

Ref: LICHFL/CO/IT/2015-16/RFP001

RFP for Online Loan Re - Payment through
NET BANKING, DEBIT CARDS



LIC Housing Finance Ltd.
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DISCLAIMER

1. This document is being issued in order to enable the vendors who have experience in setting up the gateway and managing Online Loan Re - Payment through NET BANKING, DEBIT CARDS. There should be no partners and it should be a single party bid. This document does not constitute nor should be interpreted as an offer or invitation.
2. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purpose set out above.
3. By acceptance of this document, the recipients agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of the Company. Company undertakes no obligation, among other, to provide the recipient with access to any additional information or to update this document.
4. LICHFL reserves the right to (i) make necessary changes in the terms of the RFP, and (ii) reject any or all Tender responses without assigning any reason thereof. Company reserves the right, at any time, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement. Company reserves the right to cancel the Tender process at any time without penalty and without incurring any financial obligation to any Bidder or potential Bidder.
5. The recipients should carry out an independent assessment and analysis of the requirements of and of the information, facts and observations contained herein. The recipients are expected to examine all instructions, forms, terms & conditions and technical specifications in the Tender Documents. Submission of responses, not substantially responsive to the Tender Documents in every aspect will be at the vendor's risk and may result in rejection without further reference to the vendor. Submission of RFP response shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implication.
6. This document constitutes no form of commitment on the part of the Company. Further, this document confers neither the right nor an expectation on any party to participate in the proposed process.

PART-A**INVITATION OF BID****A.1 Introduction**

LIC Housing Finance Ltd. is one of the largest Housing Finance Company in India. Incorporated on 19th June 1989 under the Companies Act, 1956, the company was promoted by LIC of India and went public in the year 1994. The Company launched its maiden GDR issue in 2004. The Authorized Capital of the Company is Rs.1500 Million (Rs.150 Crores) and its paid up Capital is Rs.950 Million (Rs.95 Crores). The Company is recognized by National Housing Bank and listed on the National Stock Exchange (NSE) & Bombay Stock Exchange Limited (BSE) and its shares are traded only in Demat format. The GDR's are listed on the Luxembourg Stock Exchange.

The main objective of the Company is providing long term finance to individuals for purchase / construction / repair and renovation of new / existing flats / houses. The Company also provides finance on existing property for business / personal needs and gives loans to professionals for purchase / construction of Clinics / Nursing Homes / Diagnostic Centers / Office Space and also for purchase of equipment.

The Company possesses one of the industry's most extensive marketing network in India: Registered and Corporate Office at Mumbai, 7 Regional Offices, 16 Back Offices and 219 area Offices spread across the country conduct the credit appraisal and administrative functions.

The Company has set up a Representative Office in Dubai and Kuwait to cater to the Non-Resident Indians in the GLCC countries covering Bahrain, Dubai, Kuwait, Qatar and Saudi Arabia. Today the Company has a proud group of over 12,00,000 prudent house owners who have enjoyed the Company's financial assistance.

The company has plan to start Online Loan Re - Payment through NET BANKING, DEBIT CARDS and invites tenders for the same.

A.2
Time Schedule of Various Tender related events :

1.	Start date of Commencement of issue of RFP documents.	29 th April 2015
2.	Last date for receipt of queries from interested companies	11 th May 2015
3.	Last date for reply to queries received	12 th May 2015
4.	Last date for Submission of Bids(on or before)	18 th May 2015
5.	Date of Opening of Bids	19 th May 2015 @ 11:00 am Venue will be intimated later.
6.	Addressee and Office Address for Communication/Place of issue/submission and opening of Bid Document.	General Manager (IT), LIC Housing Finance Ltd. 45/47, 2nd Floor, Bombay Life Building, V.N. Road, Fort Mumbai – 400001
6	Bid Validity Period	Bid must be valid for 180 days from the date of opening of the Bids.
7.	Name of the contact person for any clarification	Mr. Hitesh Talreja ACM (IT), E-mail : bids@lichousing.com
8.	Reference No.	LICHFL/CO/IT/2015-16/RFP001 Dated: 29 th April 2015

(i) The schedule is subject to change and notice in writing of any change will be provided where feasible.

(ii) Bidders are requested to give bids in accordance with the terms and conditions contained herein. Evaluation criteria and evaluation of the responses to the bids will be entirely at Company's discretion. The Company's decision will be final and no correspondence about the decision will be entered into.

(iii) Bidders are advised to study the Bid Document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. Sealed Bids prepared in accordance with the procedures enumerated in the RFP Document should be submitted to the Company not later than the date laid down, at the address given in Schedule A.2 mentioned above.

A.3 Tender related Terminology**Definitions**

Throughout this RFP document, unless inconsistent with the subject matter or context:

1. Bidder/Proponent/Prime Proponent/Vendor/System Integrator/recipient/ Payment Service Provider (PSP) - A firm submitting bid in response to this RFP.
2. Company/Purchaser/LICHFL - Reference to “the Company” and “Company” and Purchaser shall be determined in context and may mean without limitation “LIC Housing Finance Ltd.”
3. Proposal/Bid – the Bidder’s written reply or submissions in response to this RFP.
4. Solution/Services/Work/System – “Solution” or “Services” or “Work” or “System” or “IT System” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP document and include services ancillary to the supply of the Systems, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance and other obligation of the Supplier covered under the Tender.
5. ITB – Instructions to Bidders as Contained in PART-C.
6. Supplier/Contractor: Selected Bidder/System Integrator under this RFP.
7. “Contract” means the Agreement entered into between the supplier along with the OEM and the Company including all attachments and annexure thereto, the Tender document, proposal and all annexure thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
8. “Commissioning of System”: The system shall be deemed to have been commissioned when all the activities defined under the Scope of work, for commissioning of system, have been successfully executed and completed and a certificate from the Company is obtained by the System Integrator. The date of commissioning of system will be the one stated in the Certificate from the Company.
9. “Acceptance of System”: The system shall be deemed to have been accepted by the Company, subsequent to its commissioning, when all the activities as defined in the scope of work related to the acceptance of system have been successfully executed and completed and a certificate from the Company is obtained by the System Integrator. The date of acceptance of system will be the one stated in the Certificate from the Company. The entire System deployed should function continuously without any problem for 30 days as a pre-requisite for the Acceptance Certificate as required.
10. “Delivery of System” shall be deemed to have completed when the delivery of all the goods/items under the proposed bill of materials has reached the respective designated site in good condition for installation.
11. “Addendum” In addition to Specifications (RFP) document, any other document issued to the bidders by LIC HOUSING FINANCE LTD. in the context of this bidding process.
12. "Customers" shall mean customers of LIC HOUSING FINANCE LTD. who make payment online for their housing loan dues/ instalments by using the payment collection service provider's Network.
13. “Contract Price” shall mean, if there is formal agreement, the prices referred to in the agreement which are to be paid to the contractor for the work to be done under the contract/Work order.

14. "Date of Contract" shall mean the calendar date on which the Owner / Purchaser and Vendor have signed the 'Contract'. "Contract Period" shall mean the period during which the 'Contract' shall be executed as agreed between Vendor and Owner/Purchaser in the 'Contract.'
15. "Guarantee Period" shall mean the period during which the 'work' shall give the same performance as guaranteed by the Vendor in the Schedule of Guarantee as in the Specifications.
16. "Approved" and "Approval" wherever used in the 'Specification' shall mean, respectively, approved by and approval of the Owner/Purchaser. When the words 'Approved',
17. 'Approval', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like import are used, the approval, judgment, direction, etc. is understood to be a function of the Owner/Purchaser.
18. "Commercial Use" shall mean that use of the 'work' which the contract contemplates of that for which 'work' is commercially capable.
19. "Services" All the services which the service provider is required to provide to LIC HOUSING FINANCE LTD. to work on this project.
20. "Banking Day" shall mean (other than Sunday) on which banks are opened for normal business and "Banking days" shall be constructed accordingly.
21. "Instruction" shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the Owner/Purchaser from time to time during the 'Contract Period.'
22. "Business" means repayment of loans given by LIC Housing Finance Ltd.
23. "Companies Act" means Companies Act, 1956 (as amended)
24. "Corporation/Owner/Purchaser" shall mean LIC Housing Finance Ltd. on whose behalf the enquiry is issued and shall include their successors and assigns, as well as his authorized officers/representatives
25. "Notice in Writing" or "Written Notice" shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addresses and shall be deemed to have been received when in ordinary course of post it would have been delivered
26. "Award of contract" shall mean that of issue of the work order cum contract agreement.
27. "PSP" shall means Payment Service Provider.

A.4 Terms and Conditions

A.4.1 Cost of preparation and submission of Bid

The Vendor/bidder shall bear all costs associated with the preparation and submission of its response to RFP and company, will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The Purchaser is not liable for any cost incurred by vendor/bidder in replying to queries /clarifications required.

A.4.2 Project Completion Time

The Delivery, installation & commissioning will be completed within 4 weeks from placement of the purchase or work order.

A.5 RFP Methodology

The methodology proposed to be adopted will be as follows:

A.5.1 The bidder will have to submit financial bid and Technical bid in two separate envelopes and bids are to be placed in one bigger envelop and must be sent at the address mentioned in Schedule A2 Date Schedule of Various RFP related events . The Bid will be opened on the date prescribed in Schedule A2 Date Schedule of Various RFP related events.

A.5.2 Company reserves the right to accept or reject in part or full any or all the bids without assigning any reason whatsoever.

A.5.3 Company reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof.

A.5.4 Before bidding, the Bidders are requested to carefully examine the RFP documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity and / or discrepancy between any of the RFP documents they should forthwith refer the matter to Company for necessary clarifications.

PART-B

B.1 Eligibility Criteria

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender document.

The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully install, implement and configure the Firewall as sought by the LIC HOUSING FINANCE LTD. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender document.

The bidders should qualify the eligibility criteria as given below.

Eligibility criteria for Vendor / system Integrator are mandatory and any deviation in the same will attract bid disqualification. Eligibility criteria and Mandatory requirement supporting documents are the part of technical proposal.

S.NO.	Eligibility Criteria	Documents to be Submitted
1.	The bidder must be an Indian firm/ organization registered under Indian Companies Act.	Copy of Certificate of Incorporation issued by Registrar of Companies
2.	Bidder should be authorized by Reserve Bank of India (RBI) to provide Electronic Payment Aggregation Services.	Copy of the audit Annual Reports and /or certificate of the Chartered Accountant.
3	Bidder should have been providing (Currently running as on date of publishing of the RFP) similar services to at least 25 organizations/customers in the last 3 years and should have Minimum Experience of 2 years in providing the Internet Payment service in India.	List of Customers to be provided separately.
4	The Bidder should offer all services directly and should have demonstrated experience of managing electronic payments and online payments services with large institutions, particularly within the Government/Public Sector institutions and should be providing such services to at least 5 large government / PSU entities/BFSI in the last 3 years	List of 5 large government / PSU entities/BFSI in the last 3 years, name of project and date of project.
5	Bidder should be able to provide following services: Online Payment Gateways services with acceptance of Debit Cards, Internet Banking and Cash Cards. Bidder should have relevant business arrangement with at least 30 banks including at least 15 public sector banks and payment through mobile banking. The contracts with all the partners should be valid for at least 6 months from date of issue of RFP.	List of Banks, nature of agreement, contract valid up to. (List should include all the banks, with whom bidder is having business agreements without excluding any for whatsoever reason)

6	The bidder should have at least one globally accepted certification for information security like VeriSign etc.	Copy of globally accepted certification for information security like VeriSign etc., certification/ license.
7	The bidder shall be certified for PCI DSS (Payment Card Industry Data Security Standard) company and shall have ISO 27001 like certification for information security management.	Copy of certificate/ license information security management.
8	The bidder should not be joint venture/joint bidding company and should be exclusively associated with providing Online Payment Gateway services and e-Payments.	Undertaking for not be joint venture/joint bidding company
9	The Bidder shall have valid PAN, Sales Tax and Service Tax Number.	Copy of PAN Card/Letter of reregistration for Sales Tax and Service Tax.
10	The bidder should not be currently blacklisted by any Central/State Govt. dept. /Public Sector Unit. The Bidder is in litigation with LIC HOUSING FINANCE LTD. or with any any Central/State Govt. dept. /Public Sector Unit.	Certificate from the Chief Executive / Authorized Officer of Company.

Even though the Bidder's meet the above qualifying criteria, they are subject to be disqualified in case of following conditions:

The Bidder has made any false representation in the forms, statements and attachments submitted in proof of the pre-qualification requirements. The Bidder has a record of poor performance such as abandoning of any allotted project, inability to complete any allotted project, delay in completion of any allotted project etc. An undertaking to this effect (points mentioned above) is required from the Bidder. If at a later stage it is found that any Bidder has wrongly certified, the bidder shall be liable for action under the Criminal law.

Detailed Technical Evaluation sheet for OEM Product Evaluation is provided in Annexure A-2.

Technical evaluation against qualification criteria: The first stage of evaluation would involve examination of the bid documents of each of bidders against the qualification criteria set out. This is to ensure that the technical skill base, experience and financial capacity and other bidder attributes claimed therein are consistent with the needs of this project. These conditions have been listed down under the section "Qualification Criteria". LIC Housing Finance Ltd. may ask bidder(s) for additional information, visit to bidders site and/or arrange discussions with their professional, technical faculty to verify claims made in bid documentation.

Please note that the technical proposal must NOT contain any pricing information.

Commercial Evaluation (CE)

- a) In case of Commercial Evaluation of the Proposal, Full marks (100 marks) will be allotted to the Bidder who quotes the lowest financial proposal (LP).
- b) While the Bidder with lowest financial proposal (LP) will get a financial proposal score (FPS) of 100 marks, other Bidders will be awarded in proportion to the marks scored in relation to the Bidder with the lowest quote. Thus the other Bidders will get marks < 100. The Financial proposal scores (FPS) of all other bidders will be determined by the formula:

$$\text{FPS} = \text{Lowest Financial Proposal (LP)} / F * 100$$
 (Where F is the Financial Proposal quoted by this Bidder)

For ex: If Bidder A quotes Rs.100 and Bidder B quote Rs.50, Bidder B will be allotted 100 Marks on the ground that he is the lowest Bidder. Bidder A will get (Inversely Proportional) $\text{FPS} = 50/100 * 100 = 50$ marks.

B.2 Selection process for the Bidder

- a) Issue of tender notification
- b) Submission of Bids
- a) Opening of Technical Bids
- b) Technical bids evaluation
- c) Short-listing of Bidders for Commercial bids opening.
- d) Commercial bids opening.
- e) Commercial bids evaluation
- f) Discussion by Purchase Committee.
- g) Finalization and Signing of SLA.

B.3 Bid Evaluation process

The following are the key considerations that form part of the bid evaluation process:

- a) Alternate bids are not allowed
- b) The evaluation team will thoroughly review the proposals submitted by various bidders.
- c) Based on multiple parameters, the evaluation team will calculate the technical evaluation score for each bidder at the end of this phase.
- d) The Company, in observance of best practices, shall:
 - i. Maintain the bid evaluation process strictly confidential
 - ii. Reject any attempts or pressures to distort the outcome of the Evaluation, including fraud and corruption.

1) Single-Stage: Two-Envelope Bidding Procedure

In the single-stage: two-envelope bidding procedure, bidders should submit two sealed envelopes simultaneously, one containing the technical proposal and the other the price proposal, enclosed together in an outer single envelope. Initially, only the technical proposals will be opened at the date and time as advised by LIC HOUSING FINANCE LTD. The price

proposals shall remain sealed and are held in custody by the purchaser/Evaluation Committee. The technical proposals will be evaluated by the Evaluation Committee. No amendments or changes to the technical proposals will be permitted. The objective of the exercise is to allow the purchaser to evaluate the technical proposals without reference to price.

Bids of bidders which do not conform to the mandatory requirements may be termed as non-responsive and will not be evaluated further. Following the approval of the technical evaluation, and at an address, date and time advised by the purchaser, the price proposals will be opened in presence of qualified bidders from technical evaluation phase. The price proposals are evaluated and, following approval of the price evaluation, the contract is awarded to the bidder with maximum bid score according to the composite score as defined below:

Total score = 40% x technical proposal score + 60% x Financial proposal score

2) Evaluation and Comparison of bids

Initially the bidder's responses will be reviewed for compliance with the terms and conditions mentioned across different sections of this RFP document. The bidders who fail to comply with any of the terms and conditions mentioned may be termed as non-responsive and will not be evaluated further. For those bidders who have qualified the terms and conditions, technical evaluation will be conducted followed by the price-bid evaluation. The bidders who qualify the minimum technical requirement will be considered for the price-bid evaluation. The price proposals will remain sealed until the technical evaluation is complete.

3) Price-Bid Evaluation

The Price-Bid evaluation is done only for those bids which are responsive and declared successful as per Technical evaluation against qualification criteria.

B.4 Price Bid

- a) The Bidder shall indicate in the Price Schedules the all-inclusive Unit Rates for supply and erection of each goods and services which includes supply, erection and commissioning.
- b) The Bidder shall quote rates inclusive of all statutory levies, taxes, charges, surcharges, VAT & other taxes etc. The Prices for supply portion and execution portion shall be FIRM throughout the period of contract. No component of cost / tax shall be paid by the Company unless the same is included specifically in the quotations.
- c) Any alteration in the rates etc. will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted.
- d) The Bidder shall quote rate only in Indian Rupees.

B.5 Indemnity

The Bidder hereby covenants and agrees to indemnify and shall at all times keep indemnified the LIC HOUSING FINANCE LTD. against any loss or damage that the LIC HOUSING FINANCE LTD. may sustain as a result of the failure or neglect of the Bidders to faithfully carry out its obligations under this tender /

agreement. The bidder shall pay for all losses, damages, costs, charges and expenses which the LIC HOUSING FINANCE LTD. may incur or suffer as a result of the failure or neglect of the Bidders to faithfully carry out its obligations under this tender / agreement and the bidder shall indemnify and keep indemnified the LIC HOUSING FINANCE LTD. in all respects.

B.6 Scope of Work

Integration with LIC HOUSING FINANCE LTD. Website/Customer portal

- PSP (Payment Service Provider) shall provide LIC HOUSING FINANCE LTD. with technical support with respect to the integration with the payment Service (hardware and software) and other issues related to the e-payment service provided at no additional cost.
- PSP will be required to provide support for the e-service web applications, scripts, or components, either from third parties or for those developed in-house unless support is directly related to the provision of online payment services.
- PSP response time to technical support issues shall depend on the complexity of the inquiry and support requests volume. PSP technical support unit shall assign the highest priority to inquiries related to the service unavailability.
- The PSP will have to provide Online payment gateway services with acceptance of internet Banking, debit cards etc. with ability to integrate with the existing / new system of LIC HOUSING FINANCE LTD. and provide various daily or periodical MIS as per the requirement of LIC HOUSING FINANCE LTD.. LIC HOUSING FINANCE LTD. can add new services from various departments at any point in time. The successful PSP will be bound to provide payment gateway for all such services at no extra cost to LIC HOUSING FINANCE LTD.. The successful PSP though would continue to charge on as per the agreed upon payment quotes.
- The website of LIC HOUSING FINANCE LTD. (or any other site as directed by LIC HOUSING FINANCE LTD.) would facilitate e-payment by providing redirection to end users. The user/consumer shall be redirected to the web page/URL specified by the BANK(S) and process the user's request regarding service opted by the user from among various services offered by the LIC HOUSING FINANCE LTD.. After the process the end user shall be redirected back to LIC HOUSING FINANCE LTD.'s website (or any other site as directed by LIC HOUSING FINANCE LTD.) with relevant transaction details.
- Redirection of end users from LIC HOUSING FINANCE LTD.'s website (or any other site as directed by LIC HOUSING FINANCE LTD.) to the PSP web page over a secure encrypted channel is the main responsibility of the PSP, and that is done over two steps:
 1. Creation of the redirection string
 2. Redirecting end users to the PSP and then back to LIC HOUSING FINANCE LTD.'s website
- The payment service must offer SSL (Secure Sockets Layer) for transaction security.
- PSP would provide all necessary supports in the form of API etc. for the integration. PSP shall provide all kinds of devices like required at the LIC HOUSING FINANCE LTD. front office for receipt of payment through internet banking, debit cards and the same shall be free of cost.

- Generate authenticated receipts as proof of transactions. An automated generated receipt of the payment through e-mail should also be sent to the payer.
- Providing an active message to the user / consumer indicating that a transaction has been either accepted or rejected.
- At all times, making available the option for a user/consumer to stop the information gathering and transaction process.
- Allowing the consumer to review charges before final submission. Show PSP transaction charges, if any, separately from Bank(s) charges.
- Allowing the user / consumer to try a different card number/payment mode if a transaction is rejected.
- Any payment made with a debit card or via a payment Service must first be authorized by the card issuing authority. The Service must afford a secure link between LIC HOUSING FINANCE LTD., user / consumer and card processor to avoid fraudulent transactions. The secure line should also ensure fast and efficient transaction processing.
- All guidelines issued from time to time from RBI upon internet Banking and related security issues including transaction on VISA, Debit Cards etc. shall be mandatory binding on the PSP and they are supposed to keep themselves updated about them.
- The service provider shall have to necessarily debit the user/consumer's account and credit to LIC HOUSING FINANCE LTD.'s designated accounts on instantaneous basis during such transactions.
- All settlement of transactions by PSP will be as per applicable RBI guidelines in this regard.
- Financial systems shall have the ability to itemize separately Bank(s) charges and the PSP fees (all inclusive).
- Administrator access should be provided to the designated LIC HOUSING FINANCE LTD. personnel for viewing information all kinds of payments and relevant MIS reports.
- The PSP would be responsible for reconciliation of the all the transactions on daily basis.
- The report on each transaction should clearly state
 - a. Name of customer
 - b. Money received towards (Installment, Processing fee.... etc)
 - c. Amount received and date
 - d. Payment Status (Accepted / Rejected etc.) and reason for rejection is applicable.
 - e. A unique ID passed from the customer interface of LIC Housing Finance Ltd. To PSP interface.
- The PSP (Payment Gateway Service Provider) would provide a call centre support to the citizens who are the users of the system or who wish to make online payments.
- All payment related issues should be directly handled by the PSP and issues should be resolved. A monthly MIS report should be submitted to LIC HOUSING FINANCE LTD. on the customer issues count, pending issues and resolved issues.

- The PSP would be solely responsible for implementation of all guidelines issued from time to time from RBI for various e-payment services.
- The PSP will open a saving account in the name of the Authority and all such amounts received on behalf of the Authority shall be credited to this account instantaneously.
- LIC HOUSING FINANCE LTD. may withdraw the funds on T+2 basis (i.e. after 2 day from the credit). Any amount credited to the account of the Authority beyond the period of above said period shall be liable to pay penal interest equivalent to Prime Lending Rate of 14.50% or the prevailing PLR of the company at that time or period.

B.7 Functionalities of the service

- It is mandatory for the bidder to provide functionality for making payment using the following methods at least but not restricted to:
 1. Net – Banking
 2. Debit Card – Visa / MasterCard, Maestro & Rupay
- At all times make available the option for a Customer to stop the information gathering and transaction process.
- Provide an active message to the customer indicating that a transaction has been either accepted or rejected.
- Allow the customer to review charges before final submission.
- Show PSP's fees separately or inclusive from LIC HOUSING FINANCE LTD. Charges as per the instruction from LIC Housing Finance Ltd. , from time to time based on transaction type.
- The list of the Bank shall be approved by the LIC HOUSING FINANCE LTD. at the time of placement of work order. Transactions through approved banks shall only be acceptable. PSP shall not allow/include other agencies /financial institutions such as cash card companies to make use of the internet payment unless so desired by LIC HOUSING FINANCE LTD. However PSP is under obligation to send the list of new banks to LIC HOUSING FINANCE LTD as and when entered into agreement for providing such service.
- The bidder will perform and manage all the daily operations related to E-payment transactions.
- All reconciliation of payments and transactions across should be done daily and it time.
- Provide Information, report etc. from time to time or whenever required by LIC HOUSING FINANCE LTD. on time.
- LIC HOUSING FINANCE LTD. administrator should be provided with the query interface to access all the transactions being processed.

The bidder must ensure the following:-

1. User should all the time given option for stopping the transaction process.
2. An active message is displayed to the user indicating that a transaction has been accepted or rejected.

3. Service charges should be shown separately or inclusive as per the instruction from LIC Housing Finance Ltd. , from time to time..
4. Information passed to E-payment application from LIC HOUSING FINANCE LTD. website need not be filed again by user.
5. Every measure is taken to prevent any unauthorized process.

B.8 Transition of screen and workflow

1. Customer authentications and calculation of dues to be collected on customer portal (LIC HFL's web page) or customer interface as decided by LIC HFL.
2. Information will be passed on to PSP interface.
3. Customer will select option to pay
 - a. Net banking
 - b. Debit Card
4. Select bank from the displayed list
5. Option
 - a. Net banking – No additional charges will be levied
 - b. Debit card - applicable charges will be displayed separately and total amount to be deducted will be shown on the screen.
6. Confirmation and authentications by respective banker.
7. Success\failure response will be displayed on the screen. An option to print/save/mail transaction details for future reference.
8. Email should be sent to the customer's mail id.
9. Return details to LIC HFL's page by PSP
 - a. Successful transaction
 - b. Failed transaction.

B.9 Financial Obligations

1. Settlement Time: The Vendor must group all the transactions together and LIC HOUSING FINANCE LTD.'s account should be credited accordingly with next working day. Funds transfer to LIC HOUSING FINANCE LTD. account should be on T+2 day.
2. Separation of charges fee from charges: Financial system shall have the ability to itemize separately the LIC HOUSING FINANCE LTD. charges and the gateway fees (all inclusive). However Taxes applied should be shown separately in each transaction.
3. Exceptions and charges backs: The vendor shall provide reasonable processes systems, and data necessary for either the vendor and or/or the LIC HOUSING FINANCE LTD. to adjust credits and debits to both the necessary agencies and or the customers. The vendor must specify the process to handle this task.

4. Ticketing statements: Transaction information appearing on a customer's monthly credit statement shall contain enough information, transaction ID, so that the customer can contact either the vendor or the LIC HOUSING FINANCE LTD. and obtain detailed information about his/her transaction.
5. Payment of PSP's fees: PSP will deducted the agreed fee from the respective transaction amount and remit the balance amount to LIC Housing Finance Ltd.. Customer or LIC housing Finance Ltd. will not be liable for any charge/fee in any manner or event what so ever, other than the transaction fee agreed.
6. Window time should be 00.00.00 hrs to 23:59:59.
7. Any excess payment made to the vendor inadvertently or otherwise under this contract or an on any account whatsoever and any other sum found to be due to LIC HOUSING FINANCE LTD. by the Vendor in respect of this contract or any other contracts or work order or any account whatsoever may be deducted from any sum whatsoever payable by LIC HOUSING FINANCE LTD. to the Vendor or either in respect of the contract or any work order or contract or any other account by any other office of the LIC HOUSING FINANCE LTD.

B.10 Data/Reporting

The interest payment Service must record transactions and have provision to view them using the payment Service reporting facilities. The MIS provided to LIC HOUSING FINANCE LTD. should include amount paid, transaction ID, date, time and payment mode (e.g. credit, debit, direct debit etc.). Refer to section for the format of MIS reports.

1. Transaction file: The transaction file shall contain all of a day's transactions up to an agreed upon time. All transaction after that agree upon time shall appear in the next day's transaction file. PSP shall make the transaction file available to LIC HOUSING FINANCE LTD. not later than 11 .00 A.M. on the following day. The file shall reside on computer equipment ("Transaction File Server") that is protected from unauthorized access by means of a firewall. LIC HOUSING FINANCE LTD.'s access to the files shall be a password protected, 128-bit encrypted, non-expense of PSP, PSP shall agree to have annual security audits conducted by a third party who shall be chosen by LIC HOUSING FINANCE LTD.. The file provided to LIC HOUSING FINANCE LTD. should be in 'Read only' mode.
2. Records/Data Retention: PSP shall retain authorization logs and transaction records for the entire period of contract. The PSP shall establish and maintain adequate records of all expenditures incurred under the Contract. All records shall be kept in accordance with generally accepted accounting procedures. All procedures shall be in accordance with central, state and local ordinances. Throughout the term of this Contract, LIC HOUSING FINANCE LTD. shall have the right at any time upon ten days prior written notice to inspect PSP's transaction records for LIC HOUSING FINANCE LTD. Charges and associated PSP Fees. Any such inspection PSP's transaction during regular business hours and comply with any reasonable security and confidentiality procedures of PSP.
3. Access to real time data: PSP shall provide LIC HOUSING FINANCE LTD. with the capability to securely access, via password-protected site, to real-time transaction information.

B.11 PENALTY

1. All the proceeds of collection transactions of a day, on T+2 (Date of transaction + 2 working day) in LIC HOUSING FINANCE LTD. designated bank account, failing which they shall be liable to pay penal interest equivalent to Prime Lending Rate of 14.5% p.a. shall be charged for first day.
2. This penal interest shall be at the rate of 14.5% + 1% per annum (Prime Lending Rate + 1%) for 2nd delay in the same month and if the default occurs repeatedly it may lead to forfeiture of cash security deposit and additional cash security and the contract may also be cancelled.

B.12 Availability

The payment Service should facilitate multiple users making transactions from various locations at a single point of time. Hence, the Service must support unlimited user access. E- Payment service is to be available at least 99% of the defined service delivery time. In case of failure, all damages fees will be defined in the contract that will be signed with vendor. Service unavailability resulting from loss of network availability can be excluded from service availability calculations if the network availability loss is caused by any factors beyond the vendor's control, such as natural disasters, IP transit provider or end user's portion of the network failure.

Real-time payment processing system shall be provided to the e-service.

B.13 Security of transaction

PSP (Payment Service Provider) shall certify that online financial transactions are to use secure data transmission and a standard public-and-private key encryption system that encrypts the user's submission of private financial data before it leaves their web browser. The data must remain encrypted throughout transmission until it's safely received at the intended server where it is decrypted and processed.

PSP shall ensure that appropriate security measures are put in place to protect LIC HOUSING FINANCE LTD.'s internal systems from intrusions and other attacks while conducting e-payment transactions, whether internal or external, e.g. message interception, tempering, redirection, or repudiation.

PSP shall ensure compliance with international information security standards and best practices.

Any information and/or data obtained by the PSP by LIC HOUSING FINANCE LTD. or LIC HOUSING FINANCE LTD.'s Customers shall be stored in a place physically secure from access by unauthorized persons. PSP shall take every reasonable precaution to ensure that all buildings, rooms, storage areas, and containers ("physical locations") used by PSP in providing the product(s) and service(s) under this Contract shall be secure and equipped with reasonable precautions against damage.

PSP shall describe approach and methodology in:

- Digital identity management and access control

- By assuring and explaining how access control is strictly enforced and audited and all remote administration of the hardware, operating system, or application software is possible only through the use of strong, dual-factor authentication techniques such as token based or challenge-response methods.
- Information assurance including:
 - Assessment of vulnerabilities, threats, and impacts
 - Security risk mitigation strategies
 - Privacy management
 - Resilience, fail over and redundancy
 - Security incident detection and handling.
 - Compliance management, monitoring, and auditing
- Application security including:
 - Authentication; providing flexible and robust user authentication which may include web authentication, privilege management and extra-net management services.
 - Authorization
 - Data integrity, determining how to maintain data integrity and users' confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution.
- Data confidentiality:
 1. In transit by providing the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a successful force attack.
 2. In storage by ensuring that confidential data in data bases from which public data is being extracted will not be compromised.
 3. **Information captured during transaction, will not be used for any other purpose, other than the specified in this document.**
- Non-repudiation,
- Application audit trail such as implementing date-time stamp and an audit trail (at least for 1 year) for identifying all security breaches and attempted breaches.
 - a. Securing the relevant infrastructure and integrating with existing LIC HOUSING FINANCE LTD. infrastructure security.
 - b. Refresh or back key on the key LIC HOUSING FINANCE LTD. should be disabled.
 - c. Implementing penetration analysis and intrusion detection policies to ensure that the application remains as secure as possible over time.
 - d. Payment Services must offer fraud screening tools to reduce fraudulent transactions. This includes address verification, card code value (CVV) verification, expiry date of the card, date of birth etc. to ensure that the payments made via payment Service are legitimate.

- e. The payment Service should adhere to certain standards such as Veri Sign Secured/VBV/ Secure Code. The payment Service must offer SSL (Secure Sockets Layer) for transaction security.

B.14 Support & Marketing

- a. The payment Service must offer toll free technical support and query resolution through email. There should be single point of contact for any query resolution from PSP's side.
- b. Marketing of the service: LIC HOUSING FINANCE LTD. shall actively promote the PSP's services provided hereunder to its consumers. All marketing materials produced by PSP exclusively for LIC HOUSING FINANCE LTD. must be approved by the LIC HOUSING FINANCE LTD. Release of broadcast e-mails by PSP pertaining to this Contract shall not be made without prior written authorization of LIC HOUSING FINANCE LTD.. PSP shall not distribute any news release pertaining to this Agreement without the prior consent of LIC HOUSING FINANCE LTD.

B.15 Data Backup

PSP shall make regular backups of e-payment transactions related data. PSP shall make backups available to authorised personnel at the operation centre and/or LIC HOUSING FINANCE LTD. entities upon request.

B.16 Maintenance

Scheduled Maintenance: PSP shall specify the basis for scheduled maintenance causing/or not causing disruption to provided electronic payment service. Disruption of service due to scheduled maintenance is to be excluded from service uptime (availability) calculations provided that LIC HOUSING FINANCE LTD. is notified. Maintenance shall be performed during off-peak hours and PSP shall always provide advanced notice of scheduled maintenance to LIC HOUSING FINANCE LTD..

Emergency Maintenance: PSP shall specify the major reasons for performing emergency maintenance (Example: security related issues). The PSP shall notify immediately the LIC HOUSING FINANCE LTD. regarding the emergency maintenance. Un-notified service unavailability due to emergency maintenance will be included in the service downtime calculations.

B.17 Disaster Recovery and Business Continuity Plan

PSP shall describe, establish and maintain an alternative payment processing arrangement adequate to resume within 24 hours the provision of the e-payment service, in the event the service is unavailable due to human error, equipment failure, man-made or natural disaster. PSP must describe in detail its recommended approach for alternative service provision arrangements and its disaster recovery testing cycle.

B.18 Auditing

All PSP records related to e-payments with respect to LIC HOUSING FINANCE LTD. or consumer shall be available for inspection, auditing and copying by LIC HOUSING FINANCE LTD. or other authorized representatives. PSP shall be acting to correct or remedy any audit results within a time period agreed upon with the LIC HOUSING FINANCE LTD.

B.19 2.17 Information Accessibility

- a. PSP shall provide access to payment information to specified users and administrators by the LIC HOUSING FINANCE LTD. using the service on a timely basis in an accurate, understandable and logical format. Access can be given to a transaction "Log". The details of information in transaction log are to be agreed upon with the LIC HOUSING FINANCE LTD.
- b. PSP shall not provide access to payment information to "any third party" unless mutually agreed to with the LIC HOUSING FINANCE LTD. or requested by legal authority.

B.20 Language

E-payment services shall be provided in English.

B.21 Customer Support

PSP should provide telephone and email support to the consumer who make payment using the gateway. The telephone numbers and support email ID must appear prominently on the payment page.

B.22 Delivery Period

The offer must clearly indicate schedule of deliveries, date of commencement & implementation of the offered services against that indicated in the Notice Inviting Tender / Specification which must normally cover period for entire job of integration, testing, inspection and implementation after acceptance.

The work of integration with website, commencement of e-payment and its acceptance shall be completed in all respects within 1 month from the date of placement of work order.

Any delay by the Tender in the delivery of goods and services shall render the Tenderer liable to any or all of the sanctions viz. invocation of Bank Guarantee / forfeiture of security deposit, imposition of liquidated damage, blacklisting etc.

If the tenderer fails to deliver any or all of the goods and services or complete the installation / commissioning within the period specified in the purchase/work order, the LIC HOUSING FINANCE LTD. shall without prejudice to its other remedies deduct as liquidated damage as per the liquidated damages clause mentioned in this tender.

B.23 Contract Period

The contract period shall be initially for 3 years from the date of issue of work order –cum- contract by LIC HOUSING FINANCE LTD. The contract period can also be extended beyond 3 years for another 2 years with 1 year extension each time subject to satisfactory performance.

PART – C INSTRUCTIONS TO BIDDERS (ITB)**C.1 Cost of Bidding**

- C.1.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and Company will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- C.1.2 The Company is not liable for any cost incurred by bidder in replying to this RFP, presentations etc, regardless of the conduct or outcome of the bidding process.

C.2 Content of Bidding Document

- C.2.1 The bidding document provides overview of the requirements, bidding procedures and contract terms.
- C.2.2 The Bidder is expected to examine all instructions, statements, Forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of his bid.
- C.2.3 While the Company has made considerable effort to ensure that accurate information is contained in this document, the information contained in this RFP is supplied solely as a guideline for Bidders.
- C.2.4 Confidentiality: The contents of this document and the supporting documentation are confidential to Company and are provided solely for the purpose of response to the Tender.
- C.2.5 Address for Correspondence: The bidder shall designate the official mailing address, email address, place and fax number to which all correspondence shall be sent by the Company.

C.3 Clarification of Bidding Documents

- C.3.1 Bidder requiring any clarification of the bidding documents may notify the Company in writing or by mail. The Company will respond to any request for clarification of the bidding documents which it receives no later than 7 days prior to the deadline for submission of bids prescribed by the Company. Written copies of the Company's response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all bidders, which have received the bidding documents.
- C.3.2 The Company will respond to any queries raised by the bidders as per time lines mentioned in C.3.1.
- C.3.3 Any questions concerning this Tender must be submitted in writing or by e-mail at bids@lichousing.com on or before 11th May 2015 to:

General Manager (IT),
LIC Housing Finance Ltd.
45/47, 2nd Floor, Bombay Life Building,
V.N. Road, Fort
Mumbai – 400001

C.3.4 No requests for clarification will be accepted by telephone.

C.3.5 If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this document, the Bidder should immediately notify the above official of such error and request modification or clarification of the RFP document.

C.4 Amendment of Bidding Documents

C.4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective participant bidder, modify the bidding document by amendment.

C.4.2 All the bidders in this bidding process will be notified of the amendment in writing or by email and will be binding on them.

C.4.3 In order to allow the participant bidders reasonable time in which to take the amendment into account in preparing their bids, the Company, at its discretion, may extend the deadline for the submission of bids.

C.4.4 Company may at any time during the bidding process request the bidder to submit revised Commercial Bids and /or Supplementary commercial bids or some additional documents/submissions without thereby incurring any liability to the affected bidder or bidders.

C.4.5 Please note that prices should not be indicated in the Technical Bid and should only be indicated in the Commercial Bid. However a blank Commercial Bid, i.e., the commercial bid without prices should necessarily be included with the Technical Bid. This would provide idea about the components for which the commercials are quoted.

C.5 Procedure for Submission of Bids

C.5.1 It is proposed to have Two Bid System for this tender: Two well bounded hard (paper) copy of response with all annexure and one soft copy of response on a non-re-writeable CD and should be covered in sealed covers super scribing "Commercial Bid" along with CD's duly labeled containing technical details.

C.5.2 The cover containing the Technical Bid & Commercial bid should be marked appropriately with the tender subject , reference number , due date.

C.5.3 The cover should indicate clearly the name, address and telephone number of the Bidder.

C.5.4 Each copy of the bid should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents (Index) with page numbers.

C.6 Documents Comprising the Bids

The bid prepared by the Bidder shall comprise the following components:

C.6.1 Technical Bid – The Technical Bid shall comprise of the following:

- a. Letter of Submission (Annexure A1)
- b. Documents as per the Eligibility Criteria mentioned in Part B.1

- c. Detailed Technical Evaluation sheet (Annexure A2) filled in with necessary supporting documents.
- d. Letter from Chief Executive Certifying Companies should not have been declared ineligible/blacklisted by any State or Central Government or PSU. Certificate from the Company Secretary certifying the same to be submitted
- e. Non-Disclosure Agreement executed as per the requirement (Annexure A.3)
- f. Details of Litigations – (Annexure – A4)
- g. An undertaking from the bidder that the bidder is complying with all the conditions of the terms & conditions and Technical specifications of the bidding document as no deviation will be acceptable to the company. Undertaking from the Bidder, confirming his unconditional acceptance of full responsibility for executing the 'Scope of work' and meeting all obligations of this Bid.

C.6.1 Financial Bid - Bidders are also requested to submit cost break-up and assumptions in arriving at the quoted price. The details about the BID to be submitted as per annexure A.5.

C.6.2 Bid Prices.

- C.6.2.1 Prices quoted by the Bidder shall be negotiated and fixed during the award of the Contract and not subject to variation on any account subject to ITB Clause C 21.1.
- C.6.2.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- C.6.2.3 The commercial bid should clearly indicate the price to be charged without any qualification whatsoever and should include all taxes(sales, service etc) , duties (excise, customs etc) , octroi, fees, levies, works contract tax and any other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable should be indicated separately.
- C.6.2.4 However, should there be a change in the applicable taxes, Company reserves the right to negotiate with the Bidder.
- C.6.2.5 Discount: The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the Company shall avail such discount at the time of award of contract.

C.7 Period of Validity of Bids

- C.7.1 Bids shall remain valid for 180 days after the date of opening of the bid prescribed by the Company. A bid valid for a shorter period shall be rejected by the Company as non-responsive.
- C.7.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by fax). A Bidder granting the request will not be required nor permitted to modify its bid.

C.8 Format and Signing of Bid

- C.8.1 The Bidder shall prepare the Financial Bid. Bidder should submit two well bounded paper copy of response with all annexure and one soft copy of response (Technical Details) on a non-re-writeable CD.
- C.8.2 The bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid shall be initialed by the person or persons signing the bid.
- C.8.3 COVER LETTER/BIDDER CERTIFICATIONS: Include here any cover letter included with the bid and those certifications required for submittal of a proposal. Proposals submitted in response to this RFP must be signed by the person in the bidder's organization who is responsible for the decision as to the prices being offered in the bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices. Each bid shall stipulate that it is predicated upon the terms and conditions of this Tender and any supplements or revisions thereof. By submitting a signed proposal, the bidder's signatories certify that in connection with this procurement:
- The bidder's organization or an agent of the bidder's organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition.
 - The prices quoted in the bid have not been knowingly disclosed by the bidder's organization or by any agent of the bidder's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor
 - No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

C.9 Sealing and Marking of Bids

C.9.1 The envelopes shall be addressed to the Company at the following address

General Manager (IT)
LIC Housing Finance Ltd.
45/47, 2nd Floor, Bombay Life Building,
V.N. Road, Fort,
Mumbai – 400001

C.9.2 The envelope to be marked as: **RFP for Online Loan Re - Payment through NET BANKING, DEBIT CARDS** title and reference number and the name and address of the Bidder.

C.9.3 If the envelope is not sealed and marked as required, the Company will assume no responsibility for the bid's misplacement or premature opening.

C.9.4 Telex, Email or fax bids will be rejected.

C.10 Deadline for Submission of Bids

- C.10.1 Financial Bids must be received by the Company at the address specified under ITB Clause C.9.1 by date and time. In the event of the specified date for the submission of Bids being declared a holiday for the Company, the Bids will be received up to the appointed time on the next working day.
- C.10.2 The Company may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause C.4, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

C.11 Late Bids

- C.11.1 Any bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

C.12 Modification and Withdrawal of Bids

- C.12.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Company prior to the deadline prescribed for submission of bids.
- C.12.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause C.10. A withdrawal notice may also be sent by fax by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- C.12.3 No bid may be modified subsequent to the deadline for submission of bids.
- C.12.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the bid form.
- C.12.5 If any change becomes necessary due to any clarification, revised commercial bid in a separate sealed cover shall be submitted with prior written permission of the Company.

C.13 Contacting the Company

- C.13.1 No Bidder shall contact the Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Company, it should do so in writing.
- C.13.2 Any effort by a Bidder to influence the Company in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

C.14 Evaluation Criteria

The successful bidder will be the one who is evaluated as T1 + L1. Weightage of 40 % will be given to Technical Evaluation based on the details provided at the time of evaluation and 60% to Commercial Bid.

The details of the same are mentioned in Part B.

C.15 Award Criteria

- C.15.1 Subject to ITB clause C.16, the financial evaluation committee will select vendor with the highest rating as the successful bidder, for the system and services as requested vide this RFP and who satisfy all the conditions of the contract and meet the qualification requirement of the bidding document. The financial evaluation committee of the Company reserves the right to negotiate the price with the successful vendor. The Company will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid (qualified and with highest rating) as per the evaluation criteria defined in the RFP process.
- C.15.2 Company is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part or to reject any or all bids.
- C.15.3 The Bid security shall be refunded to the vendors to whom the contract is not awarded within 60 working days of opening of Bid.

C.16 Time Line / Critical Dates

- C.16.1 Upon request of the Company, the vendor shall provide a detailed work plan, with details of the resources proposed to be deployed, for approval by the Company. The work plan must be satisfactory to the Company and will be approved by the company before going ahead with the activity.
- C.16.2 Vendor shall recommend relevant and viable strategies to achieve all the work objectives and requirements contained in this RFP.

C.17 Company's right to accept any Bid and to reject any or All Bids

- C.17.1 The Company reserves the right to accept or reject any or all Bids. Bids may be accepted or rejected in total or in any part or items thereof. Any Bid not containing sufficient information, in view of the Company, to permit a thorough analysis may be rejected.
- C.17.2 The Company reserves the right to accept a combination of parts of more than one bid and to negotiate with any or all Bidders.
- C.17.3 The Company reserves the right to verify the validity of bid information, and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate in the Company's estimation.
- C.17.4 The Company shall have the right to determine in its own best judgment, the Bidders whose bids will qualify for the short list, if any, and thereafter, the final selected firm to undertake the work.
- C.17.5 Bids not conforming to the requirements of the RFP Document may not be considered by the Company. However, the Company reserves the right, at any time, to waive any of the requirements of the RFP, if, in the sole discretion of the Company, the best interests of the Company would be served.

C.17.6 If , in the opinion of the Company, any Bidder has clearly misinterpreted the Work and /or underestimated the hours and / or value of the Work to be performed as reflected in the bid content and submitted price(s)/rate(s), then the Company may reject the bid as unbalanced (i.e. not representative of the Work Scope) .

C.17.7 Furthermore, the Company shall have the right to cancel the RFP process at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders. Reasons for cancellation, as determined by the Company in its sole discretion, include, but are not limited to , the following:

- (i) Services contemplated are no longer required;
- (ii) Requirements and terms of reference (scope of work) of the RFP document were not adequately or clearly defined due to unforeseen circumstances and /or factors and /or new developments;
- (iii) The RFP did not allow for consideration of all significant elements of the Company for the work (e.g. new/additional matters have arisen);
- (iv) Proposed price is unacceptable for the Work; and
- (v) The Project ceases to be in the best interest of the Company

C.18 Notification of Award

D.18.1 Prior to the expiration of the period of bid validity, the Company will notify the successful bidder in writing by letter or by fax, to be confirmed in writing by a letter, that its bid has been accepted.

D.18.2 The notification of award will constitute the formation of the Contract.

C.19 Signing of Contract

C.19.1 At the same time as the Company notify the successful bidder that its bid has been accepted, the Company will send the bidder the Contract Form incorporating all agreements between the parties.

C.19.2 The successful bidder shall sign and date the SLA and return it to the Company.

C.20 Company's right to vary scope of Contract at the time of award and during the term of the contract.

C.20.1 Company may at any time, by a written communication given to the winning bidder, make changes within the scope of the contract as specified.

C.20.2 If any such change causes an increase or decrease in the cost of , or the time required for the vendor's performance of any part of the work under the contract, whether changed or not changed by order, an equitable adjustment shall be made in the Contract Price or time schedule, or both and the Contract shall accordingly be amended. Any claims by the vendor for adjustment under this Clause must be asserted within thirty (30) days from the date of the vendor's receipt of the Company's changed order.

C.21 Rejection Criteria.

Besides other conditions and terms highlighted in the RFP document, bids may be rejected under following circumstances:

- C.21.1 Bids received by the Company after the last date of receipt of bids prescribed.
- C.21.2 Bidder not qualifying the Eligibility criteria mentioned in A.2
- C.21.3 Any effort on the part of the bidder to influence the Company's bid evaluation, bid comparison or contract award decisions.
- C.21.4 Bids without power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- C.21.5 Revelation of prices in any form or by any reason before opening of commercial bids.
- C.21.6 Failure to furnish all information required by the RFP document or submission of a bid not substantially responsive to the RFP Document in every respect or submission of incorrect / misleading information.
- C.21.7 Incomplete price bid or Financial bid.
- C.21.8 Total lump sum price quoted by the bidder does not include all statutory taxes and levies applicable
- C.21.9 Bidder not quoting for the applicable complete scope of work as indicated in the RFP document
- C.21.10 Bids with deviations or conditions unacceptable to the Company.

C.22 Local Conditions

- C.22.1 It will be imperative on each bidder to fully acquaint himself with the local conditions, any limitations, existing systems, network and factors at the respective location of the Company site which would have any effect on the performance of the contract and / or the cost.
- C.22.2 The bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at bidder's own cost.
- C.22.3 It is the responsibility of the bidder that such factors have been properly investigated and considered while submitting the bid proposal and that no claim whatsoever including those for financial adjustment to the contract awarded under the RFP document will be entertained by the Company and that neither any change in the time schedule of the contract nor any financial adjustment arising thereof shall be permitted by the Company on account of failure of the bidder to appraise themselves of such conditions/limitations.

PART D**TERMS & CONDITIONS OF CONTRACT****D.1 Responsibility**

D.1.1 The LICHFL intends the contractor/vendor appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

D.1.2 The Vendor is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.

D.1.3 The prices quoted by the Vendor shall include all costs such as, taxes, levies, cess, excise and custom duties that need to be incurred except Service Tax, Octroi, which will be extra and mentioned separately as applicable.

D.2 Payment

D.2.1 Company shall make payments only to the vendor at the times set out in the Payment Schedule subject always to the fulfillment by the vendor of the obligations herein. The vendor must accept the payment terms proposed by LICHFL. The financial bid submitted by the vendor must be in conformity with the payment terms proposed by LICHFL. Any deviation from the proposed payment terms would not be accepted.

D.3 Prices

D.3.1 Prices payable to the vendor as stated in the Contract shall be fixed at the time of finalization of the contract.

D.3.2 Escalation of Costs: The vendor shall in no circumstance be entitled to any escalation of costs or price of any material / items supplied or services mentioned under the contract.

D.4 . Contract Amendments

D. 4.1 Subject to Scope of work, no variation in or modification of the terms of the contract shall be made except by written amendment signed by both the parties.

D.5 Assignment

D.5.1 The vendor shall not assign, in whole or in parts its obligations to perform under the Contract, except with the Company's prior written consent.

D.6 Delays in the vendor's Performance

D.6.1 If at any time during performance of the Contract the vendor should encounter conditions impeding timely delivery and performance of Services, the vendor shall promptly notify the Company in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice the Company shall evaluate the situation and may, at its discretion, extend the vendor time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

D.6.2 Except as provided under conditions of contract clause D.9, a delay by the vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages.

D.7 Liquidated Damages and Penalties.

D.7.1 If the Tenderer fails to deliver any or all of the goods and services or complete the installation/commissioning within the period specified in the purchase/work order, LIC HOUSING FINANCE LTD., shall without prejudice to its other remedies, deduct as liquidated damage 1.0(one) percent of the price of the PBG deposited, for every week of delay or part thereof up to a maximum deduction of 10%. Once the maximum is reached, the Company may consider termination of the Contract pursuant to conditions of Contract Clause D.8 AND D.9.

D.7.2 Penalty based on downtime of the services will be calculated and penalty will be charged as per the table below:

S. No.	Uptime computed on monthly basis	% of Maximum of Sum of Transaction Amount in a day, in the month the uptime is breached
1	98% to 99%	1.00%
2	97% to 98%	2.00%
3	95% to 97 %	3.00%
4	90% to 95 %	5.00%
5	< 90 %	10.00%

The penalty will be limited to 10% of the PBG in a month. Any misreporting or any fraud on the part of PSP shall entail a penalty equal to the fraud amount. The amount shall be deducted from the Bank Guarantee and the deficit of Bank Guarantee shall be made good within 10 days by the vendor and if the default occurs repeatedly the contract may lead to termination.

If the Uptime committed falls below 90% the company may impose any one or more of the following viz. invocation of Bank Guarantee / forfeiture of security deposit, imposition of liquidated damage, blacklisting etc.

D.7.3.1 All the proceeds of collection transactions of a day, on T+2 (Date of transaction + 2 working day) in LIC HOUSING FINANCE LTD. designated bank account, failing which they shall be liable to pay penal interest equivalent to Prime Lending Rate of 14.5% p.a. shall be charged for first day.

D.7.3.2 This penal interest shall be at the rate of 14.5% + 1% per annum (Prime Lending Rate + 1%) for 2nd delay in the same month and if the default occurs repeatedly it may lead to forfeiture of cash security deposit and additional cash security and the contract may also be cancelled.

D.8 Termination of Contract

1. Either party may terminate the contract without assigning any cause by giving 120 days written notice. Further, any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by both the parties during the period of termination notice and the same must be satisfied before this agreement is terminated.
2. The Contract in whole or part can be terminated at the option of the LIC HOUSING FINANCE LTD., if the LIC HOUSING FINANCE LTD. for any reason whatsoever does not require the whole or part of the job thereof as specified in the tender to be carried out and in the said event the LIC HOUSING FINANCE LTD. shall give notice of one month in writing of the fact with reason to the Tenderer / Bidder, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of termination of contract by the LIC HOUSING FINANCE LTD. and of any alterations having been made by the LIC HOUSING FINANCE LTD. in the original specification or the designs and instruction which shall involve any curtailment of the work contemplated.
3. The Company without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case he fails to honour his bid / contract without sufficient grounds or found guilty for breach of condition /s of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff or in case there are more than 3 penalties on Service Provider in any month.

D.9 Termination for Default

D.9.1 The Company may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

If the vendor fails to deliver any or all of the deliverables mentioned in scope Part B or perform services and obligations within the period(s) specified in the Contract, or within any extension thereof granted by the Company pursuant to conditions of contract clause no.D.9.2

D.9.2 In the event the Company terminates the Contract in whole or in part, pursuant to the conditions of contract clause D.11.1 Company 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 the

Company 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.

D.10 Force Majeure

D.10.1 Notwithstanding the provisions of conditions of contract clause no. D.6, D.7 & D.8 the vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

D.10.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Company either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

D.10.3 If a Force Majeure situation arise the vendor shall promptly notify the Company in writing of such conditions and the cause thereof. Unless otherwise directed by the Company in writing, the vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

D.11 Termination for Insolvency

D.11.1 The Company 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 termination will be without compensation to the vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Company.

D.12 Termination for Convenience

D.12.1 The Company, by written notice sent to the vendor may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Company's convenience, the extent to which performance of the vendor under the Contract is terminated, and the date upon which such termination becomes effective.

D.13 Settlement of Disputes/Arbitration

D.13.1 All disputes or differences of any kind, whatsoever, arising out of or in connection with this contract or in discharge of any obligation arising out of this Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), the Parties to this contract shall endeavour to settle such disputes and/or difference amicably. If both the parties fail to reach such amicable settlement, either party(the Company or the vendor) may within 30 days of such failure, give a written notice to the other party clearly setting out there in the specific dispute/s and/or difference/s, which require to be arbitrated upon. Such dispute/s and/or difference/s shall be referred to a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator, one to be nominated by each party and the said

arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the Request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed/made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.

- D. 13.2 Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- D.13.3 The arbitration shall be covered by the provision of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time.
- D.13.4. In the event of the arbitrator or any of the arbitrators, as the case may be, dying or resigning or being unable to act by reason of physical disability or as the case may be, it shall be lawful for the appointing party of such arbitrator(s) to appoint another arbitrator in the place of the said arbitrator in the manner provided herein above.
- D.13.5 The arbitrator or the arbitrators, appointed under this contract, shall have the power to extend the time to make the award with the consent of the Parties hereto.
- D.13.6 Pending reference to arbitration and award thereon, the parties hereto shall make all endeavour to complete all the items of work, obligations etc. under this Contract in all respects and disputes/differences, if any, shall be finally settled in arbitration.
- D.13.7 Upon every or any such reference to arbitration, as provided herein, the cost of the incidental to the reference and award respectively shall be at the discretion of the arbitrator or the arbitrators and the presiding arbitrator, as the case may be. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- D.13.8 In case, during the arbitration proceeding, the parties hereto mutually settle, compromise or compound their dispute/s or difference/s, the reference to the arbitrator and the appointment of the arbitrator or the arbitrators or the presiding arbitrator, as the case may be, shall stand withdrawn or terminated with effect from the date on which the parties hereto file a joint memorandum of settlement thereof with the arbitrator or the arbitrators and the presiding arbitrator, as the case may be.
- D.13.9 The arbitrator/s or the presiding arbitrator, as the case may be, shall give detailed reasons in respect of each claim or counter claim, irrespective of the amount, while passing the award.
- D.13.10 The decision of the arbitrator/s or the presiding arbitrator as the case may be shall be final and binding upon both parties.

D.14 Governing Language

D.14.1 The Contract shall be written in English or Hindi language Subject to condition of contract clause, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

D.15 Applicable Law

D.15.1 The Contract shall be interpreted in accordance with the Laws of India.

D.15.2 Governing laws / Jurisdiction all matters relating to this activity shall be governed by the laws of India. Courts at Mumbai shall have the jurisdiction to decide or adjudicate on any matter, which may arise.

D.16 Notices

D.16.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Fax and confirmed in writing to the other Party's address. For the purpose of all notices, the following shall be the address of the Company and vendor

Company: General Manager (IT)
LIC Housing Finance Ltd.
45/47, 2nd Floor, Bombay Life Building,
V.N. Road, Fort
Mumbai – 400001

Vendor: (To be filled in at time of Contract signature)

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D.16.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.

D.17 Taxes and Duties

D.17.1 Vendors shall be entirely responsible for all taxes, duties, license fees etc. incurred.

D.17.2 If there is any reduction in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Company.

D.18 Vendor Integrity and Vendor's Obligations

- D.1781 The vendor is responsible for and obliged to conduct all contracted activities in accordance with the contracts using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.
- D.18.2 The vendor is obliged to work closely with the Company's staff, act within its own authority and abide by directives issued by the Company.
- D.18.3 The vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- D.18.4 The vendor will treat as confidential all data and information about the Company, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Company.
- D.18.5 The vendor shall perform the activities/services and carry out its obligations under the contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The vendor shall always act, in respect of any matter relating to this Contract, as faithful advisor to the Company and shall, at all times, support and safeguard the Company's legitimate interests in any dealings with third parties.
- D.18.6 The vendor is to abide by the job safety measures prevalent in India and will free the Company from all demands or responsibilities arising from accidents or loss of life the cause of which is the vendor's negligence. The vendor will pay all indemnities arising from such incidents and will not hold the Company responsible or obligated.

D.19 Components of the Contract

- D.19.1 The Contract will be based, on response to this RFP document, the Bidder(s) response to the questions in the RFP document; clarifying questions raised in writing by Company and the response in writing to those questions; clarifying questions raised in writing by the bidder(s) and the responses in writing to those questions.

If any of the terms and conditions under this Contract is held invalid, illegal or unenforceable, this will not affect the validity, legality or enforceability of the other terms and conditions under this Contract.

D.20 Scope of work/Contract

- D.20.1 Scope of the Contract shall be as defined in PART B of this RFP document and any addenda, corrigendum and Annexes thereto of this RFP document.

D.21 Reporting Progress

D.21.1 Vendor shall monitor progress of all the activities related to the execution of this contract and shall submit to the Company, at no extra cost, progress reports with reference to all related work, milestone and their progress during the implementation phase on a weekly basis.

D.21.2 The Company reserves the right to inspect and monitor the progress/performance of the work/services at any time during the course of the Contract. At any time during the course of the Contract, the Company shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance of the vendor of its obligations/functions in accordance with the standards committed to or required by the Company.

D.22 Indemnification

The vendor shall indemnify the company (LICHFL) AGAINST loss of data / damage to data / any loss arising as a result of any negligence/ of vendor or arising out of misuse of any data or any loss during the work as decided/quantified by the Company.

D.23 Terms of Payment

- a) The contract price shall be paid in the manner specified in the bid document. No invoice for extra work/change order on account of change order will be submitted by the bidder unless the said extra work/change order has been authorized/ approved by the LIC HOUSING FINANCE LTD. in writing.
- b) No integration fees will be paid to the PSP. No cost/charges shall be paid by LIC HOUSING FINANCE LTD. on account of capital cost/maintenance of server and software to successful bidder. Further LIC HOUSING FINANCE LTD. shall not bear any cost of integration with banks and cash card companies. Per ticket transaction charges along with Service Tax shall be paid by the consumer along with loan repayment.
- c) Final Payment on the supplied services shall be made after commissioning of the services (i.e. acceptance test" imply running of goods and services for 15 days) on the bills submitted duly authenticated by an authorized officer of the Company. Purchase/work Order will be issued by the LIC HOUSING FINANCE LTD. indicating therein the details of the goods & services and the delivery schedule.
- d) The bidder's request for payment shall be made to the LIC HOUSING FINANCE LTD. in writing, accompanied by invoices describing, as appropriate, the goods and Related Services performed and delivered, accompanied by the supporting documents.
- e) Payments shall be made promptly by the LIC HOUSING FINANCE LTD., no later than forty five (45) days after submission of an invoice or request for payment by the bidder, and the LIC HOUSING FINANCE LTD. has accepted it.
- f) If any excess payment has been made by the LIC HOUSING FINANCE LTD. due to difference in quoted price in proposal and bidder's invoice, the LIC HOUSING FINANCE LTD. may without prejudice to its rights recover such amounts by other means after notifying the bidder or deduct such excess payment from any payment subsequently falling due to the LIC HOUSING FINANCE LTD..
- g) Successful Bidder has to ascertain that the Performance Bank Guarantee for an amount of Rs. 500000/- (Rupees Five Lacks only), has been submitted within 7 days of release of Purchase Order.
- h) The currency in which payment shall be made to the supplier under this contract is Indian Rupees (INR).

- i. No payment separately towards taxes & duties etc. other than the quoted in the price schedule for each item of work shall be payable by the LIC HOUSING FINANCE LTD.
- ii. It may be noted that all taxes, duties, levies, Inspectorate charges and other charges are to be included in the unit / total contract price and LIC HOUSING FINANCE LTD. is not liable to pay any taxes, duties, levies over and above the unit contract value. Also the bidder has to include all types of freight and insurance charges in the unit/total contract value and LIC HOUSING FINANCE LTD. is not liable to pay any charges towards insurance or freight.
- iii. "Service Level Agreement" (SLA) shall mean the Service Level Agreement entered into between the LIC HOUSING FINANCE LTD. and the successful bidder.
- iv. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of the Contract and the right to ownership and registration of these rights.

The work as detailed in this tender shall be executed and completed within the period stipulated in the Work Order that will be issued in accordance with the Tender documents. Technical Specifications, Bill of Quantities and Drawings are required to the satisfaction of LIC HOUSING FINANCE LTD. The work shall however be carried out and completed in phases for which start date and completion date shall be mutually discussed and agreed upon before the award of work order. The work shall not be considered as completed until LIC HOUSING FINANCE LTD. certifies in writing that the same has been completed.

D.24 SLA Signing

The successful bidder has to sign a SLA with the Company within 10 days of issuing the LOA for the provision and execution of services as per the tender terms.

D.25 Performance Bank Guarantee

The bidder needs to supply the Performance Bank Guarantee for an amount of Rs. 500000/- (Rupees Five Lacks only), within 7 days of release of Purchase Order. The PBG will be applicable for the period of 3 years. The Performance Bank Guarantee shall be invoked if the bidder fails to complete the implementation within stipulated period and if the bidder fails to provide the uptime provided under SLA.

D.26 Other Terms

- a) The Bidder will not have any direct interaction with any third party agency on behalf of the Company.
- b) All communications to the employees or third party agencies would be through designated channels as directed to by the Company.
- c) The bidder shall not use or disclose any Confidential Information of the Company except as specifically contemplated herein. For purposes of this tender / contract "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

PART E CONTENTS OF BID

Bidder is required to submit a Commercial bid in response to this RFP.

Financial Bid

All communications to the employees or third party agencies would be through designated channels as directed by the Company. Non acceptance of the terms & conditions as stated in RFP shall render the Tender invalid.

The bidder should quote the prices as per the details given in Annexure A.5. Line item wise details should be given in the table below:

ELECTRONIC PAYMENT & COLLECTION SERVICES

S.No.	Particulars	In figures	In words
1	[A] Transaction Processing Fees		
a	Debit Cards (Rs. Per transaction / % of Transaction amount)		
b	Net Banking (Rs. Per transaction)		

Note: LIC HFL has the sole discretion to use either one or both the modes of repayments as mentioned in the commercial bid.

- The rates to be quoted in figure and words. The rates shall be quoted unconditionally and Conditional tenders shall be rejected.
- No technical details and terms and conditions shall be attached with the Price bid.
- It is mandatory that bidder shall provide the facility for all types of Transactions given against Sr no. 1 in the price bid scheduled above.
- No cost/charges shall be paid by LIC HOUSING FINANCE LTD. on account of capital cost/maintenance of server and software to successful bidder.
- Service Tax on the transaction amount shall be payable extra if applicable. All other taxes/charges should be included in the cost.
- LIC Housing Finance Ltd. is free to start or stop all or any of the payment option as and when required.
- LIC Housing Finance Ltd. will not be paying any one time configuration, service setup, installation, integration charges or AMC charges to the vendor.
- LIC Housing Finance Ltd. will prefer fixed charges for debit card transaction. If quoted in % by some vendor. % Charges applicable on Rs. 10,000/- will be taken as comparative charge with fixed amount quoted by other vendor.

e.g. Vendor A quoted 1% and vendor B quoted Rs. 10 per transaction. Charge arrived for vendor A would be Rs. 10,000 * 1% = Rs. 100/- .

Annexure A.1 Letter of Submission**LETTER OF SUBMISSION**

Ref: LICHFL/CO/IT/2015-16/RFP001

Date:

To:

General Manager (IT),
LIC Housing Finance Ltd.
45/47, 2nd Floor, Bombay Life Building,
V.N. Road, Fort, Mumbai – 400001.

Sir,

Being duly authorized to represent and act on behalf of(bidder) and having reviewed and fully understood all the qualifications and requirement and information provided, the undersigned hereby expresses its interest and submit the commercial bid in accordance with your RFP No. Ref : LICHFL/CO/IT/2015-16/RFP001 dated : 29-04-2015 . We are hereby submitting our Response with all the desired information and documents.

We hereby declare that all the information and statements made in this Response are true and accept that any misrepresentation contained therein may lead to our disqualification.

We understand you are not bound to accept this or any other response that you may receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure A.2: Technical Evaluation Criteria

Ref: LICHFL/CO/IT/2015-16/RFP001

Date:

S.NO.	Eligibility Criteria	Documents to be Submitted
1.	The bidder must be an Indian firm/ organization registered under Indian Companies Act.	Copy of Certificate of Incorporation issued by Registrar of Companies
2.	Bidder should be authorized by Reserve Bank of India (RBI) to provide Electronic Payment Aggregation Services.	Copy of the audit Annual Reports and /or certificate of the Chartered Accountant.
3	Bidder should have been providing (Currently running as on date of publishing of the RFP) similar services to at least 25 organizations/customers in the last 3 years and should have Minimum Experience of 2 years in providing the Internet Payment service in India.	List of Customers to be provided separately.
4	The Bidder should offer all services directly and should have demonstrated experience of managing electronic payments and online payments services with large institutions, particularly within the Government/Public Sector institutions and should be providing such services to at least 5 large government / PSU entities/BFSI in the last 3 years	Copy of Purchase Order/ work Order.
5	Bidder should be able to provide following services: Online Payment Gateways services with acceptance of Debit Cards, Internet Banking and Cash Cards. Bidder should have relevant business arrangement with at least 30 banks including at least 15 public sector banks and payment through mobile banking. The contracts with all the partners should be valid for at least 6 months from date of issue of RFP. Certification from the respective partners are required to be enclosed. Contract expiry dates for various partners be mentioned.	Copy of Arrangements / contracts /Certificate of Tie up.
6	The bidder should have at least one globally accepted certification for information security like VeriSign etc.	Copy of certification/ license.
7	The bidder shall be certified for PCI DSS (Payment Card Industry Data Security Standard) company and shall have ISO 27001 like certification for information security management.	Copy of certificate/ license.
8	The PSP should have at least one globally accepted certification for information security like VeriSign etc.	Copy of certificate/ license.
9	The bidder should not be joint venture/joint bidding company and should be exclusively associated with providing Online Payment Gateway services and e-Payments.	Undertaking for the same
10	The Bidder shall have valid PAN, Sales Tax and Service Tax Number.	Copy of PAN Card/Letter of reregistration for Sales Tax and

		Service Tax.
11	The Bidder should have an average turnover of at least Rs. 50 Crores, in the electronic payments business across the last financial years and Bidder should have been profitable for the last 2 years [or at least 2 of the last 3 years]	Copy of Balance Sheet, profit and Loss Account for the given period.
12	The bidder should not be currently blacklisted by any Central/State Govt. dept. /Public Sector Unit. The Bidder is in litigation with LIC HOUSING FINANCE LTD. or with any any Central/State Govt. dept. /Public Sector Unit.	Certificate from the Chief Executive / Authorized Officer of Company.

Date:
**Name and Signature of Bidder
With Corporate Seal**

Annexure A.3: NON-DISCLOSURE AGREEMENT

(No deviations in wordings permitted)

To be executed over Rs.200 Stamp/Franked paper .

This Non-disclosure Agreement ("NDA") is made and entered into this ___ day of _____ in the year Two Thousand and Twelve (2013)

BY AND BETWEEN

LIC Housing Finance Ltd., Corporate Office, 45/47, 2nd Floor, Bombay Life Building, V.N. Road, Fort, Mumbai – 400001 hereinafter referred to as "LICHFL"

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

WHEREAS, the Respondent is aware that during engagement with LICHFL's, the Respondent may be gathering information on LICHFL's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by LIC HFL and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LICHFL.

WHEREAS, Respondent agrees to receive the Proprietary Information or other information from LICHFL and treat all such information as confidential information and to safeguard LICHFL'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 LICHFL in confidence. Respondent will use such Confidential Information only for the purpose of developing the Response to the said engagement; restrict disclosure of such Confidential Information to its employees and employees of its affiliated companies with a need to know and inform such employees of the obligations assumed herein. Respondent will not disclose such Confidential Information to any third party without the prior written approval of LICHFL.

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. It may be noted that all the information shared as a part of the LICHFL's collocation activity any documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configurations through a live Benchmark test both off shore as well as onsite shall be the sole property of LICHFL and shall be treated with the same degree of confidentiality as that of the Respondent.

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

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

Respondent agrees to protect the Confidential Information received from LICHFL 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 LICHFL of any unauthorized disclosure of LICHFL's Confidential Information.

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

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

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

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

Respondent agree that Confidential Information is and shall at all times remain the property of LICHFL. Respondent acknowledge that the Confidential Information is confidential and material to the interests, business and affairs of LICHFL and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of LICHFL. 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 LICHFL 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 LICHFL shall constitute any representation, warranty, assurance, guarantee, or inducement by Respondent to LICHFL 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 LICHFL.

There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither LICHFL 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 LICHFL 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 LICHFL or its affiliated companies or any commitment by LICHFL 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 LICHFL or any third party present on the Confidential Information. The Respondent shall not use or display the logos, trademarks etc., of LICHFL in any advertisement, press etc., without the prior written consent of LICHFL.

Upon the request of LICHFL, 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 LICHFL. 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 LICHFL 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 LICHFL in law or equity.

Confidential Information provided to the Respondent does not and is not intended to represent an inducement by LICHFL or a commitment by LICHFL 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 LICHFL.

Respondent agree that all of its obligations undertaken herein as the Respondent shall survive and continue for the period of the existence of this NDA and a period of five 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 LICHFL 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 LICHFL 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 honors, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement

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

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

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

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:

Annexure A.4 Details of Litigation(s)

Details of Litigation(s)

 Ref: **LICHFL/CO/IT/2015-16/RFP001**

Date:

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

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

(B) Blacklisted by any Govt. /PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance in the last three years.

Witness:
Bidder:

Signature:

Authorized Signatory:

Name and Address:

Name and Address:

Date:

Date:

Annexure A.5: Commercial BID

Ref: LICHFL/CO/IT/2015-16/RFP001

Date:

ELECTRONIC PAYMENT & COLLECTION SERVICES

S.No.	Particulars	In figures	In words
1	[A] Transaction Processing Fees		
a	Debit Cards (Rs. Per transaction / % of Transaction amount)		
b	Net Banking (Rs. Per transaction)		

I/We hereby declare that the taxes mentioned/charged in the annexure are as per the tax laws applicable in India.

Authorized Signature:

Name and Title of Signatory:

Name and Address of Firm/Company:

(With Company Seal)

Note: LICHFL has the sole discretion to use either one or both the modes of repayments as mentioned in the commercial bid.

Check List

S. No.	Documents to be submitted	Submitted (Yes/ No)
1	Annexure A.1 Letter of Submission	
2	Annexure A.2 Technical Evaluation Criteria / Eligibility criteria for Vendor / System Integrator with supporting documents.	
3	Letter from Chief Executive Certifying Companies should not have been declared ineligible/blacklisted by any State or Central Government or PSU.	
a.	Copy of Certificate of Incorporation issued by Registrar of Companies	
b.	Copy of the audit Annual Reports and /or certificate of the Chartered Accountant.	
c.	List of Customers to be provided separately.	
d.	List of 5 large government / PSU entities/BFSI in the last 3 years, name of project and date of project.	
e.	List of Banks, nature of agreement, contract valid up to.	
f.	Copy of globally accepted certification for information security like VeriSign etc., certification/ license.	
g.	Copy of certificate/ license information security management.	
h.	Undertaking for not be joint venture/joint bidding company	
i.	Copy of PAN Card/Letter of reregistration for Sales Tax and Service Tax.	
j.	Certificate from the Chief Executive / Authorized Officer of Company as required in eligibility criteria B.1 (point no. 10 of table).	
4	Annexure A.3: NON-DISCLOSURE AGREEMENT	
5	Details of Litigations – (Annexure – A4)	
6	Undertaking from the Bidder, confirming his unconditional acceptance of full responsibility for executing the 'Scope of work' and meeting all obligations of this Bid without any deviation.	
7	Annexure 5: Commercial Bid	

---End of Document--