

Request for Proposal (RFP) for Software Asset Management (SAM) Services

**RFP for engagement of vendor for Long Term Software Asset
Management (SAM) process**

LAST DATE OF SUBMISSION: 07-12-2022

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Request for Proposal (RFP) for Software Asset Management (SAM) Services

1. Request for Proposal

This Request for Proposal (RFP) is being issued by SBI Life Insurance Co Ltd (hereinafter referred to as SBIL) inviting proposals (technical and commercial) for engagement of vendor for Long Term Software Asset Management (SAM) process

The time schedule for various activities is listed below:

Activity	Date
Release of RFP	14-11-2022
Query from bidders acceptable up to	23-11-2022
Pre-bid meeting with response to the queries	28-11-2022
Submission of proposal (Technical & Commercial)	07-12-2022
Presentation from the short-listed bidders	Will inform later

This RFP is not an offer by SBIL, 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 SBIL and the Bidder.

2. Introduction

SBI Life Insurance ('SBI Life' / 'The Company'), one of the most trusted life insurance companies in India, was incorporated in October 2000 and is registered with the Insurance Regulatory and Development Authority of India (IRDAI) in March 2001.

Serving millions of families across India, SBI Life's diverse range of products caters to individuals as well as group customers through Protection, Pension, Savings and Health solutions. Driven by 'Customer-First' approach, SBI Life places great emphasis on maintaining world class operating efficiency and providing hassle-free claim settlement experience to its customers by following high ethical standards of service. Additionally, SBI Life is committed to enhance digital experiences for its customers, distributors and employees alike. SBI Life strives to make insurance accessible to all, with its extensive presence across the country through its 970 offices, 18,401 employees, a large and productive individual agent network of about 1,61,923 agents, 56 corporate agents and 14 bancassurance partners with more than 40,000 partner branches, 119 brokers and other insurance marketing firms. In addition to doing what's right for the customers, the company is also committed to provide a healthy and flexible work environment for its employees to excel personally and professionally. SBI Life strongly encourages a culture of giving back to the society and has made substantial contribution in the areas of child education, healthcare, disaster relief and environmental upgrade. In 2021-22, the Company touched over 2 lakh direct beneficiaries through various CSR interventions. Listed on the Bombay Stock Exchange ('BSE') and the National Stock Exchange ('NSE'), the company has an authorized capital of Rs. 20.0 billion and a paid up capital of Rs. 10.0 billion. The AuM is Rs. 2,623.5 billion. For more information, please visit our website-www.sbilife.co.in and connect with us on Facebook, Twitter, YouTube, Instagram, and LinkedIn.

SBIL solicits offer from reputed Companies for engagement of vendor for **Long Term Software Asset Management (SAM) process**

SBIL 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.

3. Scope of Work

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Refer the annexure B

4. SLA & Penalty Terms

This section describes the service levels that have been established for the Services offered by the vendor to the SBI Life.

All software licenses procured by SBI Life and their compliance thereof is required to be manage as per the licensing policies of respective OEMs. In case of anomalies observed, if any, Bidder / Vendor has to guide SBI Life in achieving license compliance and provide a license compliance certificate which will be valid at least for one (01) year period and acceptable by various Original Equipment Manufacturers (OEMs).

Vendor has to ensure compliance for all the software licenses procured by SBI Life.

5. Duration of the Contract

SBI Life will enter into contract with the selected vendor for a period of three (03) years.

SBI Life will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at the time of extension of contract.

SBI Life reserves the right to exit the contract after due notice of 3 month

6. Annexure

Annexure A. Eligibility Criteria

Annexure B. Scope of Work

Annexure C. Commercial Format

Annexure D. NDA

7. Proposal Format

Bidders should ensure that their proposals clearly set out all the information requested. References to sales or any other literature should be avoided even if the literature forms a part of the proposal.

Bidders may provide additional documents, technical data relating to their proposals, but these must be presented in separate annexure. In addition to technical data, Bidders must supply background information about their own company's organization, size and financials for last 3 years Brochures/leaflets etc. should not be submitted in loose form. No modification should be made in formats/letters stipulated. Any change / modification /addition /deletion to the description will invalidate the document.

Bidders are requested to structure their technical proposals only as per format given. The suggested format for submission of technical proposal is as follows:

a. Technical Bid

The proposal should be submitted along with the following checklist duly mentioning the relevant details as per the attached with the RFP:

Section 1	1.1	Summary table of the total technical proposal with an index of pages/ sections
	1.2	Offer covering letter
	1.3	Bidder Profile and Eligibility Criteria
	1.4	Non-disclosure Agreement
Section 2	2.1	Confirmation of Compliance with Terms and Conditions stipulated in RFP.

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Additionally, please fill up the following table and attach along with the Offer Letter duly signed and stamped in the Technical bid: Please correlated with the document submission list mentioned.

Document	Attached (Yes/No)	Compliance / Non-Compliance with Remarks
BIDDER PROFILE ELIGIBILITY CRITERIA		Please mention any noncompliance on any specific point mentioned in the Annexure
Compliance to Scope of Work		Please mention any noncompliance on any specific point mentioned in the Annexure
Commercial Format		Please mention any noncompliance on any specific point mentioned in the Annexure
Compliance to all Terms and Conditions		Please mention any noncompliance on any specific point mentioned in the Annexure

*Major non-compliances and deviation from the laid down formats in this section can lead to disqualification.

b. Commercial Bid

Commercial Bid should be submitted as per Commercial Format enclosed in Annexure C.

Name of file is: Annexure C_ Commercial Format.xls

The data should be filled in the .xls sheet in Unit value. Data is populated for uniformity in format however formulas of the sheet has to be verified by bidder for correctness. Bidder has to print, sign and submit hard copy of commercial bid.

All rates would be fixed for the period of 3 years from the date of the Purchase Order.

The offer may not be evaluated by SBIL in case of non-adherence to the format or partial submission of technical details as per the format given in the offer.

SBIL shall not allow/permit changes in the technical specifications once it is submitted.

8. Bidding Process

Instructions for Sealing and marking the Technical Bids

Tender responses in original shall be submitted in sealed envelope clearly identifying the BIDDER submitting them and shall be labelled “Tender Response for Request for Proposal – (RFP) for Software Asset Management (SAM) Services”

The envelope shall be dated with the current date in the top right-hand corner.

Documents Comprising the Technical Bid: The bid prepared by the bidder shall comprise the following components in the same order as given below, duly flagged with section name and number:

- A. Cover Letter responding to this RFP
- B. Company profile and eligibility criteria are as per the Sections above which is included in this document.
- C. Documentary evidence establishing the eligibility criteria such as copy of Financial Statement, certificate of auditors etc. with relevant sections duly marked.
- D. Name and address contact details of the bidder with BFSI Clients details.
- E. Proof of evidence for current legal entity in India.
- F. Detail Filled Bid Response Forms
- G. Separately sealed Commercial Proposal in the prescribed Format.

9. BID Submission

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The bidder should furnish, as part of its Bid, EMD of Rs. 2,00,000/- (Rs Two lakhs only) at the time of bid submission. The EMD should be denominated in Indian Rupees, and should be in the form of a Demand Draft/ Cheque issued by a Nationalized / Scheduled Bank, in favor of SBI Life Insurance Company Ltd.

EMD will be returned back to unsuccessful vendor post selection of successful bidder. For successful bidder EMD will be returned back post completion of the contract period.

Bidders are not permitted to submit more than one bid. The Bidder has to offer the best solution available with him. The cost of bidding and submission of the bids is entirely the responsibility of the BIDDERS, regardless of the conduct or outcome of the tendering process.

Bids sealed in accordance with the Instructions to BIDDERS should be delivered before the time specified. Bids may be sent by registered post or hand delivered so as to be received at the following

Address:

AVP
IT Support
SBI Life Insurance Co Ltd,
1st floor, Kapas Bhavan, CBD Belapur
Navi Mumbai.
Pin: 400614

Receipt of the bids shall be closed at 5:00 p.m. on the date mentioned above. Bids received after the time stipulated will not be considered by SBIL. SBIL will not be responsible for any delay due to postal / courier or any other means of delivery.

10. Clarification relating to the RFP

Written requests for clarification may be submitted to SBIL on or before the last date of submission mentioned in this RFP. The response to all the clarifications will be provided only during the Pre-Bid meeting.

Request for clarification should be mailed by an official authorized by the Bidder to rfp@sbilife.co.in

Both questions and responses will be circulated to all prospective Bidders; those have obtained this Tender Document.

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, SBIL may, at its discretion, ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. If deemed necessary, the Bidder is required to give presentation on the solution offered.

Any clarification regarding the tender document and any other item related to this project should be raised in the pre-bid meeting. No clarification will be entertained after the pre-bid meeting.

11. Amendments to the Bid Document

Amendments to the Bid Documents may be issued by SBIL 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.

12. 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. The Commercial Bid should be signed by the authorized signatory and the company stamp should be affixed.

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13. Documents comprising the BID

Bidders need to submit the documents comprising the Technical and Commercial Bids separately as detailed.

14. Language of BID

All bids and supporting documentation shall be submitted in English.

15. 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.

16. 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 SBIL, 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.

17. BID Evaluation

Technical Evaluation

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in Annexure A) and technical information submitted. The bidder may highlight the noteworthy / superior features of their services. The bidder will demonstrate/substantiate all claims made in the technical bid to the satisfaction of the SBI Life, the capability of the solution to support all the required functionalities at their cost in their lab / office / in any other organization where solution is in use. Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for commercial bid opening & evaluation. The bidder should use its tools/utilities/simulators to demonstrate the features laid in the RFP / evaluation criteria during presentation by bidder under Technical Evaluation.

The following aspects may be considered for evaluating the technical bids which is exhaustive but not limited to:

- Company profile,
- Management capabilities of bidder
- Past experience of the company in similar lines of business,
- Past experience of the SBIL with the Bidder
- Reputation of the company,
- Feedback from existing customers (Reference checking)
- Compliance with technical specifications laid down
- Acceptance of terms and conditions laid down
- Presentation from bidder

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The selected Bidder(s) at the time of signing Purchase Agreement will have to bear the cost of Stamp duty.

Commercial Evaluation

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out above. The commercial offer should consist of comprehensive cost for required services of entire solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

18. Duration and Condition of Engagement

SBI Life will engage and appoint the selected bidder for the project as detailed in the Scope of Work of RFP for the Objective and Description of the Project, in consideration of remuneration payable by SBIL to the vendor in terms of this RFP for a period of 3 years.

SBIL will reserve the right to terminate the services of the Vendor at any point of the Project with one-month notice period.

The quotation given by the Bidder will be exclusive of all taxes, excise and custom duties, charges and levies of State or Central Governments, 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 SBIL.

The price quoted should be exclusive of all, Central/State Government levies, taxes, sales tax, excise duty, custom duty, insurance charges, service tax, GST, etc. excluding Octroi/Entry Tax, which, if any, shall be paid as per the actual on production of relevant documents, in original.

The charges of vendor such as travel within India, stay, conveyance etc. will not be paid extra.

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 of 180 days from the submission of proposal, Prices will remain fixed for the entire tenure of contract as per proposal value and issued PO by SBIL for the period of 3 years.

Further, subsequent to the orders being placed/agreement executed, the Vendor shall pass on to SBIL all fiscal benefits arising out of reductions in Government levies viz. sales tax, excise duty, custom duty, etc.

SBIL reserves the right to re-negotiate the prices.

SBI Life reserves the right to renew the contract for an additional period of the one or after completion of the first year period, at the same rate as is mutually agreed upon by SBIL and the Bidder in the commercial format.

19. Site Visits

Visits to reference sites may be sought at the discretion of SBIL. Bidder shall arrange necessary permission for visit to customer sites, at mutually convenient date and shall allow SBIL to visit Bidder's own site, on request by SBIL.

20. Right to Verification & Audit

SBIL 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. SBIL reserves the right to audit the selected bidder's site from where support to SBIL is provided.

21. Domestic Presence of Bidders

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

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22. Complete Proposals

The Bidder's proposal is subject to evaluation process. Therefore, it is important that the Bidder 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.

23. Cost Break up

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

24. Payment Terms

- Quarterly at the end of the quarter after the completion of defined milestones
- Invoice payment will happen after 30 days' post submission of error free no query invoice.

25. Acceptance or Rejection of the Bid

SBIL 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 SBIL will be treated as final. The tenders not submitted in the prescribed format or incomplete in any sense are likely to be rejected.

26. 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.

27. Subcontracting

As per scope of the RFP the subcontracting is explicitly prohibited.

All support to be provided only through dedicated and certified support staff of the bidder under their payroll. No Support to be organized through franchisee, dealers and channel partner.

28. Award of Contract

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

29. Signing of Contract

The Bidder shall be required to enter into a contract with SBIL, within thirty (30) days of the award of the tender or within such extended period, as may be specified by SBIL. At the time of execution of the contract a Memorandum of Understanding (MoU) containing the terms and conditions necessary for the due performance of the work in accordance with the bids and acceptance thereof will be signed.

The Contract will be based on this RFP, modification arising out of negotiation / clarification etc., the bidder's offer document with all its enclosures and will include the following documents:

1. The Bidder's proposal in response – technical and commercial separately.
2. Modification to the proposal, if any, after negotiation / clarification.

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3. Related Technical Specifications
4. Copies of the licenses, certifications etc.

SBIL reserves the right to stipulate, at the time of finalization, any other document(s) to be enclosed as part of the final contract.

30.RFP Ownership

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

31.Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of SBIL. Unopened bids will be returned to the bidder against their acknowledgement.

32.Service Level Agreement (SLA) Guidelines

SBIL will avail services under an agreed SLA with the Bidder. The detailed other requirements stipulated herein will be agreed at the time of signing the contract and will form a part of the contract

33.Bidder Status

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

34.Confidentiality

This document contains information confidential and proprietary to SBIL. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of SBIL, 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 SBIL 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 SBIL. Reproduction of this RFP, without prior written consent of SBIL, by photographic, electronic, or other means is strictly prohibited.

35.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. The Bidder shall execute this Non-Disclosure Agreement, stamped as an agreement, and submits the executed document with the Technical Proposal.

Subsequently, at the time of the execution of the contract, the bidder will be required to enter into a detailed Non-Disclosure Agreement, the format for which will be provided later.

36.Intellectual Property Rights

SBIL will own all intellectual property rights to all design, software and/or systems created specifically for implementation at SBIL under this contract. The Bidder shall fully protect SBIL from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes supplied by the Bidder.

37. Solicitation of Employees

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Bidder will not hire employees of SBIL or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of SBIL directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis.

38. Indemnification

The Bidder shall, at its own cost and expenses, defend and indemnify SBIL 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 SBIL 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 SBIL, at its own cost and expenses, against all losses/damages, which SBIL 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 SBIL and keep indemnified against any loss or damage that SBIL may sustain on account of any violation of patents, trademark etc., by the Vendor in respect of hardware, hardware components, system software, etc. supplied.

39. Arbitration

All disputes and differences of any kind, whatsoever shall be referred by either party (SBIL 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 SBIL 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.

40. Force Majeure

The Bidder shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice for happening of such act/event is given by the Bidder to SBIL within 15 Days from the date of occurrence. Such act/ event shall include acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/ contract.

*******END OF RFP Document*******

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Format for OFFER LETTER

The Chief Information Officer,
SBI Life Insurance Company Ltd.,
Central Processing Center
Seawoods Grand Central,
Tower 2, 8th Floor, Nerul
Navi Mumbai 400705

Dear Sir,

Heading:

We have examined the RFP for Software Asset Management (SAM) Services and we offer to agree to comply to the terms and conditions and technical specifications spelt out in the RFP, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

1. While submitting this bid, we certify that:
 - Prices in its bid have been arrived without agreement with any other bidder of this RFP for the purpose of restricting competition.
 - The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
 - We have not induced or attempted to induce any other bidder to submit or not submit a bid for restricting competition.
 - We agree that the rates / quotes, terms and conditions furnished in this tender will also be applicable to additional requirement or reduced requirement of SBIL.
2. If our offer is accepted, we undertake, after receipt of your order, to deliver, install and commission the services within 1month, post the release of the Purchase order. In the event of delay on our account, we are agreeable to the penalty as stipulated in the RFP.
3. We agree to abide by this offer till 180 days from the last date stipulated by SBIL for submission of bid, and our offer shall remain binding upon us and may be accepted by SBIL any time before the expiry of that period.
4. Until a formal contract is prepared and executed, this offer, together with SBIL's written acceptance thereof and SBIL's notification of award shall constitute a binding contract between us.
5. We also certify that the information/data/particulars furnished in our RFP are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, SBIL will have the right to disqualify us from the bid.
6. We undertake to comply with the terms and conditions of the RFP.
7. We understand that SBIL may reject any or all of the offers without assigning any reason whatsoever.

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Section 2: Security and SOP Compliance

- 1) The selected Bidder shall comply with IT Policy and Information and Cyber Security Policy, Procedures, SOPs and guidelines of SBIL.
- 2) The selected Bidder shall prepare, collect, maintain and update all the records related to the activity performed by them for SBIL in the prescribed format as per the audit & compliance requirement of regulatory & certification bodies.
- 3) SBIL reserves the right to audit the activities carried out and services provided by the selected Bidder. The Bidder shall provide access to its operations for SBIL personnel or personnel/organization chosen by SBIL as required for carrying out the audit. The selected Bidder will co-operate and provide reasonable support to any third-party auditors or internal auditors appointed by SBIL for carrying out such audits.
- 4) If selected Bidder's person is required to provide the onsite service at SBIL then his/her background verifications should be done by the Bidder.

Yours faithfully,

(Name and Designation)

For and on behalf of _____