder/MSP, their employees and representatives shall observe the highest standard of ethics at all times (pre and post the RFP process). Notwithstanding anything to the contrary contained in this RFP, LIC of India shall reject a Bid or terminate the contract without being liable in any manner whatsoever to the bidder/MSP, if it determines that the bidder/MSP 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 shall be ineligible to participate in any tender or RFP issued by LIC of India during a period of 3 years from the date such Bidder, as the case may be, is found by LIC of India 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

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

assigned to them:

“Corrupt practice” means - (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of LIC of India who is or has been associated in any manner, directly or indirectly with the Selection Process or the Letter of Intent or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Corporation, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or

(ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the 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 of India in relation to any matter concerning the Project;

“Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, suppression of facts in order to influence the Selection Process or violation of statutory requirements/regulations etc.

“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 of India with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or

(ii) Having a conflict of Interest;

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

7.8.1 Penalty

Any fraudulent activity found to be perpetrated by any DC/Hospital shall be liable for imposition of penalty of up to Rs.2, 00,000/- on the Medical Service Provider. Penalty will also be imposed for violation of data breach, PI information leakage, security breach, Mandatory Regulation breach & Brand & Reputation loss if any to LIC of India due to the activities by Participants & its employees.

7.9 Ambiguities within the Document:

All bids and supporting documentation shall be submitted in English.

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

As between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

consideration shall prevail over those in a general Clause;

As between the provisions of this RFP and its Annexure, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexure; and

As between any value written in numerals and that in words, the value in words shall prevail.

Apart from the Clauses where specifically mentioned all other terms and conditions of the RFP are applicable

Amendment/corrigendum to this RFP will be in writing only.

Errors and Omissions excepted.

7.10 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 non-exclusive jurisdiction of the courts and hence, any legal dispute will come under the jurisdiction of courts of the respective zones.

7.11 Severability:

The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the Enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from this Agreement to the extent of its unenforceability and invalidity. Therefore, this Agreement shall be interpreted and enforced as if it did not contain the said clause to the extent of its Unenforceability and invalidity.

8. General terms and Conditions:

The Bidder is expected to examine all instructions, statements, forms, terms, conditions and specifications in the bid document. Failure to furnish all information required by the bid document or submission of a bid not responsive to the bidding document in every respect will be at the Bidder's risk and may result in rejection of his bid. While LIC of India has made considerable effort to ensure that accurate information is contained in this RFP, the information contained in this RFP is supplied solely as a guideline for bidders.

Any notice by one party to the other pursuant to the Contract shall be sent by email/letter and confirmed in writing to the address specified for that purpose in the Contract. All communications shall be sent to the below mentioned address and on email-id *co_nbmed@licindia.com*

**THE EXECUTIVE DIRECTOR (NB&R),
New Business & Reinsurance Department,
Central Office, 5th floor, YOGAKSHEMA
Bldg., J B Marg, Mumbai 400021**

LIC of India may waive off any minor non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

Bid with insufficient information, after thorough analysis, may be rejected.

LIC of India 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 the Corporation's estimation.

It will be the responsibility of the vendor to take care of all the formalities (wherever and whatever applicable) as per rules / tax laws / regulations / orders of any Government/non- government/ regulatory authority in force etc.

LIC may at its sole discretion negotiate and enter into contracts with one or more successful Bidders or with Other Providers as and when deemed fit. LIC reserves the right for the selection of additional Medical Service Providers from time to time.

No volume commitment should be inferred from this process or from any of the documentation provided.

The Bidder shall adhere to, Information Technology Act 2000, Digital Personal Data Protection Bill 2023, its amendments and rules published by Government of India and applicable sections of IRDAI Guidelines on Information Security for Insurers. The Participants shall ensure that they have Information Security organization in place to implement the provisions of LIC's information security requirements and protection of intellectual property.

The Bidder shall have documented policies and procedures to discharge the security requirements detailed within the RFP.

Information security requirements such as controls for maintaining confidentiality, integrity and availability of the LIC's data shall be considered at all stages throughout third party/vendors having access/handling the organizational system/data.

Confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured.

Dispute: In the event of any dispute or disagreement over the interpretation of any of the terms in this bid document or claim of liability, the same shall be referred in writing to CO, NB&R department.

9. Other Terms and Conditions:

9.1 Assignment:

The successful bidder (hereinafter mentioned as vendor / successful bidder) shall not assign in whole or in part, the obligations to perform under the contract except with Corporation's prior express consent.

9.2 Non-Disclosure Agreement (NDA): (Annexure – IV) – should be submitted along with Technical Bid)

During the contract period, the Personnel of MSP may have access to confidential information of the Corporation. The MSP or its Personnel shall not disclose at any point of time to any other person/third party the information so received and use the same degree of care to maintain the Confidentiality of the information as if the information is their own. Also the MSP may use the information only for serving the Corporation's interest and restrict disclosure of information solely to those employees of vendor having a

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of MSP under this agreement and require such employees to maintain these obligations. The bidder shall submit, a duly notarized Non-Disclosure agreement on a stamp paper of INR 500/- (Rupees five hundred only) or as per stamp duty payable in the respective state. as per Annexure – IV. Violation of Non-Disclosure Agreement (NDA) will lead to legal action and blacklisting.

9.3 Consequences of Termination of the 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 of India 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. This period of transition shall not exceed six months from the effective date of termination. Nothing herein shall restrict the right of LIC of India 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.

9.4 Signing of contract:

The selected bidder (MSP) has to sign a contract with LIC of India as per the terms and conditions of the RFP on non-judicial stamp-paper (as applicable in the area of jurisdiction). This initial contract will be called as the **Service Level Agreement (SLA)** which will act as the comprehensive contract document between LIC of India and MSP for all purpose/conditions related to the RFP. The SLA will be the permanent reference & the contract document (with subsequent modifications,if any). The modifications to the SLA will be mutually agreed and will be accommodated in the form of addendum/schedules to the SLA since procedural aspects, services etc. will be continuously evolving. On behalf of the Corporation, **SLA** will be signed by the RegionalManagers (NB & Actuarial) of the respective zones.

9.5 Terms of Payment:

9.5.1. Payment towards service charges will be paid on monthly basis within a fortnight of the following month as per the rates mentioned in the SLA to the appointed MSPs.

9.5.2. The monthly Bills/Invoices submitted by the MSPs should be accompanied with **“NO DUE Certificate”** from the DCs through whom the Special Medical Reports were conducted for the month.

9.5.3. The Monthly Bills/Invoices have to be submitted by the MSPs through the Reverse CSV file mechanism or any other method as intimated from time to time by the Corporation.

9.5.4. The payment for Medical Reports conducted through DCs/Hospitals/Clinical Establishments empanelled in “RURAL” areas would be at 90% of the rates/Charges mentioned in this RFP & further thereon in SLA. The criteria for “RURAL” classification will be based on PINCODE of the locality in which the DC/Hospital/Clinical Establishment is located and it will be the sole discretion of the LIC to decide this

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

classification.

9.6 Indemnity:

Each party hereby indemnifies the other Party from and against all and any costs, damages or losses (whether consequential, business or otherwise) arising out of the breach of any representation, warranty and/or covenant made by it in the Service Level Agreement (SLA), or any breach of the SLA generally, or for non-fulfillment of its obligation under law or to any third party/parties.

Each party agrees to be solely liable for, and will indemnify, defend and hold harmless, the other party, its officers, director, employees, consultants and agents from and against any and all claims, liability, damages and/ or costs including but not limited to legal fees arising from, out of or in connection with:

The breach of any warranty, representation, covenant or term of this Agreement;

The non-fulfillment of its obligations under law or to any third party/ parties;

The gross negligence and/or willful misconduct by it and/ or its Officers, Director, employees, agents, or affiliates;

The infringement or violation of any third party's copyright, patent, trade secret, trademark, intellectual property, intellectual property right in relation to the services.

Any reasonable fees incurred for defending any legal proceedings in furtherance thereof, if the legal proceedings are due to deficiency of service on the part of MSP.

9.7 Signing of Contract (SLA):

The Service Level Agreement (SLA) shall take effect on the date of signature hereof by both Parties, and shall remain in force for a period of three years which may be renewed/ extended on the same terms and conditions for one more year or part thereof on satisfactory performance at the sole discretion of the Corporation. It is subject to quarterly review at the discretion of the Corporation. LIC of India also reserves the right to terminate the Agreement at any time, after review of the performance of the MSP on a monthly basis. LIC of India will review the MSP based on the factors including, but not limited to: The quality of service provided, the customer satisfaction as can be perceived from the Customer Response Sheets received and such other factors as LIC of India deems fit and specifies.

9.8 Termination of Contract:

9.8.1. The SLA may be terminated

by both Parties by mutual consent; or

by the non-defaulting Party in the event of a change in the management or a change in the controlling interest of the other Party without the prior written consent of the non- defaulting Party; or

by the non-defaulting Party in the event that the other Party fails to maintain any license, certification or accreditation required to conduct or perform the business contemplated by such Party under this Agreement;

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

or

by LIC of India in the event of a breach by the MSP of The SLA; or
Its representations and warranties in the SLA; or
Its covenants, agreements or obligations contained herein; or
After a period of three months in pursuance of clause 9.7 above.

by LIC of India in the event of Non-activation of services within 20 days from the effective date of SLA

The SLA may be terminated forthwith by either Party, if the other Party is prevented from performing any of its obligations hereunder due to a Force Majeure Event and such Force Majeure Event continues for a period of 4 weeks without interruption.

On termination of the SLA for any reason whatsoever, LIC of India shall be liable to the MSP for all costs and fees for Services performed in accordance with the terms of the SLA until the date of termination.

The MSP shall continue to be liable to provide the Services until the date of termination, either through itself or other MSP on a run-off basis for any services of Insured Persons for whom the MSP has received Fees.

All the existing contracts will end as and when the new Service Level agreement is signed.

9.8.2. The MSP shall not have any objection for switching the MSP by the Insured Persons, as allowed and permitted by the Corporation, in case of non-renewal of the agreement or reappointment of the MSP after the term.

9.8.3. The MSP shall handover all the documents, files, records etc., belonging to LIC of India in whatever form they are held, to LIC of India forth with on termination and shall not retain any data with them. The data security and data confidentiality of LIC of India shall operate throughout.

10. Force Majeure Condition:

10.1. Neither party shall, in breach of any of its obligations under this Agreement to the extent that its performance is prevented, physically be hindered or delayed by an act, event or circumstances (whether of the kind described herein or otherwise), which is not reasonably within the control of such party (“Force Majeure Event”) other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the vendor only.

10.2. Force Majeure Event shall include but not be limited to the following:

Fire, Flood, Atmospheric disturbance, Pandemic, Lightning, Storm, Typhoon, Tornado, Earthquake, Washout or other Acts of God;

War, Riot, Blockade, Insurrection, Acts of Public Enemies, Civil Disturbance, Terrorism and Sabotage and threats of such actions;

Strikes, lockouts or other Industrial Disturbances or Labour disputes; outside that party’s organization

Change of any applicable rule, regulation or law.

10.3. In the event that any Force Majeure Event continues for a period of 4 (four) weeks without interruption, the party not affected by such Force Majeure Event shall be entitled to terminate this Agreement by giving notice to the other party, pursuant to, and in accordance with the provisions of Clause 9.8 of this Agreement.

10.4. Unless otherwise directed by LIC of India in writing, the MSP shall continue to perform its

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

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. TAXES AND DUTIES

Any payments to be made in pursuance of this Agreement shall be subject to all Indirect Taxes including but not limited to GST, etc., if applicable or becomes applicable in the future. Such indirect taxes as may be applicable will be charged separately.

All payments made in pursuance of this agreement will be subjected to tax deduction at Source, if any, as per tax laws currently applicable or as may become applicable in future.

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

GST/ TDS and other tax deductions, if any will be as per rules.

END OF DOCUMENT

Annexure-I

SPREAD OF DIVISIONS			
SR NO	ZONES (With States)	No OF Divisions	NAMES OF DIVISIONS
1	North Zone —Delhi, Haryana, Himachal Pradesh, Punjab, Rajasthan, Jammu & Kashmir, Chandigarh & Ladakh	17	Ajmer, Amritsar, Bikaner, Chandigarh, Delhi-I, Delhi-II, Delhi-III, Jaipur-I, Jaipur-II, Jalandhar, Jodhpur, Karnal, Ludhiana, Rohtak, Shimla, Srinagar, Udaipur Total Branches- 320
2	North Central Zone -Uttarakhand & Uttar Pradesh	12	Agra, Aligarh, Allahabad, Bareilly Dehradun, Faizabad, Gorakhpur, Haldwani, Kanpur, Lucknow, Meerut, Varanasi Total Branches- 247
3	Central Zone —Chhattisgarh & Madhya Pradesh	8	Bhopal, Bilaspur, Gwalior, Indore, Jabalpur, Raipur, Satna, Shahdol Total Branches- 140
4	Eastern Zone -- Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, West Bengal, Andaman & Nicobar, Nagaland, Sikkim & Tripura	12	Asansol, Bardhaman, Bongaigaon, Guwahati, Howrah, Jalpaiguri, Jorhat, Kolkata, -I, Kolkata -II, KSDO Kharagpur, Silchar Total Branches- 206
5	South Central Zone - Andhra Pradesh, Karnataka & Telangana	17	Belgaum, Bengaluru-I, Bengaluru-II, Dharwad, Hyderabad, Kadapa, Karimnagar, Mysore, Machilipatnam, Nellore, Raichur, Rajahmundry, Secunderabad, Shimoga, Udupi, Vishakhapatnam, Warangal Total Branches- 314
6	South Zone - Kerala, Tamil Nadu, Puducherry & Lakshadweep	13	Chennai-I, Chennai-II, Coimbatore, Ernakulam, Kottayam, Kozhikode, Madurai, Salem, Thanjavur, Trivandrum, Thrissur, Tirunelveli, Vellore Total Branches- 261
7	Western Zone - Goa, Gujarat, Maharashtra, Dadra and Nagar Haveli and Daman & Diu	22	Ahmedabad, Amravati, Aurangabad, Bhavnagar, Gandhinagar, Goa, Kolhapur, Mumbai Do-I, Mumbai Do-II, Mumbai Do-III, Mumbai Do-IV, Nagpur, Nadiad Nanded, Nashik, Pune-I, Pune-II, Rajkot, Satara, Surat, Thane, Vadodara Total Branches- 403
8	East Central Zone - Bihar, Jharkhand & Odisha	11	Begusarai, Berhampur, Bhagalpur, Bhubaneswar, Cuttack, Hazaribagh, Jamshedpur, Muzaffarpur, Patna-I, Patna-II, Sambalpur Total Branches- 157

Annexure-II

ROLE OF MEDICAL SERVICE PROVIDER (MSP)

Part A – Scope, Reports and Rates

We propose to empanel Medical Service Providers (MSPs) for conducting pre-policy and/or pre-revival medical examinations and special medical reports for our proponents. In addition to the Divisional Office centers, the services of MSPs will be required at Branch offices in the divisional Office jurisdiction. The RFP highlights key technical capabilities required from the MSP to enable digital onboarding and revival journeys for LIC customers.

The detailed Scope of work for empanelled vendors is detailed below:-

Role of MSP Representative-

- Every division should have a representative whose mobile number and email id should be available to LIC.
- Representative shall be responsible for the scheduling of the appointment with customers at the suitable DCs in his preferred mode. All efforts to ensure a seamless customer experience.
- Empanelment of new DCs would be done by the MSP representatives and the same would be available for conduct of medicals and special reports, by the MSPs allotted to the Division.

Appointing of new DCs under MSP-

- Each MSP shall empanel minimum of 3 new DCs in the Divisional jurisdiction in urban areas and 2 in Rural jurisdiction within one month of appointment of the MSP.
- MSP shall empanel 1 new DC in each Branch Office jurisdiction under the Divisions within 6 months wherever suitable facility is available

1. Scheduling medical tests:

- a. The MSP must integrate a list of all associated parties across modes including location coordinates, medical capabilities, and operating hours, with LIC's central medical scheduling system, either through APIs or direct listing.
- b. The MSP must have capability to conduct VMER on instant or scheduled basis, alongside optionality to book FMR at respective medical representative per preferred appointment slot.
- c. The MSP must have ability for multiple stakeholders at LIC – customer/proposer, agent & intermediaries and LIC employees to schedule medical appointment across various touchpoints – customer app, sales/agent app, branch front end, and call centre etc, collectively called as “Channels”
- d. Based on medical tests required, eligibility of at-home, vMER and DC are checked. List of DCs and network hospitals across MSPs, filtered basis eligibility and location, displayed to user for selecting preferred appointment slot for scheduling medical test. MSPs to do calling in the preferred language selected by service receiver (Regional language).

- e. **If home test is chosen by user**, the MSP will be allocated based on LIC determined logic or eligibility.
 - (i) Request with customer details and preferred appointment details would be sent to MSP through automated real-time API call by LIC channels (web service) to MSP's scheduling systems or sharing CSV file through email or server upload to allocate respective DC or Network hospital basis location of customer for further communication and confirmation.
- f. **If at-center test is chosen by user**, the MSP linked to selected DC/network hospital would receive request to schedule medical tests based on the preferred time slot selected.
 - (i) Such requests would be sent to MSP defined above in point e.(i) If DC or network hospital is tied up with multiple MSPs, MSP will be allocated based on LIC determined logic.
- g. **If VMER is chosen by user basis eligibility**, MSP will be allocated based on LIC determined logic. User would be given option to join live link instantly or schedule examination per preferred time slot.
 - (i) Request with customer details and appointment preference would be sent to MSP as per process defined above in *point e.1*. If live link is selected, user will be automatically sent link of appointment on preferred communications – SMS, WhatsApp and email. MSP to have functionality to link VMER service with LIC portal for instant redirection of customer in same journey.
- h. The MSP to have ability to schedule appointment for same proposer across modes e.g. vMER for medical examination and at-home tests, at-home tests with imaging tests at center (DC or network hospital) etc.
- i. The MSP, upon receiving a request, will be required to contact the customer via call or email, adhering to defined SLAs through their call centers to confirm the medical appointment on same operating day preferably within 6 hours of intimation.
- j. The MSP will be responsible for scheduling appointments for medical tests including blood/fluid tests, imaging scans, etc., with associated DCs, authorized network hospitals or at-home visits, as applicable.
- k. The MSP will be responsible for scheduling medical examination (FMR) through video-MER, tele-MER, or doctors at DCs and authorized network hospitals, as applicable.
- l. The MSP to have ability to send SMS, WhatsApp, and/or email, in LIC prescribed format, to the respective customer to confirm the appointment with the date and time of appointment and name, address, and location of the selected DC. MSP to also share the link of LIC portal page to reschedule medical tests.
- m. Alternatively, MSP to send confirmation details to LIC through API response call with the date and time of appointment and name, address, and location of the selected DC. LIC to share confirmation SMS, WhatsApp, and/or email with the customer with a link to the LIC portal page to reschedule medical tests.
- n. All security measures related to proper authentication, authorization, API key management, secure communication protocols, vulnerability management, encryption input validation and sanitization, rate limiting and throttling to be implemented.

2. **Following up on medical tests:**

- a. MSP to provide real-time status tracking to LIC via API integration for each medical appointment, with status update triggers including, but not limited to, medical test scheduling

confirmation, rescheduling of medical tests, success of medical test appointments, no-shows at medical test appointments, and the status of reports.

- b. MSP to also offer real-time status tracking to LIC through their web portal and share login credentials with all Offices of LIC of India to access the portal and view further status updates on reporting and communication. This includes, but is not limited to, calls made, responses recorded, outcomes of calls, success/failure of medical test appointments, status of reports uploaded/sent, and reasons for any delays.
- c. MSP to adhere to defined SLAs by LIC for communication – follow-up & reminders with customers and integrate with existing communication systems.

3. **Conducting medical tests:**

- a. MSP to ensure that medical tests and examinations are conducted as scheduled by the respective Diagnostic Centers (DCs) or authorized network hospitals.
- b. MSP to ensure that all medical tests and examinations adhere to predefined quality standards and SLAs.
- c. MSP will be responsible for verifying the identity of the customer undergoing medical tests and examination across modes including DCs, authorized network hospitals, and during at-home visits, using details provided by LIC. MSP to verify identity of customer through Aadhar-based modes e.g. physical ID, OTP and/or face match across modes. MSP will be held liable for any damages resulting from fraud, impersonation, or other identity irregularities.

4. **Sharing reports of medical tests:**

- a. MSP to share medical reports within the defined SLA timelines with LIC and update the status, including reasons for any delays.
- b. MSP to provide reports to LIC in digital-CSV format via reverse API calls or LIC server uploads, as well as digitally signed PDF reports for archival purposes, following the formats specified by LIC.
- c. MSP must strictly adhere to the file naming conventions provided by LIC.
- d. MSP is responsible for conducting quality checks on both the CSV files and the original PDF reports to avoid any discrepancies.
- e. MSP shall be accountable for the quality of the reports prepared by Diagnostic Centers, authorized network hospitals, and other authorized medical practitioners. MSP will face penal action as outlined in the MOU if any defective reports or instances of fraud are identified.
- f. Ensure API security, data encryption, secure file formats and compliance with standards.

5. **Performance management of DCs:**

- a. MSP and its associated entities will perform the services entrusted to them, which will be governed by the SLA, prescribed and amended periodically by the Corporation.
- b. MSP will be responsible for the training of its personnel and those of associated entities to ensure services are delivered according to the desired quality standards.
- c. MSP to collect and store original medical records from respective DCs and other associated entities for record keeping and audit purposes.
- d. MSP must conduct thorough audits of its diagnostic centers and other associated entities to ensure compliance with SLAs and Quality Standards as defined by LIC and share quarterly audit reports with LIC.
- e. MSP must immediately inform LIC upon identifying any fraudulent practices by MSP or its associated entities and provide a plan for rectification and risk mitigation for corrective action.

- f. MSP should possess the functionality to blacklist/delist DCs and other associated entities from conducting any service on behalf of LIC, based on LIC's discretion, due to malpractices or deviation from performance and quality standards. In all such instances, LIC shall be informed.
- g. MSP should ensure that purified and updated list of DCs is available to LIC at all times.

- h. Data, image and document (report) management should be secured from the point of view of confidentiality, integrity and security. The data security and data confidentiality of LIC of India shall operate throughout.

The MSPs will be required to conduct the following reports:

Medical Examination Report, which would be Physical Medical Examination Report or Video Medical Examination Report or Tele Medical Examination Report – measurements and observations about health of the Life to be Assured to be reported in the prescribed format. The observations to be noted will be based on information obtained by the Medical Examiner from the Physical Examination / through Video / Tele call, as also information provided by the Examinee by careful enquiries / questions as per the MER format.

Electrocardiogram (ECG) – 12 leads ECG to be taken along with Standardization slip, each lead with minimum of 3 complexes, long lead II. If L-III and AVF shows deep Q or T wave change, they should be recorded additionally in deep inspiration. If V1 shows atall R-Wave, additional lead V4R is to be recorded. It is necessary that the ECG is properly mounted and submitted with reporting format complete in all respects.

Computerized Tread Mill Test (CTMT) – Pre-test (Supine, standing, hyperventilation), Exercise (Stage I, II, III...) and Recovery (I after one minute, II, III, IV.... till ECG normalizes). Give adequate exercise time (Reaching target heart rate is sometimes not sufficient) symptoms limited. Each stage to have 12 lead tracings with long lead II. Each lead should contain at least three complexes. On separate individual paper each stage with relevant observations is to be recorded.

While reporting the stress test following points to be noted: -

Reason for stoppage of the test- If there is no complaint, LA should be allowed to walk even if target heart rate is achieved and the diagnosis should be symptom related, blood pressure response and ECG changes also must be reported

Haemogram – giving Red Blood Cell count, Hb%, Hematocrit Indices (MCV, MCH, MCHC), Morphology, Target Cells, White Blood Cells (Total/Differential Count, Platelets and Erythrocytes Sedimentation Rate)

Lipidogram - Lipid Profile giving total cholesterol, High/ Low Density cholesterol and S. Triglycerides

Fasting Blood Sugar Report – giving fasting blood sugar readings

Post Glucose Blood Sugar (PGBS) Report - giving blood sugar readings two hours after administration of 75gms of glucose. **Post Prandial Blood Sugar (PPBS) is not acceptable in lieu of PGBS.**

Hba1c or Glycosylated Hemoglobin% - Hba1c is preferable

Special Biochemical Test (SBT-13) – giving fasting blood sugar, lipid profile, S. Creatinine, S. Proteins, S.

Bilirubin, SGOT, SGPT, S. Alkaline Phosphatase, GGTP, BUN, HbsAg, Elisa for HIV.

Routine Urine Analysis – Physical, chemical & microscopic examination of urine.

Report on X-Ray of Chest (PA View)

Elisa for HIV

Anti HCV

USG Abdomen and Pelvis

Spot Urine Micro albumin

2D Echocardiogram with Color Doppler

Urine Cotinine Test

Pulmonary Function Test

PSA test for Male lives

In addition to the above reports, certain other special reports also will be required to be conducted by the MSPs as mentioned in the Additional list. The charges of all the reports are as mentioned. The charges of the Medical reports are valid for the Contract period.

Fees for Physical, Tele & Video Medical Examiner Reports-

List of Reports	Charges per test (INR)
Physical Medical Examination Report (PMER) / Tele Medical Examination Report (Tele MER)	
Sum proposed – up to Rs. 15,00,000/-	110/-
Sum proposed Rs. 15,00,001 to Rs. 24,99,999 /-	130/-
Sum proposed Rs. 25,00,000 to Rs. 49,99,999 /-	160/-
Sum proposed Rs. 50,00,000 to Rs 99,99,999 /-	175/-
Sum proposed Rs 1,00,00,000/- and above	200/-
Video Medical Examination Report (VMER)	250/-

Fees for Special Reports – Chart A

List of Reports		Charges per test (INR)
1	Anti Hepatitis C Virus	500
2	BST Fasting + PGBS or post prandial	125
3	BST Only Fasting or Only PGBS	100
4	Special Blood Sugar test (2 readings)	125
5	Blood Urea Report	100
6	CBC/ESR with Hb% & peripheral smear	100
7	CTMT Computerized Tread Mill Test	1500
8	ECG at rest (tracing & report)	150
9	ESR Report of Blood	100
10	HbA1c	400
11	Hb%	100
12	Haemogram	125
13	Elisa test for HIV	300
14	Lipidogram	250
15	RUA Routine Urine Analysis	100
16	SBT-13 with Elisa Method HIV test	1500
17	Serum Cholesterol	100
18	Serum Creatinine	100
19	Urine Cotinine Test	250
20	WBC Differential Count	100
21	X-Ray of Chest with Report	150
22	2D-ECHO with colour Doppler	1500
23	USG Abdomin and Pelvis	800
24	Spot Urine Microalbumin	400
25	Prostrate Specific Antigen	600

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

26	Dobutamin Stress Echo	1500
27	HBEAG	600
28	Pulmonary Function Test	300
29	T3, T4, TSH	500
30	USG of KUB	500
31	X-Ray (plain) of G.U Tract (2 plates) (KUB)	170
32	Australian Antigen Test (HBs Ag)	70
33	Gama (GTT)/GGTP	150
34	Tridot test for HIV	150
35	Stress Echo Cardiography	1500
36	Liver Function Test	500
37	Renal Function Test	1000
38	Reticulocyte Count	100
39	SBT-13 with Tridot Method HIV test	900
40	LDH	150
41	SGOT	100
42	SGPT	100
43	Serum Bilirubin	100
44	Serum Proteins	100
45	Serum Triglycerides	100

The Rates/Charges in the Special Reports Chart A would be applicable to the Reports taken from Diagnostic Centers located in “Urban” centers. The Rates/Charges for the Special Reports taken from Diagnostic Centres situated in Rural centres would be 90 % of the Rates/Charges.

Service Charges:

Service charges as shown below will be payable per Proposer/ Proponent/ Policyholder in addition to the above.

Proposals/Policies where only Medical Examination Report is required	Rs. 20 /- per case.
Proposals/Policies where special reports are required along with MER	Rs. 30/- per report (charges for MER will be Rs. 20/-), subject to maximum of Rs. 150/-.
The above charges including GST are to be collected by the MSP directly from the Life Assured at the time of Revival of the policy. GST will be over and above the service charge payable. Income Tax at appropriate rate will be deducted at source.	
Home Collection charges	Home Collection charges of Rs 150/- shall be payable per Proposer/ Proponent / Policyholder for home collection services provided by MSP.

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

Medical Questionnaires – Chart B

	QUESTIONNAIRES	Charges per test (INR)
1	ASTHAMA BRONCHITIS Q	100
2	CNS QUESTIONNAIRE	100
3	Coronary Artery Disease Questionnaire	100
4	DEFORMITY QUESTIONNAIRE	100
5	EPILEPSY QUESTIONNAIRE	100
6	GALL BLADDER Q	100
7	GOITRE Q	100
8	GOITRE WITHOUT OPERATION Q	100
9	GYNAECOLOGIST QUESTIONNAIRE	100
10	HEARING Q	100
11	HERNIA QUESTIONNAIRE	100
12	CROHNS QUESTIONNAIRE	100
13	DM Q - PHYSICIAN	100
14	LIVER DISEASE Q - PHYSICIAN	100
15	PROSTATE Q - PHYSICIAN	100
16	OPHTHALMIC QUESTIONNAIRE	100
17	PHYSICIAN REPORT	100
18	PSYCHIATRIC Q	100
19	ANXIETY DEPRESSION QUESTIONNAIRE	100
20	HYPERTENSION Q - PHYSICIAN	100
21	TUMOUR Q - PHYSICIAN	100
22	TB QUESTIONNAIRE	100

Additional Special Reports and fees payable - Chart C

List of Reports	Charges per test (INR)
24 Hour Creatinine Clearance Test	CUS to decide
Audiogram	CUS to decide
Cholecystography (5 plates) Report	CUS to decide
CT Scan of Chest	CUS to decide
Stool Examination	CUS to decide
Stress Thallium Test	CUS to decide

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

X-Ray of Dorsal Spine (2 plates)	CUS to decide
X-Ray of Caecum and Colon(Ba. Enema) 2 plates	CUS to decide
X-Ray of Hips & Joints in A.P and Lateral 2p	CUS to decide
X-Ray Stomach & Duodenum(Barium Meal) 5 plate	CUS to decide
Urine Albumin Creatinine Ratio	CUS to decide
AFB Sputum	CUS to decide
Angiography	CUS to decide
B12	CUS to decide
Beta HCG	CUS to decide
CT Coronary Angio	CUS to decide
CT Scan of Brain	CUS to decide
G.T.T. of Urine	CUS to decide
Glycosylated Hb%	CUS to decide
Intravenous Pyelography (5 plates) Report	CUS to decide
Left Venous Doppler	CUS to decide
SBT-12	CUS to decide
SBT-18	CUS to decide
Serum Amylase	CUS to decide
Serum Electrolytes	CUS to decide

Sickling Test	CUS to decide
Thalassaemia	CUS to decide
USG Liver	CUS to decide
VDRL	CUS to decide

The above additional tests / reports are not of routine nature and are called for only in certain special circumstances. When the above reports are called for separately (i.e. not along with the reports mentioned under chart A), a service charge of Rs. 30/ for each report, subject to a maximum of Rs. 150 will be payable.

Further, in respect of Proposals under a Sum Assured of Rs. 1 Crore and above, the Pre-policy Medical tests will be conducted in an accredited Hospital / Clinical Establishment / Multi-specialty Hospital with all tests under One Roof, wherein, the charges for all the Special Medical Reports to be conducted would be as a Lumpsum package as per details given below:

Sum Assured	Lumpsum Package Amount payable
1 Crore to 39 Crores	Rs. 4500/-
Above 39 Crores	Rs. 7500/-

Criteria for Network Hospitals:

Network Hospital should have ambulance services, blood bank facility, CT scan, MRI centre either by in house or tie up with other external agencies, network hospital should provide the above services under cashless admissions as per Central Government Health Scheme rates only.

Part-B Procedures and Conditions

The MSP will conduct medical examination and special reports enumerated in Part A - Chart A and Chart B at the rates mentioned therein, for the offices falling in the jurisdiction of the Divisional Office.

The standard protocol for conducting certain routine medical tests is given in Part A.

The MSP shall not charge any separate fees from the customers under the terms and conditions of the agreement with the Corporation. However, charges for medical examination and special reports done at the time of revival of policies or when Premium Waiver Benefit is opted are to be collected by the MSP directly from the proposer/ proponent/policyholder. LIC of India will not be liable to pay any charges for pre-revival /Premium Waiver Benefit cases under any circumstances.

Eligibility : Ministry of Health And Family Welfare in their Notification dated 18th May, 2018 & Amendment Notification dated 14th February 2020, under the headings Rules has mentioned the Minimum Standards for Medical Diagnostic Laboratories or (Pathological Laboratories) - Every clinical establishment relating to diagnosis or treatment of diseases, where pathological, bacteriological, genetic, radiological, chemical, biological investigations or other diagnostic tests or investigative services are usually carried on with the aid of laboratory or other medical equipment, shall comply with the minimum standards of facilities and services as specified in the Schedule. This is subject to any change in the rules from time to time.

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

Quality control: -

The MSP should maintain and continue to have adequate internal / in-house checks and control for safeguarding the quality of the medical examination and reports. There should be adequate monitoring for addressing poor quality reports.

LIC of India will be within its rights to terminate the contract, in case the quality of the reports is not found to the satisfaction of LIC of India or in case there is any contravention of any terms and conditions of this agreement and also take suitable further action.

It must be clearly understood that acceptance or otherwise of a risk on a particular life is mainly decided on the basis of the reporting in the medical report and also special reports submitted and hence correct reporting must be ensured. Any errors / omissions / commissions can result in substantial financial losses to the Corporation.

In case of any breach on this count LIC of India shall be within its rights to terminate the agreement and take further suitable action for the financial loss incurred due to such errors / omissions / commissions.

The Medical examiner of the MSP shall verify the identity of the examinee and obtain his/her colour photograph. Further, the signature of the examinee shall be obtained on all the test reports conducted by the Medical Examiner and he should duly attest confirming that the reports pertain to the same person.(examinee)

Impersonation for Medical Report / Special reports will not be tolerated under any circumstances. Any negligence on this part will attract termination of contract or any action as decided by the Corporation. The photograph should be preserved and made available as and when required for inspection by our officials.

Web cam photograph with date and time must be accompanied with the medical reports. LIC of India reserves its rights to conduct surprise visits to DCs / MSPs to inspect on their ambience and the overall working.

Maintain comprehensive documentation and records of all medical examinations, reports, and associated activities. This includes records of quality control checks, corrective actions taken, and outcomes of internal audits.

MSPs shall get itself audited annually covering all the risk parameters (including IT hardware/software) and services etc. and submit certification by the Auditors to LIC of India.

Confidentiality: -

The MSP should have proper mechanism for maintaining professional confidentiality of the reports and the proposer/proponent/policyholder. In case of any breach in maintaining the confidentiality of the reports of the proposer/proponent/policyholder, LIC of India will be within its right to terminate the contract and also take suitable further lawful action. The MSP shall not act or do anything which shall prejudice the interests of the Insurer or do anything that can create a conflict of interest.

Format of Reports: -

The results of the medical examination and special reports will be reported in the prescribed formats (formats

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

enclosed) and in digital form. No handwritten reports shall be accepted. Computer generated reports of the special medical tests will also be accepted. However, the signature of the life assured must be obtained on a separate sheet (as per enclosed format) before the tests are carried out. The separate sheet should be enclosed along with the computer-generated report.

The reports of medical examination and special reports in PDF format (non editable) will be uploaded along with all documents of identification i.e. Addendum, color photograph etc. of the proponent in the portal provided by LIC of India on BO/DO email id.

The MSP should have facility of submitting medical reports online in proper formats with lab ranges along with seal & signature of doctor of Diagnostic Centre & Proposer.

The MSP should also have facility of submitting medical and special reports in digital format through CSV.

Grievance Redressal: -

The MSP will supply to LIC of India the list of its nominated officials, office telephone numbers and mobile numbers of the nominated officials as well as the representatives of MSP who can be contacted in case of any grievance. Also, the details of the proposer/proponent/policyholder and tests to be conducted should be provided to the Branch Offices of LIC of India on a day to day basis.

The E-mail addresses, office telephone numbers and mobile numbers of the nominated officials as well as the representatives of the MSP who can be contacted in case of any grievance should be displayed on the website of the MSP.

There should be a complaint register for proposer/proponent/ policyholder complaints at each diagnostic centre. The date when the complaint has been attended to and closed should be available in the register. The MSP should strictly monitor the complaint register of each diagnostic centre and take necessary quality control measures against erring diagnostic centers.

MSP shall provide good service to all the prospective proponents / policy holders of the Corporation. A proper grievance redressal mechanism should be put in place.

In case of dispute arising between parties regarding any matter under the contract, the same shall be amicably settled by the parties. If the dispute is not settled amicably, the dispute shall be referred to Central Office of LIC of India, Mumbai. The decision of the Competent Authority at Central Office shall be final.

The MSP apart from indemnifying the damages/losses incurred by LIC due to their negligence / omissions etc., shall be required to give their observations regarding any deficiency / lapses on the part of DC/MSP. Based upon the severity of damages incurred LIC may penalize the MSP as under:

- a. Issue warning letters
- b. Terminate the DC
- c. Blacklist the DC
- d. Terminate the MSP

MIS data: -

The MSP has to integrate with LIC to provide various MIS in form of real time tracking system which will be available to BO/DO/ZO/CO officials. This should contain the following details- Proposal No, name of the proposer, no of calls made for fixing up the appointment, date of the calls, date of appointment, date of conducting the tests and date of sending the reports to the branch.

1. The MSP shall make available any possible statistics/MIS required for the Corporation. For e.g.
 - a. Gross operating cost with breakup of the cost incurred for LIC of India and other services by numbers.
 - b. Medical examination conducted by each centre
 - c. Special Medical examination conducted by each centre
 - d. Centre wise turnaround time for giving appointment and from the time appointment is given till the reports reach the office of the Corporation.
 - e. Names of the centers terminated, if any, along with
 - i. Reason for termination
 - ii. Reports about settlement of dues of such centers and quarterly statement regarding settlement of dues of centre.
2. Reference to previous examination reports in the case of claim investigation – Details of any previous treatment taken / reports done by the proponent/life assured from the MSP.
3. Facilitate video recordings of VMERs to LIC of India as and when required.

The MSP shall also be required to make available Branch Office/ Divisional Office/ Zonal Office/All India wise MIS based on cases registered/ reports uploaded/ pending reports period wise.

Termination of contract:

Either of the parties to the agreement can terminate the contract after giving one month's notice but not less than thirty (30) days.

Other Matters:

- The representative of the MSP shall have constant liaison with the Manager (New Business) of the concerned Divisional Office of the Corporation. He should visit the Zonal Office of LIC of India once a month and the Central Office of LIC of India once a quarter.
- In order to facilitate access to the most convenient DCs to our customers, multiple MSPs shall be allowed to tie up with the same DC in the locations entrusted to the respective MSPs. Eligibility of newly identified DCs for empanelment would be as per "Eligibility" conditions under point 4 of Part B.
- Empanelled DCs should be Geo-tagged – Geographic coordinates on the location of the DC should be displayed in the Web cam Photo of the Life Assured while conducting Medical examination and Special medical reports.
- For empanelment of new DCs, LIC of India reserves the right to fix the other terms and conditions for eligibility of the DCs. Primarily, the DCs should have the capability of "All tests under One Roof".
- Empanelment of new DCs will be allowed only when a Representative of the MSP is present in the Divisional jurisdiction.
- Diagnostic Centers should be empanelled in each Branch Jurisdiction under the Division allotted by LIC of India & such empanelment should be completed within 3 days from the date of SLA & should not

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

exceed 30 days.

- In case of system failure or any such eventuality, the special reports along with proper identity of the proponent/policyholder will be submitted in a sealed envelope to the concerned Branch Manager of the Branch and entering in a Log Book.
- LIC of India shall be free to introduce additional MSPs, keeping in view the volume/ business urgency as also the services of the MSPs, etc.
- If the empanelled DCs are inactive for more than 90 days without conducting any Medical Examination, then the empanelment of the DC to the MSP would stand cancelled through a simple letter of intimation to the MSP.
- The Regional Manager (Actuarial) of the respective Zone of LIC of India under whose jurisdiction the MSP operates is the Competent Authority for clarifying any of the terms and conditions of this agreement and for finalizing the modalities for day to day working. The decision taken by the Competent Authority will be final.
- The validity, performance and all matters relating to the effect of this agreement shall be governed by the relevant laws of India, under jurisdiction of the courts in India only.
- There shall be a provision for making amendments in the agreement in writing by both parties to the agreement, due to changes in work environment procedure changes, rules of performance, etc. to the contract which may affect the existing work flow.
- This Agreement and annexure to this Agreement represent the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.
- Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when sent by e-mail-id specified below or delivered by hand to the address as mentioned in the agreement.
- If any provision of this Agreement or part, thereof is rendered void, illegal or unenforceable in any respect under any law, the same shall be replaced by, and any omission shall be remedied, by way of a corresponding provision which comes as close as legally and commercially possible to the express or implied intention of the Parties, and the validity, legality and enforceability of remaining provisions shall not in any way be affected or impaired thereby.
- Each Party shall co-operate with each other and execute and deliver to other such instruments and documents and take such other actions as may be reasonably requested by the other Party from time to time in order to carry out, give effect to or confirm its rights, and for the intended purpose of this Agreement.

12. It is imperative that bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/completion of the contract in all respect. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India.

Part-C

Rules for Conducting Medical Reports

1. The full medical examination shall be conducted by a doctor with a minimum qualification of MBBS. Dentists, X-Ray Specialists, Bacteriologists, Pathologists, Ophthalmologists, Pediatricians etc. who have little experience of routine medical examination of the whole body should not be allowed to conduct full

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

- medical examination of a proponent/policyholder or submit a report in this regard.
2. The special reports will be conducted in the MSP's own in-house diagnostic centers / pathological labs or from other renowned centers set up as per the minimum standard prescribed in the rules by Ministry of Health And Family Welfare in their notification dated 18th May 2018 and amendment notification dated 14th February 2020.
 3. Doctors, Diagnostic Centers and Hospitals/Clinical establishments must be empanelled by the MSP in consultation with the Manager (New Business) of the concerned Divisional Office of the Corporation.
 4. All the diagnostic centers empanelled by the MSP should have all the necessary infrastructure / equipment, chemical reagents, instruments duly calibrated and of the expected standards. LIC of India reserves the right to conduct surprise inspection of the above and any violation will attract termination of contract.
 5. The proposer /proponent /policyholder should be advised about the procedure to be adopted for various tests e.g. requirement of 12 hour fasting for blood sugar test, lipid profile etc. The MSP should ensure that it does not empanel doctors, diagnostic centres and hospitals etc. who/which have been black listed by the Corporation.
 6. Wherever, HIV test is POSITIVE, a reconfirmation of the report on the same sample should be submitted in writing by the DC along with the Special Medical Reports and observing necessary Government Protocols.
 7. Wherever, UCT (Urine Cotinine Test) is POSITIVE, a reconfirmation of the report on the same sample should be submitted in writing by the DC along with the Special Medical Reports.
 8. The MSP must also ensure that it does not empanel doctors, diagnostic centers, hospitals, etc. who / which are currently on the panel of the Corporation. The MSP, before empanelling the medical examiners, diagnostic centers, hospitals etc. who / which were in the services of the Corporation, must confirm from the Manager (New Business) of the concerned Divisional Office of LIC of India that they had a clean record with the Corporation.
 9. A specimen copy of the contract entered into by the MSP with the diagnostic centre has to be submitted to the respective Zonal Office of the Corporation. LIC of India reserves the right to suggest any amendment to the contract entered into by the MSP with the diagnostic centre.
 10. The place of medical examination / diagnostic centre / pathological labs should as far as possible suit the convenience of the proponent/policyholder.
 11. The MSP will ensure that it will have sufficient number of qualified doctors on its panel.
 12. The diagnostic centers and pathological labs may be outsourced only in case of an emergency with prior concurrence of the Manager (New Business) of the concerned Divisional Office (when for reasons beyond the control the tests cannot be carried out in- house / from the MSP's empanelled centers). In such instances the outsourced DC must qualify conditions as mentioned at Sr. no 2 above.
 13. Corporation shall not be liable for any non-payment of any dues by MSP to the Diagnostic Centers empanelled by them.
 14. The response time – Turn around Time (TAT) should be within 24 hours and in any case should not be later than 48 hours from the time of conducting the medical examination. The MSP will be responsible for timely submission of medical reports.
 15. It is desirable that the MSP should have facility of Home collection of samples done by phlebotomist /trained technicians for each Division under the Zone applied for.
 16. Availability of MEs for VMER in all Zones applied for, having knowledge of regional language.

Part D
Payment procedure

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

- The payment for the tests / reports conducted will be made as per the rates given in clause 3-Chart A and B on or before 15th day of the next month in which the bills are submitted for a particular month. The bills may be submitted by the 7th of each month. In case of discrepancy in billing the same can be sorted out with the Manager (NB) of the concerned Divisional Office of the Corporation.
- MSP undertakes to settle the dues to the DCs in case of termination of contract within 7 days from the date of receipt of money from the Corporation. In case of breach of this condition, LIC of India will not be liable for any claim from MSP and all the cost, claim and liability will be borne by the MSP alone. Any payments to be made in pursuance of this Agreement shall be subject to all Indirect Taxes including but not limited to GST, etc., if applicable or becomes applicable in the future. Such indirect taxes as may be applicable will be charged separately.
- All payments made in pursuance of this agreement will be subjected to tax deduction at source, if any, as per tax laws currently applicable or as may become effectively applicable in future.
- It is desirable for MSP to have an established Payment System in place with regard to payment procedure to the DCs.

Annexure – III – Part A

Format for Technical Bid

Technical and Infrastructure details of the Medical Service Provider (MSP)		
1	Name of the Medical Service Provider (MSP)	
2	Registered Office:	
	Address:	
	Telephone No: E-Mail:	
	Toll free customer care number:	
	GSTIN:	
	Date of Incorporation:	
	Experience (in yrs) :	
3	Name of the contact person, telephone no. and email	
4	URL of your Web Portal:	
	Whether Web based platform for reporting is available?	
	Real time Tracking status available?	
	Readiness to integrate to provide Various MIS through Dashboard ?	
5	Suitability Analysis---To explain the ability to handle the requirements of LIC of India in terms of Customer contact, administration, uploading of reports (both in pdf and in digital format through Webservice integration / API) , data security, data retrieval, online MIS and reporting	
6	Ownership (specify): - Indian Holding Global tie up (Enclose Certification)	
	ISO Certification (if any) 2001 :	
	27001 :	
	Total Capital infused (in lakhs) :	

7	The Annual Report of the Company along with the Balance Sheet, and P&L Account for the last 3 Financial Years, i.e. 2020-21, 2021-22 & 2022-23 – to be attached	
8	Details of the Offices (List of offices with addresses may be attached) (Pl. refer to - Annexure-I: List of Regions – Zone-wise, Division-wise & State-wise) Mapping of existing offices with LIC's regions	
	a) Which are the Zones you are applying for:	
	b) List of total no of Diagnostic Centers in each zone applied for to be attached (service specification and criteria for selection).	
	c) List of total no of Diagnostic Centers with NABL Accreditation with home visit facility to be attached	
	d) No of tie up/networked hospitals in each zone	
9	Empanelment process of the Diagnostic Centers (DCs) & List of DCs with PAN no	
10	Quality control methods- Periodic audits of all modes and training to maintain service quality.	
11	a) Process of Invoice settlements to DCs. Whether proper mechanism is available for invoicing & settlement through system to DCs? Submit documentary evidence.	
	b) Monthly bills to LIC to be invoiced through reverse CSV system.	
12	Details of fines/ penalties / litigation filed by/against the Company or any of the offices during last 5 years, if yes provide the details.	

13	Customer identification methods-Verify customer/proposer identity to prevent fraud or impersonation.	
14	Process of fixing up appointment. Whether API Integration for scheduling/rescheduling of appointments directly by Customers/Users is available? Y/N –	
	If 'NO' then solution in which stage :	
15	Report pickup and submission arrangements-DC to MSP.	
16	Risk Mitigation Structure	
	Business Continuity Management and Disaster Recovery Plan	
17	Data security measures – IT / IS policies/Audit/DPDP	
18	Pre-integrity Pact	
	Non-disclosure Agreement – format enclosed	
19	IVRS, telephone (Manual /automated) call centre facilities available	
20	Details of Tie- ups with PSUs/ Private Insurers- Name of the PSUs / Private Insurers with whom any tie-up is available including volume handling (Attach the list with service specification)	
	Out of above, no. of insurers to whom Monthly bills are submitted through digital means	
21	Brief reasons as to why you should be given the bid over others. Please narrate special advantages etc. you may offer (Unique selling proposition)	
22	Whether Online Complaint lodging/incident reporting and tracking facility is available?	

23	Home Visit by trained phlebotomists facility provided?	
24	Do you have any facial recognition facility?	
25	Number of ME's for VMER (knowing the regional language) for each Zone applied	

The above information furnished by the MSP is accurate and is verified and authenticated by the Board of the Directors of MSP.

Place: Signature of the Authorized Signatory

Annexure III - Part B

Format for Financial Bid

The Discount offered on the entire rate chart of Special Reports Chart A _____ %

Annexure-IV

Non-Disclosure Agreement

(No deviations in wordings permitted)

(To be executed over Rs.500/- Stamp/Franked paper & notarized) (as applicable in the area of jurisdiction)

This Non-disclosure Agreement (“NDA”) is made and entered into this ___ day of

_____ in the year _____. BY AND BETWEEN Life Insurance Corporation of

India, , a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (31 of 1956) with registered office at Central Office, ‘Yogakshema’, J B Marg, Mumbai 400 021, hereinafter referred to as “LIC” AND a company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business at

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

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

WHEREAS,

the Respondent is aware that while responding to LIC’s Request for proposal Ref: LIC/CO/NB/Empanelment of MSP/24-25/01 dated 02.05.2024, the Respondent may be gathering information on LIC’s Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., (“Proprietary Information”) indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

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

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

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants’ reports, trade secrets, proformas and other financial 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

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

with the confidentiality statement from the other party.

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

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

That discussions, investigations or negotiations are taking place concerning a possible transaction between the Parties, or the terms, conditions, status or other facts regarding a possible transaction between the Parties, or that Respondent has received Confidential Information from LIC.

Notwithstanding the above, Respondent may disclose the Confidential Information, and portions thereof to its directors, officers, employees and representatives of its advisors (collectively, "Representatives") who need to know such Confidential Information for the purpose of evaluating a possible transaction between the Parties. It is understood that the Respondent will inform their respective Representatives of the confidential nature of the Confidential Information and will require its Representatives to be bound by this Agreement and not to disclose the Confidential Information to any other person.

Without the written consent of LIC the Respondent or any of his consortium partners should not make public announcements/comments on any website/or issues any media statements about the LIC, RFP or RFP process.

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.

The 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 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 RFP or 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 no 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.

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

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

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

Respondent agrees and 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 agrees that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit any information directly or indirectly from the employees of LIC.

Respondent agrees that all of its obligations undertaken herein as the Respondent shall survive and continue for the period of the existence of this NDA and a period of three years thereafter regardless of any prior termination of this NDA. This NDA constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto.

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

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

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

This Agreement shall be governed and construed in accordance with the laws of India in the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect. Respondent agrees not to assign this Agreement or any interest herein without express prior written consent of LIC.

Nothing in this agreement and no action taken by the Respondent pursuant to this agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity or arrangement.

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

EXEMPTION FROM BID FEE Micro, Small & Medium Enterprises (MSME) units and MSME Start-ups are exempted from payment of bid fee, provided the Services they are offering, are rendered by them. Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption NSIC Certificate/ Udyog Aadhaar Memorandum should cover the items tendered to get processing fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission. “Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without processing fee will be summarily rejected and no queries will be entertained.

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

Authorized SignatoryName:

Designation:Office Seal:

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

Annexure-V
PRE-CONTRACT INTEGRITY PACT

(To be submitted on Rs.500/- stamp paper of (as applicable in the area of jurisdiction) 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”) 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. (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 the Second 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, 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: -

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

1. Commitments of the BUYER

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

The BUYER will, during the pre-contract stage/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.

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

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

Commitments of BIDDERS

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

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

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

Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.

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

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

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

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

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

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

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

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

If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed. The term “relative” for this purpose would be as defined in section 2(77) of the Companies Act, 2013.

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

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

Previous Transgression

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

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

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.

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 bid, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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 (v) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

Fall Clause

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

6. Independent Monitors

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

- Shri Arun Chandra Verma, IPS (Retd.)
C -1204, C Tower, Amrapali, Platinum Complex, Sector – 119, Noida, Uttar Pradesh
Email: acvermal@gmail.com
Mobile: (+91) 8130386387

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.

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.

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

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

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 TEM shall inform Chairman, LIC and recues himself / herself from that case.

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

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

meetings.

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

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.

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.

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

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.

Validity: The validity of this Integrity Pact shall be from date of its signing and extend up to 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. 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

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

BUYER BIDDER

Name of the Officer: CEO:

Designation /Dept 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 – VI

Part -A: Zone-wise split of diagnostic centers associated with MSP

LIC Zone	<i>Number of diagnostic centers associated with MSP</i>					
	Total	NABL certified	Tie up/ Network Hospitals	Home-test capable centers	Imaging tests (XRAY, TMT, ECG etc.)capable centers	# of MEs for vMER
Central						
Eastern						
East Central						
Northern						
North Central						
Southern						
South Central						
Western						
Total across zones						

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

Part C: Required tech capability and integration from MSPs

Sr, No	Capability	Short description	Tech status of MSP (Developed, in-dev, not present)	Link to API sandbox/drive(if applicable)
1	Diagnostic center static details sharing	List of DCs with location coordinates, medical test capabilities and operating hours		
2	Real-time calendar sharing API	DC/Date/preferred slot for specific medical tests and mode of medical		
3	Request API to schedule medical test	Response sent from LIC to MSP with details of selected DC & preferred timing on LIC customer portal for confirmation communications with customer		
4	Real-time appointment confirmation API	Reverse response to LIC with details of confirmed appointment for communications with customer		
5	Status tracking API	Live-status tracking through API as well as MSP portal for medical appointment & customer communications status		
6	Digital communication and calls for reminders	Option to send SMS, WhatsApp, email and/or call reminders personalized to customer communications history & integrate with existing provider		
8	No show notification and option to reschedule	Instant response API trigger on no-show of customer for targeted communications and link to LIC portal to reschedule appointment		
9	Sharing of medical reports – CSV	Functionality to digitize medical reports in CSV form as per LIC prescribed format and sharing files digitally through API integration or server uploads		
10	Sharing of medical reports – PDF	Functionality to share digitally/ signed and sealed medical reports in PDF form in LIC prescribed format for recordkeeping		
11	Quality audits and reporting	Periodic audits –physical visit and records of DCs and associated parties to ensure service quality is in compliance with LIC SLAs and statutory standards		

Ref: LIC/CO/NB/Empanelment of MSP/24-25/01

Annexure VII

Performance Bank Guarantee

This Deed of Guarantee executed by the _____ (Bank name) (hereinafter referred to as “the Bank”) in favor of Life Insurance Corporation of India (hereinafter referred to as “LIC”), a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (31 of 1956) and having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai – 400021 for an amount not exceeding Rs. _____ (Rupees _____ only) at the request of (Supplier’s Name & Address) _____ (hereinafter referred to as the “Supplier”), who has been selected as successful bidder in the RFP Reference <*> dated <*> and is required to submit Performance bank guarantee in terms of the aforesaid RFP.

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Supplier, up to a total amount of Rs. _____ (In Words - 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 _____ 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 any part or the full amount of guarantee.

This Bank Guarantee will be valid for a period up to _____ (for a period of <*> from the date of contract)

The Bank hereby covenants and declares that the guarantee hereby given is an unconditional, irrevocable one and shall not be revoked by a Notice or otherwise. This Guarantee shall not be affected by any change in the Constitution of the Bank or the Supplier.

We hereby confirm that we have the powers to issue this guarantee in your favor 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

Sealed & Signed by the Bank

<*> months from date of contract for Performance Bank Guarantee from the date of Contract