

SBI LIFE INSURANCE CO. LTD

No. SBI LIFE /MS/63 Dated -30/09/2021

INVITING OFFERS FOR EMPANELMENT OF AGENCY/ VENDOR FOR TRAVEL DESK (IMPLANT), CORPORATE OFFICE, NATRAJ PREMISES

SBI Life Insurance Company Limited (SBI Life) invites e-bids from reputed Travel Management companies to provide Travel Desk (Implant) services for Corporate Office, Natraj Premises at Mumbai (Andheri- East)" from reputed and financially sounds firms, (who have been in the business for a minimum of five years) for a period of 24 months from the date of award of contract.

Interested participants should submit the e-tender documents latest by 1800 hrs on 20 October 2021 in a in the prescribed format available on website https://etender.sbi/SBI/

SBI Life reserves the right to reject any/all proposals without assigning any reason whatsoever

SVP & Head- Management Services

Dear Sir/ Madam,

SBI Life Insurance Company Limited is a joint venture between the State Bank of India and BNP Paribas Assurance. It started its operations in 2001, and has a network of 17 regional offices and over 900 branches and a work force of more than 18000 employees located across the country. SBI Life's Corporate Office is located at Mumbai.

The complete set of tender documents is for contract for Empanelment of Vendor for provide Travel Desk (Implant) services for Corporate Office, Natraj Premises at Mumbai (Andheri- East) Please note that this set of tender documents comprising the following contents is confidential and is not transferable under any circumstances.

You are advised to go through the tender document carefully and understand various provisions contained therein along with their implications.

Each submitted e-proposal must comprise a "**Technical offer**" and a "**Commercial offer**". No tender will be entertained after the due date and time.

The Technical evaluation will be done first and only offers which are found fit and responsive will be considered for financial offer.

The bids containing the "Commercial offer" will then be opened and evaluated and tenderer who qualify after consideration of the offer, based on the lowest quote/ techno commercial evaluation will be shortlisted.

The selection of the supplier shall be at the sole discretion of the SBI Life and no correspondence shall be entertained in this regard.

1. Other Terms & Conditions

- (a) SBI Life may accept or reject any or all the offers in part or in full irrespective of their being the lowest.
- (b) SBI Life reserves the right to appoint more than one vendor for the above maintenance contract.
- (c) SBI Life may not require certain category of resources/services though the bidder should submit the bid for all the categories of resources /services as required under this bid
- (d) SBI Life reserves the right to relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of the company.
- (e) SBI Life reserves the right to retender or negotiate with the lowest tenderer as regards the rates, terms and conditions of the tender, if deemed necessary.
- (f) SBI Life reserves the right to disqualify the Tenderer blacklisted by State/Central Govt. undertakings/Public Sector Units/ SBIG or whose contracts have been terminated by SBI Life on account of poor performance. If any such information comes to the knowledge of SBI Life at any stage either during the tendering process or after short listing the bidder.
- (g) The tenderer is requested to peruse the tender documents carefully so as to avoid rejection of the tender for non-compliance with the necessary instructions or with terms and conditions.
- (h) The tenderer is requested to ensure that the offers are submitted after full consideration and understanding of the work envisaged under this contract. The bid once submitted shall be final and cannot be altered. Only one bid from each participant shall be accepted. In case any tenderer submits more than one bid, he shall be disqualified from the process of bidding.

2. Scope of Work

- (a) Nature of Activity. All Travel related services
- (b) Air & Rail ticket booking Visa & passport
- (c) The Service Provider has committed to process the ticketing request within 15 minutes. However, no ticket booking should be pending beyond 24 working hours on receipt of approval through EMS system.
- (d) A daily transaction summary of request received and processed to be submitted via email to MS Dept at HO, Natraj.
- (e) A Penalty of 10% of ticket cost (issuance cost) will be levied on delay in issuance of ticket within above mentioned TAT.
- (f) Tax invoices to be submitted in 90 days within the complete of journey.
- (g) Any discrepancy in booking of ticket has to brought out within one month to MS Team and Finance Team otherwise no such claim will be entertain thereafter.
- (h) Airport assistance services at airport (Pan India) to MD & CEO & other important guests of SBIL (in case of emergency).
- (i) Endorsing SBIL booking code for respective airlines on every ticket issued.
- (j) Provide weekly and monthly MIS of ticketing done to MS Dept as desired.
- (k) A monthly reconciliation statement to be submitted to MS Dept reflating No of transaction completed, pending amount of transaction, amount billed for the transaction and amount pending.

(I) Monthly coordination meeting to be held without fail wherein the Service Provider will be represented by senior official or corporate branch manager.

3. Infrastructure support provided by SBIL.

- (a) Telephone and Intercom facility.
- (b) Desktop with internet facility & Printer.
- © Dedicated furnished place for Travel desk (Implant)

4. Infrastructure support provided by the Service Provider

- (a) Travel Desk manned by experienced and trained staff supported by back office staff.
- (b) Monitored by senior official.
- (c) System Support- Online e-ticket reservation
- (d) Statutory permission/license if required for Travel Desk.
- (e) Alternate arrangement of staff in case of absenteeism.
- (f) 24 x 7 dedicated staff of Travel desk to support SBIL beyond office hours, Sunday & Holiday.

5. Billing process and Payment

- (a) Invoice need to be generated for each trip/ round trip per passenger with proper breakup fares (pass on all incentives, commission etc received from the airline to SBI Life).
- (b) Update all bill details on EMS by staff deputed for Travel Desk within 24 hours post travel date
- (c) It will be responsibility of Travel Desk to submit bills on time to finance Dept & do regular reconciliation directly with finance dept.
- (d) The bills will be settled by Finance Dept through EMS & payment will be directly credited to bank account.
- (e) The cancellation and credit notes should proceed quickly preferably next working day.
- (f) Incentive received from airlines will be reconciled vis-a vis a booking with respective airlines.

6. Priority services to Top Officials.

- (a) Top management need to be given priority for all travel related activities by dedicated coordination with their respective secretariat.
- (b) Support for issuance of award tickets to top management.
- (c) Support for offering reasonable package tour offers in case of tour of top management.
- (d) Similar services may be offered to all other staff members wherein feasible.

7. Promotional Offer

- (a) Travel Agency may also offer tour packages/ incentives tours to the staff.
- (b) Travel Agency shall update from time to time SBI Life for promotional offer by airlines on fares/ companion ticket offers or any other offers to the staff.

8. Other Terms.

- (a) Travel Desk will handle / operate travel related activities only restricted to SBI Life from this office.
- (b) Travel Agency will not have any right/ claim any nature whatsoever on SBI Life for operating Travel Desk at SBI Life office premises.
- (c) All terms/ offer as per the technical/ commercial proposals mentioned while bidding will be fulfilled.
- (d) Any other terms with mutual consent of both parties.
- (e) Either party has liberty to terminate the agreement with serving one calendar month notice with mutual consent.
- (f) This agreement is subject to the exclusive jurisdiction of Courts at Mumbai only.
- (g) SBI LIFE may, at its sole discretion, avail similar services from other Service Providers offering same or similar services.
- (h) SBI Life reserves its rights to terminate this agreement without assigning any reason whatsoever by giving 15 days notice in writing.

9. Instructions to Bidders

	T	T		
(a)	Tender Document	The tender documents can be obtained from Management Services Department from 01 October 2021		
		to 20 October 2021 (up to 18.00 hrs)		
(b)	Prebid Meeting	18 October 2021 at 1500 hrs.		
		Due to ongoing Covid-19 pandemic Pre- bid meeting will		
		be organized virtually; link will be sent to participants.		
(C)	Submission of Proposals	Each submitted proposal must comprise a Technical offer		
		and a Commercial offer, each of which must be submitted		
		separately.		
(d)	Proposal Contents	<u>Technical offer</u>		
		The participant agency should submit the technical inputs		
		as per Annexure A .		
		0		
		Commercial offer The Commercial offer must be presented as an amount in		
		The Commercial offer must be presented as an amount in		
		Indian Rupees, inclusive of all applicable tariffs and /or		
		taxes and must be submitted including the following Annexure B		
		Allievale D		
		Notes to Bidders		
		Payments under this contract will be made in Indian		
		Rupees by depositing directly in the bidders Bank A/c by		
		NEFT.		
		The hard copy of the price bid should be submitted		
		stamped and signed		
I	RFP Terms and Conditions	Failure to accept the terms and conditions of the RFP at		
		time of submitting the proposal may result in the rejection		
		of tender.		
(f)	Validity of Proposal	Proposal must remain valid and open for the acceptance		
		of SBI Life for 30 days from the RFP closing date.		
		Proposals specifying shorter acceptance period will be		
		considered nonresponsive.		

(g) (h)	Incomplete and Late Offers Evaluation of proposals	Incomplete and late proposals will not be accepted. It is the bidders responsibility to ensure that the proposal is submitted complete, on time and in accordance with the RFP terms and conditions. Proposals received late shall be returned back unopened. Evaluation process aims to select the bidder whose proposal is technically fit/responsive and at the most reasonable price.		
(i)	Evaluation of financial offers	Upon completion of the technical evaluation, the financial offer, for those bidders who have qualified at the technical evaluation stage, will be opened. Consideration of the offer will be based on the lowest quote		
(j)	Confidentiality	The entire evaluation procedure is confidential All proposals are for official use only and will be communicated neither to the bidders nor to any other party.		
(k)	Ownership of Proposals	The Contracting Authority retains ownership of all proposals received under this bidding procedure. Consequently, bidders have no right to have their proposals returned to them.		
(1)	Bid Cancellation	SBI Life has the right at any stage in the bidding process to cancel the whole bid without assigning any reason to any of the bidders.		
(m)	Signature of the contract(s)	The successful bidder will be notified in writing of the award. The bidders have one week from notification of award to sign the final contract agreement on stamp paper in the standard format as determined by the Contracting Authority. The Contracting Authority reserves the right to award in parts, partial or none of the RFP based on offer evaluation.		
SBI Life Insurance Co Ltd, reserves the right to reject any or all tenders without assigning any reason thereof				

- 10. **Indemnity.** The Service Provider shall hold SBIL harmless and absolutely indemnify SBIL from all claims or penalties or fines of whatsoever nature that may be raised or levied against SBIL because of the failure of the Service provider or their agents or employees or representatives to perform their obligations under this agreement or for any act of commission or omission on the part of the Service Provider or their Agents or employees or representatives.
- 11. **Jurisdiction, Arbitration & Governing Laws.** In case of dispute or any difference arising at any time between the parties in respect of this agreement, the same shall be resolved by mutual discussion, and if not resolved, then it shall be dealt in accordance with, and subject to, the provisions of the Indian Arbitration and Conciliation Act, 1996 by referring to Sr Vice President-MS for arbitration. Only courts in Mumbai shall have jurisdiction in all matters arising

out of/ connected with this agreement. Further, this agreement is subject to laws of Union of India Only. All arbitration proceedings shall take place in English language only.

- 12. **Amendments / Modifications.** Any provision of this agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- 13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements or understandings both oral and written between the parties relating to the subject matter of this Agreement.
- 14. **Waiver.** No failure or delay on the part of any Party in exercising any rights hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right preclude any other right or further exercise of any other right as provided in this Agreement.
- 15. **Severability.** If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected.
- 16. **Independent Contractor**. The status of Service Provider with reference to SBIL is that of independent contractor, and nothing contained in this agreement will be construed as to constitute the Service Provider and SBIL as a joint venture, partners or agents, nor will any similar relationship be deemed to exist between the Service Provider and SBIL. This agreement is entered into on a Principal to Principal basis.
- 17. The Service Provider shall be responsible for all the statutory compliances including but not limited to payment of wages and other statutory dues and for taking necessary insurance covers etc. in respect of the resources [human or otherwise] employed by the Service Provider. The person employed by the Service Provider shall be treated as the employee of the Service Provider and shall not claim any benefit or employment or payment of whatsoever nature from SBI LIFE.
- 18. **Counterparts.** This Agreement is executed in two counterparts, each of which shall be deemed to be an original, one to be retained by each party.
- 19. Force Majeure conditions such as Fire, Earthquake, Floods, Govt. problems, Riots and civil disturbance, service provider strikes and other acts of God shall not be included for SLA calculations,
- 20. **Assignment.** This Agreement cannot be assigned by either party without the prior written consent of the other party.
- 21. **Representation, Warranties and Liabilities**. The Service Provider has represented and warranted to SBIL that they have the necessary permissions, licenses, authority, approvals and the intellectual property rights in the solutions offered to SBIL. The Service Provider warrants that its services shall be performed hereunder in accordance with recognized professional standards. Should its services fail to comply with such standards or should any

report issued be inaccurate, the Service Provider agrees to re-perform such deficient services and/or correct such report at no additional cost to SBIL.

- 22. **Confidentiality.** The Service provider hereby unconditionally agrees and undertakes that it shall not, at any time (during the term of this Agreement or after its expiry / termination), misuse or disclose any data or information provided by SBI LIFE to any person or third party. The Service provider shall comply with the applicable data privacy laws in relation to any information provided by SBIL.
- 23. **Notices.** Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile or E-mail. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, and if sent by facsimile / E-mail, when sent (on receipt of a confirmation to the correct facsimile number/Email id).

24. Non-Disclosure / Confidentiality

......Travels Itd [also called the Service Provider] shall agree as under:

- a. The Service Provider shall use the Confidential Information solely for the purpose of carrying out the activities assigned to it.
- b. The Service Provider shall not disclose any portion of such Confidential Information coming within its possession to third parties without prior written consent of The Service Receiver.
- c. The Service Provider shall take all the reasonable steps
 - i.to protect the secrecy of Confidential Information
 - ii.to avoid disclosure or use of Confidential Information to/by third party
 - iii.to prevent it from falling into the public domain or getting in the possession of unauthorized persons
- d. Further, The Service Provider would exercise highest degree of care, which a man of ordinary prudence would do to protect his own Confidential Information of the similar nature.
- e. The Service Provider shall obtain a declaration of confidentiality and commitment to hold such information in confidence, from each of its employee who is involved in the handling of Confidential Information belonging to The Service Receiver. Such declaration should also include an undertaking not to disclose the same to third parties except with the prior consent of The Service Receiver. The Service Provider shall give prior intimation to The Service Receiver in regards to any change in the personnel required to carry out the processes within 24 hours from such change.

- f. The obligation of the Service Provider in the matter of non-disclosure of Confidential Information shall remain in force even after expiry / termination of this agreement. On expiry / termination of this agreement, the Service Provider shall return all Confidential Information to SBIL and to delete all the data whether in electronic and/or physical form from the Service Provider's systems and hand over the certificate to this effect. However, in the event of information being solicited by any department of Government or Authority under statute or court of law, the first party would provide the required clearance to the Service Provider to furnish the information within the stipulated time.
- g. The Parties acknowledge and agree that all tangible and intangible information obtained, developed or disclosed including all documents, data papers and statements and trade secret of either Party relating to its business practices and their competitive position in the market place provided to the other Party in connection with the performance of its obligations under this Agreement shall be considered to be confidential and proprietary information ("Confidential Information"). The Service provider acknowledges that the other party claims its Confidential Information as a special, valuable and unique asset. The Service provider for itself and on behalf of its officers, directors, agents, employees, and affiliates agrees that it will keep in confidence all Confidential Information and that it will not directly or indirectly disclose to any third party or use for its own benefit, or use for any purpose other than the Purpose, any Confidential Information it receives from the other party. The Service provider agrees to use the same degree of care to protect the Confidential Information as it would employ with respect to its own information of like importance which it does not desire to have published or disseminated, but in no event with less than reasonable care.
- h. Confidential Information shall not include the disclosing party's information which:
 - i. is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party; or
 - ii. was known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the written records of the Receiving Party; or
 - iii. is disclosed to the Receiving Party by a third party who did not obtain such Information, directly or indirectly, from the Disclosing Party; or
 - iv. is independently developed (by personnel having no access to the Information) by the Receiving Party as proven by the written records of the Receiving Party.
 - v. is required to be disclosed by Receiving Party pursuant to a requirement of a governmental agency or law so long as the Receiving Party provide Disclosing Party with timely prior written notice of such requirement to the extent permitted by law and to the extent reasonably practicable and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement;
- If any portion of the Confidential Information falls within any of the above exceptions, the remainder of the Confidential Information shall continue to be subject to the requirements of this Agreement.
- j. In the event of any disclosure or loss of Confidential Information, the receiving Party shall immediately notify the disclosing Party.

25. **Information Security**

- a. The Service provider shall adhere to Information Technology Act 2000, its amendments and rules published by Government of India and Information Security Management Standard established in line with the ISO 27001 standard.
- b. The Service Provider's personnel access to SBI Life premises, sites, buildings or internal areas, where SBI Life information is stored or processed, shall be authorized in accordance with the provisions of this agreement and only during the term of this agreement. All authorized personnel shall adhere to robust processes to ensure compliance.
- c. The Service Provider shall not permit any person access to any SBI Life premises unless such access is permitted in accordance with control procedures approved by SBI Life or set forth in the policies and procedure or otherwise previously communicated to provider. The Service Provider shall be solely responsible for compliance by its personnel with such control procedures, including obtaining advance approval to the extent required.
- d. The Service Provider shall not use SBI Life information, if any, for any purpose other than for the purposes for which they were provided to the Service Provider by SBI Life and then only to the extent necessary to enable the Service Provider to perform activities as per this agreement.
- e. All Service Provider personnel's working on SBI Life premises shall be in possession of valid identification, provided by the service provider, always and as such the identification shall bear photographic image displayed clearly along with other identity information.
- f. The Service Provider shall ensure any personnel assigned for carrying out activities under this agreement is subjected to background checks in accordance with the provisions in Service Provider's pre-employment policy or procedure. Detailed report of such background checks shall be submitted to SBI Life as and when requested.
- g. The Service Provider shall notify SBI Life immediately if any personnel, no longer requires access thus enabling SBI Life to take appropriate procedural measures to disable access to SBI Life premises.
- h. The Service Provider shall ensure that the assigned personnel of the outsourced service/contract labour be fully aware of the SBIL's information security requirements through appropriate mechanism including training.
- i. The Service Provider shall sign a confidentiality agreement with its employees accessing confidential/sensitive Information and Information Processing facility. Liabilities for a breach of agreement should also be made known to the personnel at the start of the employment.
- j. The Service Provider should have defined Business Continuity Management and Disaster Recovery (BCM-DR) procedures in place for effective handling of critical business processes in situations of any incident disrupting the business including:

- i. The Service Provider should have proper updating of the procedures in regular intervals to ensure effective and smooth functioning of such procedures.
- ii. Business recovery time frames supported by setup should meet SBIL's business requirements.

26. **Right To Audit**

a. The service provider shall directly provide right to IRDAI or any other law enforcement agencies/SBI Life or its empanelled information security auditor a right audit to access data and its log. The Service Provider, including its sub-contracting parties, shall provide the necessary co-operation to the authorities.

Annexure A

Sr No	Particulars		Remarks
1	Company Constitution	Public Ltd, Private Limited Partnership Firm Proprietorship	Submit Proof like Registration Certificate, Incorporation Certificate etc
2	IATA License		Attached copy
2	Pan India Presence		Attached Pan India Offices address / proof on letterhead
3	Staff Details		Attached on-roll staff details on letterhead
4	Annual Turnover	FY 2020-21 FY 2019-20 FY 2018-19	Attached Tunerover details on letterhead certified by CA.
5	Airport Presence 24 x 7	No of location Airport	Attached details on letterhead
6	Implant Presence- Current Clients	No of Locations	Attached details on letterhead
7	Airport Assistance	No of Locations	Attached details on letterhead
8	Business Reference		Reference letter from reputed 3 clients for providing satisfactory services.
9	Any additional certification		Attached copy

Annexure B

Services and Rates:				
Products	Service Fees INR			
<u>Ticket International</u>				
Management Fees				
Cancellation Fees				
Re-Issue Fees				
Revalidation Fee				
<u>Ticketing- Domestic (Full Service)</u>				
Management Fees				
Cancellation Fees				
Re-Issue Fees				
Revalidation Fee				
Ticketing- Domestic (Low Cost)				
Management Fees				
Cancellation Fees				
Re-Issue Fees				
Revalidation Fee				
Passport Assistance (Excluding Actual Charges)				
Mumbai				
Outstation				
VISA (Excluding Actual Charges)				
Mumbai				
Outstation				
Rail Ticketing				
Management Fees				
Cancellation Fees				
Airport Assistance Hotel Booking (Pan India)				
Management Fees				
Cancellation Fees				
Total				