



Request for Proposal (RFP)

Implementation & Maintenance of Bulk Mailing Solution

[Ref: LIC/CO/IT-BPR/BMS/RFP/2023-24]

Dated: 26/10/2023



Life Insurance Corporation of India,
Central Office, Information Technology - BPR Department,
2nd Floor, South Wing, "Jeevan Seva Annexe",
Santacruz (W), S.V. Road, Mumbai – 400054



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<https://licindia.in/web/guest/tenders>

<https://www.tenderwizard.com/LIC>

<https://eprocure.gov.in/epublish/app>

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1. Definitions and Abbreviations

1.1. Definitions

LIC	Means without limitation the “Life Insurance Corporation of India” (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act 31 of 1956) having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai - 400 021
Agreement	The written contract signed between the LIC and the Selected vendor and all the attached documents with respect to any or all deliverables or services contemplated by this RFP. The “Agreement” includes the RFP; subsequent mutually agreed modifications to the RFP, response of the selected vendor to the RFP, all addenda /corrigenda issued by LIC, the bid of the successful bidder and the contract document itself.
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 Authorized signatory.
Bidder/Vendor	Means the Firm or the company participating in this RFP / Tender.
BFSI	Banking, Financial Services and Insurance companies that provide a range of such products/services.
Contract	An Agreement signed between the LIC and the Selected vendor and all the attached documents. The “Agreement” includes the RFP; all addenda /corrigenda issued by LIC, the bid of the successful bidder and subsequent mutually agreed modifications to the RFP issued by LIC, response of the selected vendor to the RFP and the agreement document itself.
Cost of Hardware / Software item	Cost of the Hardware and its peripheral /Software quoted by bidder should be inclusive of all the charges/duties/levies etc. but, Exclusive of GST/Octroi/ Entry Tax/LBT and Service tax (for software) etc.
Clarifications	Means Addenda, corrigenda and clarifications to the RFP.
Day	Calendar Day
L1 quote	Lowest price discovered through Online Reverse Auction held as per the conditions of the RFP.
L1 Bidder/Successful bidder/Vendor	Means the Bidder who is found to be the L1 (lowest) bidder after the evaluation of commercial bids
H1 Bidder	Bidder with H1 (highest) quote

Order/PO	Means the purchase order issued in favour of the selected bidder
Contract Value	The value of lowest commercial bid made by the successful vendor during online reverse auction. The grand total of the L1 quote after conclusion of Online Reverse Auction.
“Solution”/ “Services”/ “Work”/ “System”/ “IT System”	Means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the implementation/ development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training and other obligation of the Supplier covered under this RFP
Working Day	Shall be construed as a day excluding Saturdays and 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
Eligibility Bid	This tender process is based on two bid procedure (Technical and Commercial). Eligibility conditions are used in this tender in lieu of empanelling process. Where the words “eligibility bid” appears the same should be read and understood as “response to eligibility conditions criteria”
OEM-Original Equipment Manufacturer	An (OEM) is a company that produces parts and equipment , software that may be marketed by another company
LIC Data	“LIC Data” means all data, including all text, sound, video, or image files, emails and software, that are provided to bidder /OEM by, or on behalf of LIC
API (Application Program Interface)	API means mail sending using multiple protocols e.g., web API, SMTP, SMTPS.

1.2. Abbreviations

Abbreviations	Description
#	Serial Number
AMC	Annual Maintenance Contract
API	Application Program Interface
BO	Branch Office, LIC
BPR	Business Process Re-engineering
CO	Central Office, LIC
CZ	Central Zone, LIC
CA	Configuration Audit
DKIM	Domain Keys Identification Mail
DMARC	Domain-based Message Authentication, Reporting and Conformance
DO	Divisional Office, LIC
ECZ	East Central Zone, LIC
eFEAP	Front End Application Package
EMD	Earnest Money Deposit
EMS	Enterprise Mailing Solution
EZ	Eastern Zone, LIC
GST	Goods and Service Tax
INR	Indian Rupee
IT	Information Technology
LIC	Life Insurance Corporation of India
MEC	Minimum Eligibility Criteria
MSA	Master Service Agreement
NCZ	North Central Zone, LIC
NDA	Non-Disclosure Agreement
NZ	Northern Zone, LIC

Abbreviations	Description
OEM	Original Equipment Manufacturer
OPEX	Operational Expenditure
ORA	Online Reverse Auction
OS	Operating System
OTP	One Time Password
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PO	Purchase Order
POC	Proof Of Concept
PSU	Public Sector Unit
RFP	Request for Proposal
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SCZ	South Central Zone, LIC
SLA	Service Level Agreement
SO	Satellite Office, LIC
SPF	Sender Policy Framework
SPOC	Single Point of Contact
SSL	Secure Sockets Layer
STC	Sales Training Centre, LIC
SZ	Southern Zone, LIC
VA	Vulnerability Assessment
WZ	Western Zone, LIC
ZO	Zonal Office, LIC
ZTC	Zonal Training Centre, LIC

1.3. Disclaimer

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.
4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

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

2. Request for Proposal

2.1. Invitation to Bid (E-tender)

The Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (31 of 1956) and having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai-400021, hereby invites online bids through online e-tendering portal <https://www.tenderwizard.com/LIC> from all eligible bidders having proven past experience and competence in the field of providing bulk mail Services platform with secure authentication system on OPEX Model as per the scope of work of this RFP document. The Re-sellers of Bulk Mailing Services are not eligible to participate in the RFP. Details of Bid related activities are given in the activity schedule.

LIC intends to avail feature rich, enterprise class, 24x7 availability bulk email service from service providers which should facilitate to send Bulk Mails by providing a user-Interface through which the user can provide the message as per global MAIL Text standards along with images in various position of mail content and attachment and provide the interface to upload the list in Excel format (*.xls /*.xlsx *.csv) or text format (*.txt) to send emails to desired entities' mailbox on real time basis with LIC's sender-id for a period of 5 years.

Both Promotional and Transactional Emails have to be sent. Transactional Emails will be sent through LIC online applications through SMTP/SMTPS/API. Hence, the service provider should provide API based integration of Email service that can be utilised by LIC existing software applications. Emails generated from LIC applications are Transactional and Promotional in nature which is sent to intended recipients, the final broadcasted file format should be in HTML or Text based(mime) on requirement. The Bidder needs to provide portal which should have the facility to send emails manually by uploading the data.

The bidder needs to provide middleware including software and all licences which will be placed at LIC datacentre and will function as a middleware between LIC users and service provider. The bidder needs to perform CA-VA and hardening of the hardware.

Interested entities are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP/agreement entered pursuant to the RFP and may request for additional information, if required, from the Bidder. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof are deemed to be so taken after taking into account the commercial acumen and LIC does not guarantee or warrant suitability hereof or success to Bidder/Bidders or any other person or party.

This RFP describes what is required of the Bidder in terms of services, deliverables, performance measures and outcomes, and places the responsibility for how they are accomplished by the bidder.

Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in his Bid. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected.

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

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

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

Participation in this bid is allowed for single entity. Only the bidders who meet all the qualification criteria mentioned in Section “Eligibility Criteria” of this RFP and also submit the Pre-Contract Integrity Pact are eligible to participate in the RFP.

2.2. Activity Schedule

#	Activity	Details
1	RFP Reference & date	Ref: LIC/CO/IT-BPR/BMS /RFP/2023-24, dated: 26/10/2023 RFP may be downloaded from LICs website Tenders Section. https://licindia.in/web/guest/tenders or Central Public Procurement Portal (CPPP) at https://eprocure.gov.in/epublish/app or e-Tendering System portal for LIC at https://www.tenderwizard.com/LIC
2	Address for Communication Mode of submission of Bids	The Executive Director (IT/SD; BPR/Insure Tech), LIC of India, Central Office, IT/BPR Department, 2 nd Floor, South Wing, Jeevan Seva Annexe, Santacruz (West), <u>Mumbai-400054</u> . Bids to be submitted online on e-procurement website https://www.tenderwizard.com/LIC
3	Last date and time for sending Pre-bid Queries	02/11/2023 (Thursday) by 4:00 PM Pre-bid Queries to be submitted in the format as per Annexure-VIII
4	Pre Bid meeting Date/Time (by pre-registration only)	03/11/2023 (Friday) at 11:00 AM Pre-bid meeting would be held at the following address and also through Video Conference. LIC of India, Central Office, IT/BPR Dept., 2 nd Floor, North Wing, Jeevan Seva Annexe Building, Santacruz (West), Mumbai - 400054. Only 2 representatives per bidder will be allowed to attend the meeting and the names of the attendees will have to be informed to the mail id as mentioned in column 12 of this schedule, at least one working day in advance. The meeting link would be shared with the bidders who request the same through mail ID as mentioned "Mail-Id for correspondence.
5	Last Date and time for receiving further queries on Bid	08/11/2023 (Wednesday) by 5:00 PM Queries to be submitted in the format as per Annexure-VIII
6	Date for response from LIC for Bid queries	15/11/2023 All clarifications/ addenda /corrigenda/results related to this bid will only be communicated through our website - https://licindia.in/web/guest/tenders
7	Earnest Money Deposit	By way of BG Rs.11,00,000/- (Rupees eleven lakhs only)(<i>scanned copy of BG to be uploaded with bid documents</i>) Bid Securing Declaration as per Annexure-XVI <i>(EMD exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy issued by the Department of</i>

		<i>MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should upload relevant MSME/NSIC certificate along with the bid document</i>
8	Last Date & Time for Bid Submission	30/11/2023 (Thursday) latest by 3:00 PM
9	Eligibility Bid opening date/time/ venue	Bid opening Date and time: 30/11/2023 at 3:30 PM. The Eligibility & Technical Bids will be opened by the Tender opening committee of LIC in the virtual presence of the bidders' representatives who choose to attend. The meeting link would be shared to the bidders who request the same through mail ID as mentioned "Mail-Id for correspondence".
10	Commercial Bid Opening	Will be intimated to the bidders, qualified on the eligibility and technical criteria, at a later date.
11	Online Reverse Auction	Will be intimated to the bidders, qualified on the eligibility and technical criteria, at a later date.
12	Website Address	https://licindia.in/web/guest/tenders
13	Contact Email-id	Any mail communication regarding this RFP must be sent to below email-id only: <u>bulkmailbid@licindia.com</u> The subject line must contain "LIC BULK MAIL RFP 2023-24". Any mail communication not sent as above is likely to get missed, for which LIC will not be responsible.

The above schedule is tentative only and subject to change. Any changes will be notified through website <https://licindia.in/web/guest/tenders>.

The Indicative Commercial Bids of the technically qualified bidders will be opened on the notified date, by the Tender Opening Committee of LIC in the presence of the bidders/representatives who choose to attend.

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

Amendments/corrigendum, if any, to this RFP would be hosted on our website only.

Reverse Auction schedule will be notified on the LIC website only.

RFP ISSUING AUTHORITY:

Designation and address of the person inviting the proposal

The Executive Director (IT/SD; BPR/Insure Tech),
LIC of India, Central Office,
IT/BPR Department, 2nd Floor,
Jeevan Seva Annexe, S.V. Road, Santacruz (W),
Mumbai – 400 054

Note:

- (i) This is an e-Tender and hence Bids must be submitted “ON-LINE”. Tender is to be submitted online through e procurement portal <https://www.tenderwizard.com/LIC>.
- (ii) All documents to be scanned and uploaded.
- (iii) Original Bank Guarantee of EMD, MSME/NSIC Certificate and Pre-contract Integrity Pact (duly filled and signed) should be submitted separately by all the bidders in a sealed envelope bearing the name address of the bidder by within 3 days of the opening of the Eligibility Bid.
- (iv) Only Successful bidder (L1 bidder) will be required to submit the hardcopy (physical submission) of the entire uploaded document on request of LIC.

2.3. Qualification Criteria

2.3.1. Pre Contract Integrity Pact

This RFP is issued on the condition that only those vendors/bidders who submit a signed Pre-Contract Integrity Pact on a stamp paper of ₹500/- with LIC would be eligible to participate in the bidding.

The “Pre-Contract Integrity Pact” is given in Annexure-A.

CVC Circular No. 015/VGL/091 dated 25/1/2022- Standard Operating Procedure (SOP) under clause No 2.2 states "Integrity pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issues relating to execution of contract, if specifically raised before them.

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

2.3.2. General Instructions

1. The Bidder may download the RFP documents from the websites mentioned below:
 - a. LIC Website (<https://licindia.in/web/guest/tenders>)
 - b. Central Public Procurement Portal of GOI (<https://eprocure.gov.in/epublish/app>)
 - c. E-procurement portal (<https://www.tenderwizard.com/LIC>)

2. The information provided in the RFP is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP.
3. The RFP provides an overview of the requirements, bidding procedures and contract terms. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidder must form their own conclusions about the solution keeping in view, LIC's requirements. Information contained in this RFP and corrigenda, if any, should be taken as guidelines for Bidders.
4. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice.
5. LIC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.
6. LIC has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the work in order to submit viable Bids. However, LIC shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any corrigenda, nor of its being comprehensive or exhaustive. Nothing in this RFP or any corrigenda is indented to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any corrigenda, as applicable.
7. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every aspect will be at the Bidder's risk and may result in rejection of the Bid.
8. Response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.
9. All the terms and conditions and the contents of the RFP along with the Annexure(s) , Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.
10. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of LIC. Any notification of preferred Bidder status by LIC shall not give rise to any enforceable rights to the Bidder.
11. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
12. Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non-compliant and the Bid may be rejected. Hence, Bidders must:
 - a. Include all required Documents, Certificates, etc. specified.
 - b. Follow the format provided and respond to each element in the order as set out
 - c. Comply with all requirements as set out.

13. LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP and the contract entered pursuant to the RFP and may request for additional information, if required from the bidder. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the bidder or any other person or party. All actions taken by the bidder or any other person or party in pursuance hereof will be deemed to have been taken after considering commercial acumen and also taking into account that LIC does not guarantee or warrant suitability hereof or success to the bidder or any other person or party.

2.3.3. Issue of Corrigendum

1. LIC will endeavour to provide timely response to all queries in utmost good faith. However, LIC at its discretion may choose not respond to the query which is not under purview of this RFP.
2. At any time prior to the last date for receipt of Bids, LIC, may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP Document by issuing corrigendum.
3. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on LIC'S website <https://licindia.in/web/guest/tenders> under Tender section and also on Central Public Procurement Portal of GOI under the link <https://eprocure.gov.in/epublish/app>.
4. Any such corrigendum shall be deemed to be incorporated into this RFP.
5. In order to allow Bidders a reasonable time to take the amendments if any, into account in preparing their Bids, LIC, at its discretion, may extend the last date for the submission of Bids.
6. Any change in the timelines as decided by LIC will be posted in LIC website and Central Public Procurement Portal of GOI. The Bidders, in their own interest are requested to check both Websites regularly to know the updates.

2.3.4. Terms and Conditions

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

Detailed Terms and Conditions are elaborated in Clause 4 of the RFP.

2.3.5. Information provided in RFP

The information provided in the RFP is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP. Each bidder

should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary should obtain independent information/advice. LIC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

2.3.6. Consortiums or sub-contractor

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

2.4. Acceptance of Terms and Conditions

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

2.5. Cost of Bidding

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

2.6. Relationship between LIC and 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/ issuance of Purchase Order.

2.7. Earnest Money Deposit

2.7.1. Earnest Money Deposit

Bidders shall submit, along with the Technical Bid, EMD of ₹ 11,00,000 (Rupees eleven lakhs only) in the form of unconditional and irrevocable Bank Guarantee (BG) issued by any Nationalised/Scheduled Bank as per the format given in Annexure-II, which should be executed by a Nationalized or Scheduled bank, acceptable to LIC, payable at Mumbai. The soft/scanned copy of the BG is to be uploaded online with bid. However, the Bidder is required to submit the original BG document to LIC within 3 days of the opening of the Eligibility Bid.

a. EMD shall be valid for a period of 6 months from the date of RFP.

- b. LIC will not pay any interest on the EMD for any period in any case.
- c. Non-submission of EMD along with Eligibility-Bid document may disqualify the Bidder.
- d. EMD, without interest, will be returned to the issuing Bank with intimation to the Vendor after acceptance of Purchase Order and/or Signing of the Contract(s) by the vendor and submission of required Performance Bank Guarantee (PBG). No interest will be paid on the EMD.
- e. The EMD of the unsuccessful Bidders as per the technical and commercial evaluation, will be returned to the issuing Bank with intimation to vendor without interest:
 - i) after the process under this RFP is over, and
 - ii) after the contract between LIC and the Successful Bidder gets executed or the purchase order issued by LIC with respect to this RFP is honoured by the Successful Bidder
- f. The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if:
 - i) The successful bidder backs out after declaration of the result of the RFP.
 - ii) The successful bidder fails to furnish Bank Guarantee towards the Performance Guarantee as mentioned in this RFP
 - iii) The successful bidder fails to furnish Non-Disclosure Agreement (NDA) as per LIC's format (Annexure-VII)
 - iv) 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.
 - v) In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP.
 - vi) The Bidder withdraws or amends its Bid during the period of Bid validity
 - vii) Bidder does not respond to requests for clarification of its proposal.
 - viii) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - ix) Bids submitted without EMD or EMD not submitted conforming to above criteria, will be treated as non-responsive and will be summarily rejected by LIC.
- g. Bidders shall submit duly filled Bid Securing Declaration form with the bid documents as per Annexure-XVI.

In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. In such a case, the bidder may refuse this request without forfeiting its Bid security (EMD).

2.7.2. Exemption of EMD:

- i) Micro, Small & Medium Enterprises (MSME) units and MSME Start-ups are exempted from payment of EMD, provided the Services they are offering, are rendered by them.
- ii) Bidder should submit valid supporting documents issued by competent Govt. bodies to become eligible for the above exemption. NSIC certificate/ Udyog Aadhar

Memorandum should cover the items tendered to get EMD exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission or/and bid documents submission.

- iii) “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 EMD.

2.8. Pre-Bid Meeting & Clarifications

- a) LIC shall hold a pre-bid meeting with the prospective bidders as stated in Activity Schedule. Only 2 representatives maximum per bidder will be allowed to attend the meeting and the names of the attendees will have to be informed to LIC by the bidder/prospective bidder through the mail id for correspondence as mentioned in the Activity Schedule, at least one working day in advance.
- b) The pre-bid meeting will also be held through video conference. The meeting link would be shared with the bidders who request the same through mail ID as mentioned “Mail-Id for correspondence.
- c) Representatives of the bidder(s) attending the pre-bid meeting will have to bring their company Identity Cards at the time of pre-bid meeting for verification. The Bidders will have to ensure that all their queries are submitted in one consolidated mail in a single excel sheet as per the format mentioned in (c) below, latest by the Date and Time mentioned in the Activity Schedule.
- d) 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 latest by the date & time mentioned in the Activity Schedule. Thereafter, no representations/queries will be entertained in this regard. Later on, if any issue(s) arise(s), LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.
- e) The queries for pre-bid meeting should necessarily be submitted 3 days prior to pre-bid meeting in the following format (Annexure-VIII-Pre-Bid Queries) to the email id bulkmailbid@licindia.com. The file size per e-mail should not exceed 1MB. No other form of communication shall be entertained.

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

- f) LIC will endeavour to provide timely response to all queries. However, LIC shall not be responsible for ensuring that the bidders’ queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by LIC.
- g) No consideration will be given to communications from bidders seeking clarifications for pre-bid queries received after the date and time stipulated by LIC and no extension of time will be permitted for the same. However, LIC reserves the right to extend the last date and time for the same at its own discretion.

- h) At any time prior to the last date for receipt of bids, LIC may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document by clarifications.
- i) The clarifications will be notified to the Bidders on our website at <https://licindia.in/web/guest/tenders>. These clarifications (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document.
- j) Requests for clarification on telephone will not be entertained.

2.9. Instructions for Bid Submission

This is an e-Tender and hence Bids must be submitted "ONLINE". Tender is to be submitted online through e procurement portal.

All documents are to be scanned and uploaded. Online bids are hereby invited for the works mentioned below through online e-Tendering System portal <https://www.tenderwizard.com/LIC> from the intending bidders. For more details about e-tendering process refer 'Annexure-XIV-Online Tendering Guidelines' Information and Instructions to the Bidders for using Online Electronic Tendering System.

Submission must be made as per the provided formats/templates. Any material deviations in the formats/templates may result in the rejection of the Bid. Bids should be submitted well before the closing time. Submitting the bid online in the last few hours before the bid closing time should be avoided in the bidder's own interest. Neither the Service Provider nor LIC will be responsible for any lapses /failure on the part of the bidder, in such cases.

- a) The bidder should not respond to this RFP / quote for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected.
- b) Two-bid system (Eligibility-Technical and Commercial) will be followed by LIC for this RFP.
- c) The bid may be treated as legally void and will be rejected if Bid is not signed by the duly authorized person, Pre-contract Integrity Pact not duly filled and not signed.
- d) The bid may be rejected if
 - i. Bid is not signed by the duly Authorized signatory or
 - ii. Bid submitted is unsigned or partially unsigned or
 - iii. An image of signature found pasted on pages instead of wet signature
- e) All copies of the bid (all documents and Annexures submitted as a part of bid or called for by LIC) must be serially numbered and duly signed/digitally signed on each page and stamped on each page. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for un-amended printed literature.
- f) Original Bank Guarantee of EMD, MSME/NSIC Certificate and Pre-contract Integrity Pact (duly filled and signed) should be submitted separately in a sealed envelope bearing the name address of the bidder within 3 days of the opening of the Eligibility Bid.

- g) The decision of LIC shall be final and binding in that regard.
- h) Ordinarily the bid shall contain no overwriting or corrections. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them.
- i) The Bidder should certify that the contents of the CD's/USB are the same as that provided by way of hard copy/soft copy submitted. In the event of a discrepancy; the softcopy of bids uploaded online would prevail.
- j) The documents uploaded on e-procurement platform should clearly indicate the details they belong to.
- k) Please Note that Prices must not be indicated in the Eligibility/Technical Bid, failing which the Bid may be rejected.
- l) The Bidders should submit their Bid along with required documents and Certificates as stated in the RFP.
- m) The hard copies (to be submitted by only successful bidder) of the bid (all documents and Annexures submitted as a part of bid or called for by LIC) must be serially numbered and duly signed/digitally signed on each page and stamped on each page. However the physical copy of BG submitted in lieu of EMD is to be submitted to LIC office within 3 days after Eligibility bid is opened.
- n) The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and LIC shall be in English language. As far as numbers are concerned the same should be in Hindu-Arabic Numerals.
- o) Prices for all the components shall be quoted in Indian Rupee. The Bids in currencies other than INR will not be considered.
- p) The specifications (Technical and Commercial Bids format) shall be submitted in the Excel sheets as per respective Annexures specified in this RFP.
- q) The technical specifications sheets and commercial-bid format/sheet in the spread sheets will be password protected by LIC. The password used on the spread sheets will be validated by LIC for checking the authenticity of the file. If the password does not match, EMD or a part thereof may be forfeited and bid may be rejected.
- r) In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, LIC has the right to reject or disqualify the bidder.
- s) During Technical Bid evaluation if any deviation is observed, LIC may call for clarifications and may decide to accept any deviation at its discretion and decision of LIC in this matter will be final. However, this will be done before opening of commercial bids.
- t) If any compliance or clarification sought by LIC is not submitted within 5 working days of being called for, the bids are liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final and binding.

2.10. Technical Bid

The Technical-Bid document should contain the following:

- (i) Covering letter (*on bidder's letterhead*) giving reference of this RFP and consent for acceptance of all the Terms & Conditions of this tender (*including modifications, if any, issued subsequently*) and mentioning list of all the enclosures.
- (ii) Technical requirements compliance sheet as per Annexure-X: Conformity with Technical Requirements (to be given separately in an Excel sheet).
- (iii) Technical details/brochures of the product(s) as given in the Technical bid. No indications as to price aspect **or** financial stipulations are to be given in the technical bid, failing which the bid shall be rejected.

Note: *The above list of requirements is indicative only. The vendor should refer to the bid document for all requirements that are required to be submitted in the technical bid document.*

2.11. Commercial Bid (Indicative Price)

Price is to be quoted in **Indian Rupees** only.

- a) All quotes should conform to the format as mentioned in the Commercial Bid (Indicative). The details are to be given as per Annexure-XI.
- b) The prices quoted should be inclusive of all costs except GST.
- c) It will be the responsibility of the bidder to take care of all formalities, if any, necessary as per rules / regulations / orders of any government/ non-government / regulatory authority in force.
- d) The price quoted shall not be subjected to variations in exchange rate, taxes, duties, levies or variation in labour rates etc.
- e) Bidders are advised to make a detailed study of the requirements of the project and ensure that the prices/rates quoted are all inclusive including the support required from the OEM in the execution and continuous monitoring of the project during the Contract period, as no deviation in any of the conditions would be permitted and nor would any increase in prices be allowed during the contract period.
- f) The Bidder should have the capability to implement and maintain the project during the contract period of 5 years. The vendor should also be able to carry out any changes, if necessitated by LIC during the contract period of 5 years. The contract period may be further extended by a period of one year at the sole discretion of LIC of India on the same terms & conditions including the price component.

2.12. Documents Required for Bid Submission

2.12.1. Eligibility & Technical Bid

1	Annexure-A: Pre-Contract Integrity Pact
2	Annexure – I: Bid Response Covering Letter
3	Annexure – II: Earnest Money Deposit - Bank Guarantee
4	Annexure – III: Bidder Organization Details
5	Annexure – IV: Client Reference Format (Format for each of the 5 or more client references)
6	Annexure – V: Service Support Details/Escalation Matrix
7	Annexure – VI: Format for Final Acceptance Report
8	Annexure – IX: Conformity with Eligibility Criteria
9	Annexure – X: Conformity with Technical Requirements
10	Annexure – XV: Make in India Certificate
11	Annexure – XVI: Bid Securing Declaration
12	MSME/NSIC certificate (if claiming EMD exemption for Micro and Small Enterprises)

2.12.2. Commercial Bid

13	Annexure – XI: Indicative Commercial Offer Details
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The above list of requirements is indicative. The bidder should refer to the complete RFP for all requirements that are required to be submitted along with Eligibility Bid, Technical Bid and Commercial Bid. The Annexures and their contents should be submitted as stated in the format only. The Bid may be rejected in case of non-adherence to any of the above instructions.

Any request for the change in the terms and conditions of the RFP document, will not be accepted.

2.12.3. Clarification sought by LIC on Bids

During evaluation of bids, LIC may, at its discretion, ask the Bidder for clarifications on its bid. The request for clarification and the response shall be in writing. LIC may decide to accept any deviation at its discretion. However this will be done before opening of commercial bids.

2.12.4. Modification and Withdrawal of the Bids

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

2.12.5. Compliant Bids / Completeness of Response

- a) The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.
- b) Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/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.
- c) 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.
- d) Bid with insufficient information to permit a thorough analysis may be rejected.
- e) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f) Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid, in, the best interests of LIC.
- g) 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.
- h) Rejection of non-compliant bid:
 - LIC reserves the right to reject any or all bids on the basis of any deviation(s).
 - Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

2.13. Bid Validity Period

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

In exceptional circumstances, LIC may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

2.14. Late Bids

Bids submitted after the date and time specified in the Activity Schedule will not be considered and will be rejected. LIC may, at its sole discretion change the date/time of submission and LIC's decision in this matter will be final. LIC will not be responsible for non-receipt of Bids within the specified date and time due to any reason.

2.15. Rejection of Non-Compliant Bid:

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

2.16. Relationship between LIC and Bidders

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

2.17. Evaluation Process-Introduction

The evaluation will be a two-stage process:-

- **Stage 1 – Eligibility Criteria and Technical Evaluation**
- **Stage 2 – Commercial Evaluation**

The Evaluation of the various proposals will be undertaken to enable LIC to identify the best partner to custom build the Bulk Mail Solution based on:

- Ability to meet minimum eligibility criteria evaluation.
- Ability to meet detailed Functional Requirements
- Ability to meet detailed Technical Requirements
- Implementation Capabilities
- Business Case and Total Cost

The eligibility and the evaluation criteria are to be fulfilled by the Bidder in his individual capacity except for those criteria where stated otherwise. Bidders experience will be considered if the same is from an acquired entity or derived from parent company, bidder in this case being the demerged entity, and supported with documentary evidence.

2.18. Stage 1 - Eligibility Criteria Evaluation & Technical Bid Evaluation

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

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

Proposals not complying with the requirements of the eligibility criteria (pre-qualification) will not be processed further.

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

Kindly refer Annexure-IX - Eligibility Criteria

Technical Bid Evaluation

The technical bids will be evaluated only of those bidders who fulfil the eligibility criteria. Bidder needs to meet the criteria as per *Annexure-X - Technical Specifications* in their individual capacity unless stated otherwise. At the sole discretion and determination of LIC, LIC may add any other relevant criteria for evaluating the proposals received in response to this RFP. Such modifications shall be declared well in advance. To assist in Technical Evaluation, LIC reserves the right to call for any clarification from any/all bidder during the Eligibility Criteria Evaluation & Technical Bid Evaluation of the bids. Such clarifications should be submitted only in writing. However, no other correspondence on bids will be entertained.

2.19. Eligibility and Technical Bid Evaluation will be based on:

- i. Conformity to Eligibility criteria – Annexure-IX by the bidder;
- ii. Conformity to Technical requirements/ Functional specifications – Annexure-X;
- iii. Documentary evidence submitted by the bidder;
- iv. Clarifications obtained from the bidder;
- v. References checked by LIC;
- vi. References to the analysts' reports, benchmarks.

2.20. Presentation of proposal to Bid Evaluation Committee at LIC

LIC may schedule the presentations and intimate the bidders of the time and locations. Failure of a bidder to complete a scheduled presentation, if required, to LIC may result in the rejection of that Bidder's proposal. The agenda for the presentation will be shared along with the exact time and location. The overall scope of the presentation will include showcasing of the solution fitment, project approach and plan, team expertise, relevant case studies and unique value propositions.

2.21. Stage 2 – Commercial Bid Evaluation

Only those Bidders who qualify in Eligibility and Technical evaluation would be shortlisted for commercial evaluation via Reverse Auction conducted by LIC's Authorized e-Procurement service provider.

The Indicative commercial bid has to be in the format as provided in **Annexure-XI – Indicative Commercial Bid Details**.

Indicative Commercial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. Thereafter, the technically

qualified bidders are required to participate in online reverse auction for which web-based e-tender platform will be made available by LIC for the L1 Bid Price determination.

L1bidder will be decided on the basis of cost for **50,00,00,000 (Fifty Crores) BULK MAILS** at the end of online reverse auction and payment will be made on unit BULK MAIL cost as per actual usage on pro-rata basis.

The bidder with lowest commercial bid at the close of online reverse auction will be declared as L1 bidder.

L1 price will be determined by online reverse-auction bidding on a date stipulated by LIC. The date and time of online reverse-auction bidding will be conveyed to technically qualified bidders separately.

The commercial figure quoted will be an all-inclusive figure inclusive of software for middleware, out of pocket expenses, traveling, boarding, permits, lodging all costs, local tax, charges, duties, fees, levies, and all taxes except GST. Vendors will be entirely responsible for all other taxes, duties, license fees, road permits, transit insurance etc. except GST incurred until delivery of the contracted services to LIC.

Goods and Services Tax will be payable as per applicable rates decided by Govt. of India.

2.22. Government Guidelines and Preference to Make in India

Guidelines on Public Procurement (Preference to Make in India), Order 2017

LIC will follow all the guidelines/notifications for public procurement by Government of India and CVC.

Preference to Make in India. Guidelines on Public Procurement (Preference to Make in India), Order 2017;

(PPP-MII Order) and revised order issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P45021/2/2017(BE-II) dated 16.09.2020 will be applicable for this RFP.

Detailed guidelines and notifications are available at

- a. https://www.meity.gov.in/writereaddata/files/PPP_MII_Order_dated_16_09_2020.pdf
- b. <https://www.meity.gov.in/esdm/ppo#:~:text=The%20margin%20of%20purchase%20preference,the%20purpose%20of%20purchase%20preference>
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 is not a 'Class-I local supplier', the lowest bidder among the 'Class I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-1 local supplier' with next higher bid within the margin of purchase preference shall be

invited to match the L1 Price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price; the contract may be awarded to the L1 bidder.

- iv. "Class-II local supplier" will not get purchase preference in any procurement.

2.22.1. Definitions

- a) "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percentage.
- b) "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- c) "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
- d) "Margin of purchase preference" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.
- e) It is mandatory to submit a Certificate of Local Content as per Preference to Make in India. The bidder must be Class I or Class II or Class III local supplier for participating in this tender. The bidder has to submit the certificate in the form of self-declaration on their letterhead and duly signed by the authorized signatory.

2.22.2. Verification of local content

The 'Class-I local supplier' 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and submit the certificate in the form of self-declaration as per Annexure-XV-Make in India Certificate on their letterhead and duly signed by the authorized signatory that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

2.23. Online Reverse Auction

After opening of Indicative Commercial Bids of Technically qualified bidders, Online Reverse Auction will be held.

- a) The Indicative Commercial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. Thereafter, the technically qualified bidders are required to participate in online reverse auction for which web-based e-tender platform will be made available by LIC. The date, time, platform and process of online reverse auction will be communicated to the bidders by LIC.

- b) Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder.
- c) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d) LIC shall conduct the 'Reverse Auction Process' for the L1 Bid Price determination. During reverse auction, the participating bidders shall input only the total cost that they have to offer for 50,00,00,000 (Fifty Crores) Bulk Mail. The online reverse auction commercial quotes of technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:
- e) Any conditional bid would be rejected.
- f) The bidder shall arrange the Digital certificates for online reverse auction (at no cost to LIC) from a Certifying Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000, as amended from time to time.
- g) In case, only one bidder is technically qualified, no reverse auction will take place and LIC reserves the right to cancel this RFP without assigning any reason and without any liability to the Bidder or any other person or party.
- h) LIC will determine the Start Price and other parameters for the Reverse Auction –
- on its own and / or
 - evaluating the price band information available in the commercial bids of the technically qualified bidders and/or
 - Based on the lowest quote received in the commercial bids.
- i) Based on the Total Cost of Ownership (TCO) declared by the Bidders during the Reverse Auction, the Bidders will be categorized as L1, L2, L3 etc. (In the ascending order, i.e. L1 being the Bidder with the lowest TCO, followed by L2 with the next lowest score and so on.)
- j) The bidder with the L1 Quote, post the Online Reverse Auction and Commercial evaluation will be declared L1 Bidder.
- k) The final outcome of the bidding process will be published on the LIC website.
- l) Errors & Rectification: Arithmetical errors will be rectified on the following basis: —If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- m) The bidder would need to provide all costs in Annexure-XI Commercial bid details.
- n) In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid and EMD.
- o) The selected L1 bidder will be informed about the selection and the result will be notified on the LIC website <https://licindia.in/web/guest/tenders> and the bidders are advised to visit the above website for any information in reference to this RFP.

Within 15 days of notification of award from LIC, the Bidder will furnish Performance Bank Guarantee, valid for the entire contract period. After the submission of Performance Bank Guarantee by the successful Bidder, the Bidder will be required to enter into a contract with LIC.

- p) In case the selected bidder fails to submit performance guarantee within the time and manner stipulated, LIC at its discretion may cancel the notification of award placed on the selected bidder without giving any notice whatsoever.
- q) In the event the Bidder has not quoted or has omitted any product or service, then it will be deemed that the Bidder shall provide the same product and/or service at no additional cost to LIC.
- r) At the end of warranty period, the contract may be renegotiated as mutually agreed by both parties. The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.
- s) At this stage, the bank guarantee of the unsuccessful Bidder(s) shall be returned to the issuing Bank with intimation to the Bidders.

2.24. Selection of Bidder

2.24.1. Award Criteria

LIC will notify the bidder in writing who is declared as the successful L1 bidder as per terms and conditions of this RFP.

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

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

2.24.3. Notification of Award

LIC will notify the successful bidder in writing, that their proposal has been accepted. The Bidder, in turn, has to confirm the acceptance for the offer made by LIC through mail or registered letter. LIC's decision in this matter will be final and binding. In case the tendering process has not been completed within the stipulated period, LIC may like to request the bidders to extend the validity period of the bid and EMD.

2.24.4. Performance Guarantee

The selected vendor is required to submit an unconditional and irrevocable Performance Bank Guarantee (PBG) to LIC in form of a Bank Guarantee equal to 10% of the total Contract Value. No interest shall be payable on the PBG amount. The Bank Guarantee should be as per the format given as Annexure-II - Bank Guarantee and should be executed by a Nationalized or Scheduled Bank acceptable to LIC payable at Mumbai.

The required PBG should be submitted to LIC within 15 days from the date of letter issued by LIC for selection as the "selected vendor". Performance Guarantee should be valid for five years from the date of Purchase Order. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of extension of contract period.

In case of extension of the contract by LIC, the vendor should submit fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity

period of the tender. This should happen within one month prior to the expiry of the earlier PBG, unless otherwise intimated by LIC.

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

In the event of any contract amendment, the Vendor shall, within seven days of agreeing to such amendment, furnish the amended performance guarantee, valid for the duration of the Contract as amended, including warranty obligations.

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

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

If vendor fails to submit the required PBG within 15 days period as mentioned above, penalty of Rs.5,000/- per day (subject to maximum penalty of Rs.1,00,000/-) will be imposed. In case the selected bidder fails to submit performance bank guarantee even after the elapse of 35 days from the date of letter issued for selection as the "selected vendor", LIC at its discretion, may cancel the allotment of the contract to the concerned bidder and treat the RFP as cancelled.

The PBG may be invoked for entire amount (or the portion as deemed fit by LIC to make good its losses) if the vendor backs-out of his obligations as per the contract, including refusal to execute PO or excessive delay in execution of Purchase order or vendor does not provide support etc. required as per this RFP.

Any legal action is taken against the bidder restricting its operations.

Any action taken by Statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder.

LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

In the event of any contract amendment, the Vendor shall within seven days of agreeing to such amendment, furnish the amended performance guarantee, valid for the duration of the Contract as amended, including warranty obligations.

2.24.5. Issue of Purchase Order

Post submission of Performance Guarantee by the successful bidder, LIC will issue a purchase order in favour of successful bidder(s), incorporating references to this RFP, corrigendum, all clauses, pre-bid clarifications and the proposal of the bidder.

2.24.6. Non-Disclosure Agreement (NDA)

During the contract period, the Personnel of vendor will have access to confidential information of LIC of India such as Email addresses and other transactional data. The vendor 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 vendor may use the information only for serving LIC's interest and restrict disclosure of information solely to those employees of vendor having a 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 vendor under this agreement and require such employees to maintain these obligations. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting.

The successful bidder has to sign a duly notarized Non-Disclosure agreement on a stamp paper of ₹ 500/- (Rupees Five hundred only) as per the format given in Annexure-VII duly signed by the Authorized Signatory of the Company.

2.24.7. LIC's right to vary requirement.

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

2.25. Contacting LIC

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

2.26. Right to terminate the Process

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

- a) LIC may terminate the RFP process at any time without assigning any reasons whatsoever. LIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP document does not constitute an offer by LIC. The bidder's response to this RFP may result into selection of bidder after completion of selection process as detailed in this RFP document.
- c) LIC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders, of the grounds for its action.

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

2.27. Disqualifications

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

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

2.28. Fraud and Corrupt Practices

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

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

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

- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Life Insurance Corporation of India who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Life Insurance Corporation of India, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Life Insurance Corporation of India in relation to any matter concerning the Project;
- b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of Incomplete facts, in order to influence the Selection Process;
- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Life Insurance Corporation of India with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a conflict of Interest; and
- e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3. Eligibility Criteria

3.1. Minimum Eligibility Criteria (MEC)

#	Criteria	Documents to be submitted*
1.	The bidder should be a registered entity in India or a company/statutory body owned by Central/State Govt.	Copies of the Certificate of Incorporation Name of the Company: Date of Registration: CIN no:
2.	The bidder should be registered for GST	Copy of Goods and Services Tax registration certificate
3.	The bidder should have PAN number.	Copy of PAN card or Letter quoting PAN number and signed by Authorised Signatory of the bidder.
4.	The bidder should have valid ISO 9000 certification and valid ISO 27001 series certification for information security management or equivalent recognized certification.	Copy of ISO 9000 and ISO 27001 certificate, valid as on the date of bid submission.
5.	The bidder should be in the business of providing Bulk Mail Solution for a minimum period of three (3) years as on the date of this RFP	Copies of the Articles of Association and Memorandum of Association Self-declaration for in business of providing Bulk Mail Solution for more than 3 years.
6.	Bidder should demonstrate experience of providing Bulk Mail service to enterprises in India and should have provided Bulk Mail service to at least five (5) organisations in India, with at least 2 financial year revenue greater than ₹25 lacs in the last 3 financial years (2020-21; 2021-22 and 2022-23).	Copies of either the purchase order or work order or Service Contract or Work Completion Certificate or Sign Off document, along with Client Reference Format (Annexure - IV) for each organisation submitted as reference. The documentary evidence submitted should reflect the contract start date during the last 3 financial years (2020-21; 2021-22 and 2022-23)
7.	Bidder should demonstrate experience of processing at least 50 crores Bulk Mail transactional/promotional /OTP Email messages (annually) in India during each of the last three financial years (2020-21; 2021-22 and 2022-23)	CA/Authorized Signatory certificate or Documentary evidence to the satisfaction of LIC, certifying the no. of Bulk Mail handled during each of the last three financial years (2020-21; 2021-22 and 2022-23) Annual Volume of Bulk Mail messages handled (All figures in crores)

		FY	Transactional	Promotional									
		2020 – 21											
		2021 – 22											
		2022 – 23											
8.	Bidder should have 3 clients on BFSI using the proposed platform by the vendor.	Copies of either the purchase order or work order or Service Contract along with Client Reference Format (Annexure - IV) for each organisation submitted as reference.											
9.	The bidder must have its own Mail Gateway infrastructure hosted from Data Centres located in India, for providing Bulk Mail services using multiple IPs to avoid blacklisting LICs Domain and should not be a reseller of bulk mailing solution.	Certificate from Authorised Signatory of the bidder, mentioning the data centre location, tier type, type of data centre service, no. of IP addresses, details of ownership of Mail Gateway setup, and confirmation that bidder is not reseller of bulk mailing solution.											
10.	<p>Service continuity in case of technical / financial failure at the Bidder's end</p> <p>(a) The bidder must have its own/Colo Level-III/Tier-III DC and DR located in India with adequate redundancy to support in case of any technical failure at Bidder's end.</p> <p>(b) The bidder should have DR capability to send Email from at least two different seismic zones in two different geographical locations for ensuring business continuity.</p> <p>(c) The bidder must have Business Continuity Plan (BCP) in place for its Mail Gateway services.</p>	Certificate from Authorised Signatory of the bidder, mentioning the data centre location, tier type, type of data centre service for DR setup, solution architecture, RTO and RPO parameters											
11.	Bidder must have minimum annual turnover of ₹ 5 crores in each of the last three financial years (2020-21; 2021-22 and 2022-23) should also have made profit (before tax) in all three financial years.	<p>Copies of Audited Financial statements to be enclosed.</p> <p>Please enclose a certificate confirming above figures from statutory auditors/ CA/ CFO/CS of company if, separate final accounts are not available.</p> <table border="1" data-bbox="922 1823 1485 2042"> <thead> <tr> <th colspan="3">Turnover and profit (figures in INR crores)</th> </tr> <tr> <th>FY</th> <th>Annual Turnover</th> <th>Profit (before tax)</th> </tr> </thead> <tbody> <tr> <td>2020 – 21</td> <td></td> <td></td> </tr> </tbody> </table>			Turnover and profit (figures in INR crores)			FY	Annual Turnover	Profit (before tax)	2020 – 21		
Turnover and profit (figures in INR crores)													
FY	Annual Turnover	Profit (before tax)											
2020 – 21													

		2021 – 22		
		2022 – 23		
12.	The bidder should have positive net worth in each of the last three financial years ((2020-21; 2021-22 and 2022-23)	CA/ CFO/CS certificate or Documentary evidence to the satisfaction of LIC, to prove positive net worth during last three financial years (2020-21; 2021-22 and 2022-23).		
		FY	Net Worth (in crores)	
		2020 – 21		
		2021 – 22		
		2022 – 23		
13.	The Bidder should not be blacklisted on the date of bid submission by any Government / Government of India/ State/UT Government/ PSUs / Banks / Any other Institution in India or abroad.	Certificate from Authorised Signatory of the bidder.		
14.	The bidder (including its OEM, if any) should be Class-I local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020.This condition is for bidders/OEM who are bidding under Public Procurement (Preference) to Make in India.	Certificate of local content to be submitted as Per Annexure-XV		
15.	Bidder should not have any litigation against LIC or any organization which may materially impact the bidders' responsibility to implement the scope of this RFP	Undertaking signed by the Authorized Signatory of the bidder.		
16.	Power of Attorney	Duly executed Power of Attorney by the Company's Board/Managing Director/Director or Board resolution in the name of the Authorized Signatory.		

All copies of the documents should be attested by the authorised signatory of the bidder with company seal.

3.2. List of enclosures to be uploaded along with Eligibility bid:

The Eligibility bid document should contain the following:

- Letter for Authorized Signatory.
- Covering letter, application form and details asked as per Annexure-I.

- (c) Copy of Certificate of registration/incorporation.
- (d) Copy of GST registration certificate.
- (e) Attested and authenticated copies of audited Balance sheets for the last three financial years preceding the date of this RFP (Please do not attach annual report booklets).
- (f) Self-declaration for in business of providing Bulk Mail Solution for more than 3 years.
- (g) Declaration about non-blacklisting.
- (h) Documentary evidence like certificate from customers or copies of Purchase Orders etc. or certificate as per Annexure-IV.
- (i) *Copy of EMD for Rs. 11,00,000/- in form of a Bank Guarantee as per Annexure-II.
- (j) *Copy of Pre-contract Integrity Pact as per enclosed format. (Annexure-A).
- (k) MAF from OEM as per enclosed format (Annexure-XVII).

***Original Pre-Contract Integrity Pact and Bank guarantee to be submitted to LIC within 3 days of opening of Eligibility Bid.**

This list is not exhaustive but only indicative. The bidder should refer to the bid document for all requirements to be submitted with the eligibility bid. The annexures should be as per format only. The bid may be rejected in case of non-adherence to above instructions.

Bid may be rejected if bids are not signed by the Authorized signatory and designated official(s), as asked in the respective clauses/annexure of the RFP or if instructions are not followed.

4. Terms and Conditions

- i. 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 the Corporation 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.
- ii. 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 addressed to The Executive Director (IT/SD; BPR/Insure Tech), LIC of India, Central Office, IT/BPR Department, 2nd Floor, Jeevan Seva Annexe Bldg, S.V. Road, Santa Cruz – West, Mumbai 400054.
- iii. LIC 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.
- iv. Bid with insufficient information, for thorough analysis, may be rejected.
- v. LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- vi. 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.

4.1. Contract Period

Unless terminated in accordance with the terms and conditions of this RFP, the duration of the Contract Period will be 5 years from the date of signing of contract between LIC and the selected Bidder.

4.2. Validity of the contract

Initially the contract will be valid for a period of 5 years from the date of Purchase Order. The prices quoted for Bulk Mail solution should be valid for a period of 60 months from the date of purchase order.

4.3. Option to extend Contract Period

- a) The Contract Period may be extended by LIC for further period(s), on the terms and conditions mutually agreed by both the parties, by giving 30 days' notice to Vendor in writing.
- b) Any extension exercised in accordance with the contract takes effect from the end of the then current Contract Period.

LIC reserves right to extend the validity of the contract with successful vendor subject to conditions that,

- a) Services of the successful vendor is satisfactory;
- b) Prices are re-negotiated as per prevailing market conditions.

4.4. Services Location

Vendor should provide the services to any office of LIC at any location as may be required by LIC and mutually agreed. The middleware, however, shall be installed only in LIC's data centre at Mumbai and at a DR location at LIC's colo data centre at Bangalore.

4.5. General obligations

The selected vendor will, at all times:

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

4.6. Obligations of the selected vendor

4.6.1. Vendor will supply the services:

- a) with due skill and care and to the best of Vendor's knowledge and experience;
- b) in accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;
- c) using the skilled Personnel;
- d) in accordance with all applicable Laws;
- e) in accordance with any reasonable directions given by LIC from time to time in relation to the Services;
- f) in accordance with any reasonable directions, in relation to the Services to be provided by the Vendor, given by LIC from time to time;
- g) so as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay;

4.6.2. Vendor will be obliged to work closely with LIC's staff, act within its own authority and abide by directives issued by LIC and undertake implementation activities;

4.6.3. Vendor will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendors' negligence. Vendor will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated;

4.6.4. Vendor will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours;

4.7. Warranties

Vendor will have to represent and warrant that:

- a) It has the right to enter into the Contract resulting from this RFP;
- b) It has all rights, title, licenses, interests and property necessary to lawfully perform the

Services;

- c) Its Personnel have the necessary experience, skill, knowledge and competence to perform the Services;
- d) The Services provided will be complete, accurate and free from material faults; and
- e) It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into LIC's systems or any Deliverables any Harmful Code.

4.8. Access to LIC's premises

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

4.9. Conduct at LIC's premises

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

4.10. Subcontracting

Vendor will not be allowed to subcontract without written consent of LIC.

4.11. Assignments

Vendor will not be allowed to assign, in whole or in part, its obligations under the Contract, to any entity without written consent of LIC.

4.12. Documentation

Provision of Documentation

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

Documentation requirements

The Documentation must at the time of delivery:

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

4.13. Varying the Services

4.13.1. Variations proposed by LIC

LIC reserves the right to initiate any change in the scope of contract. Any change in the general scope will be informed to vendor in writing. If LIC wants to vary the Services:

- a) LIC will request Vendor in writing setting out the proposed variations;

- b) Within 15 days after receiving LIC's request or within another period mutually agreed, Vendor must respond in writing to LIC specifying what impact those variations will have on:
 - i. the Scope; the Services or Deliverables, including any particular Deliverable;
 - ii. Vendor's ability to perform its obligations under current Contract (including its ability to meet Milestones) and with respect to the change of scope proposed;
- c) Within 15 days after receiving the Vendors' response, or within another period mutually agreed, LIC will give Vendor a written notice accepting or rejecting the response.
- d) The contract may be varied only in writing signed by each party.

4.13.2. Effective date of variation

Any variation in the Services will take effect from the date on which the parties execute a Change Order.

4.13.3. Change Order

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

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

4.13.4. Change Requests

The following would constitute a Change request:

- a) Any work which has not been specifically mentioned in the scope of work of the RFP, the annexures and the pre-bid queries;
- b) Any changes in the deliverables post approval by LIC.
- c) The basis of this cost would be as quoted by the vendor in the annexure XI.

In such a case, the additional cost/effort estimated by the bidder and its impact would be discussed and finalized.

4.13.5. Contract Amendments

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both LIC and Vendor.

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

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

Vendor, will, in the performance of the Services:

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

4.15. Change in Constitution

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

4.16. Monitoring progress

4.16.1. Progress Meetings

Regular review meeting will be held between vendor and LIC to discuss any issues in relation to the provision of the Services. The frequency of such Progress meeting will be weekly during the implementation phase and monthly thereafter, unless other frequency is agreed to by LIC, in writing.

4.16.2. Reporting

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

4.17. Performance assessment

4.17.1. Assessment of Services

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

4.17.2. Notice of non-compliant Services

- a) If LIC considers that all or part of the Services does not meet the specifications, LIC will notify Vendor within 7 Business Days of assessing the Services against the specifications.
- b) LIC will include reasons for the Services not meeting the specifications in the notice given under Clause (a) above.

4.17.3. Rectification of non-compliant Services

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

- a) Take all necessary steps to ensure that the services are promptly corrected;
- b) Give notice to LIC when the Services have been corrected; and
- c) Allow LIC to repeat the assessment of all or part of the Services against the specifications, within five Business Days or such other time as agreed mutually in writing.

4.18. Intellectual Property Rights

4.18.1. Responsibility of the successful bidder

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

4.18.2. Liability of the successful bidder

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

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

4.18.3. Products and fixes

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

4.18.4. Third Party Material

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

4.18.5. LIC ownership of Intellectual Property Rights in Contract Material

- i. All Intellectual Property Rights in the Contract Material shall vest in LIC;
- ii. to the extent that LIC needs to use any of the Auxiliary Material provided by the Vendor to receive the full benefit of the Services (including the Contract Material),

the Vendor grants to, or must obtain for, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material.

4.18.6. Rights in Vendor's Pre-existing IPR

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

4.18.7. IPR Warranty

Vendor will warrant that:

- i. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- ii. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 4.18.

4.18.8. Remedy for breach of warranty

If someone claims, or LIC reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, Vendor will, in addition to the Indemnity under clause 4.22 and to any other rights that LIC may have against it, promptly, at the Vendors' expense:

- i. Use its best efforts to secure the rights for LIC to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- ii. Replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.
- iii. Vendor will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, IPR, trademark, copy right or industrial design rights arising from use of the Vendors' Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC.
- iv. The LIC shall not be held liable for and would be absolved of any responsibility or claim/litigation arising out of the use of any third party software or its components or modules supplied by the bidder in terms of requirements of this RFP.

4.18.9. Patent Rights and other litigation costs

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

In no event shall LIC be liable for any indirect, incidental or consequential damage or liability, under or in connection with or arising out of this RFP, or out of any subsequent

agreement relating to any hardware, software and services delivered. For this purpose it would be immaterial how such liability may arise, provided that the claims against customers, users and service providers of LIC are considered as a direct claim.

4.19. Moral Rights

- **Obtaining consents**

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

- i. give, where Vendor is an individual; and
- ii. use its best endeavours to ensure that each of the Personnel used by Vendor in the production or creation of the Contract Material gives, genuine consent in writing, in a form acceptable to LIC, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

- **Specified Acts**

In this clause, Specified Acts means:

- i. Falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act, 1957);
- ii. Materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- iii. Reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
- iv. Adding any additional content or information to the Contract Material.

4.20. Terms of Payment to Vendor

4.20.1. Payment of Bulk Mail charges:

This service is being procured for use by only authorized users at various levels.

The payments will be centralized and will be made by IT/BPR Dept. The payment will be made on per mail basis for number of emails sent.

- a) No advance payment or interest will be made by LIC.
- b) All payments at quarterly frequency will be made by LIC.
- c) Invoice should contain reference of Purchase Order for execution, description of services delivered, quantity, unit price and total amount details.
- d) TDS will be deducted for any payment made by LIC as per prevailing rules.
- e) Documents to be produced for release of payment:-
 - Invoice
 - Delivery Challans in original, if any

- MIS report as required by the concerned LIC units/ offices/ Departments.
- f) The Amount against Penalties if any will be recoverable from further payments **OR** from performance Bank Guarantee **OR** from any other payment due to the Bidder.
- g) LIC reserves the right to temporarily withhold payment and impose penalty, if it is not satisfied with progress made during that period or if there is delay in activity timelines.
- h) LIC shall make payments in Indian Rupees (INR) on receipt of invoice, after deduction of penalties and applicable taxes at source from the agreed price to the selected Vendor.

4.20.2. Obligation to pay

LIC will pay to Vendor for the deliverables & Services, subject to:

- i. The terms of this clause; and
- ii. The Deliverables & Services meeting the SLA.

4.20.3. Incorrect invoices, under/over payment

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

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

4.21. Prices and Taxes

4.21.1. Prices

Prices payable to vendor will be fixed as derived from the Final L1 quote as obtained after the Online Reverse Auction and will be exclusive of GST. Prices once fixed will be valid throughout the entire contract period..

Escalation of Costs: Vendor will in no circumstance be entitled to any escalation of costs for price of any material/items supplied or services tendered under the contract.

4.21.2. Taxes and Duties

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

Goods and Service Tax will be payable as per applicable rates decided by Govt. of India.

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

4.21.3. Deduction of Taxes at Source

LIC will deduct taxes from the amounts due and payable to Vendor, wherever applicable. LIC will provide Vendor with the statement of any taxes deducted by LIC on payments under the contract. Vendor agrees to reimburse and hold LIC harmless from any deficiency including penalties and interest relating to taxes including recovery of any tax retrospectively that are its responsibility under this clause. For purposes of the contract, taxes shall include taxes incurred on transactions between LIC and Vendor.

4.22. Indemnity

(a) Subject to Clause 4.22(b) below

Vendor will undertake to indemnify LIC from and against all Losses on account of bodily injury, death or damage to tangible personal property of any person, corporation or other entity (including LIC) attributable to the Vendor's negligence or wilful default in performance or non-performance under the contract. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by Vendor infringes a copyright Patent or trade secret OR Indian patents of any third party, Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:

- i. LIC's misuse or modification of the Service;
- ii. LIC's failure to use corrections or enhancements made available by Vendor;
- iii. LIC's use of the Service in combination with any product or information not owned or developed by Vendor;
- iv. LIC's distribution, marketing or use of the Service for the benefit of third parties; or
- v. Information, direction, specification or materials provided by LIC or any third party contracted to it.

If any Service is or is likely to be held to be infringing, Vendor will at their expense and option either:

- i. Procure the right for LIC to continue using it;
- ii. Replace it with a non-infringing equivalent; or
- iii. Modify it to make it non-infringing.

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

(b) The indemnities set out in Clause 4.22(a) above

Shall be subject to the following conditions

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

- ii. LIC will, at the cost of Vendor, give Vendor all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;
- iii. If Vendor does not assume full control over the Defence of a claim as provided in this Article, Vendor may participate in such Defence at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by vendor;
- iv. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of Vendor;
- v. All settlements of claims subject to indemnification under this Clause will:
 - (a) be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff or all liability in respect of such claim; and
 - (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vi. LIC will account to Vendor for all awards, settlements, damages and costs (if any) finally awarded in favour of LIC which are to be paid to it in connection with any such claim or proceedings;
- vii. LIC will take steps that Vendor may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii. In the event that Vendor is obligated to indemnify LIC pursuant to this Clause, Vendor will, upon payment of such Indemnity in full, be subrogated to all rights and defences of LIC with respect to the claims to which such indemnification relates; and
- ix. If a Party makes a claim under the indemnity set out under Clause 4.22 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

4.23. Liability

Except in cases of criminal negligence or wilful misconduct and in the case of infringement of patent, IPR, trademark, copyright or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by vendor and used/consumed by LIC, the Vendor shall not be liable to LIC, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of vendor to pay liquidated damages to LIC and the aggregate liability of vendor to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

4.24. Insurance

In connection with the provision of the services, Vendor must have and maintain during the Contract Period, valid and enforceable insurance policies for:

- Public Liability;
- Either professional indemnity or errors and omissions; and
- Workers' compensation as required by law.

4.25. Confidentiality and privacy

4.25.1. Confidential Information not to be disclosed

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

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

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

- Use the information only for serving LIC's interest and restrict disclosure of information solely to their employees on a need to know basis in order to accomplish the purpose stated in this RFP;
- Advise each such employee, before he or she receives access to information, of the obligation of the bidder under this agreement and require such employee to honour these obligations.

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

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

4.25.2. Exceptions to obligations

The obligations on the parties under this clause 4.25.1 will not be taken to have been breached to the extent that Confidential Information:

- is disclosed by a party to its Advisors (a) or employees solely in order to comply with obligations, or to exercise rights, under the contract;
- is disclosed to a party's internal management personnel, solely to enable effective

management or auditing of Contract related activities;

- (c) is disclosed by LIC;
- (d) is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/Assembly;
- (e) is shared by LIC within LIC's organisation, or with another Agency, where this serves legitimate interests;
- (f) is authorized or required by law, including under the contract, to be disclosed;
- (g) is in the public domain otherwise than due to a breach of this clause 4.25.1;
- (h) is lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential; or
- (i) is independently developed by the Recipient without use or reference to such Confidential Information.

4.25.3. Obligations on disclosure

Where a party discloses Confidential Information to another person:

Pursuant to clauses a, b or e of 4.25.2 above, the disclosing party must notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential;

Pursuant to clauses cord of 4.25.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

4.25.4. Additional confidential information

The parties may agree in writing after the date of the contract that certain additional information is to constitute Confidential Information for the purposes of the contract.

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

4.25.5. Period of confidentiality

The obligations under this clause 4.25 will continue, notwithstanding the expiry or termination of the contract:

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

4.26. Protection of personal information

4.26.1. Application of the clause

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

4.26.2. Obligations

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

4.27. Conflict of interest

4.27.1. Conflict of Interest

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

4.27.2. Warranty that there is no conflict of interest

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

4.27.3. Notification of a conflict of interest

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

4.27.4. Ambiguities within the Document

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

- i. Apart from the clauses where specifically mentioned all other terms and conditions of the RFP are applicable.
- ii. as between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- iii. as between the provisions of this RFP and its Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures; and
- iv. As between any value written in numerals and that in words, the value in words shall prevail.

4.28. Security

4.28.1. Compliance with LIC requirements

Vendor will ensure that its Personnel comply with:

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

4.28.2. Security clearance

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

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

4.29. Books and records

4.29.1. Vendor to keep books and records

The vendor will:

- (a) keep adequate books and records, in accordance with Indian Accounting Standards, in sufficient detail to enable the amounts payable by LIC under the contract to be determined;
- (b) maintain and retain books and records as mandated by law and the same would be made available to LIC.

4.29.2. Costs

The vendor will bear the costs of complying with Clause 4.29

4.30. Audit and access

4.30.1. Right to Audit

- i. It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled Auditors appointed by LIC/ inspecting official from the IRDAI or any regulatory authority, covering the risk parameters finalized by LIC/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to LIC and the vendor shall submit such certification by such Auditors to LIC. The vendor and or his / their outsourced agents /sub – contractors (if allowed by LIC) shall facilitate the same. LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by LIC.
- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by LIC or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to LIC regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed. All costs for such audit shall be borne by the service provider/vendor.
- iii. Service Provider further agrees that whenever required by LIC, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the LIC/ IRDAI and or any regulatory authority required for conducting the audit. LIC reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) & findings made on the Service

Provider in conjunction with the services provided to LIC.

4.30.2. No reduction in responsibility

The requirement for, and participation in, audits does not in any way reduce Vendor's responsibility to perform its obligations in accordance with the Contract.

4.30.3. Survival

This clause applies for the Contract Period including any extension period or till the termination or expiry of the Contract.

4.31. Force Majeure or Unforeseen events

4.31.1. Occurrence of unforeseen event

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

4.31.2. Notice of unforeseen event

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

4.31.3. Termination

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

4.31.4. Consequences of termination

If the Contract is terminated:

- i. Each party will bear its own costs and neither party will incur further liability to the other;
- ii. Where vendor is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of intervention of the circumstances described in the contract.

4.32. Dispute Resolution

4.32.1. Reconciliation Process

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

Continuity of Performance: In the event of a dispute between the Party and the LIC, each party will continue to perform its obligations under this Agreement during the resolution of such dispute unless and until this Agreement is terminated in accordance with its terms.

4.32.2. Notification

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

4.32.3. Parties to resolve Dispute

During the 30 days after a notice is given under clause 4.32.2 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period, then, any such dispute or difference whatsoever arising between the parties to the contract out of or relating to the construction, meaning, scope, operation or effect of the contract or the validity of the breach thereof, shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein.

If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the Mumbai High Court. The provisions of the Arbitration and Conciliation Act, 1996, will be applicable and the award made there-under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held within the jurisdiction of Mumbai High Court. Any legal dispute will come under the sole jurisdiction of Mumbai High Court only.

No interest will accrue on any disputed amount during the course of arbitration proceedings.

4.32.4. Confidentiality

Any information or documents disclosed by a party under this clause 4.32:

- i. Must be kept confidential; and
- ii. May only be used to attempt to resolve the Dispute.

4.32.5. Costs

Each party to a Dispute must pay its own costs of complying with this clause 4.32. The parties to the Dispute must equally pay the costs of the arbitrator.

4.32.6. Termination of process

A party to the Dispute may terminate the dispute resolution process by giving notice to the other party after it has complied with the provision of this clause 4.32. Clauses 4.32.4 and 4.32.5 survive termination of the dispute resolution process.

4.32.7. Breach of this clause

If a party to the Dispute breaches provision of this clause 4.32, the other party does not have to comply with those clauses in relation to the Dispute.

4.33. Termination**4.33.1. Right to terminate**

If Vendor fails to comply with the clause 4.17 for Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract immediately by giving vendor written notice of 30 days.

4.33.2. Termination and reduction for convenience

- (a) LIC may, at any time, by a prior written notice of 30 days, terminate the contract or reduce the scope of the Services.
- (b) On receipt of a notice of termination or reduction of scope of the services vendor must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect LIC Material and Contract Material; and continue to work on any part of the Services not affected by the notice.
- (c) If the contract is terminated under the contract, LIC is liable for payments only for Services rendered before the effective date of termination;
- (d) If the scope of the Services is reduced, LIC's liability to pay the Service Charges or to provide LIC Material abates in accordance with the reduction in the scope of Services.
- (e) LIC is not liable to pay compensation under clause (c) above for an amount which would, in addition to any amounts paid or due, or becoming due, to vendor under the contract, exceed the total Service Charges payable under the contract. Vendor is not entitled to compensation for loss of prospective profits.
- (f) The systems that are complete and ready for delivery within 30days after vendor's receipt of notice of termination shall be accepted by LIC at the Contract terms and prices. For the remaining systems, LIC may choose to have any portion completed and delivered at the Contract terms and prices, and/or to cancel the remainder and pay to vendor an agreed amount for partially completed systems and for materials and parts previously procured by vendor.

4.33.3. Termination by LIC for default

Notwithstanding what has been stated in Clause 4.33.2 of this RFP, LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to

vendor, terminate the Contract in whole or part, if vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if vendor fails to perform any obligation(s) under the Contract after a 30 days cure period is given to the vendor to cure the default.

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

4.33.4. Termination for Insolvency

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

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

4.33.5. After termination

On termination of the contract, vendor must:

- i. stop work on the services;
- ii. deal with LIC material as directed by LIC; and
- iii. return all of LIC's confidential information to LIC.

4.33.6. Survival

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

- i. Clause 4.18 (Intellectual Property Rights);
- ii. Clause 4.22 (Indemnity);
- iii. Clause 4.24 (Insurance);
- iv. Clause 4.25 (Confidentiality and Privacy);
- v. Clause 4.26 (Protection of Personal Information);
- vi. Clause 4.28 (Security);
- vii. Clause 4.7 (Warranties);
- viii. Clause 4.30 (Audit and Access); and
- ix. Clause 5.6 (Training).

4.33.7. Severability

If for any reason whatever, any provision of this Contract is, or becomes invalid, illegal or unenforceable or is declared void by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall

negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Contract or otherwise.

4.33.8. Termination does not affect accrued rights

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

4.33.9. Consequences of Termination of the Selected Bidder

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

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

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

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

4.34. Business continuity beyond contract period

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

4.35. Knowledge transfer

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

- i. Transferring to or providing LIC access to all information stored by whatever means held by the Vendor or under the control of the Vendor in connection with the contract; and
- ii. Making Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions will be at the sole discretion of LIC, provided that any matter discussed is not considered to reveal any 'Commercial-in- Confidence'

information of the Vendor.

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

4.36. Compliance with IS Security Policy

- i. The Vendor shall have to comply with LIC's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:
 - ii. Responsibilities for data and application privacy and confidentiality;
 - iii. Responsibilities on system and software access control and administration;
 - iv. Custodial responsibilities for data, software, hardware and other assets of LIC being managed by or assigned to the Vendor;
 - v. Physical Security of the facilities;
 - vi. Physical and logical separation from other customers of the Vendor;
 - vii. Incident response and reporting procedures;
 - viii. Password Policy;
 - ix. Access management Policy;
 - x. Acceptable usage Policy (Authentication and Identity Management, Authorization and access control);
 - xi. Data Encryption / Protection requirements of LIC;
 - xii. Cyber Security Policy;
 - xiii. Auditing;
 - xiv. In general, confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured;
 - xv. Responsibilities in carrying out background verification of personnel deployed from vendor side regularly and submit the report as and when needed by LIC;

4.37. Exit Management

4.37.1. Purpose

- i. This clause sets out the provisions which will apply on expiry or termination of the Contract, the Project Implementation, Operation and Management SLA.
- ii. In the case of termination of the Project Implementation and/or Operation and Management SLA, the Parties shall agree at that time whether, and if so during what period, the provisions of this clause shall apply.
- iii. The Parties shall ensure that the parties themselves as well as their respective associated entities carry out their respective obligations set out in this Exit Management clause.

4.37.2. Cooperation and Provision of Information

During the exit management period:

- i. Vendor will allow LIC or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable LIC to assess the existing services being delivered;
- ii. Promptly on reasonable request by LIC, vendor shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by vendor or sub-contractors appointed by vendor). LIC shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. Vendor shall permit LIC to have reasonable access to its employees and facilities as reasonably required by LIC to understand the methods of delivery of the services employed by vendor and to assist appropriate knowledge transfer.

4.37.3. Confidential Information, Security and Data

Vendor will, promptly on the commencement of the exit management period, supply to LIC or its nominated agency, the following:

- i. Information relating to the current services rendered and customer and performance data relating to the performance including that of sub-contractors in relation to the services;
- ii. Documentation relating to the Project's Intellectual Property Rights;
- iii. Documentation relating to sub-contractors;
- iv. All current and updated data as is reasonably required for purposes of LIC transitioning the services to its Replacement Implementation Agency in a format acceptable to LIC or its nominated agency; and
- v. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable LIC, or its Replacement Implementation Agency to carry out due diligence in order to transition the provision of the Services to LIC.
- vi. Before the expiry of the exit management period, vendor shall deliver to LIC or its nominated agency all new or updated materials from the categories set out in 4.28 above and shall not retain any copies thereof.
- vii. Before the expiry of the exit management period, unless otherwise provided under the contract, LIC or its nominated agency shall deliver to vendor, all forms of confidential information pertaining to vendor, which is in the possession or control of LIC or its users.

4.37.4. Employees

Promptly on reasonable request at any time during the exit management period, vendor

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

4.37.5. Transfer of Certain Agreements

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

4.37.6. Rights of Access to Premises

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

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

4.37.7. General Obligations of vendor

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

For the purposes of this, anything in the possession or control of vendor, its associated entity, or sub-contractor is deemed to be in the possession or control of vendor.

- i. Vendor shall commit adequate resources to comply with its obligations under this Exit Management Schedule.
- ii. The vendor shall accept the data/content from LIC as per the mutually agreed format.
- iii. The vendor shall ensure that the email content is not infringing, libellous, defamatory, obscene, pornographic, abusive, harmful, threatening, harassing, stalking, embarrassing tortuous, offensive, hateful, or racially, ethnically or otherwise objectionable, misleading or violating any law or rules laid down by statute or any right of any individual or third party.

4.37.8. Exit Management Plan

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

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Implementation Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services, and of the management structure to be used during the transfer;
- b) plans for the communication with such of vendor's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the LIC's operations as a result of undertaking the transfer;

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

4.38. Notices and other communications

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

Service of Notices

A Notice must be:

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

LIC's Address for notices:

Executive Director (IT/SD; BPR/Insure Tech)
Life Insurance Corporation of India, Central Office,
2nd Floor, South Wing, "Jeevan Seva Annexe",
Santacruz (W), S. V. Road,
Mumbai – 400054.

Email: ed_itbpr@licindia.com

Bidder's Address for notices:

Notices served at any address other than above shall not be treated as served or delivered.

The successful bidder shall provide the contact details of their officials for similar communication from LIC.

Effective on Receipt

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

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

4.39. Miscellaneous

i. Varying the Contract

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

ii. Approvals and consents

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

iii. Assignment and novation

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

iv. Further action

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

v. Waiver

Waiver of any provision of or right under the contract:

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

vi. Relationship

- a) The parties must not represent themselves, and must ensure that their officers, employees, and agents do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.

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

vii. Announcements

- a) Vendor must, before making a public announcement in connection with the contract or any transaction contemplated by it, obtain LIC's written agreement to the announcement.
- b) If vendor is required by law or a regulatory body to make a public announcement in connection with the contract or any transaction contemplated by the contract, vendor must, to the extent practicable, first consult with and take into account the reasonable requirements of LIC.

viii. Governing law and jurisdiction

The contract shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the jurisdiction specified in Clause 4.32 and hence, any legal dispute will come under the jurisdiction of Mumbai High Court only.

4.40. Performance Guarantee

The proceeds of the performance guarantee shall be payable to LIC as compensation for any loss resulting from the Vendors' failure to complete its obligations under the Contract.

The performance guarantee will be discharged by LIC and returned to the issuing Bank with intimation to vendor not later than 60 days following the date of completion of the Vendors' performance obligations including any warranty obligations under the contract.

In the event of any contract amendment, vendor shall, within seven days of receipt of such amendment, furnish the amendment to the Performance guarantee rendering the same valid for 60 days after the completion of performance obligations including warranty obligations from the completion of the amended Contract period.

4.41. Inspection and Tests

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

• System Acceptance & Solution Acceptance

System shall be deemed to have been accepted by LIC, subsequent to its commissioning, when all the activities as defined in the scope of work related to the acceptance of system have been successfully executed and completed and a certificate from the duly authorized official of LIC, in writing, is obtained by vendor. The date of acceptance of system will be the one stated in the Certificate from LIC. The entire System and components deployed should function continuously without any problem for 30 days as a pre-requisite for the Acceptance Certificate as required. If there are any software failures in these configurations that occur during this period, the vendor must take all necessary actions to correct the failure and then the 30 day trouble free period will restart. Acceptance sign-off cannot be by email/fax or from officials not authorized for such purpose.

- **IPv6 Compliance**

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

4.42. Support to be provided by LIC

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

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

4.43. Performance Assessment/Penalties

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

Milestone Schedule:

Vendor shall perform all services and deliver all deliverables in accordance with the Milestone Schedule. In the event that vendor fails to meet any Milestone Date, in addition to any other legal or equitable remedies available to LIC, vendor and LIC agree that the amount of damage payable by vendor to LIC will be the following amount for the delay in number of weeks or part thereof beyond the applicable Milestone Date for any services or deliverable:

There shall be a penalty for non-adherence to the time schedule (Milestone Schedule).

The total penalty, including all penalties, will be capped at five percent (5%) of the Contract Value.

Penalties:

As given in Schedule of Service Level Agreement

If the penalties are beyond 5% of the contract value then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and cost of vendor. Vendor may be debarred from applying in future assignments. To the extent that a material failure of performance of the obligations attributable solely to an act or omission of LIC causes vendor to fail to meet a Milestone Date, vendor shall be entitled to a day-for-day extension of the applicable Milestone Date caused as a result of LIC's delay.

Vendor shall pay to LIC the amounts specified in this Section as liquidated damages and not as penalty. Damages payable under this Section shall not exceed Five(5%) percent of the contract value. Vendor shall pay any amounts due to LIC as liquidated damages hereunder within 60 days of the missed Milestone Date, or, at LIC's option, such amounts may be deducted from all or any portion of the total fees payable pursuant to this Agreement or through encashment of Bank Guarantee. LIC shall notify vendor in writing of any claim for liquidated damages pursuant to this Section before deducting or recovering such sums from the fees or bank guarantee as applicable.

Acceptance:

All services and deliverables shall be subject to the LIC's review and approval. In the event that an Acceptance Test has not been met by the applicable Acceptance Date, in addition to any other legal or equitable remedies available to LIC, vendor and LIC agree that the amount of damage payable by vendor to LIC will be the following amounts beyond the two-week period after the Acceptance Date that, by reason of the Party's failure to correct any performance defects revealed during Acceptance Testing, the Acceptance Test is not met then penalties will apply as given in Schedule of Service Level Agreement.

5. Scope of Work

5.1. LIC's Bulk Mail Project - Current Status

- a) There is a single vendor who is providing service for only bulk promotional mails where the list of mail ids and the mail content is provided to the vendor through webmail interface for user departments and the mails are send by them on behalf of LIC.
- b) Promotional Bulk Mails – This service is mostly used by C.O. departments, ZO departments and Divisional Offices for sending messages to field force Agents and Development officers regarding different events, marketing campaigns and competitions held at Zonal & Divisional offices and to LIC customers
- c) Transactional Bulk Mails – Transactional Bulk mails to LIC customers and Agents generated by various applications are sent using the LIC Gateway.

5.2. Executive Scope of Work

LIC desires to procure enterprise class Bulk Mailing service on OPEX (Operating Expense) model i.e. fixed, all-inclusive rate per Mail message successfully sent with the Service Level Agreement (SLA) for a period of 5 years. LIC proposes to procure services of robust, reliable and feature-rich Bulk Mailing platforms to deliver outgoing mails to LIC's desired entities' mailbox with LIC's sender-id; bulk promotional and transactional mails. Transactional Emails will be sent through LIC online applications through SMTP/SMTSP/API.

The service provider should provide API based integration of Email service that can embed into LIC existing software application. Emails generated from LIC applications are Transactional and Promotional in nature which is sent to intended recipients only. The Bidder needs to provide portal which should have the facility to send manual emails by uploading the data.

Email services should scale up as per requirement to 5 Lakhs/hour. Time sensitive OTP Emails should be identified and delivered within 10 seconds. The Bidder should have the capability of sending interactive Email also known as Accelerator Mobile Pages for use in email messages that allows recipients of AMP emails to interact dynamically with content directly in the Email messages. The solution should also support Brand Indicators for Message Identification (BIMI) to add LIC's logo to authenticated messages sent from LIC's domain.

The vendor shall also provide a web portal to LIC to check the status of emails. The Bidder should also provide deep rich analytics dashboard for Email status and reports. AI capability also needed by LIC for proper engagement of Emails and increasing the opens and clicks.

LIC reserves the right to carry out the PoC during the technical evaluation for assessing the suitability of the provided solution in its context. The broad scope of work shall include the following, but not limited to:

5.2.1. Infrastructure

- i. The proposed hybrid model will have relay server on premise middleware and Delivery server can be on Cloud/Vendor Infra.
- ii. Proposed solution should be in OPEX model.

- iii. Should have a setup of multiple Data Centers - Disaster Recovery and Business Continuity Plan. The system should be able to handle the disaster situation. The DR site should be active in case of failure of mail site.
- iv. Bidders need to ensure requisite hardware as per sizing to match the broadcast volume of LIC. The Mass email service should be available 24 x 7 without any down time. Bidder need to facilitate multiple public IPs to address broadcasting. Any service/patch Upgradation to be performed in non-working hours.
- v. The proposed solution must support email sending through API in addition to SMTP/SMTSPS relay. The consumption of API by each application must be secured with a unique key/password.
- vi. Mass mail solution should be Web based application and compatible with cross browser i.e. Google chrome, IE, Mozilla etc.
- vii. Service providers should ensure that mails sent from their domain / IPs do not get classified as junk mail or spam mail by leading email service providers like Gmail, yahoo, Hotmail etc.
- viii. The bidder must have its Mail Gateway infrastructure using multiple IPs for providing Bulk E-Mail services to preserve reputation of LIC's Domain.
- ix. Proposed solution should run on sufficient IPs minimum of 1,000 IPs so that the blacklisting of the same may be avoided and the deliveries of mails are in the inbox and services should be accessible from any location which has internet connectivity.
- x. The proposed solution should have internet based web interface and internal web interface which should have AD based authentication and no local user authentication and should have capability of delivering minimum 50 Lakhs Email per day for the entire contract period of 5 years.
- xi. Bidder will be responsible for providing software including OS for on-premises relay server including applicable licenses and related ancillary components. On-premises Hardware, software, Webserver, sufficient storage and any other software required will be provided by bidder and integration of this hardware into the entire solution and SIEM integration of the solution will be under bidder's scope.
- xii. Web based relay of Bulk-Promotional mails is to be implemented by the successful bidder.
- xiii. Relay setup should allow maximum email size of upto 2 MB.
The expected size for the promotional mails shall be upto 200KB for 70% traffic volume.
- xiv. Proposed solution should support hassle free delivery of 5,00,000 mails / hour.
- xv. Intelligent spam manager, know spam score based on various parameters.
- xvi. Capable to send multiple mails in single XML hit.
- xvii. Email server should take daily scheduled back up.
- xviii. The bidder must have arrangements/back to back tie-ups with OEM (IF ANY) to undertake all software upgrades / modifications necessary to confirm to any changes or modifications required by LIC and in compliance with Insurance regulator/Information Security Audit (in time bound manner), from time to time,

during the contract period.

- xix. Solution partner to share updated contact details of Account Manager and updated Escalation Matrix for technical team for technical support.
- xx. The proposed solution must support SIEM integration.
- xxi. The proposed solution shall be integrated with all existing setup and new infrastructure /Assets/ applications of LIC. The necessary integration by the way of API or any other manner to be performed by vendor without any additional cost. The required APIs/any other mode to be developed by the bidder, there after deployed and integrated with LIC's setup without any additional cost to LIC during the contract of 5 years.

5.2.2. Campaign Management

- i. To create Campaigns by copying existing Campaign and should assist in building e-marketing strategy.
- ii. To provide campaign creation facility, To View existing campaign, To Pause/Start Campaign, To Stop/Delete Campaign, To Schedule Email Campaign at date and time.
- iii. To select recipients/subscribers for email campaigns, to provide guidance/steps for creating campaign.
- iv. To provide personalize email service for single users customized personal emails i.e. welcome email, Birthday's, Anniversary etc., using the .CSV/EXCEL data import in the application, for example the system will automatically sent the birthday according to the date, name available in the imported data.
- v. To provide sample templates for creating the campaigns instantly as per current market standard.
- vi. Automation Email with Journeys and flows feature for event based or trigger based.
- vii. To Test and Preview Campaign before starting. To provide the testing feature for email campaigns before final execution. The emails are tested for their content accuracy, scheduling, removal of duplicates, high volume handling and a number of other features.
- viii. Sending across sample e-mails to test email-addresses specified, before processing any batch of bulk emails received from LIC.
- ix. Scheduling of Emails, high Volume Rapid Sending, Large pools of IPs, Queue Management, auto de-dupe before sending, Test before Sending, Call back request, Send Reminders, send statements/Points.
- x. Emails broadcasting type could be one to many or one to one which depend upon the requirement.
- xi. Email Format to be in HTML or Text based (mime) as per requirement
- xii. 2 MB maximum attachment can be added along with the mass mail content.
- xiii. Option to import customer email data in .CSV/EXCEL file format for importing email list required for broadcasting.
- xiv. Email templates should be optimized for mobile, tablet devices, Default templates for mass email drafting, Newsletters, polling and feedback options.

- xv. Option to Subscribe/ Unsubscribe mass emails. If unsubscribe the recipient should not receive any mail from the server till it again subscribes the same.
- xvi. All the details of logs and distribution to be maintained in the system unless deleted by us.
- xvii. There should be a facility to pause/resume an on-going activity to initiate another urgent activity.
- xviii. Admin login for LIC Administrator to perform email campaign. The database uploaded by the Admin user cannot be modified and copied by other users except Super user.
- xix. Categorization of email bounces that occur on mass email sent and hard bounces should be immediately unsubscribed. In order to keep a record, all bounced data should be exported.
- xx. Spam Check: strict anti-spam policies should be enabled to check SPAM and quality to be maintained.
- xxi. The solution should support SPF and DKIM from day one.
- xxii. Interactive Email also known as Accelerator Mobile Pages for use in email messages that allows recipients of AMP emails to interact dynamically with content directly in the Email messages.
- xxiii. Brand Indicators for Message Identification (BIMI) - an email specification that enables the use of brand-controlled logos within supporting email clients. LIC's logo should be added to authenticated messages sent from LIC's domain. BIMI should be supported by major mailbox providers like Google, Yahoo, Apple, Outlook, AOL Mail etc.
- xxiv. Anti-Spam features: To make sure that authenticity of the sender is ensured. Full mailing address of sender is visible along with prominent unsubscribe button in the header and footer and 'Report as Spam' button in the header.
- xxv. Reports are required to track the campaign's performance and determine behaviour of the target audience. Sent/Open Report, Bounce Report, opt out Report, subscribe – Unsubscribe user report, Click-through, Domain-wise and SPAM complaints etc. Availability of graphical report.
- xxvi. The solution should have inbuilt rate limiting functionality (same subject and same recipient like checks).

5.2.3. Database Management

- i. Option to manage user database campaigns reach the maximum number of targeted audience, and bounces or duplicates are eliminated.
- ii. Option to upload subscriber information easily from .csv through Admin login, Authorized users.
- iii. Database Security – Once the database is uploaded, it gets encrypted and hence cannot be extracted or downloaded back from the front end (online account)
- iv. Database Validation – Genuine typo errors (presence of punctuation errors like comma, semi colon, absence of @ symbol, etc.), valid & invalid email ids should be

detected and duplicates to be detected when a database is uploaded. They should be removed from the database, listed in a separate file and emailed back to the client. This is an automated mechanism.

- v. Easy export of reports to a CSV or Same List or other list.
 - (a) Supports API, HTTP, HTTPS connections.
 - (b) Comprehensive report of the overall activity in Real Time
 - (c) Bounces, Drops, Sent, Delivered, Opened, Clicked , Unsubscribed, Abuse
 - (d) Helps you know more about the Consumer.
 - (e) Browser email was opened in OS, Device, LAN IP, latency.
 - (f) Access reports on WEB or simply call an API to download.
 - (g) Take decisions on next course of Action for undelivered emails like retry delivery or cancel delivery.
 - (h) Response given on dynamic email (like polling, feedback etc.) should reach to sender within 10 seconds of action, absolutely real time.
 - (i) Detailed Logs for the entire emailing activity carried in last 3 months.
 - (j) Deliver the Last minute additional info
- vi. Active support is required to import master email list/criteria based email list as per Periodical requirements from time to time.
- vii. Interface required for integration of pre-existing customized PDF file (Transactional emails) pre-fit for sending it to the customers.
- viii. Interface required for integration of promotional mail content pre-fit for broadcasting and broadcasting the same.
- ix. Providing delivery assurance of the emails within a period of 24 hours for promotional emails from the receipt of go-ahead from LIC i.e.
- x. Providing periodical broadcast reports like email delivery success / failure status report/statistic report to the LIC for every batch of emails sent, on completion of the assignment time to time. The bidder should also provide management console to the Bank.
- xi. Solution provider should ensure that mails sent should not get classified as junk mail or spam mail by leading email service providers like Gmail, yahoo, Hotmail etc.
- xii. The application provided by bidder should be capable enough to handle promotional and transactional email broadcasting simultaneously.
- xiii. There should be a facility to pause/resume an on-going activity to initiate another urgent activity.
- xiv. Separate Unsubscribe options should be available for both promotional and transactional emails. The application software should have option to suppress individual email based on email or with other credentials available in the imported email list.
- xv. The support and services required for design and creating content/body of the transactional mail is the responsibility of the bidder. The content/body of the transactional mail may have images which may change time to time.

- xvi. Existing suppression list/unsubscribe list for both promotional and transactional emails will be given by the LIC and the same list should be incorporated in the application provided by the bidder.
- xvii. MIS details of sending emails and Acknowledgment etc. to be submitted to LIC at the end of the campaign.

5.2.4. Access to tools

- i. Users should have WEB access to the emailing tool and its entire feature should be given through GUI based wizard driven Configuration (Customized Look & Feel, Graphical Representation, Online / Onscreen help features, Auto scaling graph etc.).
- ii. Multiple User id for access.
- iii. Admin User should be able to create User IDs.
- iv. Built-In Queue management to manage large queue.
- v. Highly scalable platform to handle large email traffic.(Bidder has to give specification that will be required like Network Bandwidth, firewall configuration so as to make necessary changes at our end).
- vi. Standardized reasons of failures.
- vii. Intelligent spam manager should provide spam score based on various parameters.

5.2.5. Delivery and Reputation Management:

- i. Managing delivery in inbox and avoiding spam filters.
- ii. Managing reputation of Client Email id & associated IPs.
- iii. Regular Return Path Analysis and Blacklist monitoring reports.
- iv. Should generate the Analytical Dashboard showing the results of delivery, inbox, unread, bounce back and undelivered mail.
- v. FBL (Feed Back Loop) Association with major ISPs.
- vi. Proposed solution should provide necessary Email security.
- vii. Proposed solution should reduce risk and increase compliance with statutory and regulatory requirements.
- viii. Email virus checking should be enabled on the Bidder's Relay setup and control the outward spreading of virus from the customer's premise thus protecting our reputation.
- ix. Proposed Setup should retry delivering queued emails to destination domain within the custom expiry date of delivering message as decided by LIC. After the expiry period the campaign should be dropped.
- x. Proposed solution should ensure better delivery of emails to final destination; dedicated team should be there to monitor campaign performance, bounce mails and IP reputation.
- xi. Create and send personalized email with personalized subject and attachment to

every user.

- xii. Delivery reports should be generated in real time and can be viewed immediately.
- xiii. Generate relevant submission failure reasons.
- xiv. Capable to send image in encoded HTML format.
- xv. Generate Unique reference ID for every transaction.
- xvi. Generate relevant submission failure reasons.
- xvii. Implementation in co-ordination with LIC for SPF and DKIM for LIC domains in use by bulk mail vendor.

5.2.6. Mailing List

- i. Copying existing Mailers.
- ii. Multiple Lists selection.
- iii. List Suppression Option.
- iv. Domain Blocking Option.
- v. Dynamic Mailing:
 - (a) Mailing only to recipients meeting certain criteria depending on field values.
 - (b) Mailing customized contents (including hyperlinks) based on certain criteria depending on field values.

5.2.7. Contents

Mails should have following features:

- i. Customized From and Reply to field.
- ii. Multiple headers, footers creation options.
- iii. Content editing using HTML.
- iv. Option for uploading content from a file.
- v. Sending attachments.
- vi. Dynamic Content.
- vii. Personalized mailing content (capturing information from database in content).
- viii. Passing of variables (mail merge).
- ix. Survey/feedback option in emailing body.
- x. Test mail option for approval to selected participants.
- xi. Preview of mail before sending.
- xii. Scheduling mail to later date and time.
- xiii. Mailing to a specific email addresses filtered on basis of variable in emailing list.

5.2.8. Reply Management:

- i. Automated subscription/Bounce/Opt-out Management.

5.2.9. List management:

- i. Multiple list creation by uploading the data.
- ii. Importing data from CSV format.
- iii. The Bidder must allow LIC to send the mails to its customers on a pre-defined schedule basis.
- iv. Importing, viewing, editing all the fields of data.
- v. Exporting data from lists to CSV by admin.
- vi. Merging or de-duplication of different lists.
- vii. Bounce, subscription, opt-out filtration.
- viii. Categorizing various lists in different groups.
- ix. Survey and Feedback mail relay.
- x. Basic Validation of email ids.

5.2.10. Reports and Analysis:

- i. Service provider should have a dashboard which will generate detailed Email Statistics /reports. Example of reports to be generated are given below, these reports should be downloadable:
 - (a) Email Open Rate Statistics (with email ids, date & time).
 - (b) Email Click through Rate Statistics (with email ids, date & time).
 - (c) Email Bounce Rate Statistics (with email ids , date & time).
 - (d) Email landed in Junk Box.
 - (e) Unsubscribed Emails(with email ids, date & time)
 - (f) Email deliverability report including success, failure and delayed delivery.
- ii. Options should be given to download all the reports in .csv format with all details.

5.2.11. Support

- i. Proposed solution should have Operation management of the Mail Security infrastructure on a 24 x 7 x 365 basis (Online/Offline) which includes systems monitoring, fault management, backup, patch management, capacity planning, support etc.
- ii. Proposed solution should support 24 x 7 phone/email fault reporting by designated customer administrator supported with escalation to principle vendors.
- iii. Bidder need to facilitate mass email service without any down time. In case of any failure, same need to fixed immediately and alternative service needs to be facilitated.
- iv. Regular sessions for discussing the improvement in mailing performance.
- v. Proposed solution should have planned system maintenance for service upgrade, system tuning, security patch application, etc. and provide instructions and guidance to customer on connectivity to the Bidder's Relay setup.

- vi. Updated escalation matrix shall be made available to LIC once in each quarter and each time the matrix gets changed.
- vii. The proposed services should be available at least 99% of the time excluding planned downtimes.

5.2.12. Privacy & Security

- i. Privacy Policy
- ii. NDA / SLA.
- iii. Secured HTTP access for web/portal.
- iv. Self-healing network & easier Troubleshooting.
- v. The proposed system should have adequate checks and controls to limit the access for administrative controls to authorized personnel only.
- vi. The system should be available 24*7. It should be secure and dependable. The integrity of the data being transferred must be maintained from end to end.
- vii. The Bidder should use state of the art technology available in the market. The solution should have clear technology vision and roadmap extending into the future.
- viii. Bidder should have Information Security Policy.

5.3. Volume Estimates

Bulk Mail Category	Volume Estimates (per year)				
	(2024-25)	(2025-26)	(2026-27)	(2027-28)	2028-29*
Promotional/ Transactional Bulk Mails	57,50,00,000	66,13,00,000	76,05,00,000	87,46,00,000	75,43,00,000

* for 3 quarters

5.4. Prices

- i. All prices shall be for delivery of Bulk Mail services to LIC inclusive of taxes except GST to the satisfaction of LIC or LIC's representatives. The aggregated price should be quoted in words also.
- ii. The Financial Bids should strictly conform to the formats provided to enable evaluation of the Bids and special care may be taken in this regards as Bids having any hidden costs or conditional costs will be liable for outright rejection.
- iii. Prices quoted by the Bidders shall remain fixed during the entire Contract period of 5years and no increase of rates on account of cost escalation will be allowed under any circumstances. No open-ended Bid shall be entertained and the same is liable to be rejected summarily.
- iv. The price quoted must be all-inclusive and there should be no re-openers.
- v. Any other tax applicable shall be deducted at source as per prevailing rates time to time. The rates quoted must be inclusive of all statutory dues payable and due

under and as per all applicable laws of the land.

5.5. Implementation Procedure

The project will be implemented in following manner and it will also form part of scope of work to be submitted by successful bidder.

- i. Plan for Project Implementation: -
 - (a) The selected Bidder should develop the detailed implementation architecture for the Bulk Mail solution. It should include the following details:
 - i. Detailed report to be submitted regarding database design.
 - ii. design of process, deployment, testing & Roll-out.
 - (b) The Implementation plan comprises of the following:
 - Project Implementation plan (Graphical representation as well as details).
 - Project Team Composition.
 - Escalation Matrix.
- ii. The Bidder shall nominate a project manager at Mumbai who shall be responsible for the entire execution and implementation of this project. The Bidder shall specify the name of project manager in the bid. He will be a single point of contact for LIC for any problem related to services procured under this RFP.
- iii. Documentation: The bidder shall provide at least two sets of Documentation (both softcopy & hardcopy) for CO and should submit updated documentation (two copies) related to changes made at every instance of such changes in the application and integration parameters.

5.6. Training:

Vendor shall train specified LIC employees for Operational Management of the system after signing the contract:

- Onsite Admin training at LIC's premises at Mumbai shall be provided for 2 working days duration through authorized agencies/faculty with complete documentation.
- Use of Web based tool for various departments: 10 working days.
- Providing access to LIC to all information stored by whatever means held by vendor or under the control of vendor in connection with the contract; and
- Making Vendor's Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions will be at the sole discretion of LIC, provided that any matter discussed is not considered to reveal any 'Commercial-in-Confidence' information of vendor.

5.7. Final Acceptance Testing

All the features specified in the scope of work/expected deliverables should be tested and acceptance obtained from LIC as per Annexure-VI.

5.8. Office Structure of LIC

LIC has a hierarchical structure of offices. The Central Office is located at Mumbai. There are 8 Zonal offices and there are 114 Divisional Offices under the control of these eight Zonal Offices. These 114 Divisional Offices control 2048 branch offices, Satellite offices and Mini offices. In addition, LIC has in house training centres, namely, the Management Development Centre at Mumbai, Zonal Training Centres at Zonal headquarters, Divisional Training Centres at all divisional headquarters and Sales Training Centres at selected divisional headquarters.

6. Project Timelines and Deliverables

The bidder will be required to provide all necessary assistance to ensure successful implementation of the project from the time of engagement. All the components and their associated functionalities mentioned in the RFP are expected to be delivered within six weeks from the date of purchase order.

Time schedule for delivery and installation: -

Sl. No.	Activity	Delivery Schedule
1.	Submission of Scope of Work and Project Implementation Plan	Within 1 Week from the date of Purchase Order
2.	Web-based bulk mail relay, including installation of middleware and creations of user interfaces for LIC departments and implementation of bulk mail relay for transactional and promotional mail	Within 6weeks from the date of Purchase Order

LIC requires that mails received by the bidder's infrastructure are delivered to the recipients' server within the time norms given below:

Mail Category	Max. Mail size (including attachments)	Expected Delivery Time
Non Priority Mails/ Promotional Mails/ Scheduled Mails/Transactional Mails through SMTP/SMTPS/API	2 MB	5 lakh mails per hour
Priority OTP mails	N/A	10 seconds

The bidder should provide escalation hierarchy matrix, which should include Office, Residential and Mobile contacts for each official within 7 days of request from users.

7. Service Level Agreement (SLA)

Successful vendor will have to agree to SLA and penalty clauses as given below. It will form part of the contract.

The Bulk Mail of LIC will have to be delivered within the stipulated timelines. Failure to comply with the time frames for delivery of the mails pushed by LIC shall attract penalty as follows:

A) Penalties for delayed / non delivery of Bulk Mails:

Particulars	Penalty Rates
Promotional Mails/ Non Priority Mails/ Scheduled Mails/Transactional Mails through SMTP/SMTSP/API are required to be delivered within an hour for a batch of 5 lakh mails.	If timelines not met, no charges would be payable by LIC.
Priority OTP mails are required to be delivered within 10 seconds.	If timelines not met, no charges would be payable by LIC.

B) Penalties for delay in delivery of services etc.

Particulars	Penalty Rates
Delay in delivery of services for Promotional Mails/ Non Priority Mails/ Scheduled Transactional Mails beyond 4 days of request.	Rs. 1,000/- per day
Delay in delivery of priority OTP mails beyond 30 seconds.	

C) Penalties for delay in delivery of web-based bulk mail

Particulars	Penalty Rates
Delay in delivery of Web-based bulk mail relay and creations of user interfaces for LIC departments and implementation of bulk mail relay for transactional and promotional mail beyond 6 weeks.	0.1% of the Contract value per day

The total penalty, including all penalties, will be capped at 5% (five percent) of the Contract.

The penalty so calculated will either be adjusted with the payments or will be separately realized from the bidder.

SLA Monitoring Tool: Bidder should provide SLA Monitoring tool. The SLA Monitoring tool should be capable of providing all the SLA Reports and monitoring, as required in the RFP. It should be capable of providing SLA measurement for all the components being delivered by the bidder.

The bidder should also ensure that the solution proposed shall be technically compliant to perform satisfactorily as per requirements mentioned in the Technical specification and deliverables.

8. Roles and Responsibilities

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

Role of LIC

- a) LIC shall deploy project co-ordinator, to ensure:-
 - i. Availability of review of the existing applications.
 - ii. Meetings with appropriate persons to ensure SRS of the Bulk Mail solution with all the custom applications for Bulk Mail.
- b) Review of the security measures and documents.

Role of bidder

- a) To provide the Bulk Mail Solution as per requirement of this RFP.
- b) After award of contract, the bidder needs to deploy a project team and a project manager to manage the project.
- c) To conduct training and with system overview and solution walkthrough.

Annexure – A: Pre-Contract Integrity Pact Format

(To be submitted on a stamp paper of Rs. 500/ signed by authorized signatory)

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2023, between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at “Yogakshema” Jeevan Bima Marg, Mumbai 400021. (herein 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/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act, 1956.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS/ Sellers/ Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the BUYER

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, 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.
- 1.2. The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3. All the officials of the BUYER will report to the “Chief Vigilance Officer” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavour to any person in relation to the contract of any other contract with the Government.
 - 3.3. Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
 - 3.4. BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to

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

- 3.7. The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER/Contractor will not commit any offence under the relevant Indian Penal Code (IPC)/Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed. The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14. The Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

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

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

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

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

6. Independent Monitors:

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

Name address of the Monitor(s):

1. Shri Rajni Kant Mishra, IPS (Retd.)
Ex Director General in BSF,
B-1801, Amrapali Sapphire, Sector 45,
NOIDA, Uttar Pradesh – 201303
Email address: rkm592002@yahoo.co.in and rkmishra84@gmail.com
Mobile No. – (+91) 97173-28500
 2. Shri Arun Chandra Verma, IPS (Retd.)
Flat No. C – 1204, Amrapali Platinum Complex,
Sector - 119, NOIDA, Uttar Pradesh
Email address: acverma1@gmail.com
Mobile No. – (+91) 8130386387
- 6.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.
- 6.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5. As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Executive Director (E&OS), LIC.
- 6.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 6.7. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself / herself from that case.
- 6.8. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.9. 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.
- 6.10. If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken

visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

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

10. Validity:

10.1. The validity of this Integrity Pact shall be from date of its signing and extend 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.

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

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

BUYER

BIDDER

Executive Director (IT/SD; BPR/InsureTech)
Life Insurance Corporation of India

CEO

Witness

Witness

1.

1.

2.

2.

(Note: Bidder/Seller/Service Provider/Stores/equipment/item/service Bidding process/ bid evaluation/process of availing services.

All pages must be signed and numbered.

Appropriate word may be used where ever applicable without altering the purpose /desired intention of the clause.)

Annexure – I: Bid Response Covering Letter

(To be submitted on Bidder's Letterhead)

To,
Executive Director, (IT/SD; BPR/Insure Tech),
Life Insurance Corporation of India,
Central Office, IT - BPR Department,
2nd Floor, South Wing, "Jeevan Seva Annexe",
Santacruz (W), S.V.Road,
Mumbai – 400054.

Sir/Madam,

Reg.: Request for Proposal for Implementation & Maintenance of Bulk Mail Solution

Ref: LIC/CO/IT-BPR/BMS/RFP/2023-24, Dated: 26/10/2023

Having examined The Referenced tender document Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, on behalf of <name of the company>, offer to work as Bulk Mail service provider offering Bulk Mail solution in conformity with the referenced RFP and at the L1 prices discovered through commercial bid evaluation / online reverse auction and is made part of the bid.

We undertake, if our Bid is accepted, offer to work as Bulk Mail service provider offering Bulk Mail solution to LIC in accordance with the scope, specifications and delivery schedule specified in the RFP. We also undertake to abide by all terms and conditions specified in the RFP.

If our Bid is accepted, we will obtain the guarantee of a scheduled Bank for the due performance of the Contract, as per the RFP. If our bid is accepted we will obtain and submit to LIC the guarantee of the bank in the form prescribed by LIC for sum equivalent to 10% of the total contract value for the due performance of the contract.

We agree to abide by the Bid and the rates quoted therein for the contract/order awarded by LIC upto five years period from date of contract/Service Level Agreement, which will remain binding upon us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

We understand that LIC is not bound to accept any Bid that may be received.

We also certify that we have not been blacklisted by LIC, any PSU, any Bank/IBA/RBI/IRDAI, Government of India, State Government and its subsidiaries during the last five years.

Dated this..... day of..... 2023

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure – II: Bank Guarantee

This Deed of Guarantee executed by the _____ (Bank name) (hereinafter referred to as “the Bank”) in favour of Life Insurance Corporation of India, having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai – 400021 (hereinafter referred to as “LIC”) for an amount not exceeding Rs. _____ (Rupees _____ only) at the request of (Vendor’s Name & Address) _____ (hereinafter referred to as the “Vendor”). Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Vendor, up to a total amount of Rs. _____ (Rupees _____ only) and we undertake to pay you, upon your first written demand, without cavil or argument, any sum or sums as specified by you within the limit of Rs. _____ (Rupees _____ only).

Whereas M/S _____ incorporated under Companies Act, 1956, having its registered office at _____ is participating in the RFP Ref: LIC/CO/IT-BPR/BMS/RFP/2023-24, dated _____ for Implementation & Maintenance of Bulk Mailing Solution and is submitting this guarantee as required under the Terms and Conditions of the said RFP.

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

This Bank Guarantee will be valid for a period up to _____ (for a period of _____ months from the date of submission of this guarantee)

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 Vendor.

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

Dated at _____ this _____ day of _____ 20 _____

Sealed & Signed by the Bank

Annexure – III: Bidder Organization Details

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

#	Item	Details	
1. General Details			
1.1	Name of Company		
1.2	Registered Address		
1.3	Telephone, mobile, Website address and Fax Numbers		
1.4	Constitution of the Company		
1.5	Brief business activities		
1.6	Details of ownership		
1.7	Holding company or parent company		
1.8	Key persons with contact details		
1.9	Name and designation of the Authorized Signatory to make commitments to LIC		
1.10	Email Address & Mobile no. of Authorized Signatory		
1.11	Date of Incorporation in India, commencement of Business & Years in the line of Business		
1.12	GST Registration Number		
1.13	PAN		
1.14	Brief description of facilities of the organization for undertaking the services		
2. Financial Details			
2.1	Annual Turnover	Year	Total Turnover (Rs.)
		2020-2021	
		2021-2022	
		2022-2023	
3. Operational Details			

3.1	Names of companies to whom the Bidder provides Bulk Mail gateway			
3.2	Whether blacklisted for deficiency in services by any Public Sector unit / Central government department / State Government department in the past and if so, the year:			
3.3	Total volume of Transactional Bulk Mail handled during: (in terms of number of transactions) (FY 2020-2021, 2021-2022, 2022-2023)	Year	No. of Trans.	
2020-2021				
2022-2023				
2022-2023				
3.4	Total volume of Promotional Bulk Mail handled during: (in terms of number of transactions) (FY 2020-2021, 2021-2022, 2022-2023)	Year	No. of Trans.	
2020-2021				
2022-2023				
2022-2023				

For and on behalf of: _____ (Bidder)

Authorized Signatory

Name:

Designation:

Office Seal:

Place:

Date:

Annexure – IV: Client Reference Format

(Format for each of the 5 or more client references)

Documentary evidence like Purchase Orders, Copies of the Service Contracts or Work Completion certificates from the client organization confirming the details of the Bulk Mail service offered, to be submitted with the following details:

The documentary evidence submitted should reflect the contract start date during the last 3 financial years (2020-2021, 2021-2022 and 2022-2023).

LIC reserves the right to verify with such clients while evaluating the Eligibility Bid.

Citation No.:	Name of Client:
Details	Required Information
Name of the Client	
Contact person of the Client with Name, Tel. No., Fax No., Address, Email-id & Mobile no.	
Documentary evidence submitted	
Role of the bidder	
Contract valid from	
Contract valid upto	
No. of years of tie up	
Name of the Solution deployed at Client location	
No. of Users authorised to broadcast Bulk Mail	
No. of Bulk Mail Transactions handled 2020-2021 2021-2022 2022-2023	
No. of Transactional Bulk Mail handled (yearly) 2020-2021 2021-2022 2022-2023	
No. of Promotional MAILs handled (yearly) 2020-2021 2021-2022	

2022-2023	
Percentage of Delivered Transactions as compared to total Bulk Mails initiated (yearly) 2020-2021 2021-2022 2022-2023	
Details of Hardware configurations & Software used at the Client end.	
Brief details about the Solution architecture, Data Flow, Work-flow implemented in Bulk Mail solution	

For and on behalf of: _____ (BIDDER)

Authorized Signatory

Name:

Designation: _____

Office Seal: _____

Place: _____

Date: _____

Annexure – V: Service Support Details/Escalation Matrix

Sr. No.	Name & Designation of the Official	Postal Address, Telephone & Fax No.	Email-id	Mobile number

For and on behalf of: _____ (Bidder)

Authorized Signatory

Name:

Designation:

Office Seal:

Place:

Date:

Annexure – VI: Final Acceptance Report Format

(To be submitted on Bidder's Letterhead)

Sr. No.	Details of Scope of Work	Response by Vendor
1.	Whether application is installed successfully and is working successfully?	
2.	Whether Test of user authentication is successful?	
3.	Whether all the functionalities as mentioned in Scope of Work of RFP are working?	
4.	Training of LIC officials	
5.	Testing of MIS reports	
6.	Whether documentation regarding solution architecture, data structures, administration user guide, user guide etc. has been provided?	

Remarks :

Signature	Project Manager- Vendor	From LIC of India
Name		
Designation		
Date		

Annexure – VII: Non-Disclosure Agreement

(No deviations in wordings permitted)

(To be executed over Rs.500 Stamp/Franked paper & notarized)

This Non-disclosure Agreement (“NDA”) is made and entered into this ___ day of _____ in the year Two Thousand and twenty three (2023)

BY AND BETWEEN

Life Insurance Corporation of India, with Central office at ‘Yogakshema’, J B Marg, Mumbai 400 021, hereinafter referred to as “LIC”

AND

<Company Name> a company incorporated under the laws of Indian Companies Act, 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 (RFP) Ref: LIC/CO/IT-BPR/BMS/RFP/2023-24, Dated: _____, 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 and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party. It may be noted that all the information shared as a part of said RFP in the form of project documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configurations onsite shall be the sole property of LIC and shall be treated with the same degree of confidentiality as that of the respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of this project engagement.

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

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

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

Without the written consent of LIC the Respondent or any of his 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. Respondent agrees to promptly inform LIC of any unauthorized disclosure of LIC's Confidential Information.

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

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

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

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

In the event that Respondent is required by law in any judicial or governmental proceeding to disclose any Confidential Information, the Respondent will give LIC prompt written notice of such request so that LIC may seek a protective order or appropriate remedy. If, in the absence of a protective order, Respondent determines, upon the advice of counsel, that it is required to disclose such Confidential Information, it may disclose such Confidential Information only to the extent compelled to do so; provided, however, that the Respondent gives LIC written notice of the portion of Confidential Information to be disclosed as far in advance

of the disclosure as is practicable and uses its best efforts, at its own expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signatory

Name:

Designation:

Office Seal:

Place:

Annexure – VIII: Template for Pre-Bid Queries

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

Annexure – IX: Conformity with Eligibility Criteria

#	Criteria	Documents to be submitted*																		
1.	The bidder should be a registered entity in India or a company/statutory body owned by Central/State Govt.	Copies of the Certificate of Incorporation Name of the Company: Date of Registration: CIN no:																		
2.	The bidder should be registered for GST	Copy of Goods and Services Tax registration certificate																		
3.	The bidder should have PAN number.	Copy of PAN card or Letter quoting PAN number and signed by Authorised Signatory of the bidder.																		
4.	The bidder should have valid ISO 9000 certification and valid ISO 27001 series certification for information security management or equivalent recognized certification.	Copy of ISO 9000 and ISO 27001 certificate, valid as on the date of bid submission.																		
5.	The bidder should be in the business of providing Bulk Mail Solution for a minimum period of three (3) years as on the date of this RFP	Copies of the Articles of Association and Memorandum of Association Self-declaration for in business of providing Bulk Mail Solution for more than 3 years.																		
6.	Bidder should demonstrate experience of providing Bulk Mail service to enterprises in India and should have provided Bulk Mail service to at least five (5) organisations in India, with at least 2 financial year revenue greater than ₹25 lacs in the last 3 financial years (2020-21; 2021-22 and 2022-23).	Copies of either the purchase order or work order or Service Contract or Work Completion Certificate or Sign Off document, along with Client Reference Format (Annexure - IV) for each organisation submitted as reference. The documentary evidence submitted should reflect the contract start date during the last 3 financial years (2020-21; 2021-22 and 2022-23)																		
7.	Bidder should demonstrate experience of processing at least 50 crores Bulk Mail transactional/promotional /OTP Email messages (annually) in India during each of the last three financial years (2020-21; 2021-22 and 2022-23)	<table border="1"> <tr> <td colspan="3">CA/Authorized Signatory certificate or Documentary evidence to the satisfaction of LIC, certifying the no. of Bulk Mail handled during each of the last three financial years (2020-21; 2021-22 and 2022-23)</td> </tr> <tr> <td colspan="3">Annual Volume of Bulk Mail messages handled (All figures in crores)</td> </tr> <tr> <td>FY</td> <td>Transactional</td> <td>Promotional</td> </tr> <tr> <td>2020 – 21</td> <td></td> <td></td> </tr> <tr> <td>2021 – 22</td> <td></td> <td></td> </tr> <tr> <td>2022 – 23</td> <td></td> <td></td> </tr> </table>	CA/Authorized Signatory certificate or Documentary evidence to the satisfaction of LIC, certifying the no. of Bulk Mail handled during each of the last three financial years (2020-21; 2021-22 and 2022-23)			Annual Volume of Bulk Mail messages handled (All figures in crores)			FY	Transactional	Promotional	2020 – 21			2021 – 22			2022 – 23		
CA/Authorized Signatory certificate or Documentary evidence to the satisfaction of LIC, certifying the no. of Bulk Mail handled during each of the last three financial years (2020-21; 2021-22 and 2022-23)																				
Annual Volume of Bulk Mail messages handled (All figures in crores)																				
FY	Transactional	Promotional																		
2020 – 21																				
2021 – 22																				
2022 – 23																				
8.	Bidder should have 3 clients on BFSI using the proposed platform by the vendor.	Copies of either the purchase order or work order or Service Contract along with Client Reference Format (Annexure - IV) for each organisation submitted as																		

		reference.															
9.	The bidder must have its own Mail Gateway infrastructure hosted from Data Centres located in India, for providing Bulk Mail services using multiple IPs to avoid blacklisting LICs Domain and should not be a reseller of bulk mailing solution.	Certificate from Authorised Signatory of the bidder, mentioning the data centre location, tier type, type of data centre service, no. of IP addresses, details of ownership of Mail Gateway setup, and confirmation that bidder is not reseller of bulk mailing solution.															
10.	Service continuity in case of technical / financial failure at the Bidder's end (a) The bidder must have its own/Colo Level-III/Tier-III DC and DR located in India with adequate redundancy to support in case of any technical failure at Bidder's end. (b) The bidder should have DR capability to send Email from at least two different seismic zones in two different geographical locations for ensuring business continuity. (c) The bidder must have Business Continuity Plan (BCP) in place for its Mail Gateway services.	Certificate from Authorised Signatory of the bidder, mentioning the data centre location, tier type, type of data centre service for DR setup, solution architecture, RTO and RPO parameters															
11.	Bidder must have minimum annual turnover of ₹ 5 crores in each of the last three financial years (2020-21; 2021-22 and 2022-23) should also have made profit (before tax) in all three financial years.	<p>Copies of Audited Financial statements to be enclosed. Please enclose a certificate confirming above figures from statutory auditors/ CA/ CFO/CS of company if, separate final accounts are not available.</p> <table border="1"> <thead> <tr> <th colspan="3">Turnover and profit (figures in INR crores)</th> </tr> <tr> <th>FY</th> <th>Annual Turnover</th> <th>Profit (before tax)</th> </tr> </thead> <tbody> <tr> <td>2020 – 21</td> <td></td> <td></td> </tr> <tr> <td>2021 – 22</td> <td></td> <td></td> </tr> <tr> <td>2022 – 23</td> <td></td> <td></td> </tr> </tbody> </table>	Turnover and profit (figures in INR crores)			FY	Annual Turnover	Profit (before tax)	2020 – 21			2021 – 22			2022 – 23		
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FY	Annual Turnover	Profit (before tax)															
2020 – 21																	
2021 – 22																	
2022 – 23																	
12.	The bidder should have positive net worth in each of the last three financial years ((2020-21; 2021-22 and 2022-23)	<p>CA/ CFO/CS certificate or Documentary evidence to the satisfaction of LIC, to prove positive net worth during last three financial years (2020-21; 2021-22 and 2022-23).</p> <table border="1"> <thead> <tr> <th>FY</th> <th>Net Worth (in crores)</th> </tr> </thead> <tbody> <tr> <td>2020 – 21</td> <td></td> </tr> <tr> <td>2021 – 22</td> <td></td> </tr> <tr> <td>2022 – 23</td> <td></td> </tr> </tbody> </table>	FY	Net Worth (in crores)	2020 – 21		2021 – 22		2022 – 23								
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13.	The Bidder should not be blacklisted on the date of bid submission by any Government / Government of India/State/UT Government/ PSUs / Banks / Any other Institution in India or	Certificate from Authorised Signatory of the bidder.															

	abroad.	
14.	The bidder (including its OEM, if any) should be Class-I/II/III local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020. This condition is for bidders/OEM who are bidding under Public Procurement (Preference) to Make in India.	Certificate of Make in India to be submitted as Per Annexure-XVI
15.	Bidder should not have any litigation against LIC or any organization which may materially impact the bidders' responsibility to implement the scope of this RFP	Undertaking signed by the Authorized Signatory of the bidder.
16.	Power of Attorney	Duly executed Power of Attorney by the Company's Board/Managing Director/Director or Board resolution in the name of the Authorized Signatory.

For and on behalf of: _____ (Bidder)

Authorized Signatory

Name:

Designation:

Office Seal:

Place:

Date:

Annexure – X: Conformity with Technical Requirements

Bidders would be considered as technically compliant only if response is YES against all the points mentioned under MANDATORY REQUIREMENTS.

Sl. No.	Description of Requirement	Response (YES / NO)	Comments (if any)
MANDATORY REQUIREMENTS			
Infrastructure			
i	The proposed hybrid model will have relay server on premise middleware and Delivery server can be on Cloud/Vendor Infra.		
ii	Proposed solution should be in OPEX model.		
iii	Should have a setup of multiple Data Centers - Disaster Recovery and Business Continuity Plan. The system should be able to handle the disaster situation. The DR site should be active in case of failure of mail site.		
iv	Bidders need to ensure requisite hardware as per sizing to match the broadcast volume of LIC. The Mass email service should be available 24 x 7 without any down time. Bidder need to facilitate multiple public IPs to address broadcasting. Any service/patch Upgradation to be performed in non-working hours.		
v	The proposed solution must support email sending through API in addition to SMTP/SMTSPS relay. The consumption of API by each application must be secured with a unique key/password.		
vi	Mass mail solution should be Web based application and compatible with cross browser i.e. Google chrome, IE, Mozilla		
vii	Service providers should ensure that mails sent from their domain / IPs do not get classified as junk mail or spam mail by leading email service providers like Gmail, yahoo, Hotmail etc.		
viii	The bidder must have its Mail Gateway infrastructure using multiple IPs for providing Bulk E-Mail services to preserve reputation of LIC's Domain.		
ix	Proposed solution should run on sufficient IPs minimum of 1000IPsso that the blacklisting of the same may be avoided and the deliveries of mails are in the inbox and services should be accessible from any location which has internet connectivity.		
x	The proposed solution should have internet based web interface and internal web interface which should have AD based authentication and no local user authentication and should have capability of delivering minimum 50 Lakhs Email per day for the entire contract period of 5 years.		
xi	Bidder will be responsible for providing software including OS for on-premises relay server including applicable licenses and related ancillary components. On-premises Hardware, software, Webserver, sufficient storage and any other software required will be provided by bidder and integration of this hardware into the entire solution and SIEM integration of the solution will be under bidder's scope.		

xii	Web based relay of Bulk-Promotional mails is to be implemented by the successful bidder.		
xiii	Relay setup should allow maximum email size of upto 2 MB.		
xiv	The expected size for the promotional mails shall be upto 200KB for 70% traffic volume.		
xv	Proposed solution should support hassle free delivery of 5,00,000 mails / hour.		
xvi	Intelligent spam manager, know spam score based on various parameters.		
xvii	Capable to send multiple mails in single XML hit.		
xviii	Email server should take daily scheduled back up.		
xix	The bidder must have arrangements/back to back tie-ups with OEM (IF ANY) to undertake all software upgrades / modifications necessary to confirm to any changes or modifications required by LIC and in compliance with Insurance regulator/Information Security Audit (in time bound manner), from time to time, during the contract period.		
Xx	Solution partner to share updated contact details of Account Manager and updated Escalation Matrix for technical team for technical support.		
xxi	The proposed solution must support SIEM integration.		
Campaign Management:			
i	To create Campaigns by copying existing Campaign and should assist in building e-marketing strategy.		
ii	To provide campaign creation facility, To View existing campaign, To Pause/Start Campaign, To Stop/Delete Campaign, To Schedule Email Campaign at date and time.		
iii	To select recipients/subscribers for email campaigns, to provide guidance/steps for creating campaign.		
iv	To provide personalize email service for single users customized personal emails i.e. welcome email, Birthday's, Anniversary etc., using the CSV/EXCEL data import in the application, for example the system will automatically sent the birthday according to the date, name available in the imported data.		
v	To provide sample templates for creating the campaigns instantly as per current market standard.		
vi	Automation Email with Journeys and flows feature for event based or trigger based.		
vii	To Test and Preview Campaign before starting. To provide the testing feature for email campaigns before final execution. The emails are tested for their content accuracy, scheduling, removal of duplicates, high volume handling and a number of other features.		
viii	Sending across sample e-mails to test email-addresses specified, before processing any batch of bulk emails received from LIC.		

ix	Scheduling of Emails, high Volume Rapid Sending, Large pools of IPs, Queue Management, auto de-dupe before sending, Test before Sending, Call back request, Send Reminders, send statements/Points.		
x	Emails broadcasting type could be one to many or one to one which depend upon the requirement.		
xi	Email Format to be in HTML or Text based(mime) as per requirement		
xii	2 MB maximum attachment can be added along with the mass mail content.		
xiii	Option to import customer email data in .CSV/EXCEL file format for importing email list required for broadcasting.		
xiv	Email templates should be optimized for mobile, tablet devices, Default templates for mass email drafting, Newsletters, polling and feedback options.		
xv	Option to Subscribe/ Unsubscribe mass emails. If unsubscribe the recipient should not receive any mail from the server till it again subscribes the same.		
xvi	All details of logs and distribution to be maintained in the system unless deleted by us.		
xvii	There should be a facility to pause/resume an on-going activity to initiate another urgent activity.		
xviii	Admin login for LIC Administrator to perform email campaign. The database uploaded by the Admin user cannot be modified and copied by other users except Super user.		
xix	Categorization of email bounces that occur on mass email sent and hard bounces should be immediately unsubscribed. In order to keep a record, all bounced data should be exported.		
xx	Spam Check: strict anti-spam policies should be enabled to check SPAM and quality to be maintained.		
xxi	The solution should support SPF and DKIM from day one.		
xxii	Interactive Email also known as Accelerator Mobile Pages for use in email messages that allows recipients of AMP emails to interact dynamically with content directly in the Email messages.		
xxiii	Brand Indicators for Message Identification (BIMI) - an email specification that enables the use of brand-controlled logos within supporting email clients. LIC's logo should be added to authenticated messages sent from LIC's domain. BIMI should be supported by major mailbox providers like Google, Yahoo, Apple, Outlook, AOL Mail etc.		
xxiv	Anti-Spam features: To make sure that authenticity of the sender is ensured. Full mailing address of sender is visible along with prominent unsubscribe button in the header and footer and 'Report as Spam' button in the header.		
xxv	Reports are required to track the campaign's performance and determine behaviour of the target audience. Sent/Open Report, Bounce Report, opt out Report, subscribe – Unsubscribe user report, Click-through, Domain-		

	wise and SPAM complaints etc. Availability of graphical report.		
xxvi	The solution should have inbuilt rate limiting functionality (same subject and same recipient like checks).		
Database Management			
i	Option to manage user database campaigns reach the maximum number of targeted audience, and bounces or duplicates are eliminated.		
ii	Option to upload subscriber information easily from .csv through Admin login, Authorized users.		
iii	Database Security – Once the database is uploaded, it gets encrypted and hence cannot be extracted or downloaded back from the front end (online account)		
iv	Database Validation – Genuine typo errors (presence of punctuation errors like comma, semi colon, absence of @ symbol, etc.), valid & invalid email ids should be detected and duplicates to be detected when a database is uploaded. They should be removed from the database, listed in a separate file and emailed back to the client. This is an automated mechanism.		
v	<p>Easy export of reports to a CSV or Same List or other list.</p> <p>(a) Supports API, HTTP, HTTPS connections.</p> <p>(b) Comprehensive report of the overall activity in Real Time</p> <p>(c) Bounces, Drops, Sent, Delivered, Opened, Clicked , Unsubscribed, Abuse</p> <p>(d) Helps you know more about the Consumer.</p> <p>(e) Browser email was opened in OS, Device, LAN IP, latency.</p> <p>(f) Access reports on WEB or simply call an API to download.</p> <p>(g) Take decisions on next course of Action for undelivered emails like retry delivery or cancel delivery.</p> <p>(h) Response given on dynamic email (like polling, feedback etc.) should reach to sender within 10 seconds of action, absolutely real time.</p> <p>(i) Detailed Logs for the entire emailing activity carried in last 3 months.</p> <p>(j) Deliver the Last minute additional info</p>		
vi	Active support is required to import master email list/criteria based email list as per Periodical requirements from time to time.		
vii	Interface required for integration of pre-existing customized PDF file (Transactional emails) pre-fit for sending it to the customers.		
viii	Interface required for integration of promotional mail content pre-fit for broadcasting and broadcasting the same.		
ix	Providing delivery assurance of the emails within a period of 24 hours for promotional emails from the receipt of go-ahead from LIC i.e.		

x	Providing periodical broadcast reports like email delivery success / failure status report/statistic report to the LIC for every batch of emails sent, on completion of the assignment time to time. The bidder should also provide management console to the Bank.		
xi	Solution provider should ensure that mails sent should not get classified as junk mail or spam mail by leading email service providers like Gmail, yahoo, Hotmail etc.		
xii	The application provided by bidder should be capable enough to handle promotional and transactional email broadcasting simultaneously.		
xiii	There should be a facility to pause/resume an on-going activity to initiate another urgent activity.		
xiv	Separate Unsubscribe options should be available for both promotional and transactional emails. The application software should have option to suppress individual email based on email or with other credentials available in the imported email list.		
xv	The support and services required for design and creating content/body of the transactional mail is the responsibility of the bidder. The content/body of the transactional mail may have images which may change time to time.		
xvi	Existing suppression list/unsubscribe list for both promotional and transactional emails will be given by the LIC and the same list should be incorporated in the application provided by the bidder.		
xvii	MIS details of sending emails and Acknowledgment etc. to be submitted to LIC at the end of the campaign.		
Access to Tools			
i	Users should have WEB access to the emailing tool and its entire feature should be given through GUI based wizard driven Configuration (Customized Look & Feel, Graphical Representation, Online / Onscreen help features, Auto scaling graph etc.).		
ii	Multiple User id for access.		
iii	Admin User should be able to create User IDs		
iv	Built-In Queue management to manage large queue.		
v	Highly scalable platform to handle large email traffic.(Bidder has to give specification that will be required like Network Bandwidth, firewall configuration so as to make necessary changes at our end)		
vi	Standardized reasons of failures.		
vii	Intelligent spam manager should provide spam score based on various parameters.		
Delivery and Reputation Management:			
i	Managing delivery in inbox and avoiding spam filters.		

ii	Managing reputation of Client Email id & associated IPs.		
iii	Regular Return Path Analysis and Blacklist monitoring reports.		
iv	Should generate the Analytical Dashboard showing the results of delivery, inbox, unread, bounce back and undelivered mail.		
v	FBL (Feed Back Loop) Association with major ISPs.		
vi	Proposed solution should provide necessary Email security.		
vii	Proposed solution should reduce risk and increase compliance with statutory and regulatory requirements.		
viii	Email virus checking should be enabled on the Bidder's Relay setup and control the outward spreading of virus from the customer's premise thus protecting our reputation.		
ix	Proposed Setup should retry delivering queued emails to destination domain within the custom expiry date of delivering message as decided by LIC. After the expiry period the campaign should be dropped.		
x	Proposed solution should ensure better delivery of emails to final destination; dedicated team should be there to monitor campaign performance, bounce mails and IP reputation		
xi	Create and send personalized email with personalized subject and attachment to every user.		
xii	Delivery reports should be generated in real time and can be viewed immediately		
Xiii	Generate relevant submission failure reasons.		
xiv	Capable to send image in encoded HTML format.		
xv	Generate Unique reference ID for every transaction.		
xvi	Generate relevant submission failure reasons.		
xvii	Implementation in co-ordination with LIC for SPF and DKIM for LIC domains in use by bulk mail vendor		
Mailing List:			
i	Copying existing Mailers.		
ii	Multiple Lists selection.		
iii	List Suppression Option.		
iv	Domain Blocking Option.		
v	Dynamic Mailing: (a) Mailing only to recipients meeting certain criteria depending on field values.		

	(b) Mailing customized contents (including hyperlinks) based on certain criteria depending on field values.		
Contents:			
	<u>Mails should have following features:</u>		
i	Customized From and Reply to field.		
ii	Multiple headers, footers creation options.		
iii	Content editing using HTML.		
iv	Option for uploading content from a file.		
v	Sending attachments.		
vi	Dynamic Content.		
vii	Personalized mailing content (capturing information from database in content).		
viii	Passing of variables (mail merge).		
ix	Survey/feedback option in emailing body.		
x	Test mail option for approval to selected participants.		
xi	Preview of mail before sending		
xii	Scheduling mail to later date and time.		
Xiii	Mailing to a specific email addresses filtered on basis of variable in emailing list.		
Reply Management:			
i	Automated subscription/Bounce/Opt-out Management		
List Management:			
i	Multiple list creation by uploading the data.		
ii	Importing data from CSV format.		
iii	The Bidder must allow LIC to send the mails to its customers on a pre-defined schedule basis.		
iv	Importing, viewing, editing all the fields of data.		
v	Exporting data from lists to CSV by admin.		
vi	Merging or de-duplication of different lists.		
vii	Bounce, subscription, opt-out filtration.		

viii	Categorizing various lists in different groups.		
ix	Survey and Feedback mail relay.		
x	Basic Validation of email ids.		
Reports and Analysis			
i	Service provider should have a dashboard which will generate detailed Email Statistics /reports. Example of reports to be generated are given below, these reports should be downloadable: (a) Email Open Rate Statistics (with email ids, date & time). (b) Email Click through Rate Statistics (with email ids, date & time). (c) Email Bounce Rate Statistics (with email ids , date & time) (d) Email landed in Junk Box. (e) Unsubscribed Emails(with email ids , date & time) (f) Email deliverability report including success, failure and delayed delivery		
ii	Options should be given to download all the Reports in CSV format with all details		
Support			
i	Proposed solution should have Operation management of the Mail Security infrastructure on a 24 x 7 x 365 basis (Online/Offline) which includes systems monitoring, fault management, backup, patch management, capacity planning, support etc.		
ii	Proposed solution should support 24 x 7 phone/email fault reporting by designated customer administrator supported with escalation to principle vendors.		
iii	Bidder need to facilitate mass email service without any down time. In case of any failure, same need to fixed immediately and alternative service needs to be facilitated.		
iv	Regular sessions for discussing the improvement in mailing performance.		
v	Proposed solution should have planned system maintenance for service upgrade, system tuning, security patch application, etc. and provide instructions and guidance to customer on connectivity to the Bidder's Relay setup.		
vi	Updated escalation matrix shall be made available to LIC once in each quarter and each time the matrix gets changed.		
vii	The proposed services should be available at least 99% of the time excluding planned downtimes.		

Privacy & Security			
i	Privacy Policy		
ii	NDA / SLA		
iii	Secured HTTP access for web/portal		
iv	Self-healing network & easier Troubleshooting.		
v	The proposed system should have adequate checks and controls to limit the access for administrative controls to authorized personnel only.		
vi	The system should be available 24*7. It should be secure and dependable. The integrity of the data being transferred must be maintained from end to end.		
vii	The Bidder should use state of the art technology available in the market. The solution should have clear technology vision and roadmap extending into the future.		
viii	Bidder should have Information Security Policy		

For and on behalf of: _____ (Bidder)

Authorized Signatory

Name:

Designation:

Office Seal:

Place:

Date:

Annexure – XI: Indicative Commercial Bid Template

Name of the Bidder: _____

Sr. No.	Item	Price (INR) excluding GST
(1)	Indicative Cost for 50,00,00,000 (Fifty Crores) Bulk Promotional and Transactional Mails	

* L1 price will be decided by the Cost for 50,00,00,000 (Fifty Crores) promotional and transactional Bulk Mail at the end of online reverse auction and payment will be made on unit MAIL cost as per actual usage on pro-rata basis.

1. The estimation given in the commercial bid for 50 crores per year is an approximate amount based on our past experience. It is necessary for evaluating the commercial bid only.
2. Payment shall be made to the successful bidder/s on the actual no. of mails delivered successfully, as per unit MAIL cost calculated on pro-rata basis (L1 Price / 50,00,00,000).
3. The above-mentioned indicative cost for MAIL solution includes all the deliverables and scope of work mentioned in this RFP.

During online reverse auction, the bidder with lowest quote will be declared as L1 bidder

I state that the above mentioned information and the relevant annexures and enclosures are true and correct.

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

Annexure – XIV: Online Tendering Guidelines

Information and Instruction to the Bidders for using ONLINE ELECTRONIC TENDERING SYSTEM (e-TS)

Special Conditions & instructions for using online Electronic Tendering System (eTS) through portal (website) <http://www.tenderwizard.com/LIC> adopted by Life Insurance Corporation of India (LIC), Central Office, Mumbai as given in the subsequent pages will over-rule the conditions stated in the Bid documents, wherever relevant and applicable.

- **Registration of the Contractors/Bidders:** All the Contractors intending to participate in the Bids floated online using Electronic Tendering System (eTS) are required to get registered on the e-Tender Portal (website) <http://www.tenderwizard.com/LIC>. After successful Registration on the above mentioned portal, the bidder will get a User ID and Password to access the website.
- **Viewing of Online Tenders:** The contractors/bidders can view tenders floated on online Electronic Tendering System (eTS) hereinafter referred as “e-Tendering System” through portal (website) at <http://www.tenderwizard.com/LIC>. They can view the details like Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download through, they need to login on to the above portal and can download the tender documents of an e-Tender.
- **Key Dates:** The contractors/bidders can view the Online Scheduled dates of e-tendering System (time schedule) hereinafter referred as “Key Dates” for all the tenders floated using the online electronic tendering system on above mentioned portal (website) <http://www.tenderwizard.com/LIC>

The bidders are strictly advised to follow dates and time as mentioned in Key Dates of a particular Bid/tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule (Key Dates) to continue their participation in the Bid/tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined.

The bidder should ensure that the status of a particular stage should be shown as “Completed” before the expiry date and time of that particular stage and they should possess a copy of receipt of completion of each stage to be performed from their end which should match with the status with their offer on online portal. It will be the sole responsibility of the bidder if the status of a particular stage is “Pending” till the expiry date and time of that stage and he is not able to proceed further in the e-Tendering process. The Key dates are subject to change in case of any corrigendum / amendment in schedule due to any reason stated by the Department.

Obtaining a Digital Certificate and its Usage:

- On e - Tendering System, the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded

language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.

- The contractors may obtain Class III digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in.or> may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic Tendering System (ETS):

E-Tender helpdesk	
Address	#24, Sudha Complex, 03rd Stage, 04th Block, Basaveshwaranagara, Bangalore - 560079.
Email	dscprocessingunit@yahoo.com

Help Desk Contact Details
E-mail& Mobile Numbers
sushant.sp@antaressystems.com +919731468511
lokesh.hr@antaressystems.com +91 9686115304

- The Bid (Online Offer) for a particular e Tender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission. In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.
- In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of agency for LIC of India, Central Office, Mumbai as per Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an "Authorization Certificate for the new user. The

procedure for application of a Digital Certificate will remain the same for the new user.

The same procedure holds true for the authorized users in a private/ Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

- Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website) through <http://www.tenderwizard.com/LIC>.

Submission of Earnest Money Deposit: (When applicable)

- Contractors have to deposit EMD of required amount in the form of BANK GUARANTEE of any of the Nationalized / Scheduled Banks drawn in the favour of the “Life Insurance Corporation of India” payable at “Mumbai” only, and not in the favour of any other Authority or Location.
- A scanned copy of Bank Guarantee against EMD should be uploaded mandatorily alongwith Bid submission stage (as per the Key Dates mentioned in e-Tender and Tender document) and original Bank Guarantee (B.G) should be submitted to the Executive Director (IT/SD; BPR/Insure Tech), Central office, Life Insurance Corporation of India, ‘Jeevan Seva Annexe’, 2nd Floor, S V Road, Santacruz West, Mumbai-400054 in the sealed envelope within the time & date as mentioned in Key Dates of e-Tender, otherwise your BID will not be evaluated / scrutinized.
- Refund of Earnest Money Deposit to the unsuccessful bidders will be made through RTGS/NEFT or Guarantee returned as applicable.

Tender Download:

- The Eligible Bidders can download the Tender Document online from above e-Tendering Portal <http://www.tenderwizard.com/LIC> before the Tender closing date & time mentioned in the e-Tender floated.

Submission of online bids:

(These may be clarified from M/s Antares (Tender wizard) as required

- The bidders are required to prepare their bids on online e-Tendering Portal as mentioned above. During bid preparation, the bidders have to send their Public Key of DSC hence they are advised to procure DSCs at earliest to participate in the e-Tender. They are required to upload the scanned copy of Bank Guarantee against EMD. Also, bidders are required to scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) and digital sign the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. They should view and note down or take a printout the Bid Hash submitted and ensure that it matches during “Re-Encryption of Bids” stage. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.

Generation of Super Hash:

- After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "Digitally signed tender Super-Hash" will be generated by concerned LIC Department official. This is equivalent to sealing the tender box.

Re-Encryption of Bids:

- Once the generation of Super Hash stage is completed the Contractors/bidders have to decrypt their bids as they are in encrypted mode by their DSC and re-encrypt with Department user's Public Key which will be included in the e-Tender. During this process they need use their DSC for decryption of Bids and signing of Bid Hash once again for security. The electronic bids of only those Contractors/bidders who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Contractor who does not submit his bid seal (hash) within the stipulated time will not be allowed to submit his bid (Re-Encryption). This stage could be considered as transfer of control to LIC Department user.
- Pre-bid discussion with all applicants as per key dates to clarify doubts of potential bidders in respect of this RFP. Any prospective bidder may, in writing seek clarification in respect of the bidding documents, However, last date of submitting clarification request shall be 2 (two) days before the schedule Pre-bid meeting.

Opening of Tender (Electronic offers):

- (a) Eligibility and Technical Bid shall be opened on the mentioned dates.
- (b) The date of opening of Price Bid shall be intimated to the Eligible Bidders.

Annexure – XV: Make in India Certificate

Bidder's Reference No. _____

Date

To,
Executive Director (IT/SD; BPR/Insure Tech),
Life Insurance Corporation of India,
Central Office, IT - BPR Department,
2nd Floor, South Wing, "Jeevan Seva Annexe",
Santacruz (W), S.V.Road, Mumbai – 400054.

Sub: RFP for Implementation & Maintenance of Bulk Mailing Solution.

Ref: LIC/CO/IT-BPR/BMS/RFP/2023-24, Dated.....

Dear Sir/Madam,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation

Seal

Annexure – XVI: Bid Securing Declaration

(Notarized on stamp paper of INR 500/-)

Ref: LIC/CO/IT-BPR/BMS/RFP/2023-24, Dated: _____

Date:

To,

The Executive Director (IT/SD; BPR/Insure Tech),

LIC of India, Central Office,

2nd Floor, Jeevan Seva Annexe,

Santacruz (W), S V Road,

Mumbai - 400 054

Sir,

I/We understand/declare that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

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

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- i. the receipt of your notification of the name of the successful Bidder; or
- ii. thirty days after the expiration of the validity of my/our Bid.

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

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

Dated on _____ day of _____ 2023.

Annexure – XVII: Manufacturer’s Authorization Form (MAF)

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

To,
The Executive Director (IT/SD; BPR/Insure Tech),
LIC of India, Central Office,
2nd Floor, Jeevan Seva Annexe,
Santacruz (W), S V Road,
Mumbai - 400 054

Sir,

Sub: Manufacturer’s Authorization Form (MAF)

We, M/s _____ who are established and
reputed manufacturers of _____ having factories/Depot at
_____ and _____ do hereby authorize
M/s _____ (Name and address of bidder)
to offer their quotation, negotiate and conclude the contract with you against the above invitation
for the Bid.

We hereby extend our commitment/ standard guarantee and comprehensive warranty as per terms
and conditions of RFP Ref: LIC/CO/IT-BPR/BMS/RFP/2023-24, Dated:, RFP for
Implementation & Maintenance of Bulk Mailing Solution and the contract for our equipment
quoted/services/software offered against this RFP.

We also extend our back to back service support and assurance for availability of our equipment,
components and consumables for hardware and updates, patches, service packs, rollups for
software as per terms and conditions of the RFP to M/s _____
for a period of the contract in the referred RFP.

Dated at _____ this _____ day of _____ 20____

Signature of the Company Secretary

Signature

Name:

Designation:

Name & Address of the company:

Seal of the Company:

***** End of Document *****