

REQUEST FOR PROPOSAL FOR WEBSITE

Design, Develop, Implement & Maintain an End-To-End Company Website Comprising Hardware, Software, Database, Tools, Including Managed Services, Cloud Services.

RFP REF NO.: LICPFL/RFP/WEBSITE/2024/01

DATE: 28/10/2024

-ISSUED BY-

LIC Pension Fund Limited.

1st Floor, A Wing, Industrial Assurance Building, Veer Nariman Road,
Churchgate, Mumbai-400020, (India)

Email Id: licpensionfund@licpensionfund.in

CIN: U66020MH2007PLC176066

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- d) This document is prepared by LIC Pension Fund Ltd. (LICPFL) for inviting bids / proposals to Design, Develop & Maintain an End-To-End Company Website and related infrastructure.
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- f) The RFP is not an offer by LICPFL, but an invitation for bidder’s responses. No contractual obligation on behalf of LICPFL, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of LICPFL and the Bidder.

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1 Instructions to Bidders

1.1 Invitation to Bid

LIC Pension Fund Ltd. (herein after referred to as 'LICPFL'), a fully owned subsidiary of the Life Insurance Corporation of India (hereinafter referred to as "LIC"), having its corporate office at 1st Floor, A Wing, Industrial Assurance Building, Veer Nariman Road, Churchgate, Mumbai – 400020, hereby invites sealed responses (hereinafter referred to as "Bid/s"), to this Request for Proposal (hereinafter referred to as "RFP") from all eligible bidders (hereinafter referred to as "Bidder/s") to meet the requirements set out in this RFP document. Details of Bid related activities are given in the Activity Schedule in clause 1.10 herein below. The formulation of the evaluation criteria, the conduct of the evaluation of the responses to the RFP and the subsequent selection of the Selected Bidder(s) shall be entirely at the discretion of LICPFL and its decision shall be final and no correspondence about the decision shall be entertained.

Submission of the Bid shall be deemed to be conclusive proof of the fact that the Bidder has acquainted himself and agrees 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 this RFP shall be rejected and returned to the Bidders. The works referred to herein shall cover the entire scope of the proposal which shall include Design, Develop & Maintain an End-To-End Company Website including the successful completion of User Acceptance Testing (UAT), smooth running and maintenance (including hardware requirement configuration, implementation of licenses, customization, attending to requests etc.) of the proposed revamp of the company website.

1.2 Qualification Criteria

Only those Bidders who meet all the qualifications mentioned in Clause 2 of this RFP document shall be eligible to participate in the RFP process.

1.3 Terms and Conditions

Responding to this RFP document and submission of the Bid by the Bidder shall be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and to the contents of the RFP along with annexures thereto, clarifications/corrigenda issued, if any, and shall be contractually binding on the Bidders. All the terms and conditions and the contents of the RFP along with the annexures thereto, clarifications issued shall from time to time, shall form the basis for:

- Any resulting contract between the Selected Bidder and LICPFL as an outcome of this RFP process.
- LICPFL reserves the right to issue clarifications, rectify errors and make amendments in the terms and conditions of this RFP document along with its annexures, at any stage in the RFP process.

1.4 Cost of Bidding

The Bidder shall be responsible for and bear all the costs incurred associated with or relating to the Bidder's participation in the RFP process and for the 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 LICPFL to facilitate the evaluation process. All such costs and expenses shall entirely and exclusively remain with the Bidder and LICPFL shall, in no manner whatsoever, be responsible or liable for any costs or other expenses incurred by the Bidder in preparation/presentation or submission of its Bid, regardless of the conduct or outcome of the bidding process.

1.5 Relationship between LICPFL & the Bidders

It is clarified that no binding relationship exists between any of the bidders and LICPFL till the execution of the Contract pursuant to the RFP process.

1.6 Information provided in the RFP

The information provided in the RFP is to the best of LICPFL's knowledge, is true and reliable on the date of it being obtained. However, the same does not purport to provide all the information necessary or desirable to enable the bidder to determine whether to participate in the RFP process. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability, and completeness of the information provided in this RFP document and where necessary, obtain independent advice. LICPFL makes no representation or warranty and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability, or completeness of this RFP document.

1.7 Existing Website

LIC PENSION FUND

About Us – Contains photo and Profile of members of Board of Directors and below that the members of different committees.

Public Disclosures –

List of Group Companies - LIC OF INDIA 31.03.2022 – pdf file

Investment Management Fees – pdf file

Risk Policy – pdf file

CSR Policy - pdf file

Investment Policy - pdf file

Stewardship Policy - pdf file

Stewardship Policy - Annual Report 2020-21, 2022-23 & 2023-24

Grievance Redressal Policy

Voting Policy

ANNUAL RETURN

Annual Return-2020-21, 2021-22, 2022-23

Voting Disclosures – Quarterly e-voting reports – pdf file

Scheme Auditor Certificate

Annual Compliance for proxy voting as at 31.03.2023, 31.03.2024

Latest NAV

Historical NAV

Annual Reports

Annual Reports pdf files from 2007-08 to 2022-23.

Contact US – Office Address & contact details.

NATIONAL PENSION SYSTEM

About NPS, Investment Options, PFRDA, NPS Trust, Intermediaries

OTHERS-

Old material

TENDERS AND QUOTATIONS

CAREER IN LICPFL

Text Box with link to Current Openings

INVESTMENT PORTFOLIO

Monthly Portfolio details – Schemewise – pdf files

FINANCIAL REPORTS

Scheme Audited Financial Report - Scheme Annual Report since 2012-13 to 2023-24

Scheme Unaudited Financial Report - Half yearly unaudited Scheme accounts of the NPS Schemes – pdf files

ACHIEVMENTS AND AWARDS

RISK-O-METER

Scrolling NAV for last working day.

1.8 Bid Processing Fee

Bidders shall submit a non-refundable bid processing fee of **Rs.11,800.00** (Rupees Eleven Thousand Eight Hundred Only). The bid processing fee is inclusive of GST of Rs.1800 (Rupees One Thousand Eight Hundred only) and shall be submitted in the form of a Demand Draft drawn on a scheduled commercial bank in favor of “**LIC Pension Fund Ltd**” payable at Mumbai, along with the Bid. Any bid submitted without the bid processing fee shall be summarily rejected. The bid processing fee (Demand Draft) is to be placed in the envelope containing eligibility and technical bids (Envelop # 1).

1.9 Earnest Money Deposit (EMD)

The Bidders shall submit, along with the Technical Bid, an **EMD of Rs.1,00,000.00** (Rupees One Lakh only) in the form of a Bank Guarantee (BG) as per the format provided in **Annexure VII-A of this RFP document**, which should be executed by a scheduled commercial bank as listed in the second schedule of the Reserve Bank of India act 1934 excluding those listed under the headings of Gramin Banks, Urban Co-op Banks and State Co-op Banks and having its branch(es) in Mumbai.

The Bidder shall also comply with the following terms & conditions in respect of EMD:

- A. The EMD shall be valid for a period of one year from the date of opening of the Technical Bid.
- B. No interest or cost shall be payable by LICPFL on the EMD.
- C. EMD shall be returned to the Selected Bidder upon submission of a Performance Bank Guarantee under clause 6.22 of this RFP.
- D. The EMD in respect of those Bidders with whom a contract is not executed under this RFP document, other Bidders such as those who are disqualified/rejected during Eligibility or Technical Bid evaluation or after commercial evaluation, shall be returned to the respective Bidder/s without interest within 30 days of publication of results of Eligibility/Technical/Commercial Bid evaluation.
- E. **EMD submitted by the Bidder may be forfeited in full or part, as decided by LICPFL, if;**
 - i. The Bidder is found to be indulging in fraudulent & corrupt practices as defined in Clause 1.24 of this RFP document, or

- ii. The Bidder withdraws or amends its Bid after submission of its Bid, or
- iii. The Bidder makes any written statement or encloses any form or furnishes any information which turns out to be false/incorrect at any time prior to signing of Contract; or

In the case of a Selected Bidder being identified,

- If the Selected Bidder withdraws its offer or fails to sign the Contract within the stipulated time or
- If the Selected Bidder fails to furnish the Performance Bank Guarantee within the stipulated period as mentioned in this RFP document
- iv. Bid submitted without an accompanying EMD or submitted with an EMD not conforming to above criteria, shall be treated as non- responsive and shall be summarily rejected by LICPFL.

Any decision taken by LICPFL in this regard shall be final, conclusive and binding on the Bidder.

1.10 Activity Schedule:

RFP Reference No. & Date	LICPFL/RFP/WEBSITE/2024/01, Date: 28-10-2024
Bid Processing Fee (Non-Refundable)	Rs.11,800.00 (Rupees Eleven Thousand Eight Hundred Only) Cost of Bid/fees 10000.00 + GST 1800.00 INR in the form of a Demand Draft drawn on a Scheduled Commercial Bank in favour of "LIC Pension Fund Ltd" payable at Mumbai. Receipt will be provided by LICPFL to Bidders.
LICPFL's Address of Communication and Bid Submission	Chief Executive Officer, LIC Pension Fund Limited, 1st Floor, A Wing, Industrial Assurance Building, Veer Nariman Road, Churchgate, Mumbai– 400020, India.
LICPFL's Website Address	https://licpensionfund.in
LICPFL's Contact/Communication Details	Email Id: licpensionfund@licpensionfund.in
LICPFL's Office Landline Contact No.	Telephone No: 022-61414503/ 022-61414506
Earnest Money Deposit (EMD)	Rs.-1,00,000 (Rupees – One Lakh Only)

Activity	Expected Date	Expected Time	Note/Remarks
Date of Notification of RFP	29-10-24		RFP for Website to be published over LICPFL's official website
Pre-Bid Meeting (Face to Face at LICPFL Head Office)	12-11-24	11.30 AM	Maximum number of .3 representatives for the Bidder are allowed for the Pre-Bid Meeting with (1) One Business Day advance intimation with the names and identity details The details of the representatives are to be sent to LICPFL's email ID.
Pre-Bid Queries- Last Date for Receiving Queries	06-11-24	05.30 PM	

Pre-Bid Response to Queries by LICPFL to Bidders	13-11-24	05.30 PM	
Bid Submission	20-11-24	03.30 PM	The subject line of the email sent by the Bidder must specify "RFP for Investment Management Solution".
Bid Opening (Eligibility and Technical Bid)	20-11-24	03.45 PM	The Eligibility & Technical Bids shall be opened by LICPFL in the presence of the Bidders/ Bidder's representatives who choose to attend the Bid opening on 29-032023 at 03.45 PM at the above-mentioned address.
Publication of Bidder's Eligibility & Technical Evaluation			Will be informed by e-mail
Commercial Bid Opening	Date and Time will be informed by e-mail		The Commercial Bids of those Bidders who qualify in the Eligibility and Technical Bid, shall be opened on the date notified by LICPFL in the presence of the Bidders/Bidder's representatives who choose to attend.

1.11 Pre-Bid Meeting & Clarifications

LICPFL shall hold a pre-bid meeting with the prospective Bidders as stated in the Activity Schedule. Up to 3 representatives per Bidder shall be allowed to attend the meeting. The Bidder shall give 1 (one) day prior intimation of the names of the Bidder's representatives to LICPFL through the mail-id for correspondence as mentioned in the Activity Schedule above.

Representatives of the prospective Bidder(s) attending the pre-Bid meeting shall have to bring their company Identity Cards for verification purposes.

The bidders shall have to ensure that all their queries are submitted as per the format mentioned in **Annexure IX- Template for Pre-Bid Queries**, hereto by the date & time mentioned in the Activity Schedule. LICPFL shall not accept queries or provide answers for any queries submitted by the Bidder after the date and time mentioned in the Activity Schedule herein above.

- Clarifications, if any, regarding the terms & conditions any error, omission, or discrepancies found in this RFP document, must be obtained by the Bidder by the date & time mentioned in the Activity Schedule. Thereafter, no representations/ queries shall be entertained by LICPFL in this regard.
- The queries should necessarily be submitted in the format provided in **Annexure IX –Pre-Bid Queries** hereto by email to the **Email id: licpensionfund@licpensionfund.in**, No other form of communication shall be entertained.
- LICPFL shall endeavor to provide a timely response to all queries. However, LICPFL shall not be responsible for ensuring that the Bidders' queries are received by LICPFL. LICPFL will however be duly acknowledging through mail all the queries received by it through mail and it shall be the prospective bidders' responsibility to ensure that their mail is duly received by LICPFL and acknowledgment issued by LICPFL is duly received by prospective bidder.

- d) At any time prior to the last date for receipt of Bids, LICPFL may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP document through clarifications/corrigendum.
- e) Any clarifications carried out in pursuance to queries received by LICPFL from Bidders will be notified to Bidders through LICPFL's website only. Clarifications (if any) issued by LICPFL at any time before the due date of submission of the Bid shall be considered to be a part of the RFP document.
- f) In order to provide prospective Bidders with reasonable time for taking the clarifications into account, LICPFL may, at any time prior to the date of Bid submission, extend the date for the submission of Bids. Any decision taken by LICPFL in this regard shall be final, conclusive and binding on the Bidder.
- g) Verbal requests for clarification made by the Bidder shall not be entertained.

1.12 Instructions for Bid Submission

The Bidders should submit their Bid along with required Bank guarantee towards the EMD, Annexures, all necessary certificates and other required documents as stated in the Clause 2 titled "Eligibility Criteria" or elsewhere in the RFP document, in two separate sealed envelopes and superscribed in the following manner:

Envelope Description	Envelope Contents
Envelope # 1 (Eligibility & Technical Bid)	Documents as mentioned in Clause 1.14 a)
Superscribed as: " Envelop # 1 : Eligibility and Technical Bid, RFP for Website ", RFP Ref. No.- LICPFL/RFP/WEBSITE/2024/01, Date: 28-10-2024, SUBMITTED BY (Bidder's Name) "	Hard Copy of required documents as well as a CD/DVD/pen drive containing soft copy of all documents should be enclosed.
Envelope # 2 (Commercial Bid)	The Commercial Bid shall be submitted as per the Template provided in Annexure X to this RFP document Note: Hard Copy as well as a CD/DVD/pen drive containing soft copy of all documents should be enclosed.
Envelope # 3 (Set of Envelope 1 & 2)	Envelope 1 and Envelope 2 with respective contents mentioned above.
Superscribed as: " Envelop # 3 : Bid for Investment Management Solution ", RFP Ref. No.: LICPFL/RFP/WEBSITE/2024/01, Date: 28-10-2024, SUBMITTED BY (Bidder's Name) "	

Please note that prices/costs must not be indicated anywhere other than in the commercial Bid. Any indication of the price/cost otherwise than in the Commercial Bid shall cause the Bid to be rejected by LICPFL forthwith with assigning any reason whatsoever, in respect of the same.

- a) All the envelopes should clearly indicate the name, address, telephone number, E-mail ID of the Bidder.
- b) All hardcopies of the Bid must be spirally bound and pages serially numbered.
- c) Each page of the Bid (inclusive of all documents and Annexures submitted as a part of Bid or called for by LICPFL) must be duly signed and stamped on each page by the Bidder, or a person duly authorized to sign on behalf of the Bidder. The signature of a person authorized to sign on behalf of the Bidder shall be accompanied by a Power of Attorney in favour of the authorized signatory or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the Bid shall sign each page, except for un-amended printed literature.
- d) The Bid may be treated as void and may be rejected if:
 - i. It is not signed by the duly authorized person in accordance with the instructions stated in the RFP document; or
 - ii. An image of signature found pasted on pages of the Bid instead of wet signature; or
 - iii. A scanned Bid is submitted.
- e) By submitting a signed Bid, the Bidder's signatory certifies that in connection with this RFP:
 - i. The Bidder's organization or representative of the Bidder's organization has arrived at the technical offer and prices in its Bid without consultation, communication, or agreement with any other respondent or with any competitor, with a view to restrict competition.
 - ii. The prices quoted in the Bid have not been knowingly disclosed and shall not be knowingly disclosed by the Bidder's organization or by any representative of the Bidder's organization, directly or indirectly, to any other respondent or to any competitor.
 - iii. No attempt has been made or shall be made by the Bidder's organization or by any representative of the Bidder's organization to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

f) Language of Bid

The RFP response/Bid prepared by the Bidder, as well as all correspondence and documents relating to this RFP Document exchanged by the Bidder and LICPFL and supporting documents and printed literature shall be in the English language only. As far as numbers and numerical are concerned, the same should be in Hindu-Arabic Numerals.

g) Bid Currencies

Prices for all the components of the response/Bid shall be quoted in Indian Rupee (INR). Any Bids **stating currencies other than INR shall be rejected forthwith and LICPFL shall not assign any** reason whatsoever in respect of the same.

h) Arithmetical errors

Any arithmetical errors shall be rectified by the Bidder on the following basis.:

- A. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall **be corrected. If there is a discrepancy between words and figures, the amount in words** shall prevail.
- B. If the Bidder does not accept the correction of errors, its bid shall be rejected by LICPFL and its EMD may be forfeited.
- i) The original Bid shall be typed on 8.27" by 11.69" (A4 size) or letter size paper in indelible ink.
- j) Ordinarily the bid shall contain no overwriting. Any correction shall be valid only if authorized signatory of the bid countersigns them.
- k) The contents of the soft copies submitted in the CD/DVD/Pen Drive and the contents of the hard copies shall be identical. Any discrepancy between the contents of the hard copy and the soft copy submitted on the CD/DVD/Pen Drive may cause the Bid to be rejected.
- l) If any deviation is observed during the Technical Bid evaluation, LICPFL may call for clarifications and may decide to accept any deviation at its discretion. The decision of LICPFL in this matter shall be final. However, this step shall be carried out before publishing the results of technical evaluation.
- m) If any compliance or clarification sought by LICPFL is not submitted within the stipulated period of time of being called for, the Bids are liable to be rejected. The above matter is entirely at LICPFL's discretion and the decision of LICPFL in this matter shall be final, conclusive and binding on the Bidder.

The Bidder shall comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the Bid summarily. LICPFL reserves the right to verify/evaluate the clause and statements made by the Bidder independently. Any decision of LICPFL in this regard shall be final, conclusive and binding on the Bidder.

Detailed information regarding the Bidder's conformity with the eligibility criteria must be submitted in accordance with Annexure II hereto.

1.13 Documents Required for Bid Submission

a. Eligibility Bid and Technical Bid (Envelope # 1) shall contains the following:

Sr. No	Document Details
1	Demand Draft worth Rs.11,800 .00 in favor of "LIC Pension Fund Ltd." payable at Mumbai
2	Annexure I: Offer Letter
3	Annexure II: Conformity with Eligibility Criteria along with supporting evidence
4	Annexure III: Bidder Organization Details
5	Annexure IV: Functional/Non-Functional/Technical Specifications of Website
6	Annexure V: Track Record of Past similar projects
7	Annexure VI: Escalation Matrix
8	Annexure VII A: Bank Guarantee for EMD.

9	Annexure VIII: Format for Non-Disclosure Agreement.
10	Annexure XII: Declaration regarding non-Blacklisting and Litigation.
11	Letter for Authorized signatory
13	Proposed Solution Stack with Bill of Materials (BOM)

b. Commercial Bid (Envelope # 2) shall contain the following:

Sr. No	Document Details
1	Annexure X: Commercial Bid

The above list of requirements is indicative. The Bidder should refer to the complete RFP document for all requirements that are required to be submitted along with Eligibility and Technical Bid and the Commercial Bid(s). The annexures to the Bid and its contents should be submitted as stated in the prescribed format only. LICPFL reserves the right to reject a Bid for non-adherence to any of the above instructions.

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

1.14 Procedure for Opening of The Bids

- a) Only those Bids which are received before the closing date and time as specified in the Activity Schedule herein above shall be opened.
- b) Envelop # 3 containing the Envelop # 1 & Envelop # 2 shall be opened in the presence of Bidders representatives and Envelop # 2 (containing commercial bid) shall be handed over to authorized official of LICPFL for safe custody.
- c) Envelope 1, containing Eligibility and Technical Bids shall be opened by LICPFL in the presence of the Bidders/their authorized representatives who choose to attend.
- d) A maximum number of 2 (Two) authorized representatives per Bidder shall be permitted to attend Bid opening event.
- e) The date and venue of the opening of the Bids shall be as per Clause 1.11 of this RFP document.
- f) After completion of evaluation of Eligibility Bid, the result containing the names of the Bidders qualifying for the Technical evaluation shall be notified on LICPFL's website.
- g) On completion of the Technical Bids evaluation, the list of shortlisted Bidders and the date, time & venue of opening of their Commercial Bids shall be notified on LICPFL's website.
- h) The Commercial Bids of only those Bidders who qualify for the Technical Bid shall be opened by LICPFL at the notified date and time in the presence of the Bidders/ their authorized representatives who choose to attend.
- i) The representatives of the Bidders should carry their photo identity card (issued by their organization) or a letter of authority bearing their photograph from the Bidder organization to identify their credentials for attending the opening of the Bids.

1.14.1 Modification and Withdrawal of the Bids

No Bid will be modified or withdrawn by a Bidder after the submission of the Bid, and all the supporting documents submitted by the Bidders shall be the property of LICPFL.

1.14.2 Clarification sought by LICPFL on Bids during Evaluation of Bids :

LICPFL may, at its discretion, ask the Bidder for clarifications on its Bid. The request for clarification and the response shall be in writing.

1.14.3 Complete Bids / Completeness of Response

- a. The responses to this RFP document 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 to this RFP document.
- b. Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexure, and other information in this RFP document carefully. Submission of the Bid/proposal shall be deemed to have been done after a 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. **Bids with insufficient information** to permit a thorough evaluation by LICPFL may be rejected.
- e. LICPFL reserves the right to verify the validity of the Bid information submitted by the Bidder, and to reject any Bid where the same appears to be incorrect, inaccurate, or inappropriate in LICPFL's estimation. LICPFL shall not be liable to assign any reason whatsoever for Bids rejected for supply of incorrect/fault or fraudulent information by the Bidder.
- f. **Bids not conforming to the requirements** of the terms and conditions of the RFP document may not be considered by LICPFL. However, LICPFL reserves the right to waive/modify any of the requirements of the Bid, in the best interests of LICPFL.
- g. **Rejection of non-compliant Bid:**
 - i. LICPFL reserves the right to reject any or all Bids based on any deviation(s) from the requirements in the RFP document; and
 - ii. Bids found with suppression of details, subjective, conditional offers, partial offers shall be rejected.

The decision of LICPFL in the evaluation of Bids shall be final.

1.15 Bid Validity Period

Bids shall remain valid for a period of 3 months from the last date of submission of the Bid. LICPFL reserves the right to reject a Bid as non-responsive if the Bid is submitted with a shorter validity

period.

1.16 Late Bids

Bids received after the date and time specified in the Activity Schedule in Clause 1.11 of this RFP document shall not be considered and shall be rejected. However, LICPFL may, at any time before last date/time of Bid submission, at its sole discretion, change the last date/time of submission of bids and LICPFL's decision in this matter shall be final. Any change in the date and time of submission of the Bids shall be updated by LICPFL on its website.

1.17 Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective solution at a competitive price. Through this Request for Proposal, LICPFL aims to select a Bidder who would provide Services during the entire contract period. The Bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP.

The Bidder is expected to commit for the delivery of the services with performance levels set out in this RFP and the Service Level Agreement clause.

The evaluation is a three-phase process

- Phase-1 : Eligibility Bid evaluation
- Phase 2 : Technical Bid evaluation
- Phase 3 : Commercial Bid evaluation

The evaluation at LICPFL will be undertaken by the Committee/s of Officials and its decision will be final.

Phase 1 : Eligibility Bid Evaluation (Annexure II- Conformity with Eligibility Criteria)

Bidders qualifying the minimum eligibility criteria, fully, as listed in annexure will only be considered for further evaluation process.

(All supporting documents to be provided wherever applicable and requested)

Phase 2 : Technical Bid Evaluation Process

Technical bids of the Bidders fulfilling minimum eligibility criteria will only be considered for Technical Evaluation. LICPFL reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder and witness demos of the system and verify functionalities, response time, etc.

Technical Evaluation will be majorly based on parameters as mentioned below,

- Organizational Profile
- Functional and technical requirements
- Technical presentation, including proposed solution, design layouts, architecture or similar
- Approach and methodology
- Reference Check

A. Organization profile

Bidders would be evaluated on the basis of their organization's maturity and expertise in the area related to the Scope of Work.

B. Proposal by Bidders

The proposal by the bidders should cover all aspects of project (technical or functional or business)

General Expectations

- Scope, requirements, and domain knowledge / understating
- Overall functional and technical architecture
- Solution and Options Proposed
- Information security architecture and measures
- Project Plan, Timelines, Team, Methodology and Approach
- Risk mitigation and Transition plan
- Testing, Quality Control/Assurance and Data Migration Methodology
- Post Implementation Support to be provided by the Bidder
- Capabilities and maturity of the organization
- Unique Values additions

The Bidders will give overview of the website proposed by the bidder.

C. Reference Check

- ✓ Bidder should provide the list of clients with similar implementation
- ✓ LICPFL requires the Bidders **to provide a minimum number of three references as requested**, in a similar environment, where the website is developed and supported.
- ✓ LICPFL may contact the references directly to gain information/feedback about the services rendered by the bidder to them.

Phase 3 : Commercial Bid evaluation (As per Commercial Annexure attached Excel Sheet)

The commercial bid would be evaluated based on “**Net Present Value of Total cost of Ownership**” basis. For the purpose of computation of Net Present Value, various scheduled payment / cash flows under the project will be discounted at the rate of 9% per annum. Further, irrespective of actual payments, discounting will be done / NPV will be calculated as at date of Website Go-Live date (WGL) presuming that all payments done towards Development of website as per the project plan (during pre-go-live phase of the project), have been done on WGL date and as such will be taken at its nominal value and will not be discounted. However, for cash flows / payments due, as per the project plan, in subsequent years of the project after WGL date, it will be presumed that all payments done or due in a project year like Year 1, Year 2 and so on will be presumed to be made at end of the respective project year and discounting will be done accordingly. To illustrate the point, all payments done or due in year 4 will be presumed to be made at the end of year 4 (irrespective of quarterly payments) and as such discounting will be done for 4 years to bring it at the level WGL date. It may be noted here that this presumption is for the limited purpose of calculation of NPV for commercial evaluation and does not in any manner bind LICPFL to any particular payments at any particular points in time in any particular mode. All payments will be made as per terms and conditions as set out in section 4 with the caption payment schedule and other conditions mentioned in the RFP elsewhere. Further, the

commercials in respect of change request management will be considered only for the purpose of commercial evaluation and price discovery purpose. Actual payment for change request will arise when duly authenticated change requests with prior approvals of commercial quotes for such change requests are placed by LICPFL with the bidder and the same are duly executed and accepted by LICPFL up to its full satisfaction. The estimated quantities as given in Annexure X are only for the purpose of price discovery and do not assure any particular level of change request volumes during the project period. Actual usage for change requests may be lower or higher than the estimated quantities indicated in Annexure X, which bidder should carefully consider while giving their commercial quotes. Further, while on the same subject, even though estimated quantities are given, their bifurcation across a project period of 7 years is not given. The entire change request cost is presumed to be incurred as at the date of application go live and as such will not be used for discounting. The nominal value of change request management will be same as NPV for the purpose of commercial evaluation. However, bidders are advised to make their own estimates as to likely occurrence, volume and timing of change request events and adjust their commercial quotes accordingly at their level. From LICPFL side, it should be understood clearly that all change requests during the project period of 7 years will be considered at the quoted rate for this item for L1, L2 and L3 resources and only quantities of usage will vary across different change requests.

The Bidder will have to submit the Commercial response only in the format specified in the Commercial bid annexure and it should be enclosed in a separate sealed envelope.

LICPFL at completely its discretion may reject the proposal of the Bidder without giving any reason whatsoever.

The Bidder with lowest Net Present Value as per Annexure-X (Commercial) out of the technically qualified Bidders, will be declared as “successful/selected Bidder”. **As such all bidders are requested to give their best commercial competitive quotes.** In case there is a tie between two or more bidders as to the lowest NPV, the same may be resolved by LICPFL by resorting to reverse online auction process for which process will be notified by LICPFL should such a situation arise.

LICPFL reserves the right to evaluate the bids on technical & functional parameters, witness demos of the system and verify functionalities etc.

1.18 Vendor Notification, Performance Guarantee and Contracting

1.18.1 Notification of successful/selected bidder

After commercial evaluation of technically qualified bidders, the L1 bidder shall be notified to be the successful bidder and shall be eligible to enter into a contract with LICPFL, subject to methodology of resolving tie, if applicable, as per commercial evaluation clause of this RFP.

LICPFL will notify successful Bidder in writing through letter or email that its Bid has been accepted. The selected Bidder must acknowledge by return email/letter in token of acceptance.

1.18.2 Performance Bank Guarantee (PBG)

The Selected Bidder (hereinafter referred as “Selected Bidder”) shall be required to submit a **Performance Bank Guarantee (PBG) equal to 10% of the total Contract Value (TCO) within 15 days** of the notification of the Selected Bidder or signing of the Contract whichever is earlier. The PBG should be as per the format provided in **Annexure VII-B** of this RFP document and should be executed by a Scheduled Commercial bank having Branch(es) in Mumbai.

If the selected bidder fails to submit Performance Bank Guarantee within the stipulated period,

LICPFL reserves the right cancel the selection of the bidder and forfeit the EMD.

The PBG should be valid for a period of **90 months** from the signing of the Contract. LICPFL reserves the right to invoke the PBG for any non-compliance of the terms and conditions of this RFP document, any failure of the Selected Bidder to discharge its contractual obligations. In the event of LICPFL incurring any loss(es) due to the Selected Bidder's negligence in carrying out the project implementation or in the event LICPFL fails to recover any amount due from the Selected Bidder to LICPFL including penalties as per the terms & conditions of the RFP document and the Contract.

The selected bidder may be required to replenish the PBG whenever LICPFL utilizes a part or whole of it within 15 days of such utilization by LICPFL.

The EMD of the Selected Bidder shall be returned without payment of costs or interest thereon, within 30 days in accordance with Clause 1.10 of this RFP document.

1.18.3 Contracting

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

LICPFL reserves the right to incorporate standard contract provision and the contract shall at all times be compliant to :

1. "Contract Agreement for selection of system integrators / implementation agencies: <http://deity.gov.in/content/rpf-standardization-model-rfps-and-guidance-notes>.
2. Provision of CVC and government of India procurements guidelines.
3. General Financial Rules 2005 for contract management http://finmin.nic.in/the_ministry/dept_expenditure/gfrs/GFR2005.pdf

LICPFL reserves the right to incorporate standard contract provisions into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day today relationships with the bidder but may not substantially alter the requirements of this RFP. Further, the successful vendor is to be aware that all material submitted in response to this RFP as well as the RFP itself, will form a part of the final contract. The selected vendors will sign a contract with LICPFL to provide the items named in their responses, at the prices listed. The contract will be subject to review throughout its term. LICPFL will consider cancellation of the contract upon discovery that the selected vendor is in violation of any portion of the contract including an inability by the vendor to provide the products, support and / or services promised in their response.

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

Signing the contract.

Post submission of performance guarantee by the successful bidder, LICPFL shall enter into a contract with the successful bidder, incorporating all clauses of RFP, all clarification and the response to the RFP of the successful bidder.

1.19 Bringing undue influence / Contacting LICPFL

No Bidder shall contact, through any means of communications, LICPFL, or its employees, on any matter relating to this RFP document or the Bid, from the time of the opening of the Eligibility/Technical Bid until the time of award of the Contract / declaration of successful bidder after technical and commercial evaluation. If the Bidder wishes to provide any additional information to LICPFL, it must do so through the designated email-id as provided in the Activity Schedule or in writing till the completion of the evaluation process of the Bids.

Any effort by a Bidder to influence LICPFL in its decisions on Bid evaluation, Bid comparison or award of the Contract may result in the Bid of such Bidder being summarily rejected.

1.20 Right to terminate the Process

1. LICPFL may terminate the RFP process at any time without assigning any reasons whatsoever. LICPFL makes no commitments, expressed or implied that this process shall result in a business transaction with any Bidder.
2. This RFP document does not constitute an offer by LICPFL. The Bidder's response to this RFP document may or may not result into selection of a Bidder(s) after completion of selection process as detailed in this RFP document.
3. LICPFL 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 decision/action.
4. LICPFL may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. The decision of LICPFL shall be final in this matter.

1.21 Disqualifications

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

- a. made misleading or false representations in the forms, statements or attachments submitted in proof of the Bidder's eligibility requirements.
- b. submitted a Bid that is not accompanied by the required documentation or is non-responsive;
- c. failed to provide clarifications related thereto, when sought by LICPFL;
- d. submitted more than one Bid in response to this RFP document;
- e. has been declared ineligible by the Government of India/State Government/Union Territory Government/ Public Sector Undertaking (s) for corrupt and fraudulent practices or has been blacklisted in respect of the same;
- f. submitted a Bid with price adjustment/variation provision;
- g. Joint Bid is not allowed.

1.22 Fraudulent and Corrupt Practices

The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, LICPFL has the right to reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (hereinafter collectively referred to as **“Prohibited Practices”**) in the evaluation process. In such an event, LICPFL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, submitted by the concerned Bidder as compensation and in place of damages payable to LICPFL for, inter alia, time, cost and effort of LICPFL, in regard to the RFP document, including consideration and evaluation of the submitted Bid.

Without prejudice to the rights of LICPFL under this Clause and the rights and remedies which LICPFL may have under the Letter of Intent (LOI) or the Agreement/Contract, if the Bidder, as the case may be, is found by LICPFL to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices during the selection process, or after the issue of the LOI or the execution of the Contract, such Bidder shall not be eligible to participate in any IT related tenders or RFP issued by LICPF for a period of 3 years from the date of such Bidder being found guilty of having engaged or indulges in Prohibited Practices. **For the purposes of this Clause, 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 monetary or other value to influence the action of any person connected with the selection process (for avoidance of doubt, offer of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of LICPFL who is or has been associated in any manner, directly or indirectly with the selection process or the LOI or who has dealt with matters concerning the Agreement/Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date of resignation of such official of LICPFL, retirement from LICPFL or if the official otherwise ceases to be in the service of LICPFL, shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOI or after the execution of the Agreement/Contract, as the case may be, any person in respect of any matter relating to the evaluation process for the RFP or the award of the Agreement/Contract, who at any time has been or is presently a legal, financial or technical Bidder/ adviser of LICPFL in relation to any matter concerning this RFP document;
- b) **“Fraudulent practice”** means a deliberate misrepresentation or omission of facts or disclosure of incomplete or false 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 LICPFL 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;
- 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.

1.23 Liquidated Damages (LD) for delay in project implementation

The Bidders need to ensure timely delivery of website as part of this RFP and prepare the solution and to keep the solution up and running. Failure to meet the deliverables within the timeframes in this RFP, the Contract or any work order issued by LICPFL, to the Bidder or according to the reasonable expectation of LICPFL, shall cause Liquidated Damages (LD) to be applied on delay in delivery of the solution (Application Go-Live).

In the event the Bidder fails to deliver under this RFP document and any subsequent document between the Bidder and LICPFL, to the Data Centre or Disaster Recovery collocation space, it may provide justifications for the delay so caused. After receipt of the Selected Bidder's notice for delay, LICPFL shall evaluate the same and may in its sole discretion extend the time for performance by the Bidder, with or without payment of liquidated damages.

The items attracting with penal rates include but are not limited to the following:

- A. **LD for delay in application Go-Live :1% of Development Cost Per week of delay, or part thereof**, in meeting website Go-Live timelines subject to maximum cap of 10% of the Development Cost.
- B. Delay due to dependency of LICPFL will be excluded at penalty calculation.

LICPFL reserves the right to grant a relaxation/grace period of a suitable period not exceeding 4 (Four) weeks for the delivery of application Go-Live on a representation by the bidder for justified reasons agreeable to LICPFL.

1.24 Delay in Bidder's Performance

- A. Website implementation (GO-LIVE) shall be made by the Bidder in accordance with the time schedule specified by in the Contract or the work orders issued by LICPFL to the Bidder.
- B. Any delay by the Bidder in the performance of his implementation/service/other obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of his PBG submitted by the Bidder, imposition of liquidated damages, and/or termination of the contract for default. However, nothing in this Clause shall apply to delays which have been excused by LICPFL.
- C. If at any time during performance of the contract, the Bidder should encounter conditions impeding timely implementation and/or performance of services, the Bidder shall promptly notify LICPFL in writing of the existence of delay, its likely duration and probable cause(s), before the scheduled delivery/installation /implementation date of the solution.
- D. LICPFL will evaluate the situation after receipt of the Bidder's notice and may at its sole discretion extend the Bidder's time for delivery/implementation.
- E. If the Bidder's request to delay the implementation of the solution and performance of services is not found acceptable to LICPFL, the Bidder shall be liable to pay penalty by way

of liquidated damages to LICPFL in accordance with Clause 1.23 of this RFP document.

- F. Delivery of the solution and performance of the services shall be made by the Bidder in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in this RFP failing which “service level agreements/SLA” clause of this RFP would be invoked.

1.25 Installation and Implementation by Bidder

- a. All professional services necessary to successfully implement the proposed solution form part of the RFP document. These services include, but are not limited to project management, training, deployment methodologies etc.
- b. The Bidder should submit as part of its Technical Bid an overview of the project management approach proposed to be adopted by it.
- c. The Bidder should ensure the quality of methodologies for delivering the services and its adherence to the quality standard.
- d. The Bidder should be willing to transfer skills to the relevant personnel of LICPFL by means of training and documentation.
- e. The Bidder should provide and implement patches / upgrades / updates for software / OS / Middleware / Database etc. as and when released by the OEM or as per requirements of LICPFL. The Bidder should bring to notice of the LICPFL all new releases and /or any /version change on a timely basis.
- f. The Bidder should obtain a written permission from the LICPFL before applying any of the patches / upgrades / updates to the proposed solution.
- g. In the event LICPFL chooses not to upgrade the software/ OS/ Middleware version proposed, the Bidder should be able to support the version of the solution available with LICPFL till the end of application support period of 5 years.
- h. All product updates, upgrades & patches should be provided & implemented by the Bidder free of cost during warranty and AMC period.
- i. The Bidder should provide legally valid software solution to LICPFL. Detailed information on the license count and type of licenses should also be provided to the LICPFL.
- j. For every request for change made by LICPFL, the Bidder should provide detailed effort estimates to the LICPFL including the code change requirements, affected applications, resource requirements, testing requirement, time required to implement the changes etc.
- k. The Bidder should provide latest versions for all the solution components LICPFL, in its sole discretion shall have the right to accept or reject such update of the solution components.

2 Eligibility Criteria for Bidders

2.1 Introduction:

This clause provides for the requirements to be fulfilled by Bidder to be considered eligible for participation in the RFP process. The requirements covered in the clause shall include but is not limited to the experience and capability of the Bidder in respect of the proposed solution to be provided to LICPFL. The Bidder shall become eligible to submit a Bid on satisfying the following **Bid qualification requirements** and on production of the required documentary evidence along with its Bid.

2.2 Bid Qualification Requirements:

The Bidder must possess all the requirements stated in **Annexure – II of this RFP document**. It is clarified that those Bids who do not qualify under the requirements mentioned in **Annexure – II**, hereunder, shall not be entertained and such Bids shall be rejected. Meeting all requirements stated in Annexure II of this RFP document does not entitle the Bidder to have its Commercial Bid opened and evaluated. The Bidder will be shortlisted after considering all technical parameters furnished by the Bidder.

The offers of bidders not satisfying the eligibility criteria are likely to be rejected.

- A. LICPFL reserves the right to accept in part or in full or reject the entire quotation and cancel the entire Bid, without assigning any reason there for at any stage of the RFP process.
- B. LICPFL shall not accept any terms and conditions from the Bidders.
- C. LICPFL reserves the right to impose and recover penalty from those Bidders who violate the terms & conditions of the RFP document including the Bidders refusal to execute an order placed on them by LICPFL for any reasons.
- D. LICPFL will notify Selected Bidder in writing through letter or email that its Bid has been accepted. The selected Bidder must acknowledge the same thru email/letter in token of acceptance.

2.3 Functional / Technical Qualification Requirements:

The proposed solution must meet the minimum Functional/Non-Functional/Technical specifications set out in **Annexure – IV of the RFP document**.

Bidder's inability to meet mandatory functional requirements shall render him to be disqualified during technical evaluation process.

3 Scope of Work

3.1 Objective

LICPFL aims to revamp an enhanced, robust website which will enhance the look and feel of the website and is meeting current application trends with best-in-class features, performance

benefits, end user friendly features with secured platform. **LICPFL is proposing to contract with “Single Vendor” (will be referred to as successful bidder) to advise, implement and operate end-to-end development and maintenance of company website as per this RFP requirement.**

LICPFL's Current/Existing website details are mentioned in 1.7 above. The existing features can be checked by visiting our website <https://licpensionfund.in>.

The data related to website is maintained by the existing website vendor.

3.2 Detailed Scope of Work

3.2.1 Features

The proposed website of the company should have the following features:

1. Responsive Web Design to support multi-channel rendering of the content on various industry acceptable browsers whether PCS, tablets, smartphones without duplication of work.
2. New revamped design
3. The design and presentation should be attractive and easy to navigate.
4. All the information available on existing website must be published along with any additional information that may come up during implementation of new website. The design and presentation can differ after approval.
5. Supports website analytics features.
6. Supports generating charts as per selected criteria of movement of NAV.
7. To educate and inform prospective buyers and existing customers the website should provide easy access to contact team members using various means like email, webchat, telephone call and use of other social media.
8. Provide information and guidance using high converting leading pages to onboard the customers.
9. Forms to accept the details for career.
10. Important website links such as NPS Trust website, PFRDA website etc.
11. For Daily NAV – Data upload facility thru Excel file or Data entry option for entering daily NAV should be provided.
12. Role based access to company's designated employees for downloading data, MIS from website.
13. Gallery to upload photos, videos etc.
14. Provision to display messages, highlights etc.
15. Scrolling banners with photos and latest NAV.
16. To record number of hits with MIS generation facility.
17. Page for RFP & Tender Management with provision to upload the documents.
18. Provision to Highlight any message, information etc. in attractive/catchy manner.
19. Provision to publish regulatory requirements.
20. Procurement/renewal of https/SSL license and implementation.
21. Website shall provide access to concurrent users with Fast loading facility.
22. Adopting the best practices for the design and development of the website.
23. A mobile-optimized website
24. The website should have multi-lingual support (English/Hindi)
25. Links to social media platform
26. Pension Projector
27. Archives of all disclosures.

3.2.2 Infrastructure

The bidder is expected to provide all necessary underlying infrastructure like Servers, Storage, Processors (CPUs), Memory (RAM), Operating System, required Database along with its licenses, Firewall, switches, data encryption and security either on a physical server located at Data Centre of the vendor or in co-location DC Space or on Cloud.

The bidder is expected to deploy following environments/components but not limited to:

1. **PR : Primary Site Location:** Production, UAT
2. **DR : Disaster Recovery Site Location :** Production
3. Firewall, Anti-virus
4. Database with necessary licenses
5. Operating System and other third-party software's/utilities with necessary licenses.
6. Dashboard for LICPFL administrator for Monitoring and generating reports, Utilization of resources, etc. both for PR and DR sites.
7. SLA monitoring with suitable reports.
8. Backup solution/Management.
9. DR Management services including replication to meet prescribed RTO/RPO and switch-ability between PR and DR and periodic DR Drills, planned as well as surprise drills.
10. Database support services.

3.2.3 Cloud Services

1. The above environments are to be deployed on the Public/VPC.
2. Bidder should provide the Application and Database Servers in HA mode.
3. The primary site of Public cloud should reside either in Mumbai or Navi Mumbai and the DR should reside in different seismic zone within India.
4. The Cloud Service Provider should be empanelled with Meity for the purpose of providing the cloud services with proper empanelment validity.
5. The data must reside with-in India only.
6. The proposed data center must be Tier III or above for better availability of cloud services.
7. The environment of Public/VPC shall comply with the respective Provisional Empanelment Compliance Requirements published by Ministry of Electronics Information and Technology, Government of India.
8. The Bidder shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage for hosting LICPFL website, Inbuilt Anti-Spam/Malware/Antivirus threats control software.
9. Compliance process to the defined international standards and security guidelines such as ISO 27001, for maintaining operations of cloud and ensuring privacy of data.
10. Provide support to the team of LICPFL or nominated agency for Optimization of resources in cloud environment for better performance and also provide physical and virtual access to the technical persons for the resolution of any issue pertaining to the operation, maintenance or rectification to keep the application running without any problem, as authenticated by LICPFL.

3.2.4 Security and Statutory Requirements

A. Certification/Compliance:

The Bidder shall comply or meet any security requirements applicable to Bidder published (or to be published) by **Ministry of Electronics Information and Technology (MeitY)**, Government of India or any standards body setup / recognized by Government of India from time to time and notified to the Bidder by regulatory and concerned authorities thru LICPFL.

The Bidder shall meet all the security requirements indicated in the **IT Act 2000** the terms and conditions and shall comply to the audit criteria defined by **STQC (Standardization Testing and Quality Certification (STQC))**.

The proposed website design must be based on and compliant with the latest industry standards. Some of such standards are listed below for reference and is not to be treated as exhaustive.

S. No.	Component/Application/System	Prescribed Standard
1	Workflow Design	WFMC/BPM Standard
2	Portal Development	W3C Specification
3	Information Access / Transfer Protocols	SOAP, REST, HTTPS
4	Interoperability	Web Services, Open Standard
5	Document Encryption	PKCS Specification
6	Information Security	ISO 27001 Certified System

3.2.5 Privacy and Security Safeguards:

- A. **Bidders must comply with, but not limited to, the following Security Controls/Standards while Implementing the Web Application. Some of the OWASP Categorized Secure Coding Practices for reference are as mentioned below:**

Information Security Controls		
General Directives: Secure Coding Practices- Web Application		
Web Application Development shall take care following OWASP Vulnerabilities		
No	OWASP Category	Vulnerability -Test Cases
A1	Injection	SQL Injection/Blind Injection
		LDAP, XPATH, OS Command Injection
		Application is vulnerable to XML External (XXE)Injection
		SSI Injection
		CSV Injection
A2	Broken Authentication and Session Management	Improper Session Management
		Session hijacking
		An adversary user session by session fixation
		No session timeout implementation
		Session ID is transmitted in URL
		Session ID doesn't change after login
		Session ID is not invalidated after logout
		Are the session cookie attributes set
		Back and Refresh attack
		Autocomplete not implemented
		Application set with weak password policy, No password lockout
		Unencrypted password sent to the server
		Hint Question brute forced on forgot password
		An adversary can bypass login by response manipulation
		Insecure Password reset & Forgot Password Mechanisms
		Forgot Password functionality not implemented properly
		Session token does not regenerate randomized token

		sensitive data stored in unencrypted view state
A3	Cross Scripting	Website Vulnerable to XSS
		Is it possible to Inject HTML tags? (HTML Injection)
		Is XSS possible using the uploaded files
		Check for DOM based XSS
A4	Insecure Direct Object Reference	Website is vulnerable to Directory Traversal Attack
		An Adversary can access sensitive data by Direct URL
		Website is vulnerable to Directory Listing
A5	Security Misconfigurations	Server Banner is HTTP Headers
		HTTP dangerous methods enabled
		Trace Method Implemented
		Error Page reveals sensitive Information
		Valid Users can be enumerated from the error messages at Login page
		Email ID's can be harvested for spamming
		Application accepts special character as user input
		Application is accessible by IP address
		Default credential by IP address
		Default credential used
		Internal IP disclosure
		Clickjacking
		Does Application store sensitive data in browser's cache?
		Missing useful HTTP Headers
		Use of a One-Way Hash without a Salt (CWE-759) Common Weakness Enumeration
		UAT contains Live Production Data
A6	Sensitive Data Exposure	HTTPS not Implemented
		Sensitive Details transmitted in URL
		Sensitive Data like PII (Personal Identical Information) Data, Card Details transmitted in Clear text
A7	Missing Access Level Control	Privilege Escalation via parameter manipulation, URL
A8	Cross Site Request Forgery	Website is vulnerable to CSRF Attack
		Anti CSRF token not implemented properly
		Previous Anti-CSRF token does not get invalidated
		In Anti-CSRF token random enough?
A9	Using Components with known vulnerabilities	Website is using old version of software / Server version / framework that has known vulnerabilities / exploits.
A10	Invalidated Redirects and forwards	Website is vulnerable to Re-Direction Attack
		An Adversary can redirect user host poisoning / Host header attack
		Sensitive Information Sent to third party websites

3.2.6 VAPT, VACA, Security Review:

The selected bidder should conduct first **VAPT audit by Cert-In empaneled VAPT Auditor** before GO-LIVE of proposed website and submit the VAPT report to LICPFL after fixing all the findings.

1. Bidders will be responsible for periodical VAPT audit and Compliance Assessment (CA) during the project tenure.
2. First such VAPT/CA Audit will happen before Go -Live and then before year end of every year during the contract period of 5 years.

3. The selected bidder will be responsible to mitigate all the identified points post VAPT audit within 72 hours.

3.2.7 Infrastructure, Application, Database security operations:

Security Operations to be able to meet the five-step process (Prepare, Prevent, Detect, Respond, Recover) under which various categorizes exist like Intrusion Detection & Prevention, Risk Assessment & Audits, Vulnerability Scanning and Remediation, Patch Management, Incident Response and Management, Investigation and Forensics.

3.2.8 Privacy:

Bidder to ensure encryption of data in rest and in motion, key management to manage, create and protect encryption key and manage encryption and decryption tasks, data integrity and data handling are addressed to meet any regulatory or departmental compliances.

3.3 Basic Role/Responsibilities of a Bidder:

This section lists down the indicative responsibilities of Bidder whose services are being procured by the bidder. **The responsibilities specific to a Bidder include but not limited to are specified as below: -**

- A. **Requirement Gathering:** Gathering requirements, including business, system and functional, from LICPFL's teams.
- B. **Requirement Mapping:** Map key functional and non-functional requirements with the optimal solutions offered by the MSP/Bidder/SI
- C. **Design & Develop application(s) / software(s)** to meet LICPFL needs / requirements.
- D. **Capacity Sizing:** Conduct Capacity Sizing and planning for applications.
- E. **Application Lifecycle Management.**
- F. **Integration Services:** for applications as per the requirement.
- G. **Test Plans:** Executing Test plans to test application functionality.
- H. **Service Change Requests** raised by the LICPFL.
- I. **Patch Management:** Up-gradation/patching application, database, OS and maintenance.
- J. **Support Services:** Providing application support in case of any technical error or glitches.
- K. Any other requirement as specified by the LICPFL
- L. **Release Management** by performing functional testing, performance testing, to provide well documented development & testing process artifacts,
- M. **Documentation:** Software Requirement Specifications (SRS), Website Design Documents (including HLD, LLD etc.), Requirements Traceability Matrices (RTM), Test Plan, Test Cases & Test Reports, Database Review Reports, Project Implementation Plan, User Manual, Deployment Guide, Installation and Delivery Reports, Warranty and Licenses Documents,
- N. **Testing Requirements:** In Addition to The Software Testing of Functionality, The Following Testing to Ensure Robust and Responsive Hardware and Infrastructure are Recommended.
 1. **Infrastructure Testing** - Various Testing Procedures Including Infrastructure (Server, Storage, and Network Infrastructure) provided on Colocation DC Infrastructure.
 2. **VM Testing** if any
 3. Storage/Disk IO Testing.
 4. Network Throughput and Latency Testing
 5. Data Replication Testing

6. Firewall Policy and Configuration Testing
 - a. Data Integrity Testing
 - b. Reverse Replication Testing
 - c. Switch Over Testing

3.4 RTO / RPO Management:

The bidder needs to maintain the below RTO and RPO parameters of the all the in-scope equipment's and software application as mentioned below:

Description	RTO / RPO
LICPFL Website	RTO: 15 Minutes RPO: 60 minutes

3.5 Penalty for RTO, RPO

Please refer to SLA clause of this RFP.

3.6 Replication:

- A. Monitor the RTO and RPO of complete solution as per LICPFL requirements.
- B. Monitor and manage the replication between the PR and the DR.
- C. Generate reports to review the performance of the replication.
- D. Ensuring the RTO and RPO are maintained of the complete solution as per the (LICPFL).
- E. Bidder must ensure using Data Replication Tool for better visibility to LICPFL and generate suitable reports to compare values as and when required related to syncing of the data between PR and DR sites.

3.7 Project Delivery Expectations from Bidder:

Milestone	Timelines	Duration (in months/weeks/days)
Finalisation of Software Requirements Specifications	2 Weeks	Entire Deliverable Within 16 (Sixteen) Weeks from The Signing Contract-MSA As Per RFP.
Approval of the Design and Development of the Website and completion of UAT	4 Weeks	
Deployment of website (GO-LIVE)	9 Weeks	
Upon Training along with user manual	1 Weeks	

3.8 Project Timeline:

- A. The successful bidder shall develop and make website Go-Live in accordance with this RFP within 16 **weeks** from the date of signing the contract (MSA) with LICPFL.
- B. This timeline shall include time for UAT and final sign off (Go-Live) by LICPFL.

3.9 Support Period:

The bidder should provide their resources on-site as per requirements to support the website management from GO-LIVE date of website.

Hardware – The bidder should ensure the warranty support from the OEM for the components of the hardware and during AMC period post warranty period.

3.10 Contract Period:

The contract period will commence on the day of signing of Master Service Agreement/Contract (MSA) by both parties and shall come to an end on completion of a period of 7 (Seven) years from the date of Go-Live. The period of 7 years from application Go-Live will be referred to as "Project Period" for the sake of convenience. The period prior to application go-live i.e. period from signing of MSA till application go-live will be referred to as Pre-project period for the sake of convenience.

At the end of the project period of 7 years from Go-Live, arrangement will be made by LICPFL to either have a fresh contract with the same bidder on revised commercial and other terms and conditions, or on-board another vendor to take over the website handling from this vendor or decide to manage the website with its own resource team. In the later two events i.e. on-boarding of another vendor or deciding to manage the project with in-house team, if there is a gap between end of project period and effective date of takeover by another vendor / LICPFL team, then the project period can be extended by LICPFL for a maximum period of six months at the same rates/commercials as applicable for the 5th year of the project period. Any extension required beyond six months will be on mutually agreed terms, conditions and commercials between the vendor and LICPFL.

3.11 Support Process Requirement:

- A. The bidder shall provide an escalation matrix in consultation with LICPFL for different categories of support calls.
- B. The support Personnel provided should be conversant with the regular Configuration from scratch, website working, administration tasks, patch management, user management, backup procedures, etc.
- C. The support Personnel should be able to troubleshoot problems raised and should maintain a log of them, also report it to LICPFL administrators in detail with **Root Cause Analysis (RCA)** and problem resolution.
- D. The support Personnel should also keep track of the issues /ticket raised through the web interface helpdesk/telephone/mail etc. and should provide the solution for the same.

- E. The bidder must do necessary implementations required from business continuity perspectives.

4 Payment Terms

Section No	Item Description	Milestone	Payment Terms
A	Development of Website	Upon submission of Software Requirements Specifications	10% of cost of
		Upon Approval of the Design and Development of the Website and completion of UAT	20% of cost of
		Upon deployment of website (GO-LIVE)	40% of cost of
		Upon Training along with user manual	20% of cost of
		Upon completion of support period	10% of cost of
B	AMC Maintenance	Subject to SLA	Payable Quarterly in Arrears

4.1 Documents to be produced for release of payment: -

The following documents are to be produced for release of payment. The list provided is illustrative and not exhaustive.

For Payment against Implementation, integration, customizations, and acceptance testing:

- A. Invoice
- B. Sign-off duly signed and stamped by the Bidder, and counter-signed by the officials of LICPFL.

In addition, the following aspects may be noted:

1. If components are not delivered within the time schedule for delivery and installation, penalty will be applicable as per SLA clause of this RFP.
2. The Vendor must present all invoices at the end of each quarter
3. Upon breach of any covenants of the SLA by the Bidder, LICPFL shall make deductions from quarterly payments made to the Bidder.

4.2 Other Terms & Conditions related to Payment:

- A. No advance payment or interest shall be made by LICPFL.
- B. LICPFL shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties and applicable taxes at source.
- C. All payment related objections must be raised by the Bidder within seven days of the settlement/payment and no objections relating to payment or settlement shall be entertained after a cure period of 3 months.
- D. LICPFL shall have the right to recover all short recoveries of tax, related cess and surcharges, interest, and penalties as per the demand note of Income Tax dept. or any other Government body or regulator.

- E. The amount against penalties, if any, shall be recovered by LICPFL from any payment due to the Vendor or from Performance Bank Guarantee, in its sole discretion.
- F. The Bidder must accept the payment terms proposed by LICPFL.
- G. LICPFL will have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder.
- H. In the event, LICPFL withholds any payment due to the Bidder, the same shall not amount to a default on the part of LICPFL.
- I. Hardware, software, and other components to be provided for execution of project should be sized for entire contract period by considering scope, functional & technical requirements of the SLAs.
- J. However, if it is found that the hardware is not sized adequately or the hardware utilization goes beyond the threshold limit as defined in the RFP, the Bidder will have to provide additional hardware at no additional cost to LICPFL to meet the performance parameters set by the Technical Committee of LICPFL.
- K. The Bidder must accept the payment terms proposed by LICPFL as proposed in this clause of the RFP.
- L. The commercial Bid submitted by the Bidder must be in conformity with the payment terms proposed by LICPFL.
- M. Any deviation from the proposed payment terms will not be accepted by LICPFL.

4.3 Rates and Taxes:

A. Rates

Any rates payable to the Vendor shall be fixed as derived from the final L1 quote and shall be exclusive of GST (or any other equivalent tax imposed on the service which is the subject of this RFP). Rates once fixed shall be valid throughout the entire contract period.

B. Taxes and Duties

The Vendor shall be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc. However, LICPFL shall reimburse GST to the Vendor for any goods and services directly supplied/rendered to LICPFL wherever applicable.

C. Deduction of Taxes at Source

1. LICPFL shall deduct taxes from the amounts due and payable to the Vendor wherever applicable.
2. LICPFL shall provide the Vendor with a statement of any taxes deducted by LICPFL on payments made under the Contract.
3. The Vendor agrees to reimburse and hold LICPFL harmless from any deficiency including penalties and interest relating to taxes including recovery of any tax

retrospectively that are its responsibility under this clause.

4. For the purposes of the Contract, taxes shall include taxes incurred on transactions between LICPFL and the Vendor.

5 Service Level Agreements (SLA)

- A. **The Bidder shall commit to maintain an uptime of 99.9% and above per quarter.**
- B. LICPFL reserves the right to review the SLA on a monthly/quarterly basis as the case may be.
- C. Any down time of the software application and associated physical DC infra, DB, network service, etc., at the Colocation DC Space and any subsequent failure to rectify the down time within the prescribed time frame will lead to penalties being levied pm the Vendor.
- D. The Bidder shall be liable for penalties for uptime maintained falling below 99.982% in one quarter.
- E. The uptime percentage will be calculated on a monthly basis and the calculated amount will be adjusted from every subsequent payment.
- F. The SLA charges/penalties will be subject to an overall cap of 10% of Total Quarterly payment and thereafter, LICPFL in its sole discretion may cancel the Contract or re-negotiate the terms and conditions. If the Bidder materially fails to meet an uptime of 99 % for three (3) consecutive months, LICPFL shall have the right to terminate the Contract. In case there are no pending invoices to be paid by LICPFL to the Bidder, the Bidder must submit a pay order/ cheque/ NEFT-RTGS payable to LICPFL within 15 days from the demand of such payment.
- G. **Validity Of Agreement:** The SLA will be valid for the project period **of 7 (Seven) years or up to extended period within the ambit of this RFP**. LICPFL reserves the right to terminate the Agreement in accordance with the terms of this RFP/ Agreement.

5.1 Incident Category and other Definitions:

A. Critical (P1):

1. A complete website down situation or critical system is down with impact on business to LICPFL.
2. Any problem due to which not able to upload **NAV on website**.
3. Failure of website due to any cyber-attack.
4. Interruption makes any functionality inaccessible or services unavailable.

B. Key (P2):

1. Any incident pertaining to user management or any problem due to which jobs related applications are getting hampered and the same has an impact on working

but not affecting NAV upload.

2. Service request sent for publishing/uploading on website but not published/uploaded within one working day.
3. Partial services not available e.g. hyperlink not working, uploaded data is not getting populated etc.

Response Time (RT): Response time is when an end user of LICPFL's website faces any challenges and raised the call/incident, the system/support team must acknowledge and own the incident and provides details to LICPFL- who is working on it and by when the call may get resolved or assigned for resolution. Tickets may be raised/generated by system monitoring tools also as part of 24*7 infra monitoring or by the Application/Infra support team, apart from Application Users.

Resolution Time with RCA (Permanent Fix): Within this time the incident /issue is assigned to dedicated people to work on it and to find out the root cause analysis so that there should not be any recurrent issues in future and the same is fixed permanently.

5.2 Delayed issue resolution:

Penalties for delay in, and accepted service levels for, issue resolution will be as follows :

S no	Category	Particulars	P1	P2
1	Response Time	SLA	30 Min	1 Hr
		Penalty for breach of SLA	Rs 10000 per 2 Hour of delay or part thereof from raising ticket	Rs 5000 per 2 Hour of delay or part thereof from raising ticket
2	Issue resolution	SLA	2 Hours	48 Hours
			Rs 10000 per block of 2 Hours or part thereof from raising ticket	Rs 5000 per block of 48 Hours or part thereof from raising ticket

If a P1/P2 ticket is raised and later switching to DR advice is given as a work around solution and the same is accepted by LICPFL team, then the same will be accepted as due work around solution closing the WAT ticket on a provisional basis provided user is able to work properly after switching to DR as per due process. However the ticket will remain open for Issue resolution with RCA.

If DR situation is accepted as part of a ticket resolution, the P1/P2 ticket under issue resolution will be closed for work around time window, but at the same time, DR ticket will be raised/opened which will be closed on successful switching to DR and accordingly incident RPO and RTO will kick-in to be measured by system tools.

While planned or surprise DR drill is take up, then also similar DR ticket will be raised and incident RPO and RTO will kick-in.

5.3 Penalties for breach of SLA for system uptime

Accepted Service Levels	Penalty
99.9% or above	NA
98% to 99.9%	5% of Quarterly AMC cost
95% to 97.99%	7% of Quarterly AMC cost
Less than 95%	10% of Quarterly AMC cost

6 Terms & Conditions of the Contract

6.1 General:

The Terms & Conditions mentioned in this section shall be applicable to the Selected Bidder (Vendor) as an outcome of the Contract entered through this RFP process.

6.1.1 Hardware sizing and completeness.

- A. All hardware (required for interface, staging, Web Server, development and training server (if any), and related hardware components) and system software components required for the project, must be included in the bill of material of the Bidder.
- B. In case, the Bidder fails to do so, and the project demands additional components at a later stage, then Bidder will have to provide additional components at no additional cost to the LICPFL Further, it must be ensure that Bill of Material for HW/SW is same as the ones for which commercials are given in Annexure-X. In case of differences between the two, the bid may be liable for correction. If an item is included in BoM submitted in the technical bid, but the same is omitted from the commercials, then bidder will be under obligation to supply the same item at his own cost.

6.1.2 Amendment/Corrigendum to bid document:

- A. At any time prior to the deadline for submission of Bids, LICPFL may for any reason either on its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid document, by way of an amendment.
- B. Amendment/s to the RFP will be notified thru LICPFL's website.
- C. The same will be binding on all prospective Bidders. In order to allow prospective Bidders with reasonable time in which to add the amendment in preparation of their Bids, LICPFL may, at its discretion, extend the deadline for a reasonable period for the submission of bids. Details of the same will be communicated and published by LICPFL accordingly.
- D. LICPFL reserves the right to change/amend any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. LICPFL will inform the Bidder about the changes, if any, before the deadline of the Bid submission.
- E. LICPFL reserves the right to extend the dates for submission of responses to this RFP document.
- F. **The Bidder shall have the opportunity to clarify doubts** pertaining to the RFP. In order to clarify any issues they may have, prior to finalizing their responses to the RFP, a detailed pre bid meeting will be held to address any questions raised by the Bidders. Responses to questions raised and any other corrections and amendments will be distributed to the bidder in electronic mail format.
- G. **Preliminary Scrutiny** – LICPFL will scrutinize the Bid to determine whether it is complete, whether any errors have been made in the Bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. LICPFL may, at its discretion, waive or condone any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and

LICPFL reserves the right for such waivers and its decision in the matter will be final.

- H. **Clarification of Offer** – To assist in the scrutiny, evaluation, and comparison of offer, LICPFL may, at its discretion, ask the Bidder for clarification of their Bid. LICPFL shall have the right to disqualify the Bidder whose clarification is not received or found not suitable to the proposed project.
- I. LICPFL will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in this behalf.
- J. **Erasures or Alterations** – Any Bid containing erasures or alterations will not be considered. There should be no hand-written material, corrections, or alterations in the Bid. Technical details must be filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. LICPFL may treat the Bids not adhering to these guidelines as unacceptable.
- K. **Right to Alter Quantities** – LICPFL reserves the right to alter the requirements specified in the RFP. LICPFL also reserves the right to alter/ modify any/some/all the requirements, as it may deem necessary, and notify the same to the Bidder before the last date for submission of response under this RFP. The Bidders should be agreeable for the same. The Bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by LICPFL for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by LICPFL in the event the market prices / rate offered by the Bidder are lower than what has been quoted by the bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to LICPFL within the contract period.

6.1.3 Sub-Contracts:

- A. As per the scope of the RFP, subcontracting is explicitly prohibited.
- B. The Bidder shall provide the software and other support and maintenance services by itself. LICPFL would have a single agreement with the shortlisted Bidder.
- C. Subject to other terms and conditions of this RFP, if the Bidder is doing any tie-up with any other Service Provider's for procuring its support, then same shall be only an internal arrangement between Bidder and such Service Provider. However, LICPFL neither endorse such action of availing the Service Provider's services nor will it permit the Bidder to relieve itself from its obligations and duties under the Agreement.
- D. The Bidder is solely and entirely responsible to LICPFL to provide solutions, services and all support as per this RFP, details should be submitted along with the bid response and purpose of tie-up. The Bidder will not be allowed to change the vendors at later stage.
- E. The Bidder is required to provide the solutions, help, and support by itself/himself.
- F. If the Bidder makes a request to LICPFL, for sub-contracting and provides the name of the sub-contractor, the same will be allowed at the sole discretion of LICPFL. The final decision to permit a Bidder to sub-contract will be at the sole discretion of LICPFL.

- G. Whether it is termed as subcontracting or service provider, it shall be understood that the same is pure service provider with the Bidder solely responsible and liable to provide the Solutions to LICPFL.

6.1.4 Conditional Bids:

- A. Conditional bids shall not be accepted on any ground and shall be rejected forthwith.
- B. If any clarification is required, the same should be obtained by the Bidder before submission of Bids.

6.1.5 General Obligations of the Parties

The Selected Vendor shall, at all times:

- A. Act reasonably in performing its obligations.
- B. Diligently perform its respective obligations.
- C. Work with LICPFL and its partners in a collaborative manner.

6.1.6 Provision of Services / Obligations of the Selected Bidder

The Vendor shall provide the Services:

- A. With due skill and care and to the best of the Vendor's knowledge and experience.
- B. In accordance with relevant industry standards, good industry practice and guidelines.
- C. In accordance with all applicable Laws.
- D. While working closely with LICPFL's staff, acting within its own authority, and abiding by directives issued by LICPFL and undertaking implementation activities.
- E. The Vendor shall abide by the job safety measures prevalent in India and shall indemnify LICPFL against all demands or responsibilities arising from accidents or loss of life due to the Vendor's negligence. The Vendor shall pay all damages arising from such incidents and shall not hold LICPFL responsible for the same.
- F. The Vendor shall be responsible for managing the activities of its Personnel and shall hold itself responsible for any misdemeanors.
- G. The Vendor shall abide by all labor laws and other government laws/rules as applicable.

6.1.7 Warranties

By way of responding to this RFP, the Bidder/Vendor warrants 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, including its Specified Personnel, have the necessary experience, skill, knowledge, and competence to perform the services.
- D. The services shall be complete, accurate and free from material faults; and
- E. If selected, it shall not, nor shall it suffer or permit any third party under its direction or control to negligently introduce into LICPFL's systems or any deliverables any harmful code.

6.1.8 Access to LICPFL's Premises:

LICPFL shall provide the necessary access to its premises to the selected Vendor on need basis, as and when required and is deemed reasonable by both parties.

6.1.9 Conduct at LICPFL's Premises:

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

6.1.10 Documentation

- A. **Provision of Documentation:** The Vendor shall provide LICPFL with comprehensive and complete documentation of project deployment, user manuals, end-to-end work flows etc.
- B. **Documentation Requirements:** The documentation must at the time of delivery:
 - 1. Be current and accurate.
 - 2. Adequately explain key terms and symbols; and
 - 3. Be in English language.

6.2 Varying the Scope of Work

6.2.1 Change Requests:

- A. The Bidder shall make the necessary changes on the website or in reports for the changes which are of industry (i.e., Pension Fund Industry) or by regulator at no extra cost to LICPFL.
- B. Changes/integrations which are mentioned in this RFP but cannot be implemented on or before GO-Live will be required to be done at a later specified date.
- C. LICPFL will not pay for any changes in the hardware or software which are necessary for continued operation of the systems. This shall include integration-related software changes if required at a later stage.

6.2.2 Contract Amendments:

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

6.3 Co-operation with Personnel and Entities Interacting with LICPFL

The Selected Bidder, shall, in the performance of the services:

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

6.4 Change in Constitution

The Vendor shall notify LICPFL of any change in the constitution of its firm in writing. Any such change in constitution shall not relieve any former member of the Vendor firm, from any liability under the Contract.

6.5 Performance Assessment

6.5.1 Assessment of Services

Each element of the services is subject to assessment by LICPFL against the relevant performance criteria.

6.5.2 Notice of Non-Compliant Services

If LICPFL considers that all or part of the services do not meet the specifications, LICPFL shall notify the Bidder/Vendor within **7 Business Days** of assessing the services against the specifications. The mode of communication shall be either by letter sent by post or courier or e-mail to the e-mail Id provided by the Vendor for communication.

LICPFL shall include reasons for the services not meeting the specifications in the notice issued in accordance with the terms herein above.

6.5.3 Rectification of Non-Compliant Services

If LICPFL notifies the Vendor that all or part of the services does not meet the performance criteria, the Vendor shall:

- A. Take all necessary steps to ensure that the services are promptly corrected.
- B. Give notice to LICPFL when the services have been corrected; and
- C. Allow LICPFL to repeat the assessment of all or part of the services against the specifications, within **10 (Ten) Business Days** after the date of the notice or such other time as agreed mutually in writing.

6.6 Intellectual Property Rights

6.6.1 Third Party Material

The 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.

6.6.2 Remedy For Breach of Warranty

If someone claims, or LICPFL reasonably believes that someone is likely to claim, that all or part of the warranted materials Infringe their Intellectual Property Rights, the Vendor shall, in addition to the indemnity and to any other rights that LICPFL may have against it, promptly, at the Vendor's expense:

- A. Use its best efforts to secure the rights for LICPFL to continue to use the affected warranted materials free of any claim or liability for infringement; or
- B. 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.
- C. The Vendor shall indemnify LICPFL against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Vendor's Solution or any part thereof throughout the Offices of LICPFL, including but not limited to the legal actions by any third party against LICPFL.

6.6.3 Patent Rights and Other Litigation Costs

- A. 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 India, the Vendor shall act expeditiously to extinguish such claim.
- B. If the Vendor fails to comply and LICPFL is required to pay compensation to a third party resulting from such infringement, the Vendor shall reimburse all expenses (court costs and lawyer fees etc) borne by LICPFL in its behalf.
- C. LICPFL shall give notice to the Vendor of such claim, if it is made, without delay as and when received by it.

6.7 Indemnity

6.7.1 Undertaking to Indemnify

The Vendor shall undertake to indemnify LICPFL from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person or other entity (including LICPFL) attributable to the Vendor's negligence or default in performance or non-performance under the contract.

6.7.2 Other Conditions of Indemnity

The indemnities shall be subject to the following conditions:

- A. LICPFL as promptly as practicable informs the Vendor in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
- B. LICPFL shall, at the cost of the Vendor, give the Vendor all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LICPFL may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense.
- C. If the Vendor does not assume full control over the defense of a claim as provided in this Article, the Vendor may still participate in such defense at its sole cost and expense, and LICPFL shall have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LICPFL shall be included in losses to be indemnified by the vendor.

- D. LICPFL shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the vendor.
- E. **All settlements of claims subject to indemnification under this Clause shall:**
 - 1. Be entered into only with the consent of LICPFL, which consent shall 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
 - 2. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
- F. LICPFL shall account to the Vendor for all awards, settlements, damages and costs (if any) finally awarded in favour of LICPFL which are to be paid to it in connection with any such claim or proceedings.
- G. If the Vendor is obligated to indemnify LICPFL pursuant to this clause, the Vendor shall, upon payment of such Indemnity in full, be subrogated to all rights and defenses of LICPFL with respect to the claims to which such indemnification relates; and
- H. If a Party makes a claim under the indemnity 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).

6.8 Limitation of Liability

Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both Parties shall not be liable, whether in contract, tort or otherwise, for any indirect or consequential loss 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 supplier/vendor to pay liquidated damages / SLA penalties to LICPFL and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract value with LICPFL under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

6.9 Obligation to Maintain Insurance

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

Further all the project assets like hardware etc. will be kept covered/insured, at all times during the project period, under comprehensive insurance policy of an insurance company duly registered with / regulated by IRDAI. However, the cost of such insurance will be borne by LICPFL and will be paid to the bidder on production of required documents. The bidder will be liable for any losses or extra cost arising out of any gap/deficiencies in procuring adequate and complete insurance cover and renew the same from time to time.

6.10 Confidentiality

The Bidder shall not, without the written permission of LICPFL make any public statements in relation to the details of Contract resulting from this RFP or the awarding of any subsequent order or Contract to the Bidder.

6.11 Protection of Personal Information

- A. **Application of the clause:** This clause applies only in cases where the Vendor deals with personal information when, and for the purpose of, providing Services under the Contract.
- B. **Obligations:** The Vendor acknowledges that it shall use or disclose personal information obtained during the course of providing services under the Contract, only for the purposes of the Contract.

6.12 Conflict Of Interest

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

6.12.1 Warranty that there is No Conflict of Interest

- A. The Vendor shall warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the Contract no conflict of interest exists or is likely to arise in the

performance of its obligations under the Contract.

B. A Vendor shall not have a conflict of interest that may affect the services.

6.12.2 Notification of a Conflict of Interest

The Vendor shall make a disclosure to LICPFL as soon as any potential conflict comes to their notice but in no case later than **7 (Seven) Days of such conflict coming into existence** and any breach of this obligation of disclosure shall be construed as conflict of interest. LICPFL shall, upon being notified by the Vendor under this clause, decide whether it wishes to terminate services of the Vendor or otherwise, and convey its decision to the Vendor within a period not exceeding **15 (Fifteen) Days**.

6.13 Security

6.13.1 Compliance with LICPFL Requirements

The Vendor and its Personnel shall comply with:

- a) All relevant information security guidelines such as LICPFL's IT security policies and procedures, PFRDA's guidelines on information and cyber security.
- b) Any other security procedures or requirements notified, in writing, by LICPFL to the selected Vendor.
- c) The Vendor shall be responsible for any loss and consequent liability arising out of any non-compliance to instructions at items mentioned above in this clause.

6.13.2 Security Clearance

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

6.13.3 Removal of LICPFL Data

The Vendor shall ensure that the vendor or its personnel or its representatives **DO NOT:**

- a) Remove LICPFL Data or allow LICPFL Data to be removed from LICPFL's systems; or
- b) Take LICPFL Data or allow LICPFL Data to be taken outside of LICPFL.
- c) Fetch LICPFL's Data manually or by any system tool in any illegal manner intentionally or unintentionally.

6.14 Books And Records

a) Vendor To Keep Books and Records: The Vendor shall:

- i. Keep adequate books and records, in accordance with Indian Accounting Standards, insufficient detail to arrive at the amounts payable to and by LICPFL under the contract.
- ii. Retain books and records as mandated by law and the same would be made available to LICPFL if asked for.
- iii. This shall be in addition to the MIS provided online.

b) Costs: The Vendor shall bear its own costs of complying with this clause.

6.15 Right to Audit

- a) It is agreed by and between the parties that the bidder shall get itself annually audited by external empanelled Auditors appointed by LICPFL/ inspecting official from the PFRDA or any regulatory authority, covering the risk parameters finalized by LICPFL/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to LICPFL and the Vendor shall submit such certification by such Auditors to LICPFL.
- b) The Vendor and or his / their outsourced agents /sub – contractors (if permitted by LICPFL) shall facilitate the same. LICPFL 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 LICPFL.
- c) Where any deficiency has been observed during audit of the service provider on the risk parameters finalized by LICPFL 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 LICPFL 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.
- d) The service provider further agrees that whenever required by LICPFL, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of LICPFL/ PFRDA and or any regulatory authority required for conducting the audit. LICPFL 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 LICPFL.

6.15.1 No Reduction in Responsibility

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

6.15.2 Survival

This clause applies for the contract period or till the termination or expiry of the Contract.

6.16 Force Majeure Condition:

- a) For purposes of this clause, "force majeure" means an event beyond the control of the Bidder excluding those involving supplier's/OEM faults. Such events may include, but are not restricted to, acts of the government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- b) In case a force majeure situation arises, the Vendor shall immediately notify LICPFL in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the implementation of the agreement.
- c) Unless otherwise directed by LICPFL in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical and shall seek all reasonable means for performance not prevented by the force majeure event.

6.17 Dispute Resolution

6.17.1 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.

6.17.2 Notification

A Party claiming a dispute has arisen must give the other parties to the dispute, notice setting out details of the dispute.

6.17.3 Parties to resolve Dispute

During the 30 days period after a notice is given under clause 6.17.2 (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 High Court of the jurisdiction of Mumbai High Court only. The provisions of the Arbitration and Conciliation Act, 1996, shall 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 shall be held at the jurisdiction of Mumbai High Court only. Any legal dispute shall come under the sole jurisdiction of Mumbai High Court only.

6.17.4 Confidentiality

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

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

6.17.5 Costs

Each Party to a dispute must pay its own costs of complying with this clause. The Parties to the dispute must equally pay the costs of the arbitrator.

6.17.6 Pre-Reference OR Pendente-Lite Interest:

- A. The Vendor agrees that neither Party shall be entitled for any pre-reference or pendente-lite interest on its claims.
- B. The Vendor agrees that any claim for such interest made by any Party shall be void.

6.18 Termination

6.18.1 Right To Terminate

If the Vendor fails to comply with the clause 6.5 for performance assessment and, if any part of the service does not meet the specifications on three or more occasions, LICPFL may (in addition to its other remedies) terminate the Contract immediately by giving the Vendor written notice of 15days.

6.18.2 Termination and Reduction for Convenience

- A. LICPFL 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, the Vendor must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect LICPFL material and contract material; and continue work on any part of the Services not affected by the notice.
- C. If the contract is terminated under the Contract, LICPFL is liable only for payments of services rendered before the effective date of termination.
- D. If the scope of the services is reduced, LICPFL's liability to pay the service charges or to provide LICPFL material abates in accordance with the reduction in the services.
- E. LICPFL is not liable to pay compensation under clause 6.18.2.“(c)” and “(d)” above.

6.18.3 Termination By LICPFL For Default

LICPFL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part if the Vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Vendor fails to perform any other obligation(s) under the Contract.

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

6.18.4 Termination for Insolvency

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

6.18.5 After Termination

On termination of the contract the Vendor must:

- A. Stop work on the services,
- B. Deal with LICPFL Material as directed by LICPFL and
- C. Return all LICPFL's Confidential Information to LICPFL.

6.18.6 Survival

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

- ✓ Clause 6.6 (Intellectual Property Rights),
- ✓ Clause 6.7 (Indemnity),
- ✓ Clause 6.10 (Confidentiality),
- ✓ Clause 6.11 (Protection of Personal Information),
- ✓ Clause 6.13 (Security) and;
- ✓ Clause 6.15 (Audit and Access)

6.18.7 Severability

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

6.18.8 Termination Does Not Affect Accrued Rights

Termination of the Contract does not affect any accrued rights or remedies of a Party.

6.18.9 Consequences of Termination of the Selected Bidder:

- A. In the event of termination of the selected Bidder(Vendor) due to any reason whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life or otherwise], LICPFL 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.
- B. The terminated Vendor shall support takeover of the solution by LICPFL, or a new vendor selected by LICPFL for continuity of the project during the period of transition. **This period of transition shall not exceed 6 (six) months from the effective date of termination.**

- C. Nothing herein shall restrict the right of LICPFL 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.
- D. 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.

6.19 Business Continuity beyond Contract Period

At the end of the Contract period the Vendor shall support takeover of the solution by LICPFL, or a new vendor selected by LICPFL for business continuity.

6.20 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.

6.20.1 Serving of Notices

A Notice must be:

- A. In writing, in English and signed by a person duly authorized by the sender; and
- B. Hand delivered or sent by prepaid post to the recipient's address for Notices, as varied by any Notice given by the recipient to the sender (the project reference should invariably be given in the notices)

LICPFL's Address for Project Specific Legal Notices:

**Chief Executive Officer,
LIC Pension Fund Limited,
1st Floor, A Wing, Industrial Assurance Building,
Veer Nariman Road,
Churchgate,
Mumbai – 400020.
email id - licpensionfund@licpensionfund.in**

- Notices served at any address other than the above shall not be treated as served or delivered.
- The successful bidder shall provide the contact details of their officials for similar communication from LICPFL.

6.20.2 Effective on Receipt

A Notice given in accordance with the contract takes effect when it is received.

6.21 Miscellaneous

6.21.1 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.

6.21.2 Waiver

Waiver of any provision of or right under the contract:

- i. Must be in writing signed by the party entitled to the benefit of that provision or right; and
- ii. Is effective only to the extent set out in any written waiver.

6.21.3 Relationship

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

6.21.4 Announcements

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

6.21.5 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 Mumbai High Court only.

6.22 Performance Guarantee

- A. The proceeds of the Performance Bank Guarantee shall be payable to LICPFL as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract.
- B. The Performance Bank Guarantee shall be discharged by LICPFL and returned to bidder / issuing Bank with intimation to the Vendor not later than 60 days following the date of completion of the Vendor's performance obligations under the contract.
- C. In the event of any Contract amendment, the Vendor shall within fifteen days of receipt of such amendment, furnish the amendment to the Performance Bank Guarantee rendering the same valid for the duration of the Contract as amended plus 60 days after the completion of performance obligations.

6.23 System Acceptance & Solution Acceptance

- A. System acceptance test shall be done by the vendor onsite at LICPFL.
- B. If the results of the onsite UAT are not acceptable to LICPFL, it shall be the Vendors' responsibility to improve the software, implementation, and configuration to meet the expected performance at no cost to LICPFL.
- C. Entire solution acceptance tests for Go-Live is a must and the entire system shall be tested:
 - 1. For each and every functionality,
 - 2. Whether the solution is capable to cater all the requirements mentioned in the RFP.
- D. The acceptance-testing period shall be mutually agreed upon between LICPFL and the Vendor but must cover no less than thirty (30) trouble free calendar days.
- E. If there are any software failures or misconfigurations that occur during this period, the Vendor must take all necessary actions to correct the failure, and then the thirty (30) day trouble free period shall restart.
- F. The acceptance test period shall be part of the implementation plan.
- G. The Vendor must agree that failure on the part of the Vendor to correct a functional or technical deficiency in the Vendor's Solution shall be deemed to be a total failure and LICPFL, at its option, may terminate the acceptance test and cancel the contract.
- H. The Solution acceptance test shall check for SLA's mentioned in this RFP, in case if the solution is not able to monitor and meet the SLA's, vendor is supposed to provide additional/improved software, implementation and configuration so as to monitor and meet the defined SLAs.

6.24 Data Center Access -Tenancy Rights to LICPFL

- A. Bidder has to ensure the entire material as per BOM/BOQ but not limited to RFP Scope should be procured under the name and ownership of LICPFL all the time.
- B. Here in this regard, though bidder is going to make contract binding and agreements for Colocation Data Center Services with tenancy in the name of LICPFL, Bidder needs to ensure LICPFL reserves primary rights as Tenant and hence LICPFL shall have access to the tenant space in colocation DC& DR (24*7) subject to terms and conditions of this RFP.

6.25 Escrow Services

Bidder must enter an escrow agreement with renowned, trusted escrow service provider in agreement with LICPFL.

LICPFL reserves rights to make amendments and addition to the agreement /terms/guidelines as and when required by regulator and LICPFL's Management.

6.26 Business Continuity

Vendor should have viable business continuity plan. The same may be shared by vendor with LICPFL, if required.

Mumbai
28th of October, 2024.

(Signed)
Managing Director and CEO

7 Appendices

7.1 Appendix I - Definitions

LICPFL	Means without limitation the “LIC Pension Fund Limited”, a fully owned limited company of Life Insurance Corporation of India, having its Corporate Office at 1st Floor, A Wing, Industrial Assurance Building, Veer Nariman Road, Churchgate, Mumbai 400020.
Bidder	An eligible firm i.e., firm fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual right.
RFP	This Request for Proposal Ref. No: LICPFL/RFP/Website/2024/01, Dated: 28-10-2024 for Development and Maintenance of Website inclusive of any clarifications/corrigenda/addenda that may be issued by LICPFL.
Bid	The Bidder’s written submissions in response to the RFP signed by its Authorized Signatory.
Contract	An Agreement signed between LICPFL and the Selected bidder and all the attached documents. The “Agreement” includes the RFP, subsequent modifications to the RFP issued by LICPFL, response of the selected bidder to the RFP and the agreement document itself.
Vendor	Selected/ Successful Bidder as an outcome of the RFP with whom LICPFL signs the Contract.
Authorized Signatory of the bidder	The person authorized by the bidder through a valid Power of Attorney by the company’s Managing Director/Director who has powers to delegate the Power of Attorney or the Board Resolution appointing him as authorized signatory for signing the bid documents on behalf of the bidder.
Timelines	Wherever Timelines have been defined as days, weeks, months; they shall mean calendar days, calendar weeks and calendar months.
Business Day	Shall be construed as a day excluding Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Government or Central Government of India
Clarifications	Means Addenda, Corrigenda and Clarifications to the RFP
Contract Value	The grand total of the L1 prices after conclusion of online reverse auction.
L1 quote	Lowest Price discovered through the Commercial Evaluation
L1 Bidder	Bidder with L1 quote
Requirements	Shall mean statements which identify a necessary capability, characteristic, attribute or quality of a system and include schedules, details, description, and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP.
Specifications	Means all the functional, technical, operational, performance or other characteristics/requirements of a Product or Service as mentioned in the RFP document or any of the annexure or clarifications to the RFP document.
“Party” and “Parties”	Each of the parties i.e. LICPFL and Selected bidder are collectively referred to as the ‘Parties’ and individually as a ‘Party’.
Law	Shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and / or the Government of any state or any other Government or regulatory authority.
Personnel	Means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof as per the specifications of this RFP.
SIT	System Integration Testing– Testing of software components to ensure all software module dependencies are functionally supported and that data integrity between separate modules or applications is maintained.
UAT	User Acceptance Testing – The final phase in software development process in which the software shall be tested for functionality by users to ensure it can handle required tasks in real-world scenarios according to the specifications.
LICPFL	Means LICPFL- LIC Pension Fund Limited.

7.2 Appendix – II Abbreviations

Abbreviations	Description	Abbreviations	Description
#	Serial Number	GOI	Government of India
AMC	Annual Maintenance Contract	Meity	Ministry of Electronics and Information Technology
PC	Personal Computer	NPS Trust	National Pension Scheme Trust
CD	Compact Disk	BFSI	Banking, Financial Services and Insurance
EMD	Earnest Money Deposit	MF	Mutual Fund
FLM	First Line Maintenance	VAPT	Vulnerability Assessment and Penetration
IT	Information Technology	CA	Compliance Assessment
ITB	Instructions to Bidders	APM	Application Performance Management
LOI	Letter of Intent	WAT	Work Around Time
MS	Microsoft	RCA	Root Cause Analysis
NDA	Non-Disclosure Agreement	EITM	Enterprise IT Management
IPR	Intellectual Property Rights	ITSM	IT Service Management
CMS	Content Management System	BPM	Business Process Modeling
ATS	Annual Technical Support	LD	Liquidated Damages
PAN	Permanent Account Number	RPO	Recovery Point Objectives
INR	Indian Rupee	HVAC	Heating, Ventilation Air Conditioning
DC	Data Centre	RFP	Request for Proposal
BG	Bank Guarantee	SIEM	Security Incident and Event Monitoring
BOM	Bill of Material	RAM	Random Access Memory
PFDA	Pension Fund Regulatory Development Authority	CPU	Central Processing Unit
MSP	Managed Service Provider	BIOS	Binary Input Output System
MAF	Manufacturer's Authorization Form	HA	High Availability
CRA	Central Recordkeeping Agency	PR DC	Primary Data Center
AWS	Alternate Work Site	DR	Disaster Recovery
PWL	Primary Work Location at LICPFL Head Office	AWL	Alternate Work Location at Santacruz Mumbai
MSA	Master Service Agreement	FMS	Facilities Management System
HLD	High Level Design	AMS	Application Management System
LLD	Low Level Design	AD	Active Directory
LICPFL	LIC Pension Fund Ltd	LDAP	Lightweight Directory Access Protocol
ITIL	Information Technology Infrastructure Library	MFA	Multi Factor Authentication
PKCS	Public Key Cryptography Standards	SSO	Single Sign On
WFMC	Workflow Management Coalition	SMS	Short Message Service
RTO	Recovery Time Objective	Email	Electronic Mail
W3C	World Wide Web Consortium (W3C)	SMS	Short Message Service
IMS	Investment Management Solution	Email	Electronic Mail
OEM	Original Equipment Manufacturer	POVALUE	Purchase Order Value
OS	Operating System	POC	Proof Of Concept
PBG	Performance Bank Guarantee	POS	Point of Sale Terminal
PC	Personal Computer	RFP	Request for Proposal
PDI	Pre-Dispatch Factory Inspection	SI	System Integrator
PO	Purchase Order	SLA	Service Level Agreement
SLM	Second Line Maintenance	SPOC	Single Point of Contact
SNR	Site Not Ready	GST	Goods and Services Tax
WGL	Website Go-Live		

8 Annexures

8.1 Annexure I- Offer Letter

To,
Chief Executive Officer,
LIC Pension Fund Limited,
1st Floor, A Wing, Industrial Insurance Building,
Veer Nariman Road, Churchgate, Mumbai – 400020.

Sir/Madam,

RFP Ref. No: LICPFL/RFP/Website/2024/01, Dated 28-10-2024 for Website

Having examined the RFP document, terms and conditions including all Annexures the receipt of which is hereby duly acknowledged we, the undersigned, offer to supply, deliver, install, maintain, manage solution/equipment / devices / appliances, in conformity with the said RFP documents in accordance with the schedule of prices attached in the commercial bid and made part of this tender.

We hereby agree and accept all the clauses/terms and conditions mentioned in the **RFP dated 28-10-2024** and subsequent modifications.

We understand that,

- 1) LICPFL is not bound to accept the lowest or any bid received and may reject all or any bid.
- 2) If our Bid for this RFP/tender is accepted, we undertake to enter into and execute at our cost, when called upon by LICPFL to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- 3) If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- 4) If we fail to accept the L1 price arrived at on the basis of commercial bid and/or Online Reverse Auction (despite having accepted the terms and condition for the same in our bid document), LICPFL has full rights to forfeit the earnest money deposit (EMD) of Rs.10,00,000/- (Rupees Ten Lakhs) submitted to LICPFL by us after the bidding process is complete. LICPFL shall reserve the right for not informing us/seeking our permission before doing so.

Dated at _____ this _____ day of _____ 2024.

Thanking you,

Yours faithfully

Authorized Signatory,

For _____ (Company Name)

8.2 Annexure II- Conformity with Eligibility Criteria

RFP Reference No: LICPFL/RFP/Website/2024/01, Date: 28-10-2024 for Website

Name of the Bidder: _____

#	Eligibility Criteria	Details of Compliance document attached	Page No.
1	a) The bidder should be a registered entity in India. Bidder must be registered entity under Companies Act, 1956, OR b) A company/statutory body owned by Central/State Govt.	a) Certificate of incorporation /registration b) Valid GST registration certificate Note: For Statutory bodies/Govt. undertakings proof of ownership by Authorized personnel.	
2	a) Copies of PAN (Permanent Account Number) b) Copies of TAN (Tax Deduction Account Number)	Copies of the PAN and TAN to attach	
3	Bidder must be registered entity under Companies Act, 1956,	Copy of the Certificate of Registration Under Companies Act to be attached	
4	Annual turnover of the firm should not be less than Rs.2 (Two) crores in any one year of last three financial years. (i.e. 2021-2022, 2022-2023 and 2023-2024).	Audited accounts statements for the same have to be attached.	
5	The bidder should have a minimum of three years of experience in Development and maintenance of website in Bank, Insurance, Mutual Fund or Pension Fund companies. a. At least One Development and implementation should have been done during last three financial years (Date of implementation will be Date of Go-Live) and b. The bidder should be maintaining the website for at least three clients as on date of response to this RFP.	Copies of purchase orders / suitable documentary evidence	
6	The bidder should not have been blacklisted by any of Government Authority or Public-Sector Undertaking (PSUs). In case, in the past, the name of their Company was blacklisted by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the blacklist as on date of submission of the tender, otherwise the bid shall not be considered. Bidder should not have any litigation with any organizations which may materially impact the bidders' capability to implement the scope of this RFP.	Self-Declaration should be submitted in Annexure - XII	
7	Bidder should have been making profit before taxes during at least two out of the three financial years immediately preceding the date of this RFP (i.e. 2021-2022, 2022-2023 and 2023-2024).	The copies of Profit and Loss Statements for the relevant years, duly attested by the authorized Signatory of the Company and Certificate from the Chartered Accountant of the company should be submitted along with Name and Seal.	
8	Authorization From Colocation DC (if proposed)	Authorization Letter from Colo DC Service Provider	
9	Bidder must be duly compliant with ISO 9001:2015, Information Security Management System ISO 27001:2013 standards.	Certificate Copies of ISO Certificates	

10	The bidder should have at least 25 employees on roll as on 31st March 2024.	Certificate from Authorized official of Company.	
11	Bidder should be maintaining the website in at least 3 companies in Banking or Insurance or Mutual Fund or Pension Fund industry companies as on 31st March 2024.	Certificate / Letter from such company on their letterhead.	

Authorized Signatory Name:

Designation:

Office Seal:

Place & Date:

8.3 Annexure III - Bidder Organization Details

RFP Reference No: LICPFL/RFP/Website/2024/01, Date: 28-10-2024 for website

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

#	Item	Details
1	Full Legal Name of The Bidder	
2	Year Of Establishment	
3	Registered Office Address	
4	Address For Correspondence	
5	Authorized Person(S) To Be Contacted	
6	Telephone Number(S)	
7	Email Id	
8	Type of the Firm/Private Limited/Public Limited/Government Sector/Other	
9	Whether Registered Under Companies Act or Any Other Act	
10	Registration Number & Date	

For, and on behalf of:(Bidder)

Authorized Signatory Name:

Designation:

Office Seal:

Place:

Date:

8.4 Annexure IV: Functional/Non-Functional/Technical Specifications of Website

RFP Reference No: LICPFL/RFP/Website/2024/01, Date: 28-10-2024 for Website

Name of the Bidder:

Sr. No.	Technical requirements (Bidder must meet the listed minimum requirements to qualify)	Bidder's Compliance (Yes/No)	Bidder Remarks if any
1	Is design of the website done by you?		
2	Number of concurrent visitors supported (<i>give maximum peak hits and average numbers</i>)		
3	What would be the features and strategies adopted by the bidder on the following		
	a. Website design		
	b. Website management maintenance		
	c. uptime/availability strategies		
	d. Security management		
	e. back-up system		
	f. disaster recovery and business continuity plan		
4	Proposal including timeframe to get the website fully up		
5	Proposal including time frame to implement suggestions.		
6	Will provide complete security services for the website including anti-phishing		
7	Understanding the requirement, Ideation and adequacy of proposed approach & methodology about Development Foundations and the website related requirements of a Company.		
8	Staff / Technical team and other resources availability with bidder A. UI /UX Designer B. Developer C. Graphic Designers		
9	Implementation On -		
	a. Server placed at Co-location Data Centre/ own Data Centre		
	b. On Cloud		

8.5 Annexure V: Track Record of Past Similar Projects

RFP Reference No: LICPFL/RFP/Website/2024/01, Date: 28-10-2024 for Website

Documentary evidence like Purchase Orders, Copies of the Service Contracts or Work Completion certificates from the client organization confirming successful Development, Implementation and Maintenance of Website or similar project with them to be submitted with following details. LICPFL reserves the right to inspect such projects while evaluating the Technical Bid.

Service Offered: Development, Implementation and Maintenance of Website.

Details in the following table to be furnished for each client.

1	Details of ordered work	
2	Order No. & Date	
3	Name & details of ordering entity	
4	Number of devices/user licenses	
5	Date of Commencement	
6	Date of Completion	
7	Contract value of ordered/executed work	
8	Whether order executed as per stipulated work completion schedule or not	
9	Details for reference check (Contract details and email id of contact person of the concerning firms (details may be given in a separate attachment). Minimum three references are required for verification)	
10	Remarks	

For and on behalf of:(BIDDER)

Authorized Signatory Name:

Designation:

Office Seal:

Place:

Date:

8.6 Annexure VI: Escalation Matrix

RFP Reference No: LICPFL/RFP/Website/2024/01, Date: 28-10-2024 for Website

Name of the Company: _____ (Delivery /Installation Related Issues)

Sr.No	Name	Designation	Level	Office Address	Phone No	Mobile No	Fax No	Email ID
1		Support Level One-SPOC	One					
2		Team Lead-Project Manager	Second					
3		Service Delivery Manager/Regional Manager	Third					
4		Country Head Contact (if response is not received in 1 week)	Fourth					

Name of the Company: _____ (Service /Support Related Issues)

Sr.No	Name	Designation	Level	Office Address	Phone No	Mobile No	Fax No	Email ID
1		Support Level One-SPOC	One					
2		Support Team Lead-Project Manager	Second					
3		Support Service Delivery Manager/Regional Manager	Third					
4		Country Head Contact (if response is not received in 1 week)	Fourth					

8.7 Annexure VII-A: Bank Guarantee Format for EMD

This Deed of Guarantee executed by the _____ (Bank name) a Scheduled bank within the meaning of the Reserve bank of India Act and carrying out banking business including guarantee business at Mumbai and other places having its head office at _____ (hereinafter referred to as "the Bank") in favour of LIC Pension Fund Limited, a fully owned company of L.I.C. of India and having its Corporate Office at 1st Floor, A Wing, Industrial Assurance Building, Veer Nariman Road, Churchgate, Mumbai – 400020, for an amount not exceeding Rs.1,00,000/- (Rupees One Lakh only) at the request of (Vendor Name & Address) _____ (hereinafter referred to as the "Vendor").

This Guarantee is issued subject to the condition that the liability of the bank under this Guarantee is limited to a maximum of Rs. 1,00,000/- (Rupees One Lakh only) and the Guarantee shall remain in force up to _____ date (valid for a period of _____) and cannot be invoked, otherwise than by a written demand or claim under this guarantee served on the bank on or before _____ (Date) by LIC Pension Fund Limited.

Whereas _____ (Vendor's name) having its head office at _____ (address), is participating in the RFP Ref. No: RFP Reference No: LICPFL/RFP/Website/2024/01, Date: 28-10-2024 for Website and subsequent modifications and whereas the bank _____ (name and address) has agreed to give on behalf of the bidder a Guarantee towards Earnest Money Deposit (EMD).

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the bidder, upto a total amount of Rs. 1,00,000/- (Rupees One Lakh only) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default as per the terms and conditions of the RFP Ref. No: LICPFL/RFP/IMS/2023/01, Dated 27-02-2023 for Investment Management Solution (IMS) and without cavil or argument, any sum or sums as specified by you within the limit of Rs. 1,00,000/- (Rupees One Lakhs only) as aforesaid, without your need to prove or to show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

1. The bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise.
2. Our liability under this guarantee is restricted to a sum of Rs. 1,00,000/- (Rupees One Lakh only).
3. The bank Guarantee will be valid for a period up to _____. (Note: **Validity of BG should be one year from the date of submission of BG to LICPFL**, including the claim period).
4. A written claim or demand for payment under this bank Guarantee is the only condition precedent for payment of part/ full sum under the guarantee to LICPFL.
 - i. LICPFL need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

DATED AT THIS DAY OF 2024

SEALED & SIGNED BY BANK

8.8 Annexure – VII-B: Bank Guarantee Format for Performance Bank Guarantee (s)

This Deed of Guarantee executed by the _____ (Bank name) “A Scheduled bank within the meaning of the Reserve Bank of India Act and carrying out banking business including guarantee business at Mumbai and other places “having its head office at _____ (hereinafter referred to as “the Bank”) in favour of LIC Pension Fund Limited, 1st Floor, A Wing, Industrial Assurance Building, Veer Nariman Road, Churchgate, Mumbai 400020, (hereinafter referred to as “LICPFL”) for an amount not exceeding Rs. ____/- (Rupees ____ only) at the request of “Vendor Name & Address” _____ (hereinafter referred to as the “Vendor”).

This guarantee is issued subject to the condition that the Liability of the Bank under this guarantee is limited to a maximum of Rs. ____ (Rupees ...in words), and the Guarantee shall remain in force for a period up to ____ (date) and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the Bank on or before _____ (date) by LICPFL.

Whereas _____ (Vendor’s Name) having its head office at _____ has been selected as the vendor by LICPFL as per terms and conditions mentioned in the tender document/ RFP Ref. No: RFP Reference No: LICPFL/RFP/Website/2024/01, Date: 28-10-2024 for Website.

And whereas the _____ (name & address of the Bank) has agreed to give on behalf of the Vendor a guarantee (Performance Bank Guarantee), 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 In words) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract and without cavil or argument, any sum or sums as specified by you within the limit of Rs. ____ (Rupees In words) as aforesaid, without your need to prove or show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREINABOVE:

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

- Our liability under this guarantee is restricted to a sum of Rs. ____ (Rupees In words....).
- The Bank Guarantee will be valid for a period up to _____
- A written claim or demand for payment under this Bank Guarantee is the only condition precedent for payment of part/full sum under the guarantee to LIC Pension Fund Ltd.
- LICPFL need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

DATED AT THIS DAY OF 2024

SEALED & SIGNED BY BANK

8.9 Annexure-VIII: Format for Non-Disclosure Agreement.

To be executed over Rs.250 Stamp/Franked paper & notarized: (No deviations in wordings permitted)

Non-disclosure Agreement (NDA)

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

BY AND BETWEEN

LIC Pension Fund Limited with registered office at 1st Floor, A Wing, Industrial Assurance Building, Veer Nariman Road, Churchgate, Mumbai 400020, hereinafter referred to as “LICPFL”

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**”.

LICPFL 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 LICPFL’s Request For Proposal (RFP) RFP Ref. No: RFP Reference No: LICPFL/RFP/Website/2024/01, Date: 28-10-2024 for Website, the Respondent may be gathering information on LICPFL’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 LICPFL and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LICPFL.

WHEREAS, Respondent agrees to receive the Proprietary Information or other information from LICPFL and treat all such information as confidential information and to safeguard LICPFL’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 LICPFL 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 LICPFL.

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, consultant’s reports, trade secrets, proforma and other financial and trade/commercial information, computer models and programs, contracts, planned designs and configurations, planned performance data or other material of any kind or nature in whatever form. It may be noted that all the information shared as a part of 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 LICPFL 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 LICPFL 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 LICPFL. 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 LICPFL the Respondent or any of his employees and consortium partners should not make public announcements/comments on any website/or issues any media statements about the existence of this engagement and scope.

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

Respondent agrees to protect the Confidential Information received from LICPFL 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 LICPFL of any unauthorized disclosure of LICPFL'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 LICPFL without the permission from LICPFL.

The Respondent shall ensure that their employees will not disclose any information of LICPFL during their employment and 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 here under;
- 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 LICPFL.

In the event that Respondent is required by law in any judicial or governmental proceeding to disclose any Confidential Information, the Respondent will give LICPFL prompt written notice of such request so that LICPFL 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 LICPFL 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 LICPFL.

Respondent agree that Confidential Information is and shall at all times remain the property of LICPFL. Respondent acknowledge that the Confidential Information is confidential and material to the interests, business and affairs of LICPFL and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of LICPFL. 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 LICPFL and shall be returned upon written request or upon the Respondent's determination that it no longer has a need for such information.

No license to the Respondent, under any trade secret or any other intellectual property right, is either granted or implied by the disclosure of information to the Respondent. None of the information which may be disclosed or exchanged by LICPFL shall constitute any representation, warranty, assurance, guarantee, or inducement by Respondent to LICPFL 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 LICPFL.

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

Neither this NDA nor the disclosure or receipt of information from LICPFL 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 LICPFL or its affiliated companies or any commitment by LICPFL 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 LICPFL or any third party present on the Confidential Information. The Respondent shall not use or display the logos, trademarks etc., of LICPFL in any advertisement, press etc., without the prior written consent of LICPFL.

Upon the request of LICPFL, 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 LICPFL. Such return, however, does not abrogate the continuing obligations of Respondent under this Agreement.

Respondent agree and acknowledge that monetary damages would not be a sufficient remedy for a breach of this Agreement and that LICPFL 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 LICPFL in law or equity.

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

The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of LICPFL.

Respondents agree 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 understand and agree that no failure or delay by LICPFL 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 agree and undertake to indemnify and hold LICPFL 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. In the event that the Respondent shall be liable to LICPFL in connection with this Agreement, the Respondent's liability shall be limited to the value of the Contract.

This Agreement shall be governed and construed in accordance with the 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 agree not to assign this Agreement or any interest herein without express prior written consent of LICPFL.

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

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

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

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

Authorized Signatory Name:

Designation:

Office Seal:

Place:

Date

8.10 Annexure –IX: Template for Pre-Bid Queries

RFP Ref. No: RFP Reference No: LICPFL/RFP/Website/2024/01, Date: 28-10-2024 for Website

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

For and on behalf of :(Bidder)

Authorized Signatory Name:
Designation:
Office Seal:
Place:
Date:

8.11 Annexure –X: Commercial Bid Template

(As per Excel Sheet published along with this RFP document)

8.12 Annexure – XI: Manufacturer’s Authorization Form (MAF)

Chief Executive Officer,
LIC Pension Fund Limited,
1st Floor, A Wing, Industrial Insurance Building,
Veer Nariman Road, Churchgate,
Mumbai - 400020.

This has reference to LICPFL’s **RFP Reference No: LICPFL/RFP/IMS/2024/01, Date: 28-10-2024 for Website** as specified by LIC Pension Fund Limited.

We _____(OEM) who are established and reputed manufacturers of _____(hardware) having factories/Depot at _____ and _____ confirms that, M/s _____(Name and address of bidder) herein after referred as “Partner” wishes to participate in the Bid or Project stated above and has entered into an agreement for the purchase and resale of _____(OEM) Products and/or Services. The Partner is entitled and Authorized to do the following:

- a) Resell and/or distribute _____ (OEM) products and/or services in India to end users within that Territory.
- b) Bid, negotiate and conclude a contract with LIC Pension Fund Ltd. for the above products/services manufactured or supplied by _____(OEM).

_____ (OEM) will, within the scope of its agreement with its Authorized channels, provide product warranty services and support for _____ (OEM) products obtained through its Authorized channels for a period mentioned in the RFP referred above, from the date of installation at LIC Pension Fund Ltd.

_____ (OEM) certify that, the Solution being sold would not be declared End of Support (EoS) in the next 5 Years and that _____ (OEM) shall supply suitable substitute in case EoS of the solution. Also _____ (OEM) certifies that the products being sold would be covered under Warranty / Support and support will be available for next five years from the date of installation at LIC Pension Fund Limited.

If you need any additional information, please contact Mr. /Ms. _____ at _____ (Mobile no.) or _____ (e-mail ID).

Yours faithfully,

Name of person

For and on behalf of M/s _____

Designation

Contact Details

Date:

Place:

(Name of Original Equipment Manufacturer - OEM) (Seal of the OEM)

8.13 Annexure XII: Declaration Regarding Non-Blacklisting and Litigation

Chief Executive Officer,
LIC Pension Fund Limited,
1st Floor, A Wing, Industrial Insurance Building,
Veer Nariman Road, Churchgate,
Mumbai - 400020.

This has reference to LICPFL's RFP Ref. No: RFP Reference No: LICPFL/RFP/Website/2024/01, Date: 28-10-2024 for Website as specified by LIC Pension Fund Limited.

We _____ (name and address of the bidder) hereby confirm that we have not been blacklisted/de-barred by any Govt./ PSU/ BFSI organization/ Government Departments in India, including LICPFL, as on date of submission of the bid. Also, there has been no occasion of disassociation with any of our customers in India on account of delayed/defaulted deliveries or services during last three years.

We also declare that we do not have any litigation with any organizations which may materially impact our capability to implement the scope of this RFP.

Authorized Signatory Name:

Designation:

Company/ Office Seal:

Place:

Date: ____/____/2024