

Request for Proposal for



RFP for Facility Management Services (FMS) with IT Service desk, User Management Team (UMT) & technical support engineers at SBI Life CPC-Seawood, HO-Natraj & CBD-Belapur

RFP for Facility Management Services (FMS) with IT Service desk, User Management Team (UMT) & technical support engineers at SBI Life CPC-Seawood, HO-Natraj & CBD-Belapur

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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 AMC of PCs, Laptops, Printers, and Switches with Remote Management Service Desk for IT Assets in SBI Life & onsite engineers.

The time schedule for various activities is listed below:

Activity	Date
Release of RFP	28 th Nov 2016
Query from bidders acceptable up to	14 th Dec 2016
Response to queries by Email	16 th Dec 2016
Pre-bid meeting with response to the queries	19/20 th Dec 2016
Submission of proposal (Technical & Commercial)	23 rd Dec 2016, up to 5 pm
Presentation from the bidders	Will be informed

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

SBIL Life Insurance Co Ltd (SBIL) is a joint venture between State Bank of India and BNP Paribas Assurance. SBIL is registered with an authorized capital of Rs 1000 crores. State Bank of India owns 74% of the total capital and BNP Paribas Assurance the remaining 26%. SBIL extensively leverages the SBI Group as a platform for cross-selling insurance products along with its numerous banking product packages such as housing loans and personal loans. SBIL's access to over 100 million accounts across the country provides a vibrant base for insurance penetration across every region and economic strata in the country ensuring true financial inclusion. SBIL Life products are available across 14,500 plus State Bank Group branches, which are supplemented by over 799 full-service branches of SBIL Life. Additionally, the products are available through more than 75,000 Insurance Advisors.

SBIL solicits offer from reputed Companies for **RFP for Facility Management Services (FMS) with IT Service desk, User Management Team (UMT) & technical support engineers at SBI Life CPC-Seawood, HO-Natraj & CBD-Belapur for period of 3 years**. 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 General Support

Enablement of SBI Life in setting up a full-fledged IT Service Management functions, adhering to ITIL framework.

Service Delivery Model:

- a) Core delivery team/ engineer should be Onsite.
- b) SBI Life will provide Service desk and telephone system for functioning of Service desk operations.
- c) In case SBI Life asks vendor to move Service Desk (SD) to its Remote Infrastructure Management (RIM) centre, As per Unit Seat price model would be considered on mutually agree rates.
- d) All resident engineers for CPC-Seawoods, CBD-Belapur & HO-Natraj will be onsite at respective offices however team leader will be placed at CPC-Seawood & HO-Natraj.
- e) Bidders should go through the Eligibility Criteria as per Annexure – '0' and quote only if they are adequately compliant in all respects.

4 SCOPE OF WORK

SBIL is looking for FMS Contract for all IT equipments as per **Annexure-A** and engagement of IT Service desk, technical support engineer, User Management team.

The detailed Scope of Work is enclosed in four annexure which is comprehensive but not exhaustive as below:

Annexure B. SoW_IT Service Desk.

Annexure C. SoW_Technical support engineer at CPC, HO & Belapur.

Annexure D. SoW_User Management Team (UMT)

Annexure E. SoW_IT Security Compliance Management & Preventive Maintenance (PM)

5 Deliverables:

The vendor will perform the activities at SBI Life offices as per Scope of Work mentioned in Annexure B, C, D & E.

6 End user IT Support Team.

The required team count is 25 resources. The resource count has been derived on the basis of call volume, technical expertise of support team and from service desk. During the contract, the resource count may be increase or decrease depending upon call volume and rates would be similar as per mentioned in calculation sheet.

Roles	HO-Natraj	CPC-Seawoods	CBD-Belapur
IT Service Desk Coordinator	2	2	2
Technical Support Engineer (L1)	5	5	1
Technical Support Engineer (L2)	2	2	0
User Management Team	0	0	4
Total	9	9	7

- Details of Resources are given in the “**Resource criteria for IT support team section**”
- First call resolution (FCR) for Incident and Service request calls from Remote Support is to be 80%. Remote should resolve issue within the SLA timelines. Any call remains unresolved in remote support should be dispatched for physical attendance and resolution by the respective engineer. Under no circumstance, the SLA should be breached.
- Installation, update and upgrade of OS & security patches, during first installation and rebuild during troubleshooting. If rebuild requires then backup and restoration of user data.
- Endpoint operational application support for installation, update, upgrade and troubleshooting of Antivirus software, MS office, messaging client (Lotus Notes, Outlook, web-client, thunderbird etc) or in use application for desktop and laptop. This list of software is comprehensive but not exhaustive and there can be more software added to the list in future as per the requirement of the organization.
- L1 Support and coordination for Managed Print Services
- Bidder has to arrange engineer for disconnection & reconnection with power ON of IT assets in case of asset shifting from one location to another.
- Onsite service support for installation, configuration and troubleshooting of VPN client.
- It should also include:
 - Installation of windows security patches, as approved by appropriate authority in SBI Life.
 - Installing and version upgrades of existing software as per requirement for individual or all nodes in bulk as per request raised by SBIL form time to time.
 - Anti-virus installation or subsequent upgrades.
 - Re-installing or re-configuring the anti-virus, in case auto updating.
 - ITAM agent installation, Re-installing or re-configuring
 - Complete Desktop, Laptop, Printer, Scanner, Tablet Configuration, reconfiguration, shifting, reallocation and inventory maintenance.
 - Any other IT related activity for which the Engineer would be duly guided and / or trained by SBI Life.
- Domain addition /migration/ deletion /workgroup management of end assets should be done as required or asked by SBIL.
- All audit findings have to be closed with high priority.
- Knowledge base management – Frequently Asked Questions and Known Error Database. Known error database to be given by Vendor for frequently occurring problems / known errors.
- Wherever asset is found in SBI Life offices, first support to be provided upon call logging irrespective of asset is there in the asset list or not.
- Bidder has to update asset inventory in case of replacement of any asset under AMC & Warranty support, update to SBI Life. Support to be continued as per the existing assets. (Total count of assets remains unchanged only the serial number may different).
- On-site FMS support to be provided for warranty assets supplied by SBI Life – procurement team in offices. Please refer Annexure A for the warranty asset details, expected growth of warranty assets are 15% annually and new branches is 10% per annum. Support to be provided as per the SoW mentioned in RFP.
- Bidder has to arrange engineer as and when support is required for connection of projector and video conferencing devices during top management meet in Mumbai / Navi Mumbai.
- Any other IT related activity for which the Vendor would be duly guided and / or trained by SBI Life.

7 Resource availability and Criteria

- All head counts should be maintained through the life cycle of contract period irrespective of leaves being granted, pre-approved or in cases of any exigencies.

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- Resources leaves should be approved by SBI Life official. All short and long leaves should be pre-approved. Backup resource should be provided with equivalent skill & experience and same should be approved by SBI Life.
- Leaves for more than a week's time should be pre-approved one week times and backup resource should report on site before one day and take handover from relievers. Selection of such standby resources should be with prior approval by SBIL Support head.
- Any short fall of resource will be penalised to double amount of per day payout and calculated on Monthly basis.
- It is mandatory to conduct and submit Background (BG) verification of every supplied resource at SBIL site.
- It is mandatory and in the scope of bidder to ensure that all their resources is trained as per scope of work and oriented with the work culture of SBI Life.
- It is mandatory for bidder to conduct training in every quarter of their resource to ensure adoption of best practices, current trends, and compliance requirement of SBI Life.

Resource criteria for IT support team are as mention below.

	IT Service desk	Technical Support Engineers (L1)	Technical Support Engineers (L2)	User management Team (UMT)
Contract Period	As per RFP			
Mode of Delivery	On site			
Qualification of Resources	Graduate in any field or Diploma in Computer Science or higher	Diploma/ Degree & B Tech in Computer Science	Diploma, Degree & B Tech in Computer Science	Graduate in any field or Diploma in Computer Science or higher
Certification		MCP with minimum 2 years of relevant experience	MCP with minimum 2 years of relevant experience. ITIL can be added advantage.	
Services window	9 Hrs * 6 days	9 Hrs * 6 days	9 Hrs * 6 days	9 Hrs * 6 days
Onsite Resource	Total 6 resources. 2 resources at CPC 2 resources at HO 2 resources at Belapur to application support coordination for branches	Total 11 Onsite resources 5 resources at CPC 5 resources at HO 1 resources at Belapur	Total 4 Onsite resources 2 resources at CPC 2 resources at HO (One resource at each office will be treated as TL, excluding Belapur, where only L1 resource is required)	Total 4 Onsite resources 4 resources at Belapur
Experience	2 + Year	2 + Year	4 + Year	2 + Year
Eligibility	All resources will be interviewed by SBIL & if found suitable then only accept for services.	All resources will be interviewed by SBIL & if found suitable then only accept for services.	All resources will be interviewed by SBIL & if found suitable then only accept for services.	All resources will be interviewed by SBIL & if found suitable then only accept for services.
SoW	Refer Attachments Under Annexure B. SoW_ IT Service Desk	Refer Attachments Under Annexure C. SoW_Technical Support Engineer.	Refer Attachments Under Annexure C. SoW_Technical Support Engineer.	Refer Attachments Under Annexure D. SoW_User Management Team
Category *	Skilled	Skilled	Skilled	Skilled

*The placement of resources, rotation of roles, and change of location will be at the discretion of SBIL.

*The Category of the resource is meant towards compliance to the Labour Laws and the bidder should necessarily comply to the Wages Act / Labour Laws / PF and ESI regulations prevailing in the area where the services are being provided. A declaration to this effect is to be provided as a part of the proposal in the format mentioned below:

Annexure – I : Format to be printed on letter head, signed and stamped

We hereby declare that we shall pay the applicable minimum wages to the labour skilled/semi skilled /un skilled) employed by us for the execution of this order(if order is placed on us)

2. We declare that We comply the Minimum Wages Act/ESI/PF acts and all other local laws governing employment of the resources.

3. We further commit to provide necessary documents to SBI Life in case of any scrutiny by the Regulatory offices and absolve and indemnify SBI Life from all liabilities arising out of any non-compliance to the regulatory requirements.

8 SLA & Penalty Terms

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information on the service provided can be made available to customer and support areas. Service factors must be meaningful, measurable and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by SBI Life - IT. Service level monitoring will be performed by SBI Life-IT on a daily basis and reports produced and reviewed on a monthly basis.

- The Penalty will be imposed in case of non compliance to the SLA against each service type.
- SLA / Penalty will be discussed and calculate in monthly review meeting and calculation will be finalize on quarterly base invoice with summary of three months SLA.
- SLA will be measured for each service type independently and accordingly penalties will be imposed as defined however overall penalty is capped to 10% of quarterly invoice.
- Any violation mentioned response and resolution time will be counted on default on SLA. All the defaults at month end will then be calculated to arrive at applicable proportionate penalty, on breaching agreed up-time by VENDOR.
- SBI Life will levy penalty on default in percentage proportionate to arrive at penalty amount not exceeding maximum of 10 % of quarterly payable fees and maximum tolerance to permissible breach is 05% of mutually agreed grace default for one month.
- In event of permissible breach occurrence for consecutive 3 months may call for management review by SBI Life (Associate VP and above) and VENDOR (Country head or vertical head) for review and commitment for service improvement within next 30 days otherwise contract may be cancelled and PBG will be encashed.
- Penalties for each Scope of work to be calculated on the basis of SLA/ TAT/ Response/ Resolution/ Head count mentioned in that RFP and same will be calculated basis on each service.
- For S1 severity calls to close maximum by 1 hrs else penalty 1 % of the Order value per hour of delay beyond the resolution time stipulated, maximum up to 5% of the order value for a month.
- Bidders Back office team of experts will be supporting the on-site resource all time & if Severity 1 problem occurs & the problem not resolved within 30 min then bidders back office expert should visit the site within 2 hours.

Sr. Num	Service type	Agreed SLA	Penalty
1	IT Service desk	99% calls to be handling, logging and assigning as per defined TAT. Productivity is mention in Annexure B.	Breach of SLA will lead to penalty. For every 1% in SLA breach below agreed SLA (99%), penalty will be 1% of quarterly billing value. Maximum penalty applicable up to 5% on quarterly billing value.
2	Technical support Engineer L1 & L2 at CPC, HO & Belapur	99 % calls are to be closed in as per defined TAT in Annexure-C	Breach of SLA will lead to penalty. For every 1% in SLA breach below agreed SLA, penalty will be 1% of quarterly billing value. Maximum penalty applicable up to 5% on quarterly billing value.
3	User management Team	99 % calls are to be closed in as per defined TAT in Annexure-D	Breach of SLA will lead to penalty. For every 1% in SLA breach below agreed SLA, penalty will be 1% of quarterly billing value. Maximum penalty applicable up to 5% on quarterly billing value.
4	IT Security Compliance Management & Preventive Maintenance (PM)	100 % PM to be done in 90 days cycle.	Breach of SLA will lead to penalty. For every 1% in SLA breach below agreed SLA, penalty will be 1% of quarterly billing value. Maximum penalty applicable up to 10% on quarterly billing value.
5	Resource Availability	100% attendance to be complied	Any short fall of resource will be penalized to double amount of per day payout and calculated on Monthly basis. Backup resource to be available at site within 2 hrs else we consider as absent and accordingly penalty will be applicable.

Severity definition for Incidences.

Type of Severity	Definition	Response time	Resolution time
S1 - High	Service request or Incident that affects a VIP user. Critical system component failed Severe business disruption. (Approximate 100+ VIP Users)	Immediate / 5 Min.	30 Min

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S2 - Medium	An incident that affects a group of users. Major business disruption. Impacting service provision of business /financial loss.	15 Min	45 Min
S3- Low	Minor disruption. An incident / service request that affects a single user.	30 Min	1 hour
S4-OS / Shifting	OS Reinstallation / new installation and Shifting Related calls	30 min	Best Effort
S5- Planned Activity / projects	These are basically the planned tasks, which might involve multi vendors and are expected to take time to complete the tasks	To be mutually discussed and agreed upon	

For calculating SLA, The following matrix will be used:

Sr. Num	Service type	Agreed SLA	Achieved SLA in quarter (Average of three months)
1	IT Service desk	99%	
2	Technical support engineer at HO, CPC & Belapur	99%	
3	User Management Team	99%	
4	IT Security Compliance Management & Preventive Maintenance (PM)	100%	
5	Resource Availability	100%	

Measurement Matrix

Response time

$\frac{\text{No. of incidents \& service request responded within stipulated response time}}{\text{Total number of incident \& service requests received in month}} * 100$

Resolution time

$\frac{\text{No. of incidents \& service request resolved within stipulated resolution time}}{\text{Total number of incident \& service requests received in month}} * 100$

Performance Management

Customer C-SAT survey will be conducted through our service desk tool to measure satisfaction of given services and bidder has to achieve Good, Very Good & Excellent, below good (Average, poor, very poor) is not acceptable and is subject to review with SBIL Team by the bidder.

9 Support Window

Support Window (Service Coverage)

End user IT Support Teams: Monday to Saturday: 8:00 am to 8:00 pm (9 hours per resource and allocation by SBIL Team as per requirement. With 1 L1 resource in office from 8am to 9am and 6:30 pm to 8 pm).

- We may require a larger time window during December, January, February and March of every year, for which prior notice will be given by SBI Life and additional manpower, if any will be jointly assessed by SBI Life and the Selected Bidder. Payment for the additional manpower will be made at the rate discovered.
- Business critical months, 24x7 services: Additional Resources for the business critical months may require enabling support business needs.
- Sunday and National Holidays are not considered.
- The Support team would be working on all working days of SBI Life irrespective of the vendor's holiday list.
- Extended support during month ends and as specified by SBIL.

10 Project Transition

Bidder should have to arrange their resources in 10 days prior to the decided commencement of existing service provider. The team of one team leader, three technical support engineers and one service desk are to be available from commencement at CPC & HO and one service desk & engineer at Belapur office for the transition period. The rates for the transition period will be as per the discovered rates for first year as per the manpower supplied. Takeover process includes below terms:

- Technical knowledge.
- SBI Life Policy and process for service delivery.
- To understand IT audit and security compliances.
- To awareness of SBI Life functions and their management.
- To understand the critical applications/ users / business impacts / etc....
- Additional resources may have to be deployed during transition period and it should be noted that the payout for the transition period will be on pro rata basis for the quoted**

manpower strength only and there will not be any extra charges for the additional headcount warranted to understand the processes.

7. The transition period will be maximum 1 month.

11 Escalation Mechanism

The Escalation matrix will be followed in case of any issues/problems not resolved within the acceptable service level agreements.

Level	Escalation Level 1	Escalation Level 2	Escalation Level 3
S1	Escalation after 30 min	Escalation after 1 Hour	Escalation after 2 Hours
	Technical support engineer (L2)	Service Delivery Manager and SBIL Support Lead	Head- Services / AVP – IT Support
S2	Escalation after 1 hour	Escalation after 1 ½ Hour	Escalation after 2 ½ Hours
	Technical support engineer (L2)	Service Delivery Manager and SBIL Support Lead	Head- Services / AVP – IT Support
S3	Escalation after 2 Hours	Escalation after 4 Hours	Escalation after 6 Hours
	Technical support engineer (L2)	Regional Service Delivery Manager	Head- Services / AVP – IT Support
S4	Any activities need to be mutually plan with deadline. Escalation every after one business day as per the level defined above.		

12 Annexure

Annexure 0. Eligibility Criteria

Annexure A. Count of items

Annexure B. SoW_IT Service Desk

Annexure C. SoW_Technical Support Engineer

Annexure D. SoW_ User Management Team

Annexure E. SoW_IT Security Compliance Management & Preventive Maintenance (PM)

Annexure E.1. Preventive Maintenance (PM) checklist

Annexure F. Non Disclosure Agreement

Annexure G. Commercial Format

Annexure H. PBG_Format.

Annexure I : Declaration towards Compliance to Labour Laws (as per format given in Section 7)

13 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 as per Annexure – '0'
	1.4	Details of Support Centre
	1.5	Non disclosure Agreement
Section 2	2.1	Confirmation of Compliance with Terms and Conditions stipulated in RFP.

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

Document	Attached (Yes/No)	Compliance / Non Compliance with Remarks
BIDDER PROFILE and Eligibility Criteria as per Annexure – '0'		Please mention any noncompliance on any specific point mentioned in the Annexure

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Compliance to Scope of Work		Please mention any noncompliance on any specific point mentioned in the Annexure
SLA for Support		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
PM_Checklist		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.

c. Commercial Bid

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

Name of file is: Annexure G. Commercial Format.xls

The data should be filled in the .xls sheet in Unit value. Data is populated for uniformity in format however formula's of the sheet has to verify 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 three 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.

The relevant product information, brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification. All sections should be labelled for easy reference.

While the bidder may utilize services of sub contractor(s) in providing implementation services to SBIL, the core project management activities have to be necessarily carried out by the bidder's own personnel:

Each and every site completed has to be visited and certified by the bidder's own quality inspection team and a quality certificate has to be submitted to SBIL.

14 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

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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. A clause-by-clause compliance for all conditions and specifications of RFP. A bid without clause-by-clause compliance of the Technical
- H. Specifications, Commercial Conditions and Special Conditions shall not be considered.
- I. Technical Solution proposal with detail technical literature and data sheets of all the products proposed under the solution.
- J. Commercial Proposal in the prescribed Format.
- K. Bidder should submit the 5% amount of one year payout (of first year) as a performance bank guarantee (PBG) within 15 days from issuance of PO and should be valid for three year period from contract date.
- L. No interest is payable on the amount of PBG.
- M. The bank guarantee should be issued by any scheduled commercial bank or any associate bank of SBI, other than SBI. A format for PBG is available in Annexure H PBG_Format
- N. The bank guarantee will be valid for period of three years and retained by SBIL.

The Commercial Format should be filled using the format in Excel document enclosed only the cells which are available for data entry should be filled in. All other cells in the sheet will be computed.

15 BID Submission

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 on submission of Performance Bank Guarantee.

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:

Associate VP- (IT Support & Compliance)
SBI Life Insurance Co Ltd,
Central Processing Centre
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.

16 Clarification relating to the RFP

Written requests for clarification may be submitted to SBIL on or before the last date of submission mentioned elsewhere 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 Machindra.waghmare@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.

17 Amendments to the Bid Document

Amendments to the Bid Documents may be issued by SBIL at anytime during the tendering process. Amendments to Bid Documents so made shall be deemed to form an integral part of the Bid documents.

18 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.

19 Documents comprising the BID

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

20 Language of BID

All bids and supporting documentation shall be submitted in English.

21 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.

22 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 totalling 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.

23 BID Evaluation

The Technical Bids will be evaluated as per terms against each clause of the Tender under different sections. The following aspects may be considered for evaluating the technical bids which is exhaustive but not limited to:

- Company profile,
- Management capabilities of bidder
- Bidder support facilities
- 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)
- Delivery & Implementation schedule,
- Compliance with technical specifications laid down
- Acceptance of terms and conditions laid down
- Presentation from bidder

The selected Bidder(s) at the time of signing Purchase Agreement will have to bear the cost of Stamp duty. Commercial bids will be opened only for technically eligible bidders. Commercial bids of bidder will be compared for total 3 years costing (exclusive of taxes).

24 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, VAT, 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.

25 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.

26 Right to Verification

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.

27 Domestic Presence of Bidders

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

28 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.

29 Cost Break up

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

30 Payment Terms

Quarterly on a pro-rata basis at the beginning of the quarter.

Invoice payment will happen after 30 days post submission of error free no query invoice.

The payment of last quarter will process after end of quarter.

31 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.

32 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.

33 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.

34 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.

35 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:

- The Bidder's proposal in response – technical and commercial separately
- Modification to the proposal, if any, after negotiation / clarification.
- Related Technical Specifications
- 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.

36 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.

37 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.

38 Service Level Agreement (SLA) Guidelines

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

39 Time lines for completion and penalty

The selected bidder should commence the AMC activities and deployment of the necessary engineers for Remote Management at CPC before one month of contract period mention in RFP.

40 Bidder Status

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

41 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.

42 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.

43 Performance Guarantee

The selected bidder would be required to submit a performance Bank Guarantee to the SBI Life for an amount equivalent to 5% of annual amount of the first year. The performance guarantee would be for the entire period of the Contract. If the Performance guarantee is not submitted, the SBIL reserves the right to cancel the contract. The Performance Guarantee would be returned to the VENDOR after the expiry or termination of the contract. The bank guarantee should be issued by any scheduled commercial bank, other than SBI. A format for PBG is attached as per **Annexure H. PBG_Format**. The Performance Bank Guarantee is required to protect the interest of purchaser against the risk of non performance of the successful bidder in respect of successful implementation of the project which may warrant the invoking of Bank Guarantee (BG), also if any act of the supplier results in imposition of Liquidated Damages then the purchaser reserves the right to invoke the submitted Performance Bank Guarantee.

By submitting a proposal, the VENDOR agrees to promptly contract with the SBI Life for any work awarded to the VENDOR. Failure on the part of the awarded VENDOR to execute a valid contract with the SBI Life will relieve the SBI Life of any obligation to the VENDOR, and a different VENDOR may be selected.

All incident reports need to be sent out to SBI life along with root-cause analysis steps taken to prevent such incidents and mitigations observed.

44 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.

45 Solicitation of Employees

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.

46 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.

47 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.

48 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*****