

Facility Management Services (FMS) for Data Center & Windows Support and Central Network Support Operation



RFP Reference: IT/Infra/2019/FMS_DC_NW

Date of Release:01/Oct/2019

Contents

CONTENTS	2
REQUEST FOR PROPOSAL.....	4
1. INTRODUCTION	4
2. ELIGIBILITY CRITERIA	5
3. SCOPE OF WORK	5
4. INSTRUCTIONS FOR SEALING AND MARKING THE COMMERCIAL BIDS	5
4.1 BIDDING PROCESS	5
4.2 PREPARATION AND SUBMISSION OF BIDS	5
4.3 BID PRICES.....	6
4.4 CLARIFICATION RELATING TO THE RFP	6
4.5 AMENDMENTS TO THE BID DOCUMENT.....	7
4.6 BIDDER PRESENTATIONS	7
4.7 FORMAT AND SIGNING OF THE BID.....	7
4.8 DOCUMENTS COMPRISING THE BID	7
4.9 LANGUAGE OF BID	7
4.10 PERIOD OF VALIDITY	7
4.11 CORRECTION OF ERRORS.....	7
4.12 BID EVALUATION.....	8
4.13 DURATION AND CONDITION OF ENGAGEMENT	8
5. TERMS AND CONDITIONS.....	8
6. PAYMENT MILESTONE	9
7. RIGHT TO VERIFICATION.....	9
8. DOMESTIC PRESENCE OF BIDDERS.....	9
9. COMPLETE PROPOSALS	9
10. COST BREAK UP.....	9
11. ACCEPTANCE OR REJECTION OF THE BID	9
12. BIDDER INDICATION OF AUTHORIZATION TO BID	10
13. AWARD OF CONTRACT	10
14. RFP OWNERSHIP	10
15. PROPOSAL OWNERSHIP	10
16. SERVICE LEVEL AGREEMENT (SLA) GUIDELINES	10
17. TIME LINES FOR COMPLETION AND PENALTY.....	10

18.	BIDDER STATUS	10
19.	CONFIDENTIALITY.....	10
20.	NON-DISCLOSURE AGREEMENT.....	11
21.	INDEMNIFICATION	11
22.	PERFORMANCE BANK GUARANTEE	11
23.	ARBITRATION	12

REQUEST FOR PROPOSAL

This Request for Proposal (RFP) is being issued by SBI Life Insurance Co Ltd (hereinafter referred to as SBI LIFE) inviting proposals (technical and commercial) for Facility Management Services for Datacenter and Network Support Services of SBI LIFE as mentioned in the Scope.

Providing infrastructure management services as explained in the Scope, after the signing off document.

The time schedule for various activities is mentioned in below table:

Table 1.1

Activity	Date
Release of RFP	01/Oct/2019
Query from Service Providers	09/Oct/2019
Response from SBI Life to Bidder's queries	11/Oct/2019
Submission of proposal	15/Oct/2019
Presentation by short-listed bidders, if required	Between 16/Oct/2019 and 18/Oct/2019

This RFP is not an offer by SBI LIFE, but an invitation for Bidder response. No contractual obligation whatsoever shall arise from this RFP process unless and until a formal contract is signed and executed by the duly authorized signatory of SBI LIFE and the Bidder.

Responses submitted after the stipulated date and time will not be entertained.

1. INTRODUCTION

SBI Life Insurance Company Limited ("SBI Life"/ "the Company"), established in 2001, is a joint venture between State Bank of India and BNP Paribas Cardif S.A. and is one of the leading life Insurance companies in India. SBI Life has an authorized capital of ₹ 20.0 billion and a paid up capital of ₹ 10.0 billion.

SBI Life offers a comprehensive range of life insurance and pension products at competitive prices, ensuring high standards of customer service and world class operating efficiency. The Company offers individual and group products which include savings and protection plans to address the insurance needs of diverse customer segments.

SBI Life has a multi-channel distribution network comprising of an expansive Bancassurance channel with SBI, which has an unrivalled strength of over 22,000 branches across the country. SBI Life also has a large and productive agent network comprising of 112,119 agents, as on June 30, 2018. The Company's other distribution channels include direct sales and sales through corporate agents, brokers, insurance marketing firms and other intermediaries. As on June 30, 2018, the Company has a widespread network of 837 offices across the Country to address customer needs effectively and efficiently. The Company had an AUM of ₹ 1,202.8 billion as of June 30, 2018.

The Company is listed on National Stock Exchange ("NSE") and The Bombay Stock Exchange ("BSE").

For more details, please visit: <https://www.sbilife.co.in/>

SBI LIFE solicits offer from reputed Vendors with requisite expertise & experience for FMS services for the Datacenter and Network services of SBI LIFE in this Request for Proposals (RFP).

This RFP is not an offer by SBI LIFE, but an invitation for Bidder responses. No contractual obligation on behalf of SBI LIFE, whatsoever, shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of SBI LIFE and the Bidder.

SBI LIFE reserves the right to amend, modify, add, delete, accept or cancel in part or full any conditions or specification of all proposals/ bids, without assigning any reason thereof at any time during the tender process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and contract negotiation processes.

2. Eligibility Criteria

Each Bidder must bid for all the components defined in the scope of work. Partial bids will be rejected.

Bid should be submitted by one single entity / organization. Bidder will not be permitted to submit the bid in a consortium with any service provider / supplier. Bids submitted by consortium will be rejected without assigning any reasons thereof.

Enclosed complete eligibility criteria for participating bidder in Annexure-1.

3. SCOPE OF WORK

Under this service, SBI LIFE expects the bidder to provide a FMS (Facility Management Services) for its Data Center and Network Support Services in conformance with statutory requirements and government regulations for the work undertaken by them.

The **mandatory scope of work for FMS** is enclosed as **Annexure 2** for Datacenter Support & MS Windows Administration and **Annexure 3** for Network Support operation

4. Instructions for Sealing and marking the Commercial Bids

4.1 Bidding Process

The bids shall be submitted in two separate sealed envelopes, one containing Technical Bid and other Commercial Bid, both to be submitted together in one envelope. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria and agree to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Those bids that have complied to Technical bids shall be qualified for commercial bid opening and further RFP process.

4.2 Preparation and Submission of Bids

- a. The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder and purchaser must be written in English.
- b. Vendor must provide individual and factual replies to specific questions asked in the RFP.
- c. Technical bid should comprise of hard copy. Hard copy of technical bid should be a complete document and placed in a sealed envelope super-scribed as "TECHNICAL BID". These two sealed envelopes should be placed in a single sealed envelope super scribed as "Technical bid for SBI Life - FMS for Data Center & Windows Support and Central Network Support Operation

The technical bid should consist of the following:

- i. A letter on bidder's letterhead mentioning certifying that the period of the validity of the bid is 180 days from the target date of submission of bid.
- d. Confirming that the bidder has quoted for all the items/services mentioned in the bid in their commercial bid.
- e. Supporting documents in respect of Eligibility Criteria as mentioned in Annexure-1.
 - i. Audited balance sheets and profit and loss account statement for last 3 years as per eligibility criteria.
 - ii. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- f. Bidder should submit commercial bid as per Annexure 5 of the bid document. Commercial bid should comprise of one hard copy. Hard copy of commercial bid should be a complete document and placed in a sealed envelope super-scribed as "COMMERCIAL BID" For "FMS for Data Center & Windows Support and Central Network Support Operation".
- g. The bids should be submitted in envelope one for Technical Bid (super scribed as "Technical bid for SBI Life – "FMS Data Center & Windows Support and Central Network Support Operation" and other for Commercial Bid (super scribed as "Commercial bid for SBI Life - FMS Data Center & Windows Support and Central Network Support Operation").
- h. All participating bidders will have to print Complete RFP Document, Scope of Work, SLA & Penalty Terms on their company letterhead and submit to SBI Life with signature & stamp, by authorized signature of bidder's organization, as an acceptance to all Terms & Conditions, specified in the RFP document.

4.3 Bid Prices

The prices should be specified only in "Commercial Bid" and must not be specified at any other place in the bid document. The quotes prices and all applicable taxes should be specified separately.

The price should be mentioned in Indian Net Rupees (INR) currency.

4.4 Clarification relating to the RFP

Requests for clarification may be submitted to SBI LIFE by e-mail to rfp.fmsdcnw@sbilife.co.in, on or before the last date of such queries as mentioned in Table 1.1. The response to all the clarifications will be provided by email to all vendors simultaneously.

Bidders must acquaint themselves fully with the conditions of the tender. No plea of insufficient information will be entertained at any time.

To assist in the scrutiny, evaluation and comparison of offers, SBI Life may, at its discretion, ask some or all Bidders for clarification of their offer. If deemed necessary, the Bidder is required to give presentation on the solution offered.

4.5 Amendments to the Bid Document

Amendments to the Bid Documents may be issued by SBI Life at any time during the tendering process. Amendments to Bid Documents so made, shall be deemed to form an integral part of the Bid Documents.

4.6 Bidder Presentations

Bidders may be asked to make technical presentations at SBI Life's Belapur Office. These presentations should cover details of the proposal described in this RFP document. The presentations will also give SBI LIFE an opportunity to clarify issues arising out of the Bidder's response to this RFP. SBI Life shall not be under any obligation to bear any part of the expenses incurred by the Bidder for the presentations.

4.7 Format and Signing of the Bid

The original and all copies of bid shall be typed or printed in a clear typeface. An accompanying letter is required, signed by an authorized signatory of the Bidder, committing the Bidder to the contents of the original response.

4.8 Documents comprising the BID

Bidders need to submit the documents for Commercial Bid as detailed in the sections respectively.

4.9 Language of BID

All bids and supporting documentation shall be submitted in English.

4.10 Period of Validity

The Bids shall be valid for a period of 180 days from the closing date for submission of the bid.

All the prices, technical specifications and other terms and conditions of the offer proposed by the Bidder should be valid for a minimum period of 180 days.

4.11 Correction of Errors

Arithmetic errors in bids will be treated as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and

Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of SBI LIFE, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.

Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Bill of Material, the amount obtained on totaling the line items in the Bill of Materials will govern.

The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

4.12 BID Evaluation

The Technical Bids will be evaluated as per terms against each clause of the Eligibility Criteria as **Annexure 1**. The following aspects may be considered for evaluating the technical bids

- Company profile,
- Management capabilities of bidder
- Bidder support facilities
- Past experience of the company in similar lines of business,
- Past experience of the SBI LIFE with the Bidder
- Reputation of the company,
- Delivery schedule,
- Compliance with technical specifications laid down
- Acceptance of terms and conditions laid down
- Technical Evaluation weightage

However, SBI LIFE, may at its discretion, compare the cost of individual items to arrive at a better cost structuring.

SBI LIFE, after price comparison, will find out the L1, L2 and L3 vendors, to ensure that there is fair competition; SBI LIFE reserves the right to assign the entire order to L1.

4.13 Duration and Condition of Engagement

SBI LIFE will engage and appoint the selected System Integrator for the project as detailed in the Scope of Work of RFP for the Objective and Description of the Project as detailed in this RFP in consideration of remuneration payable by SBI LIFE to the vendor.

SBI LIFE will reserve the right to terminate the services of the Vendor at any point of the Project. Either side will, in such a case, will provide 90 days' notice.

Duration for the engagement is initially for 3 years which may extendable as per agreed by SBI Life & Selected Bidder.

5. Terms and Conditions

- a. The quotation given by the Bidder will be exclusive of all taxes, as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any. The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Bidder to SBI Life.
- b. The prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period.
- c. Further, subsequent to the orders being placed/agreement executed, the Vendor shall pass on to SBI Life all fiscal benefits arising out of reductions in Government levies viz. sales tax, excise duty, custom duty, etc.
- d. SBI Life reserves the right to re-negotiate the prices in the event of change in the international market prices.

- e. The bidder shall implement and enforce data privacy through appropriate policies and procedures. The policy and procedure should cover appropriate training to personnel, controls to be in place to ensure privacy of data, define roles and responsibilities with respect to data privacy, and disciplinary action for contravention.
- f. The bidder shall ensure that appropriate controls are put in place to prevent transferring or making copies of SBI LIFE data onto any other medium in any format.
- g. The bidder shall ensure, before allocating any person to work on SBI LIFE data, that the personnel have the requisite aptitude for security of Information.

6. Payment Milestone

Payment will be Quarterly in arrears after submission of the penalty calculation sheet and review of the services:

7. Right to Verification

SBI LIFE reserves the right to verify any or all statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity to perform the job and would carry out complete or random check with the referrers provided to SBI LIFE in the RFI stage.

8. Domestic Presence of Bidders

The Bidders should have a presence in India and office in Mumbai during the entire period of contract.

9. Complete Proposals

The Bidder's proposal is subject to evaluation process. Therefore, it is important that the Bidders carefully prepares the proposal and answers the questionnaire completely. The quality of the Bidder's proposal will be viewed as an indicator of the Bidder's capability to provide the solution and Bidder's interest in the project.

The Bidder is required to respond to the RFP only in the prescribed format. Under no circumstances, the format can be changed, altered and modified. All pages in the bid should be authenticated by a duly authorized signatory of the bidder under seal.

10. Cost Break up

The Bidder will provide a detailed price break-up of all items as called for.

11. Acceptance or Rejection of the Bid

SBI LIFE reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever and the decision of SBI LIFE will be final and binding.

The tenders not submitted in the prescribed format or incomplete in any manner are likely to be rejected.

12. Bidder Indication of Authorization to Bid

Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms and conditions described in the Bidder's response. The proposal must be signed by an official authorized to commit the Bidder to the terms and conditions of the proposal. The signatory should have the authority to sign the above bid documents on behalf of the bidder.

13. Award of Contract

The acceptance of a Bid will be communicated in writing at the address furnished by the Bidder in the tender response. Any change of address of the Bidder, should therefore be promptly notified to SBI LIFE.

14. RFP Ownership

The RFP and all supporting documentation / templates are the sole property of SBI LIFE and violation of this will be a breach of trust and SBI LIFE would be free to initiate any action deemed appropriate.

15. Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of SBI LIFE.

16. Service Level Agreement (SLA) Guidelines

SBI LIFE will avail services under an agreed SLA with the Bidders. The detailed SLAs including uptime, response time and other requirements stipulated herein will be agreed at the time of signing the contract.

Major terms of SLA are provided in the Annexure 4 for FMS for Data Center & Windows Support and Central Network Support Operation. The Successful bidder shall be required to execute an SLA with SBI LIFE on stamp paper of ₹ 500/- or appropriate value within 15 days from the issuance of PO.

17. Time lines for completion and penalty

The selected bidder should be on board before 31st December 2019 with the required engineers to commence work. Failure in transition for supplying adequate required resources will attract penalty as below:

Penalty of 1% of full order value per week to be levied on the service provider in case of delay beyond delivery date mentioned in purchase order for FMS for Data Center & Windows Support and Central Network Support Operation to a maximum of 3% of overall order value, after which the order is liable to be cancelled.

18. Bidder Status

Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with SBI LIFE.

19. Confidentiality

This document contains information confidential and proprietary to SBI LIFE. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of SBI LIFE, the

Associates, Subsidiaries and/or business partners. Disclosure of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could be treated as breach of trust and SBI LIFE would be free to initiate any action deemed appropriate.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from SBI LIFE. Reproduction of this RFP, without prior written consent of SBI LIFE, by photographic, electronic, or other means is strictly prohibited.

20. Non-Disclosure Agreement

The Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in Annexure 6. The Bidder shall execute NDA with SBI LIFE on stamp paper of Rs 500 and submit this Non-Disclosure Agreement within 15 days after receipt of PO

21. Indemnification

The Bidder shall, at its own cost and expenses, defend and indemnify SBI LIFE against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India.

The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If SBI LIFE is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees.

The Bidder shall also be liable to indemnify SBI LIFE, at its own cost and expenses, against all losses/damages, which SBI LIFE may suffer on account of violation by the Bidder of any or all national/international trade laws, norms, standards, procedures etc.

The Bidder should furnish a photocopy of the Agreement with their Principals in respect of hardware and software products offered. Further, the Vendor shall indemnify SBI LIFE and keep indemnified against any loss or damage that SBI LIFE may sustain on account of any violation of patents, trademark etc., by the Vendor in respect of hardware, hardware components, system software, etc. supplied.

22. Performance Bank Guarantee

- a. The Contractor shall provide to SBI Life a performance bank guarantee in the form of Annexure 7 within 15 days from the date of sign off.
- b. Unless stated otherwise in the Construction and Services Contract Document, the amount of the performance bank guarantee shall be 10% of the Contract Price.
- c. If and as long as the Contractor fails to provide a performance bank guarantee in accordance with the Contract, SBI LIFE shall, without prejudice to other rights or remedies under the Contract or under the applicable law, be entitled to retain the agreed amount of the performance bank guarantee from payments due to the Contractor.
- d. SBI LIFE shall return the Performance bank guarantee which should be valid for 3 years from (i) the Acceptance Upon Completion of the Works and (ii) SBI LIFE's subsequent receipt of the Contractor's request for the returning of the Performance bank guarantee or the payment of the retention, unless by that time SBI LIFE has called the performance bank guarantee or notified the Contractor of a claim for which SBI LIFE intends to use the retention.

- e. Following points shall be taken care of while submitting the Bank Guarantee: -
- i. The Bank Guarantee shall be on non-judicial stamp paper having a value of ₹ 200/- or as per requirement.
 - ii. The stamp paper should be purchased in the name of the Bank, who give the guarantee and not in the name of the supplier/ sub-contractor.
 - iii. The Bank Guarantee shall be strictly as per the pro-forma of SBI LIFE.
 - iv. The Bank Guarantee should be from a Scheduled Bank acceptable to SBI LIFE other than State Bank of India and its associate banks.
 - v. Correction made on the Guarantee should be endorsed by the Bank with it official seal.

23. Arbitration

All disputes and differences of any kind, whatsoever shall be referred by either party (SBI Life or the Bidder), after issuance of 30 days' notice in writing to the other, clearly mentioning the nature of the dispute / differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/ strictly under the terms and conditions of this contract, executed between SBI Life and the Bidder. The arbitration shall be governed by the provisions of the applicable Indian Laws. The award shall be final and binding on both the parties. The venue for arbitration shall be at Mumbai, India.

END OF DOCUMENT
