



SBI LIFE INSURANCE COMPANY LIMITED

Central Processing Centre: Seawoods Grand Central, 8th Level, Tower 2,
Plot No R-1, Sector – 40, Seawoods, Navi Mumbai - 400706

Website: www.sbilife.co.in Email : cpcms@sbilife.co.in

E-tendering Portal: <https://etender.SBI/SBI/>

Notice Inviting E-Tender Two-Stage QCBS

E-Tender Id- SBILIFE/MS/2023-24/CSOS

DATED: 22/09/2023

(E -TENDER FOR COURIER SERVICES FOR OVERSEAS SHIPMENTS FOR SBI LIFE INSURANCE COMPANY LIMITED CENTRAL PROCESSING CENTRE (CPC) SEAWOODS, NAVI MUMBAI).

(Publication: E-Publish on CPP/E-Publish portal, SBI Life website)

Proposal for Courier Services for Overseas Shipments for SBI Life Insurance Company Limited
Central Processing Centre (CPC) Seawoods, Navi Mumbai.

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. SBI Life has a network of 992 offices and a work force of over 20,787 employees located across the country. SBI Life Insurance Co. Ltd. corporate office is at Mumbai.

SBI Life Insurance Co. Ltd. solicits proposals from reputed agencies for Courier Services for Overseas Shipments (CSOS) for SBI Life Insurance Company Limited, Central Processing Centre (CPC), Seawoods, Navi Mumbai and Vendor site at Mumbai/Navi Mumbai.

This Pre-Qualification profile attached is for short listing of service providers for providing Courier Services for Overseas Shipments at our Seawoods offices and Vendor site at Mumbai/Navi Mumbai.

This RFP is not an offer by SBI Life Insurance Co. Ltd but an invitation for Bidder response. No contractual obligation of whatsoever nature shall ever arise from the RFP Process unless and until a formal contract is signed and executed by the duly authorized signatories of SBI Life Insurance Co. Ltd and the selected Bidder.

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

SBI Life Insurance Co. Ltd reserves the rights to amend, modify, add, delete, in part or in full any conditions or specifications without assigning any reason during the entire process. The Bidders shall be entirely responsible for their own costs and expenses that are incurred while participating in the RFP, subsequent presentations and contract negotiation process.

Bids should be submitted by one single entity/organization. The Bidder will not be permitted to submit the bid in a consortium with any other service provider/bidder. Bids submitted by consortium will be summarily rejected.

All the Bids and supporting documentation should be submitted in English. On behalf of the SBI Life Insurance Company Limited, Mumbai, online bids are invited under Two Stage Bidding System from Established / Reputed Agencies based in India through E- tendering process for Selection of selected bidder for providing Courier Services for Overseas Shipments at our Seawoods offices and Vendor site at Mumbai/Navi Mumbai.

TABLE I

NIT No			
NIT Date			
Description of RFP		E -Tender For Courier Services For Overseas Shipments (CSOS)	
Number of Covers		Two Bids	
Covers information / Submission of Bids			
Covers No	Cover Type	Description	Document Type
1	Eligibility Criteria	RFP document, Eligibility Bid, Requirement and Compliance, Bidders information, etc.	To be filled online & scanned copies to be uploaded for verification
2	Financial	Financial Bid	To be filled online
Two Bid System : Part 1 : Eligibility Bid, Part 2 : Financial Bid			
In case of any discrepancy in the rates indicated in the Financial bid either in figures or words, the rates in words will be considered for evaluation			
Note:			
Initially Eligibility Criteria Bids will be opened and evaluated by the SBIL (CPC) Committee. Commercial bids on only Eligibility qualified bidders will be opened later.			

Bidders can download complete set of bidding document from e-procurement platform <https://etender.SBI/SBI/>

The e-tender notice and Tender documents is also available in our website: www.sbilife.co.in

Bidders have to submit the bids online by uploading all the required documents through <https://etender.SBI/SBI/>

Critical Dates

Sl. No.	Event	Date	Time
1	Tender Publication & documents download start date	22/09/2023	10:00 am
2	Seek clarification start date	22/09/2023	10:00 am
3	Seek clarification end date	27/09/2023	05:00 pm
4	Pre-bid meeting Date	29/09/2023	04:30 pm
5	Bid submission start date	29/09/2023	05:00 pm
6	Bid Submission end date	09/10/2023	05:00 pm
7	Technical Bid Opening date	10/10/2023	11:00 am
8	Financial bid opening dated	13/10/2023	04:00 pm

Bids for this tender will be accepted through online mode only. Manual bids will not be accepted under any circumstances.

SBI Life reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

Sd/-
 Authorised Signatory on behalf of
 SBI Life Insurance Co. Ltd.

SBI LIFE INSURANCE COMPANY LIMITED

Central Processing Centre: Seawoods Grand Central, 8th Level, Tower 2,
Plot No R-1, Sector – 40, Seawoods, Navi Mumbai – 400706

Manual bids will not be accepted under any circumstances.

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Note on Two-Stage Tender:

1. In the first Stage, the Bidder shall submit its Technical Bid followed by Presentation.
2. In the second stage, Financial Bid will be uploaded and only the Technically qualified bidders from the first stage will be eligible for bidding on the financial bid.
3. The Financial Bid of technically qualified bidders will only be considered.
4. The bid will be awarded at the financial bid value quoted by the successful bidder.
5. The presence or absence of representative of the Bidders shall not render the procedure infirm, at any stage.

Disclaimer

This Tender is not an offer by the SBI Life Insurance Co. Ltd, but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the SBI Life Insurance Co. Ltd, Mumbai with the selected vendor/ bidder.

Clarification of bidding documents

A prospective bidder requiring any clarification of the bidding documents shall contact the service receiver in writing at the receiver e-mail address i.e. cpcms@sbilife.co.in receiver will respond in writing (e-mail/website/tender wizard) to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids.

SBI Life Insurance Co. Ltd. has right to disqualify any bidder summarily without forwarding any reason for the same

Amendments in Bidding Documents

At any time till two days before the deadline for submission of bids, the SBI Life Insurance Co. Ltd. may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. SBI Life Insurance Co. Ltd. shall not be responsible to notify the amendments to individual bidders. All amendments by the SBI Life Insurance Co. Ltd. Mumbai till two days before the deadline for submission of bids, shall be binding on the participatory bidders. For any query related with this E-tender vendor should contact Email: cpcms@sbilife.co.in, Mobile: 9167791631

PART I
E-TENDERING INSTRUCTIONS TO BIDDERS

The bidders are required to submit soft copies of their bids electronically on the E. Tendering Portal using valid Login credentials. The Instruction given below are meant to assist the bidders in registering on the E - Tendering Portal, prepare their bids in accordance with the requirements and submitting their bids online on the <https://etender.SBI/SBI/> Portal.

Instructions:

1. Tender Bidding Methodology: Two Stage Online Bidding.
2. Broad outline of activities from prospective Bidders:
 - a) Ensure having a valid registration with login credentials
 - b) Register on e-tendering portal
 - c) View Notice Inviting Tender (NIT) on the above portal
 - d) Download Official Copy of Tender Documents from the above portal
 - e) Seek Clarification (if required) to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by SBI LIFE
 - f) Bid-Submission on the above portal.

3. Registration:

To use the Electronic Tender portal of SBI vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. For further details, please visit the website/portal, and follow further instructions as given on the site.

The details of tender notification can be downloaded from <https://etender.SBI/SBI/>. Vendors should obtain the USER ID and PASSWORD from <https://etender.SBI/SBI/>

For further details on E-Tender participation, please contact on

Name	E-mail ID	Contact No.
E-Tender Support Team	etender.support@sbi.co.in	022 – 22811110 / 6352631766
Management Services Team	cpcms@sbilife.co.in	022 – 6645 6261 / 9167791631

4. The Bidder must ensure that after following above, the status of bid submission must become – “Submitted”.
5. Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
6. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

7. The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.
8. Bid submission
The bid shall be submitted online only at Tender wizard portal i.e. <https://etender.SBI/SBI/>

Broad outline of submissions are as follows:

- (i) Submission of Bid Parts (Technical & Financial)
 - a) In first stage the TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure, Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, instructions to bidders documents required confirming compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded. The Presentation by the bidder shall be preferred on-site.
 - b) In second stage the FINANCIAL PART shall be asked only from technically qualified bidders, consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any.
 - c) Submission of signed copy of Tender Documents/Addendums.
9. Important Note: In case of internet related problem at bidder's end, especially during 'critical events such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. Hence, SBI Life shall not be responsible for non-receipt of proposal(s) within the specified date and time, due to any reason whatsoever. Proposals received after the stipulated time or incomplete in any respect will be summarily rejected. To ensure the receipt of proposal in stipulated time and date by SBI Life is the sole responsibility of the Participants/bidders. Any kind of intimation in this regard will not be a confirmation of acceptance of proposal.
10. Other Instructions
For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.
11. Important Note: It is strongly recommended that all authorized organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.
12. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:
 - a) Register your organization on the portal well in advance of your first tender submission deadline on the portal
 - b) Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
 - c) Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc.)

13. While three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above.
14. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
15. The SBI Life Insurance Co. Ltd will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
16. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
17. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

For any further assistance, please contact Representative of MS department at email: cpcms@sbilife.co.in Mob.: 9167791631, SBI Life Insurance Co. Ltd.

PART-II

ELIGIBILITY CRITERIA

1. **GENERAL: -**
The present e-tender is being invited for availing Courier Services for Overseas Shipments under which vendor providing Courier Services for Overseas Shipments at our Seawoods offices and Vendor site at Mumbai/Navi Mumbai.
2. **ELIGIBLE SERVICE PROVIDERS: -**
The bid can be submitted only by a Company incorporated under the Companies Act, 1956 who has an experience of Courier Services for Overseas Shipments and should have been in the same business for more than **five** years.
 - 2.1 The average annual turnover of the bidder should not be less than Rs. 50 Crore in the previous THREE financial years i.e. FY 2019-20, FY 2020-21 and FY 2021-22.
 - 2.2 And Bidder should have minimum 3 profitable years out of previous Five financial years i.e. FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22
 - 2.3 Power of Attorney / Authorization Letter is to be submitted in favor of the person, who is signing and submitting the RFP on behalf of the bidder.
 - 2.4 The bidder should have accreditation for Quality Assurance for operations, products and services Certifications like ISO 9001 etc.
 - 2.5 Bidder should not have been blacklisted for corrupt or fraudulent practices by Govt. of India/ State Government/ Central PSU & any organization at the time of bid submission date.
 - 2.6 The bidder must have computerized end to end tracking system, and should give live dashboard for tracking shipments to SBIL
 - 2.7 The bidder should have an office in Mumbai. However, if the local presence is not there in Mumbai, the bidder should give an undertaking for establishment of an office, within ONE month of award of the contract
3. The Branch Office in Mumbai is necessary if the contract is awarded to the vendor. The address of the branch office along with name of contact person with cell phone no. will be furnished to the Company In case, no office is available presently at Mumbai, the same shall be opened within 30 days of award of contract.
4. **Only One Bid Per Party:** Each Bidder is permitted to submit ONLY ONE BID irrespective of whether he/ she/ it is the sole Bidder, or the Leader or Member of a duly formed JV or Consortium. In case it is found that any party has uploaded more than one bid for the subject work(s) in any of the above capacities, all bids so uploaded shall be summarily rejected and SBI LIFE shall not entertain any further request/ correspondence in this matter.

PART-III

INSTRUCTIONS TO THE SERVICE PROVIDERS

1. All entries in the tender form should be legible and filled clearly. Any overwriting or cutting shall be signed by the authorized signatory.
2. The Service Provider shall quote for all categories failing which the bid shall be considered non-responsive.
3. Incomplete tender in any form and Conditional tenders/bid will be rejected Out-rightly.
4. The tender shall be opened online on scheduled date & time at SBI Life Insurance Co. Ltd, Seawoods Office in the presence of the authorized representative of the Service Provider, who wish to be present at that time. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the Head to check all relevant documents for their authenticity
5. A formal contract shall be entered into with the successful Service Provider within a period of 15 days from the date of placing the Work order. In this contract, the successful bidder shall be defined as Service Provider.
6. The successful Service Provider will have to enter into the Contract Agreement on a non-judicial stamp paper of Rs. 100 /- within 15 days of acceptance of offer, failing which the offer may be cancelled.
7. Each page of the tender documents and papers submitted should be numbered signed and stamped by the authorized signatory in acceptance of the terms and conditions laid down therein.
8. The SBI Life Insurance Co. Ltd Mumbai reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Company.
9. The competent authority of SBI Life Insurance Co. Ltd reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.

PART-IV

GENERAL TERMS AND CONDITIONS (GTC)

1. Tenure of the Contract: The period of the contract will be **THREE years** from 01.01.24 to 31.12.26.
2. All entries in the tender form should be legible and filled clearly online. Any overwriting or cutting shall be signed by the authorized signatory.
3. The Service Provider shall quote for all categories failing which the bid shall be considered non-responsive.
4. SBI Life Insurance Co. Ltd. reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Company.
5. The competent authority of SBI Life Insurance Co. Ltd. reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.
6. All liabilities arising out of but not limited to accident or death of service provider's resource at our site, while on duty shall be borne by the Service Provider.
7. Service Provider and its staff visiting office should take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the SBI Life Insurance Co. Ltd premises. Any loss of property/ theft of property attributable to the commissions/ omissions of the service provider shall be recovered from the service provider/Bill of the service provider.
8. That in the event of any loss to the SBI Life Insurance Co. Ltd. as a result of any lapse on the part of the Service Provider as may be established after an enquiry conducted by the SBI LIFE, such loss will be indemnified by the service provider or made good from the amount payable to the Service Provider. The decision of SBI Life Insurance Co. Ltd. in this regard will be final and binding on the Service Provider.
9. The SBI Life Insurance Co. Ltd. shall have the right, within reason, to have any visiting technician/person removed that is considered to be undesirable or otherwise and similarly Service Provider reserves the right to change the visiting technician/person with prior intimation to the CPC Management Services Team at Seawoods.
10. During the course of contract, if any Service Providers personnel are found to be indulging in any corrupt practices or causing any loss of property in the Institution, SBI LIFE shall be entitled to terminate the contract by giving three months advance notice.
11. The Service Provider shall not engage any such sub-Service Provider or transfer the contract to any other person in any manner.
12. The Service Provider shall indemnify and hold the Institution harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Service Provider.
13. The bidder shall not make or cause to be made any alteration, ensure or obliteration to the text of the Tender documents.

14. Timely completion of works assigned and services is the essence of this RFP and the work shall be completed in all respects as required by the Company from time to time in a manner in accordance with the schedule laid down in the documents.
15. The Bidder should examine carefully the accompanying RFP documents and obtain all the information including inspection at site at his cost, prior to submission of his RFP.
16. SBIL reserves the right to reject any or all the tenders without assigning any reason whatsoever.
17. Should have adequate infrastructure, scanners and system integration facility as per requirement of SBI Life.
18. Should have adequate, sustainable and trained manpower with necessary skills to handle regular business volume and seasonal spikes as well
19. Should have its own integrated workflow system
20. should give live dashboard for tracking shipments to SBIL
21. Accreditation for Quality/Data Security Certifications like ISO 27001, ISO 9001 etc. for Navi Mumbai facility will be preferred.
22. Should have tie-ups & feasibility with at least two Telecom Service Providers for Point to Point (P2P)/MPLS Connectivity at their own facility. The participant(s) should supply and connect to MPLS/P2P link of Minimum 2 MBPS bandwidth as per the SBI Life specifications for seamless transfer of data/images at all facilities. In case of Single MPLS/P2P link, there should be back-up of MPLS/P2P link with equivalent bandwidth of Primary link.
23. The participant must deploy suitable Router device in their premises to enable IPSec (3DES/AES) encryption over all WAN links established for connectivity to SBI Life & must configure data encryption parameters as defined by SBI Life.
24. It will be the responsibility of participant to deploy & maintain required capacity, performance, uptime & security of WAN links without additional commercial implications to SBI Life.
25. After completion of the said contract period, it will be the responsibility of the vendor to depute his representative for a minimum period of 30 days to explain about the process to the new vendor.
26. The documents to be uploaded is attached in the Annexure I
27. The financial bid for Courier Services for Overseas Shipments is attached in the Annexure II
28. The Guidelines on Information and Cyber Security for insurers is attached in the Annexure III
29. The Declaration of understanding of all the clauses in this document is attached in the Annexure IV
30. The Criminal Liability Undertaking needs to be provided as attached in Annexure V
31. Confidentiality & Non-Disclosure
The Bidders shall be under obligation and binding of the confidentiality-cum-non disclosure undertaking to be submitted along with response to this RFP. The draft of the same is attached as

Annexure – VI. The Bidders have to execute Non-Disclosure Agreement on Rs.200/- Non judicial stamp paper. The undertaking should be notarized and stamped.

32. Reporting Schedule: The report of inward and outward documents needs to be submitted to SBIL on daily basis.
33. The vendor shall ensure trouble free and smooth operation. All complaints have to be attended to, in minimum agreed times, as per industry norms/practice, failing which, SBIL will be at liberty to get the work done on its own / another vendor and recover the costs incurred from your running bills.
34. Termination of Contract:
The contract can be terminated by giving Three months' notice by the SBI LIFE, without assigning any reason thereof. The agency however, if so desire, may terminate the contract by giving a minimum Three months prior notice to the SBI LIFE.

At any time makes defaults in proceeding with the works with due negligence and continues to do so even after a notice in writing from the SBIL; or

Fails yearly performance evaluation by SBIL or third-party inspection report or both; or

Violates any of the terms and conditions stipulated in the agreement/tender document.

35. Courier Services for Overseas Shipments Payment Structure:
Courier Services for Overseas Shipments payment will be settled every month at actual - post completion of the month, with in 45 days from date of invoice.
36. FORCE MAJEURE
If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or fifteen days, whichever is more, either party may at its option terminate the contract.
37. Right to accept any Bid or reject any or all Bids:-

(a)SBI Life is not bound to accept the lowest or any bid and may at any time terminate the tendering process without assigning any reason.

(b)SBI Life may terminate the contract if it is found that the Service Provider is black-listed during last 3 years by the any of the Govt. Departments / Institutions / Autonomous bodies / Local Bodies / Municipalities / Public Sector Undertakings, etc.
38. OBLIGATION OF THE SERVICE PROVIDER:

i) After completion of the contract, if the Courier Services for Overseas Shipments is awarded to another vendor, smooth handing be done within 30 days to new vendor.

ii) SBI Life shall impose penalty on empanelled service provider(s) for non-adherence to mutually agreed terms & conditions, service deliverables, turn around time (TAT) related to outsourced activities

iii) The Service Receiver may also impose Liquidated Damages on The Service Provider for

a. Not adhering to time schedule in completing the job.

b. Wrong processing

c. Non generation of Control Information and/or MIS reports

d. Loss of documents/financial instruments.

e. Leakage of data/information

iv) Any information that The Service Provider generates/ collects as a part of the services being provided, is extremely confidential and The Service Provider shall not disclose, part with, use or store the said data in any manner contrary to written instructions issued by The Service Receiver from time to time. In case such information is lost or leaked out to any person or persons wilfully or even by oversight; The Service Provider shall be responsible for the actual loss incurred to the SBIL due to the negligence or deficiency in service on the part bidder besides other legal consequences.

v) Independent audit/assessment can be taken up by The Service Receiver's Information Security Team or Inspection & Internal Audit Department or by another independent auditor appointed by The Service Receiver. If the compliance score of The Service Provider in the audit is found less than 90%, The Service Provider shall be subjected to a penalty of up to 5% of the annual billing amount, due to the non-adherence to the Service Receiver's information security requirements.

39. INTEGRITY PACT

It is here by declared that SBI LIFE is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the SBI LIFE Mumbai.

40. Dispute Resolution

Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by SBI Life.

The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

41. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the

pendency of the arbitration proceedings and currency of contract, the Service Provider shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Service Provider shall continue to be made in terms of the contract. Arbitration proceedings will be held at Mumbai.

42. JURISDICTION OF COURT: The courts at MUMBAI shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between both the parties.

Chapter-V

SCOPE OF WORK

1. The scope of work of the Courier agency vendor would be as under
 - 1.1 Collection of physical documents/instruments from SBIL CPC office – Seawoods, Belapur and Vendor site from Mumbai /Navi Mumbai.
 - 1.2 Preparing outward report with POD details and daily sharing with SBIL SPOC.
 - 1.3 AWB numbers for all pick-ups to be submitted on the same day or maximum (T+1) day
 - 1.4 Preparing monthly delivery report of consignments and sharing with SBIL SPOC.
 - 1.5 Ensuring Delivery TAT
 - 1.6 Returning non serviceable area documents/instruments to SBIL office
 - 1.7 Providing Purging certificate for destruction of undelivered documents
 - 1.8 In case of lost, theft, damage and mishandling initiating insurance claim
2. The agency should assigned dedicated Relationship Manager to SBIL who will be responsible for the efficient rendering of the services under the contract.
3. Only an authorized representative will collect the letters / documents and should have an identity card / authority letter from the company.
4. Details of consignment collected during the day will be forwarded to SBIL SPOC by next day before 18.00 pm
5. In case of emergency, the agency should be flexible to collect the consignment from SBI Life Insurance Company Limited, premise as per the time scheduled by SBIL employee
6. At the time of collection of the letters, documents, etc acknowledgement to be given by the representative of the agency. Facility to track the courier through website should be available. Challans of consignment should specify with minimum details as follows:
 - Consignment No. and date
 - Nature of Packing Weight
 - Consignor details with stamp and signature

7. All shipments should be attempted for delivery within the TAT. Any exception in the deviation of TAT would be considered e.g.
- Flight Offload.
 - Operation closed due to Public holidays, Political disturbance, band, etc.
 - Heavy rainfall, Fog, Force Majeure.
 - Accidents
8. In case of delivery, the agency's representative may contact the Consignee for his availability / address confirmation or clarity and ensures the delivery of the shipment to the consignee on time.
9. In case the materials are delivered at wrong destination or short delivered it will be the responsibility of the service provider to collect the material and deliver to the correct place at the risk and expenditure of its own. SBI Life Insurance Company Limited will not be eligible for any payment on account of such additional trips involved.
10. Return To Origin (RTO):
- a) The physical RTO consignment should be returned immediately after completion of 3rd attempt, non-compliance will invite penalty as per SLA.
 - b) Policy number wise Proper MIS to be maintained for RTO, Also CRM to be available with bidders with provision to generate required standard reports at regular intervals.
 - c) Dashboard view to be made available with access of this dashboard to the consignor
 - d) All RTO should have specific reasons for return. The RTO should undergo quality check before final return to consignor. RTO for wrong reason will invite penalty as per SLA.
 - e) The RTO should be returned to the location as specified by SBI Life, which may undergo change during RFP period.
 - f) MIS of RTO to be sent to SBI Life on daily basis. The MIS should tally with the physical documents returned.
 - g) In cases wherein, it is clearly established that the consignee has moved to another city / refuses to accept the consignment, no further attempt should be made by the Bidder. The consignment should be returned to SBI Life after the first attempt itself with the relevant details.

11. In no circumstances, consignment should remain in agency's custody after 3 genuine attempts.

The docket should be Purging after confirmation from the respective department at SBI Life Insurance Company Limited.

12. Following types of WhatsApp/SMS should be sent to the customers during and after delivery of consignment. Even for international numbers.
 - a) Dispatch SMS: - Whenever the consignment is picked up for delivery, SMS should be sent to the customer. The SMS should contain shipping details such as tracking no and expected date of delivery.
 - b) Out for delivery SMS: SMS should be sent to customer on the day of delivery.
 - c) Delivery Attempt SMS: In case, no one is available at the delivery address. Delivery attempt should be made at least 3 times before redirecting the consignment to RTO.
 - d) Delivery SMS: - SMS should be sent after delivery of consignment to the customers address. The SMS should have date of delivery, time of delivery and name and contact number of the person who received the article.
 - e) The logs to be shared with SBI Life and should be available in Dashboard
 13. Providing Purging certificate for destruction of undelivered documents must be provided along with monthly invoice.
 14. All road permits or licenses or any other relevant authorization from competent authority as required for the running the vehicles shall be obtained by the bidders at its own cost. All Air and road rules pertaining to different states should be followed by the agency.
 15. Retaining of Proof of Delivery (POD) for the period Minimum 3 Months and within 15 days of delivery pdf have to be saved in their bidders portal for future reference/retrieval
 16. SBI Life expects the participant(s) to provide end-to-end solution for the activities covered in the scope. The solution proposed should conform to the best industry standards and practices.
 17. It shall be the responsibility of the participant(s) to ensure that they possess necessary skills, expertise, manpower, infrastructure, licenses, approvals in case of any third party patents, trademark, copyrights, and intellectual property rights. Any statutory or regulatory approvals and compliances thereof shall be the sole responsibility of the participant(s). SBI Life shall not be a party to any violation of such titles by participant(s).
-

TECHNICAL BID
DOCUMENTS TO BE UPLOADED

Sr. No .	Qualifying Criteria	Supporting Documents to be provided	Submitted	
			Yes	No
1	The bid can be submitted only by a Company incorporated under the Companies Act, 1956	Self-certification by authorized signatory with relevant documents in its support.		
2	The bid can be submitted only by a company who has an experience of Courier Services for Overseas Shipments and should have been in the same business for more than five years	Self-certification by authorized signatory with relevant documents in its support.		
3	The average annual turnover of the bidder should not be less than Rs. 50 Crore in the previous THREE financial years i.e. FY 2019-20, FY 2020-21 and FY 2021-22	Duly certified statement from their appointed chartered Accountant for the FY 2019-20, FY 2020-21 and FY 2021-22 indicating the amount of turnover during these years.		
4	And Bidder should have minimum 3 profitable years out of previous Five financial years i.e. FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22	Duly certified statement from their appointed chartered Accountant for the FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22 indicating the P&L statement of these years.		
5	Bidder should have presence in countries other than India	Self-certification by authorized signatory with relevant documents in its support.		
6	List of Serviceable Countries	List Office locations / Tieup locations list		
7	The bidder PREFFERD have valid ISO 27001, ISO 9001 certification etc	Copy of the Certification		
8	Power of Attorney / Authorization Letter is to be submitted in-favor of the person, who is signing and submitting the RFP on behalf of the bidder.	Power of Attorney / Authorization Letter		
9	Bidder should not have been blacklisted for corrupt or fraudulent practices by Govt. of India/ State Government/ Central PSU at the time of bid submission date.	Declaration by the authorized signatory		
10	The bidder should have an office in Mumbai. However, if the local presence is not there in Mumbai, the bidder should give an undertaking for establishment of an office, within ONE month of award of the contract	Relevant Documents or Undertaking signed by the Authorized Signatory		
11	Bidder should have a live Dashboard AND capability to provide CRM access to the Company	Relevant Documents or Undertaking signed by the Authorized Signatory		
12	Currant customer list with contact details	List to be provided		

FINANCIAL BID**Overseas Shipments Courier Services COST****Documents up to 2.5 KG**

Weight (In KG)	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	Zone 10	Zone 11	Zone 12	Zone 13	Zone 14
0.5														
1														
1.5														
2														
2.5														
Addl Half KG														

Non-documents from 0.5 KG

Weight (In KG)	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	Zone 10	Zone 11	Zone 12	Zone 13	Zone 14
0.5														
1														
1.5														
2														
2.5														
3														
3.5														
4														
4.5														
5														
5.5														
6														
6.5														
7														
7.5														
8														
8.5														
9														
9.5														
10														
Addl Half KG														

Note

1. Charges should be quoted in Indian Rupees only and should be exclusive of applicable taxes.
2. SBI Life shall deduct the TDS as applicable.
3. There shall be no minimum volume commitment.

Countries and Territories Zone List

Zone	Countries and Territories
1	Bangladesh
	Bhutan
	Maldives
	Nepal
	Sri Lanka
	United Arab Emirates
2	Hong Kong
	Malaysia
	Singapore
	Thailand
3	China, People's Republic
4	Bahrain
	Jordan
	Kuwait
	Oman
	Pakistan
	Qatar
	Saudi Arabia
5	Brunei
	Cambodia
	East Timor
	Indonesia
	Japan
	Korea, Republic Of
	Lao People's Democratic Republic
	Macau
	Myanmar
	Philippines, The
	Taiwan
	Vietnam
6	New Zealand
	Papua New Guinea
7	Austria
	Belgium
	Czech Republic, The

	Denmark
	France
	Germany
	Hungary
	Ireland, Republic Of
	Italy
	Liechtenstein
	Luxembourg
	Monaco
	Netherlands, The
	Poland
	Portugal
	Romania
	Slovakia
	Spain
	Sweden
	Switzerland
	United Kingdom
	Vatican City State
8	Andorra
	Belarus
	Bulgaria
	Canary Islands, The
	Cyprus
	Estonia
	Falkland Islands
	Faroe Islands
	Finland
	Gibraltar
	Greece
	Greenland
	Guernsey
	Iceland
	Israel
	Jersey
	Latvia
	Lithuania
	Malta
	Norway
	Slovenia
	Turkey
9	American Samoa
	Canada

	Guam
	Marshall Islands
	Mexico
	Puerto Rico
	Saipan
	Virgin Islands (US)
10	Anguilla
	Antigua
	Argentina
	Aruba
	Bahamas
	Barbados
	Belize
	Bermuda
	Bolivia
	Bonaire
	Brazil
	Cayman Islands
	Chile
	Colombia
	Costa Rica
	Cuba
	Curacao
	Dominica
	Dominican Republic
	Ecuador
	El Salvador
	French Guyana
	Grenada
	Guadeloupe
	Guatemala
	Guyana (British)
	Haiti
	Honduras
	Jamaica
	Martinique
	Montserrat
	Nevis
	Nicaragua
	Panama
	Paraguay
	Peru
	St. Barthelemy

	St. Eustatius
	St. Kitts
	St. Lucia
	St. Maarten
	St. Vincent
	Suriname
	Trinidad and Tobago
	Turks and Caicos Islands
	Uruguay
	Venezuela
	Virgin Islands (British)
11	Afghanistan
	Albania
	Algeria
	Angola
	Armenia
	Azerbaijan
	Benin
	Bosnia and Herzegovina
	Botswana
	Burkina Faso
	Burundi
	Cameroon
	Cape Verde
	Central African Republic
	Chad
	Comoros
	Congo
	Congo, The Democratic Republic
	Cook Islands
	Cote d'Ivoire
	Croatia
	Djibouti
	Eritrea
	Ethiopia
	Fiji
	Gabon
	Gambia
	Georgia
	Guinea Republic
	Guinea-Bissau
	Guinea-Equatorial
	Iran (Islamic Republic of)

Iraq
Kazakhstan
Kiribati
Korea, The D.P.R of
Kosovo
Kyrgyzstan
Lebanon
Lesotho
Liberia
Libya
Macedonia, Republic of
Madagascar
Malawi
Mali
Mauritania
Mayotte
Micronesia, Federated States of
Moldova, Republic Of
Mongolia
Montenegro, Republic of
Morocco
Namibia
Nauru, Republic Of
New Caledonia
Niger
Niue
Palau
Reunion, Island Of
Russian Federation, The
Rwanda
Saint Helena
Samoa
San Marino
Sao Tome and Principe
Senegal
Serbia, Republic of
Seychelles
Sierra Leone
Solomon Islands
Somalia
Somaliland, Rep of (North Somalia)
South Sudan
Swaziland

	Syria
	Tahiti
	Tajikistan
	Togo
	Tonga
	Tunisia
	Turkmenistan
	Tuvalu
	Ukraine
	Uzbekistan
	Vanuatu
	Yemen, Republic of
	Zambia
12	United States Of America
13	Egypt
	Ghana
	Kenya
	Mauritius
	Mozambique
	Nigeria
	South Africa
	Sudan
	Tanzania
	Uganda
	Zimbabwe
14	Australia

Overview:

The services, processes and solutions deployed for SBI Life shall follow a standard configuration/customization process and shall meet the functional, security, performance, legal, regulatory and statutory requirements of SBI Life. The bidders shall comply to “Guidelines on Information and Cyber Security for insurers”, published by IRDAI on 7th April, 2017 and any subsequent changes in this document. The bidders shall also comply with SBI Life IT Policy, Information Security Policy and Procedures, SBI LIFE Policy on Information Security Requirements for Third Party in key concern areas as under:

- Responsibilities for data and application privacy and confidentiality
- Responsibilities on system and software access control and administration
- Custodial responsibilities for data, software, hardware and other assets of SBI Life being managed by or assigned to the Participant
- Physical Security of the facilities
- Incident response and reporting procedures
- Password Policy of SBI Life
- Data Encryption/Protection requirement of SBI Life
- Server hardening, security policies and Secure Configuration Documents
- Sharing of Background Verification of its personnel, working on SBI Life project

Detailed:

The bidders shall adhere to IRDAI Guidelines on Information and Cyber Security as well as SBI Life Information Security Requirement for Third Party and any equivalent standard in line with The Service Receiver’s information security policies, procedures and standards. The Participant shall ensure that they have information security organization in place to implement the provisions of The Service Receiver’s information security requirements.

1. The bidders 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.
2. The bidders 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 the bidders. The bidders shall be solely responsible for compliance by its personnel with such control procedures, including obtaining advance approval to the extent required.

3. The bidders shall not use SBI Life information, if any, for any purpose other than for the purposes for which they were provided to bidders by SBI Life and then only to the extent necessary to enable bidders to perform activities as per this agreement.
 4. The bidder's 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.
 5. The bidders shall ensure any personnel assigned for carrying out activities under this agreement is subjected to background checks in accordance with the provisions in bidder's pre-employment policy or procedure. Detailed report of such background checks shall be submitted to SBI Life as and when requested.
 6. The bidders 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.
 7. The bidders 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.
 8. The bidders 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.
-

Annexure – IV

DECLARATION

1. I, Son / Daughter
of Shri Proprietor / Partner / Head /
Authorized Signatory of am competent to
Sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and
hereby convey my acceptance of the same.

3. The information / documents furnished along with the above applicable are true and
authentic to the best of my knowledge and belief. I/we, am / are well aware of the fact
that furnishing of any false information / fabricated document would lead to rejection of
my tender at any stage liabilities towards prosecution under appropriate law.

Signature of Authorized Signatory

Date :

Full Name:

Place :

Company's Seal:

N.B: The above declaration, duly signed and sealed by the authorized signatory of the
service provider, should be enclosed with Technical Bid.

CRIMINAL LIABILITY UNDERTAKING

(Original hard copy of this undertaking must be submitted offline with technical bid cover)

(To be executed on Non-judicial Stamp Paper of Rs.100/-duly attested by Public Notary)

Ref: E-tender No._____.

I.....S/o..... Resident of

.....

..... Do solemnly pledge and affirm: -

1. That I am the proprietor /partner/authorized signatory of

M/s.

2. That my firm has not been declared defaulter by any Govt. Agency and that NO case of any nature
i.e.

CBI/FEMA/Criminal/Income Tax/ Blacklisting is pending against my firm.

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification

AGREEMENT DRAFT

This Agreement made at Navi Mumbai on the _____, 2023.

BY AND BETWEEN

SBI LIFE INSURANCE COMPANY LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered Office at "Natraj", M.V. Road & Western Express Highway Junction, Andheri (East), Mumbai – 400069 and its office at Central Processing Centre, Central Processing Centre, 7th Level (D-Wing) & 8th Level, Seawoods Grand Central, Tower-2, Plot No.R-1, Sector-40, Seawoods, Navi Mumbai – 400706 hereinafter referred to as "the Company", (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of ONE PART;

AND

M/s. _____, a Company registered under the Indian Companies Act, 1956 having its Head Office at _____ and its Branch Office at _____ hereinafter referred to as "_____", which expression shall unless repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives, nominees, subsidiaries and permitted assigns of One Part.

(_____, and SBI Life Insurance Company Limited (SBIL) shall hereinafter collectively be referred to as "Parties" and individually as "Party")

WHERE AS

- A. M/s. _____, has represented to SBIL that it is in the business of providing, interlay, service as set forth in **Appendix-A** herein, and in respect thereof it possesses necessary and requisite infrastructure, sufficient space, manpower, knowledge and expertise, adequate experience and all other facilities and financial resources to provide such services and fulfill all its performance obligations contained in this Agreement:
- B. Relying on the representations made by the M/s. _____, SBIL has agreed to avail the services of the M/s. _____, for the purposes of this Agreement. M/s. _____, has agreed to undertake the obligations to provide such services in accordance to the terms and conditions of this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. CONTRACT TERM & RATE

- 1.1 This Agreement shall be valid for Three Year from 01.01.2024 to 31.12.2026 unless terminated earlier by either Party by giving to the other Party at least Three (3) month notice in advance in writing..
- 1.2 The initial period of the contract will be THREE years which can be further extended by a period of upto TWO years on the

same T&C, based on performance and independent evaluation by the competent authority of SBI LIFE.

- 1.3 The contract can be terminated by giving Three months' notice by the SBI LIFE, without assigning any reason thereof. The agency however, if so desire, may terminate the contract by giving a minimum Three months prior notice to the SBI LIFE.

At any time makes defaults in proceeding with the works with due negligence and continues to do so even after a notice in writing from the SBIL; or

Fails yearly performance evaluation by SBIL or third-party inspection report or both; or

Violates any of the terms and conditions stipulated in the agreement/tender document.

2. SCOPE OF THE AGREEMENT

- 2.1 It is agreed by and between the Parties hereto that _____. Ltd shall provide the services to SBIL as set forth in **Appendix-A**, herein, which shall form part and parcel of this Agreement (hereinafter referred to as "Services").
- 2.2 The Parties understand and agree that the engagement of M/s. _____, by SBIL under this Agreement is on non-exclusive basis. M/s. _____ hereby acknowledges and agrees to operate under the terms and conditions set forth in this Agreement and also under all further or other specifications, instructions, stipulations, guidelines, manuals, whatsoever, as may be set forth by SBIL and circulated to M/s. _____ Ltd from time to time.

3. RELATIONSHIP

- 3.1 Parties agree principal to principal relationship shall exist between the Parties and that this Agreement does not constitute M/s. _____ as a servant or employee or partner or joint venture of SBIL. M/s. _____ shall not hold itself out as owned by or associated with SBIL in any manner other than as an agent of SBIL for the limited and exclusive purposes of this Agreement only.
- 3.2 None of the employees, agents etc of M/s. _____ shall be construed or deemed, under any circumstances, to be the employees of SBIL at any time. M/s. _____ agrees to indemnify SBIL, at all times during the course of this Agreement and thereafter, against all such claims as may arise from time to time. M/s. _____ agrees not to do or cause to be done anything whereby any employee or servant of M/s. _____ Ltd can, in law or otherwise, claim or enforce, as against SBIL, the relationship of employer and employee or of master and servant or of any relationship similar thereto. M/s. _____ Ltd shall indemnify and keep indemnified SBIL against any claim, loss or whatsoever, in this connection.
- 3.3 M/s. _____ Ltd hereby agrees and acknowledges to SBIL that it can have limited access to the premises and subject to adhere to the confidentiality of the documents, scrutinize the non confidential records generated under this agreement as and when deemed necessary. This clause will survive for a period of 36 months till the termination or expiry of this Agreement.

4. RESPONSIBILITIES OF THE

M/s. _____. Ltd shall;

- 4.1 Provide the Service as specified in **Appendix-A** herein.
- 4.2 Ensure that the performance of the Service at all times be in accordance with the performance indicators and parameters outlined in **Appendix-A**.
- 4.3 Deployment of trained, experienced and competent employees who are physically fit and are not suffering from any chronic or contagious disease.

- 4.4 Alone determine the service conditions of persons engaged by the M/s. _____ will be solely responsible and liable for hiring, controlling, transferring to other establishments, replacing the persons arising out of transfers/separations, and directly terminating their services and for payment of salaries, wages and other legal dues of the employees who are employed by M/s. _____ for the purpose of rendering the Services under this Agreement and shall maintain proper books of accounts, records and documents. The employees shall always be under M/s. _____ direct control or supervision or through Third Party hiring. M/s. _____, shall be free to transfer their staff in accordance with their needs provided that M/s. _____ ensures the Fulfillment of their obligations under this Agreement.
- 4.5 Personally and exclusively supervise or employ sufficient supervisory personnel exclusively to supervise the work of their employees so as to ensure that the Services rendered under this Agreement are carried out to the satisfaction of SBIL.
- 4.6 Ensure that M/s. _____ employees while on the premises of SBIL while carrying out their obligations under this Agreement, observe the standards of decorum, safety and general discipline laid down by M/s. _____.
- 4.7 Be bound to adopt and follow all identification, security and safety measures which SBIL may advise from time-to-time.
- 4.8 Service Provider and its staff visiting office should take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the SBI Life Insurance Co. Ltd premises. Any loss of property/ theft of property attributable to the commissions/ omissions of the service provider shall be recovered from the service provider/Bill of the service provider
- 4.9 The SBI Life Insurance Co. Ltd. shall have the right, within reason, to have any visiting technician/person removed that is considered to be undesirable or otherwise and similarly Service Provider reserves the right to change the visiting technician/person with prior intimation to the CPC Management Services Team at Seawoods.
- 4.10 During the course of contract, if any Service Providers personnel are found to be indulging in any corrupt practices or causing any loss of property in the Institution, SBI LIFE shall be entitled to terminate the contract by giving three months advance notice.
- 4.11 The Service Provider shall not engage any such sub-Service Provider or transfer the contract to any other person in any manner.
- 4.12 The Service Provider shall indemnify and hold the Institution harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Service Provider.

5 CONFIDENTIALITY

M/s. _____ undertakes that all the communication between it and SBIL and any all information, database and material supplied by SBIL or on its behalf at any time in relation to the Agreement shall be "Confidential" or by their nature intended to be exclusively used for the fulfillment of its obligations under this Agreement ('CONFIDENTIAL INFORMATION') and unless stated otherwise shall be kept strictly private and confidential.

6 LIMITATION OF LIABILITY

To the extent permitted by law and notwithstanding anything else contained in this Agreement, in no event, whether based in contract or tort (including negligence) or other legal theory shall either party, its officers, directors, affiliates or employees be liable for incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with this Agreement or any related contract. To the extent permitted by law and notwithstanding anything else contained in this Agreement, in no event shall M/s. _____ maximum aggregate liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach hereof exceed 10% of the amounts actually paid to them for such Services. Customer is placed on notice that M/s. _____ prices are based on the limitation of liability clause as contained herein. The parties agree that the limitation of liability clause reflects a fair allocation of risks between the parties.

7 ACCESS TO PREMISES

The SBIL shall provide M/s. _____ with reasonable access to its premises for the purpose of allowing them to perform its obligations under this Agreement and make available to them a space in its premises as is reasonably necessary for them to perform the Services. The SBIL shall not be liable for any injury, death or loss suffered by M/s. _____ Personnel or representative, while they are providing Services to SBIL.

8 GOVERNING LAW AND DISPUTE RESOLUTION

- 8.1 The construction, validity, and interpretation of this Agreement shall be governed by the laws of India, excluding applicable conflicts of laws rules.
- 8.2 The parties agree that, any and all disputes, claims, controversy or causes of action ("Dispute") which the parties are unable to resolve for any reason after applying the process set out above, shall be completely and finally settled by submission of any such Dispute to arbitration as per the Indian Arbitration and Conciliation Act, 1996 or any amendment or re-enactment thereof. For resolution of any Dispute, the parties shall select three (3) arbitrators in accordance with Rules of Indian Council of Arbitration. Arbitration proceeding shall take place in Mumbai / Navi Mumbai. Any award made by the arbitrators shall be final and binding on the parties. The language of the arbitration shall be English. The parties submit to the exclusive jurisdiction of the courts in Mumbai / Navi Mumbai, Maharashtra, India.

9 GENERAL PROVISIONS

- 9.1 **Force Majeure:** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or fifteen days, whichever is more, either party may at its option terminate the contract.
- 9.2 **Notices:** Any notice regarding non-performance, breach, termination, or renewal required or permitted to be given under this agreement shall be given in writing and shall be delivered by personal delivery, by courier with written verification of delivery or by certified mail addressed to SBIL or M/s. _____, as the case may be, at the address first stated in this Agreement or at such other address as shall be given by either one to the other in writing.
- 9.3 **Waiver:** The waiver by either party of a breach of any of the terms and conditions of this Agreement must be in writing and will not be construed as a waiver of any succeeding breach of such term or condition or the waiver of the provision itself. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity.
- 9.4 **Severability:** In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired thereby, and that provision shall be reformed, construed and enforced to the maximum extent permissible, provided that this Agreement shall not then substantially deprive either party of the bargained-for performance of the other party. Any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction.
- 9.5 **Assignment:** This Agreement may not be assigned by either party without the prior written consent of the non-assigning party; except that M/s. _____ has the right to assign this Agreement in connection with a merger or other business combination in which M/s. _____ is not the surviving entity or in connection with any sale of all or substantially all of the capital stock or assets of M/s. _____. Any attempted assignment in violation of this provision shall be null and void.

10 Non Disclosure Agreement:

M/s. _____ will not, except as authorized or required by its duties hereunder, reveal or divulge to any person or entity any information concerning the organization, business, finances, transactions or other affairs of SBI Life Insurance Company Ltd., or of any of SBI Life's , respective subsidiaries which may come to the vendors knowledge during the continuance of this agreement, and the vendor will keep in complete secrecy all confidential information entrusted to the vendor and will not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to SBI Life's business interests. This restriction will continue to apply after the termination of this agreement without limit in point of time but will cease to apply to information or knowledge which may come into the public domain.

11 INFORMATION SECURITY

9. M/s. _____ 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.
10. M/s. _____ personnel shall access to SBI Life premises, sites, buildings or internal areas, where SBI Life's 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.
11. M/s. _____ 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 M/s. _____ shall be solely responsible for compliance by its personnel with such control procedures, including obtaining advance approval to the extent required.
12. M/s. _____ shall not use SBI Life information, if any, for any purpose other than for the purposes for which they were provided to M/s. _____ by SBI Life and then only to the extent necessary to enable M/s. _____ to perform activities as per this agreement.
13. M/s. _____ 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.
14. M/s. _____ shall ensure any personnel assigned for carrying out activities under this agreement is subjected to background checks in accordance with the provisions in M/s. _____ pre-employment policy or procedure. Detailed report of such background checks shall be submitted to SBI Life as and when requested.
15. M/s. _____ 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.
16. M/s. _____ 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.
17. M/s. _____ 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.

12 RIGHT TO AUDIT

- 12.1 M/s. _____ shall directly provide right to IRDAI or any other law enforcement agencies/SBI Life or its empaneled information security auditor a right audit to access Data and its log. M/s. _____, including its sub-contracting parties, shall provide the necessary co-operation to these authorities.

IN WITNESS WHEREOF the Parties hereunto have affixed or hands to this writing on this day and year first written herein above

Signed & Delivered on behalf of the SBI Life Insurance Company Limited In the presence of

Authorized Signatory
(Name and Designation)

Witness:

1. _____
(Name and Sign)

2. _____
(Name and Sign)

Signed sealed & Delivered by the _____ in the Presence of

Authorized Signatory
(Name and Designation)

Witness:

1. _____
(Name and Sign)

2. _____
(Name and Sign)

APPENDIX - A
SCOPE OF WORK

18. The scope of work of the Courier agency vendor would be as under

- 1.1 Collection of physical documents/instruments from SBIL CPC office – Seawoods, Belapur and Vendor site from Mumbai /Navi Mumbai.
- 1.2 Preparing outward report with POD details and daily sharing with SBIL SPOC.
- 1.3 AWB numbers for all pick-ups to be submitted on the same day or maximum (T+1) day
- 1.4 Preparing monthly delivery report of consignments and sharing with SBIL SPOC.
- 1.5 Ensuring Delivery TAT
- 1.6 Returning non serviceable area documents/instruments to SBIL office
- 1.7 Providing Purging certificate for destruction of undelivered documents
- 1.8 In case of lost, theft, damage and mishandling initiating insurance claim

19. The agency should assigned dedicated Relationship Manager to SBIL who will be responsible for the efficient rendering of the services under the contract.

20. Only an authorized representative will collect the letters / documents and should have an identity card / authority letter from the company.

21. Details of consignment collected during the day will be forwarded to SBIL SPOC by next day before 18.00 pm

22. In case of emergency, the agency should be flexible to collect the consignment from SBI Life Insurance Company Limited, premise as per the time scheduled by SBIL employee

23. At the time of collection of the letters, documents, etc acknowledgement to be given by the representative of the agency. Facility to track the courier through website should be available. Challans of consignment should specify with

minimum details as follows:

- Consignment No. and date
- Nature of Packing Weight
- Consignor details with stamp and signature

24. All shipments should be attempted for delivery within the TAT. Any exception in the deviation of TAT would be considered e.g.
- Flight Offload.
 - Operation closed due to Public holidays, Political disturbance, band, etc.
 - Heavy rainfall, Fog, Force Majeure.
 - Accidents
25. In case of delivery, the agency's representative may contact the Consignee for his availability / address confirmation or clarity and ensures the delivery of the shipment to the consignee on time.
26. In case the materials are delivered at wrong destination or short delivered it will be the responsibility of the service provider to collect the material and deliver to the correct place at the risk and expenditure of its own. SBI Life Insurance Company Limited will not be eligible for any payment on account of such additional trips involved.
27. Return To Origin (RTO):
- h) The physical RTO consignment should be returned immediately after completion of 3rd attempt, non-compliance will invite penalty as per SLA.
 - i) Policy number wise Proper MIS to be maintained for RTO, Also CRM to be available with bidders with provision to generate required standard reports at regular intervals.
 - j) Dashboard view to be made available with access of this dashboard to the consignor
 - k) All RTO should have specific reasons for return. The RTO should undergo quality check before final return to consignor. RTO for wrong reason will invite penalty as per SLA.
 - l) The RTO should be returned to the location as specified by SBI Life, which may undergo change during RFP period.
 - m) MIS of RTO to be sent to SBI Life on daily basis. The MIS should tally with the physical documents returned.
 - n) In cases wherein, it is clearly established that the consignee has moved to another city / refuses to accept the consignment, no further attempt should be made by the Bidder. The consignment should be returned to SBI Life after the first attempt itself with the relevant details.
28. In no circumstances, consignment should remain in agency's custody after 3 genuine attempts. The docket should be Purging after confirmation from the respective department at SBI Life Insurance Company Limited.
29. Following types of WhatsApp/SMS should be sent to the customers during and after delivery of consignment. Even for international numbers.
- a) Dispatch SMS: - Whenever the consignment is picked up for delivery, SMS should be sent to the customer. The SMS should contain shipping details such as tracking no and expected date of delivery.
 - b) Out for delivery SMS: SMS should be sent to customer on the day of delivery.
 - c) Delivery Attempt SMS: In case, no one is available at the delivery address. Delivery attempt should be made at least 3 times before redirecting the consignment to RTO.
 - d) Delivery SMS: - SMS should be sent after delivery of consignment to the customers address. The SMS should have date of delivery, time of delivery and name and contact number of the person who received the article.
 - e) The logs to be shared with SBI Life and should be available in Dashboard
30. Providing Purging certificate for destruction of undelivered documents must be provided along with monthly invoice.
31. All road permits or licenses or any other relevant authorization from competent authority as required for the running the vehicles shall be obtained by the bidders at its own cost. All Air and road rules pertaining to different states should be followed by the agency.
32. Retaining of Proof of Delivery (POD) for the period Minimum 3 Months and within 15 days of delivery pdf have to be saved in their bidders portal for future reference/retrieval

33. SBI Life expects the participant(s) to provide end-to-end solution for the activities covered in the scope. The solution proposed should conform to the best industry standards and practices.
34. It shall be the responsibility of the participant(s) to ensure that they possess necessary skills, expertise, manpower, infrastructure, licenses, approvals in case of any third party patents, trademark, copyrights, and intellectual property rights. Any statutory or regulatory approvals and compliances thereof shall be the sole responsibility of the participant(s). SBI Life shall not be a party to any violation of such titles by participant(s).