

Request for Proposal (RFP)

Dated 14.Oct.2019

To

**Evaluate the Insurer Of Group Mediclaim Policy for the period 8-Nov-2019
to 7-Nov-2020**

At SBI Life Insurance Co. Ltd.

SBI Life Insurance Co. Ltd.

**4th Floor, Natraj, M.V. Road & Western Express Highway Junction,
Andheri (East), Mumbai, Maharashtra - 400069**

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1. Introduction

1.1 About SBI Life Insurance Co. Ltd.

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

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

SBI Life has a multi-channel distribution network comprising of an expansive Bancassurance channel with SBI, which has an unrivalled strength of over 22,000 branches across the country. SBI Life also has a large and productive agent network comprising of 121,137 agents, as on June 30, 2019. The Company's other distribution channels include direct sales and sales through corporate agents, brokers, insurance marketing firms and other intermediaries. As on June 30, 2019, the Company has a widespread network of 922 offices across the Country to address customer needs effectively and efficiently. The Company had an AUM of 1,469.5 billion as of June 30, 2019.

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

1.2 Purpose of RFP

SBI Life proposes to engage an Insurance Company to provide coverage to SBI Life employees and their dependants under Group Mediclaim Policy for the period of 8-Nov-2019 to 7-Nov-2020.

1.3 Insurance Company's details for Group Mediclaim Policy

Applicants are requested to satisfy themselves with the eligibility criteria before making the application.

1. The firm should have never been blacklisted / barred / disqualified by any regulator / statutory body to provide Insurance Services.
2. Applicants should be willing to sign SBI Life's Non-Disclosure agreement as provided in Annexure B.
3. Bidder should have atleast 5000 hospitals empanelled with them PAN India.
4. Number of clients catered under Group Mediclaim Policy in the FY 2018-19, out of which how many are from BFSI sector (with names).
5. Maximum number of lives covered under Group Mediclaim Policy in a single organization.
6. Claim Ratio in Last 5 Years under Group Mediclaim Policy. Provide Year-Wise details of all clients together.
7. Solvency Ratio.

2. Request for Proposal

The Request for Proposal (RFP) is to engage an Insurance Company to provide coverage to SBI Life employees and their dependants under Group Medclaim Policy for the period of 8-Nov-2019 to 7-Nov-2020.

The time schedule for various activities is listed below:

Actionables	Due Date
'Request For Proposal' to be available on company's website	14-Oct-19
Submission of sealed Quotation for Medclaim Policy	From 14th to 22nd Oct 2019
Presentation by Insurer on Technical Evaluation and opening of Technical Proposals*	On 23rd & 24th Oct 2019
Opening of Commercial Proposals	25th Oct 2019

(*) Time and venue will be informed to bidders.

This RFP is not an offer by SBI Life, but an invitation for Bidder response. No contractual obligation whatsoever shall arise from this RFP process unless and until a formal contract is signed and executed by the duly authorized signatory of SBI Life and the Bidder. SBI Life may, at its own discretion, withdraw the RFP at any time, without assigning any reasons whatsoever.

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

3. Scope of Work

3.1 Brief Description

The scope of work for the proposal would include providing coverage to SBI Life employees and their dependants under Group Medclaim Policy for the period of 8-Nov-2019 to 7-Nov-2020.

Mediclaime Policy features for 08.11.2018 to 07.11.2019

- 1) Family Definition (1 Employee + 5 dependents): Self, Spouse, 2 dependent children below 25 years of age and 2 dependent parents/parents-in-law. In case of second child delivery results in twins or triplets, all the children will be covered.
- 2) Family Floater Cover Sum Insured: 2 Lacs, 3 Lacs and 5 Lacs.
- 3) Top-Up Cover Sum Insured: 2 Lacs, 5 Lacs and 10 Lacs.
- 4) No age restriction for enrollment/coverage for dependant parents/In-Laws. All the new employees & their dependants shall be covered from the date of joining.
- 5) Pre Existing Diseases/ Illnesses covered without any waiting period and first year exclusions.
- 6) Room rent is inclusive of Room rent + Nursing Charges, and the limits are as below.

Sun Insured	Daily Room Rent (INR)
2 Lakhs	3500
3 Lakhs	4500
5 Lakhs	No Cap

7) Maternity Claim:

- a) Waiting period is not applicable.
- b) Maternity Claim limit in Non Metro Cities are limited to Rs. 30,000/- for normal and Rs. 50,000/- for Caesarean section.
- c) Maternity Claim limit in Metro Cities: up to 50,000/- for normal and Rs. 70,000/- for Caesarean section (Greater Mumbai, Delhi & NCR, Kolkata, Chennai, Hyderabad, Bangalore). The geographical area of Greater Mumbai is Churchgate to Virar, CSTM to Kalyan & CSTM to Panvel (on Harbour Line).
- d) Maternity treatment to be covered in both Base as well as TOP UP Policy within the capping limits. Further the above treatments with capping limits shall be covered under the Corporate buffer once the TOP UP benefit gets exhausted. In cases where employees have not opted for TOP UP then in all such cases Corporate buffer benefit will be applicable directly within the capping limits for the said treatments after the base policy gets exhausted.
- e) In case of second delivery results in twins or triplets, all the children will be covered.
- f) Complication of maternity will be treated as standalone claim and Maternity sub limit will not be applicable.

- g) Infertility, sub-fertility, assisted conception procedures are covered within maternity limits.
- h) Policy covers for pre-natal and post-natal expenses upto a limit of Rs. 5000/- over & above maternity limits. Hospitalization for pre-post natal expenses waived off.
- 8)** Policy covers new born baby from Day 1 of their birth under family floater SI. In case of infant coverage, the intimation of the inclusion to be shared by the TPA once the maternity claim is reported.
- 9)** Policy cover for emergency Ambulance Charges upto Rs. 2500/-
- 10)** Corporate Buffer of Rs. 40,00,000/- : The eligibility under Corporate Buffer Policy will be equivalent to the basic sum assured of the employee. However the Company can reimburse even a greater amount at its discretion on case to case basis.
- 11)** Pre hospitalization 30 days and post hospitalization 60 days expenses are covered.
- 12)** AYUSH treatment (Ayurvedic, Yoga and Naturopathy, Unani, Siddha and Homeopathy) are covered subject to hospitalization.
- 13)** Dental treatment covered in case of accident under hospitalization.
- 14)** Day care procedures are covered (list is attached).
- 15)** Addition & deletion of new joiners & resignees every month. Day one cover for New Joinees subject to receipt of Premium/ sufficient CD balance as on effective date of cover. The data will be shared on monthly basis.
- 16)** Window period for 90 days to be given for addition of New Joiners, Existing Employees and their Dependents.
- 17)** New joiners can opt for Top up Insurance Coverage within 30 days from the date of joining. However they should be eligible for Top up from the date of joining.
- 18)** Unifocal, Bifocal and Multifocal lenses covered within the Cataract Limit. Cataract Expenses limited to INR 50,000 per eye in Metro and INR 40,000 per eye in Non- Metro. The geographical limit of Metro and Non-Metro as elaborated in "Point No. 7 (C)". Cataract treatment to be covered in both Base as well as TOP UP Policy with in capping limits. Further the Cataract with capping limits shall be covered under the Corporate Buffer once the TOP UP Benefit gets exhausted. In cases where employees have not opted for TOP UP then in all such cases Corporate Buffer benefit will be applicable directly within the capping limits for the said treatments after the base policy gets exhaust.
- 19)** Intravitreal injections are covered within overall policy limit (including Top up policy upto 10 lacs).
- 20)** Refractive error correction of eye beyond +/-7.5 covered.
- 21)** All Internal / External congenital diseases to be covered.
- 22)** All Types of chemotherapy for the treatment of Cancer are covered.
- 23)** Doctor and Anaesthesia charges apart from main hospital bill to be covered reasonably matching with nearby location panel hospital Tariff.

- 24)** Every Employee is allowed for Top up Sum Insured with additional premium.
- 25)** In case of Employee & Spouse working for SBI Life, the Sum Insured total of both will be considered for Claim purpose excluding Maternity claim.
- 26)** Employee Grievance Escalation Matrix has to be clearly mentioned in the proposal.
- 27)** Robotic Surgery is covered under the policy.
- 28)** Inclusion of Service charges in Claim settlement.
- 29)** The premium will be refunded to M/s SBI Life Insurance Co Ltd in case of separation of employees under Base policy.
- 30)** No refund shall be paid in TOP UP Sum Assured facility on resignation of an employee. But the coverage shall continue for the said employee and his dependents till the Expiry of the policy period.
- 31)** 10% co-pay for each and every parental claim is applicable in both (Base and Topup) Policies.
- 32)** Addition of Missed Employees and dependents (to be considered from the effective date of Coverage-DOJ/policy inception), however, the error or the omission is limited to 1.5 % of the total count of member as on date.
- 33)** Inpatient psychiatric and psychosomatic disorder treatments covered upto Sum Assured limits.
- 34)** Coverage to HIV patients for expenses other than those directly related to HIV/AIDS.
- 35)** Aesthetic treatment and surgery arising out of accidental injuries are covered.
- 36)** All types of Angiography's to be covered including Investigation and it will be paid/reimbursed only when it results into a related procedure requiring hospitalization.
- 37)** Home visit Physiotherapy to be covered as advised by the doctor under post hospitalization expenses upto 60 days.
- 38)** Donor Charges covered under Top up policy only and limited to 10% of Top Up Sum Assured.
- 39)** Reimbursement claims to be submitted within 60 days from date of discharge as we have Pan India network and difficult locations.
- 40)** Claim to be intimated within 72 hrs from the date of Admission and documents need to be submitted within 60 days from the date of discharge.
- 41)** The renewal premium will be paid in two installments of 60% plus taxes and 40% plus taxes. First installment will be paid at the time of renewal and 2nd installment before 1-March-20.
- 42)** Topup policy premium will be paid in two installments of 60% plus taxes and 40% plus taxes. First installment will be paid at the time of renewal and 2nd installment before 1-March-20 based on actual enrolment and calculations.

- 43) There will not be any adhoc/additional premium payment on the loss ratio during the course of the policy period.
- 44) The TPA will be finalized basis the evaluation by our Committee members.
- 45) Claim Analysis Report for ongoing Group Medclaim policy (Base Policy and Top Up policy) is attached.
- 46) **Enrolment Summary for Current policy i.e 8-Nov-18 to 7-Nov-19**

Enrolment Summary for Current policy	Base Policy	Top-up Policy
Inception Lives	55098	25128
Endt Add Lives	11184	13217
Endt Del Lives	6823	23
Grand Total	59459	38322

47) Demographic Data of Base policy (as on 4th Oct 2019):

Sum Insured	Age Band	Daughter	Father	Father In Law	Husband	Mother	Mother In Law	Self	Son	Wife	Grand Total
200000	0 -18	3997							4411		8,408
	19 -25	195			5			862	259	754	2,075
	26 - 35	11			364	4		6290	13	3896	10,578
	36 - 45		31	1	473	304	9	3758		1573	6,149
	46 - 55		969	30	129	2614	83	568		157	4,550
	56 - 65		2541	108	16	2729	189	16		3	5,602
	66 - 75		1648	104		969	88				2,809
	76 & above		295	37		130	14				476
Total for 200000		4203	5484	280	987	6750	383	11494	4683	6383	40,647
300000	0 -18	2224							2445		4,669
	19 -25	201			1			1	220	50	473
	26 - 35	11			53			892	13	1542	2,511
	36 - 45				202	4		2457		1499	4,162
	46 - 55		52	5	67	338	41	698		261	1,462
	56 - 65		630	64	10	1258	119	61		8	2,150
	66 - 75		1097	99	2	953	85				2,236
	76 & above		384	44		169	29				626
Total for 300000		2436	2163	212	335	2722	274	4109	2678	3360	18,289
500000	0 -18	46							49		95
	19 -25	25							29		54
	26 - 35	3							2	7	12
	36 - 45				1			28		35	64
	46 - 55				2	2		62		55	121
	56 - 65		2		2	6	1	26		6	43
	66 - 75		12	4		40	5				61
	76 & above		37	4		29	3				73
Total for 500000		74	51	8	5	77	9	116	80	103	523
Grand Total		6713	7698	500	1327	9549	666	15719	7441	9846	59,459

48) Demographic Data of Top up policy (as on 4th Oct 2019):

Sum Insured	Age Band	Daughter	Father	Father In Law	Husband	Mother	Mother In Law	Self	Son	Wife	Grand Total
200000	0 - 18	1584							1758		3,342
	19 - 25	99						190	85	227	601
	26 - 35	3			106			1920	6	1523	3,558
	36 - 45		8		147	88	4	1524		708	2,479
	46 - 55		316	13	38	935	46	266		82	1,696
	56 - 65		981	52	5	1175	68	15		1	2,297
	66 - 75		710	39	1	470	45				1,265
	76 & Above		159	17		69	6				251
Total for 200000		1686	2174	121	297	2737	169	3915	1849	2541	15,489
500000	0 - 18	1134							1257		2,391
	19 - 25	83			1	1		65	93	99	342
	26 - 35	2			48			933	4	932	1,919
	36 - 45		3	1	100	40	1	1175		649	1,969
	46 - 55		145	12	39	485	32	273		79	1,065
	56 - 65		609	34	5	829	66	15		2	1,560
	66 - 75		632	47		423	35				1,137
	76 & Above		131	15		62	7				215
Total for 500000		1219	1520	109	193	1840	141	2461	1354	1761	10,598
1000000	0 - 18	1373							1431		2,804
	19 - 25	123			1			23	164	53	364
	26 - 35	12			48			705	9	957	1,731
	36 - 45		1		155	21		1470		851	2,498
	46 - 55		71	3	45	320	21	451		214	1,125
	56 - 65		533	47	6	912	104	59		10	1,671
	66 - 75		771	80		652	59				1,562
	76 & Above		301	33		132	14				480
Total for 1000000		1508	1677	163	255	2037	198	2708	1604	2085	12,235
Grand Total		4413	5371	393	745	6614	509	9085	4808	6388	38,322

Proposed Additions in Mediclaim Policy features for 08.11.2019 to 07.11.2020

- a) All features of the Group Mediclaim Policy for the period 08.11.2018 to 07.11.2019.
- b) All Types of immunotherapy for the treatment of Cancer are covered.
- c) Medical Insurance Topup Floater Sum Insured limits are proposed for coverage of 2 Lacs, 5 Lacs, 10 Lacs, 15 Lacs, 20 Lacs.
- d) Intravitreal injections are covered within overall policy limit (including Top up policy upto 20 lacs).
- e) Under Employee Wellness activity, we propose to offer, one time Health check up facility to our employees during the policy period. Employees upto 'Middle Management level' are covered under the Health Checkup facility. The amount for Health Checkup activity shall be included in the premium of Base Policy.

HEALTH PROFILE	HEALTH CHECK
PHYSICAL EXAMINATION	Physical Examination
CARDIAC PROFILE	Total Cholesterol
	HDL Cholesterol – Direct
	LDL Cholesterol
	Triglycerides
	VLDL Cholesterol
KIDNEY PROFILE	Creatinine
	Blood Urea Nitrogen (BUN)
	Uric Acid
LIVER PROFILE	SGOT
	SGPT
	Bilirubin
DIABETES SCREENING	Fasting Blood Sugar (FBS)
ECG	Electrocardiogram (ECG)
COMPLETE BLOOD COUNT & ESR	Complete Hemogram (CBC + ESR)

3.2 Response to RFP

The RFP is being floated to General Insurance Companies directly without involving brokers.

The response to RFP has to be submitted in two parts. Part-I will be the Technical bid. Part –II will be commercial bid.

3.2.1 Technical Bid (Part-1)

Technical bid will contain information required to evaluate the capability of the Insurer to extend the Group Medical Coverage to SBI Life employees and dependants.

3.2.2 Commercial Bid (Part-2)

It will include submission of commercial terms in format provided in Annexure – D.

The commercial bid will be evaluated basis both quotations ie. Base Policy as well as Top-up Policy.

4. Terms & Conditions

4.1 Two stage bidding process

A two stage bidding process will be followed for evaluating the bids. The response to the present RFP will be submitted in two parts, i.e. the Technical Bid and the Commercial Bid. The 'Technical Bid' will contain the details required to evaluate the suitability of the Insurer. The 'Commercial Bid' will contain the pricing information. The Technical Bid should NOT contain any pricing or commercial information at all.

4.2 Instructions for sealing and marking the bids

Technical and Commercial bids should be submitted in two separate sealed covers simultaneously. Both the sealed covers shall be submitted in a bigger sealed envelope clearly identifying the BIDDER submitting them and shall be labeled "Proposal for ENGAGEMENT OF INSURER FOR RENEWAL OF GROUP MEDICLAIM POLICY FOR THE PERIOD FROM 8-NOV-2019 TO 7-NOV-2020".

4.3 Bid submission

Bidders are not permitted to submit more than one bid. The cost of bidding and submission of the bids is entirely the responsibility of the BIDDERS, regardless of the conduct or outcome of the RFP process.

Bids sealed in accordance with the Instructions to BIDDERS should be delivered on or before 22-Oct-2019. Bids may be sent by registered post or hand delivered so as to be received at the following address:

EVP & Chief of HR & Management Services
SBI Life Insurance Co Ltd,
4th Floor, Natraj,
M.V. Road & Western Express Highway Junction
Andheri (East)
Mumbai – 400069

Receipt of the bids shall be closed at 6.00 PM on the date mentioned above. Bids received after the time stipulated will not be considered by SBI Life. SBI Life will not be responsible for any delay due to postal / courier or any other means of delivery.

4.4 Clarification relating to the RFP

Written requests for clarification may be submitted to SBI Life on or before 18-Oct-2019.
Request for clarification should be submitted to the email address: KETAN.PARMAR@SBILIFE.CO.IN

Bidders must acquaint themselves fully with the conditions of the RFP. No plea of insufficient information will be entertained at any time. To assist in the scrutiny, evaluation and comparison of offers, SBI Life may, at its discretion, ask some or all Bidders for clarification of their offer.

4.5 Amendments to the Bid Document

The format of the bid documents may be amended at the sole discretion of SBI Life which will be duly listed on our website. The bids should be submitted in such revised formats only. Not being aware of the revised formats shall not be a valid reason for submitting the bids in the old format and such bids are liable to be rejected.

4.6 Bid Opening

The Technical bids will be opened on **23rd and 24th Oct 2019** and the commercial bids on **25th Oct 2019**.

4.7 Bidder Presentation

Bidders are required to give their presentations on consulting at a location chosen by SBI Life. These presentations should cover details of the proposal described in this RFP document. The presentations will also give SBI Life an opportunity to clarify issues arising out of the Bidder's response to this RFP.

SBI Life shall not be under any obligation to bear any part of the expenses incurred by the Bidder for the presentations.

4.8 Format & Signing of Bid

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

4.9 Language of Bid

All bids and supporting documentation shall be submitted in English.

4.10 Period of validity

The Bids shall be valid for a period of 30 days from the closing date for submission of the bid. All the prices, specifications and other terms and conditions of the offer proposed by the Bidder should be valid for a minimum period of 30 days.

4.11 Correction of Errors

Arithmetic errors in bids will be treated as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail. In the event of material discrepancies, the bid is liable to be rejected at the sole discretion of SBI Life. No correspondence in this regard shall be entertained.

4.12 Clarification regarding the proposal

To assist in the examination, evaluation and comparison of proposals SBI Life may, at its discretion, ask the bidders for clarification. The response / clarification shall be in writing and no change in the substance of the proposal shall be sought, offered or permitted.

4.13 Modification or withdrawal of the Proposal

Proposals once submitted will be treated as final and no further correspondence will be entertained. No proposal shall be allowed to be withdrawn after the last date of submission of the bid. The successful bidder will not be allowed to withdraw the proposals.

4.14 Material Alteration

The bidder should ensure that there are no cuttings, erasures or over-writing, illegible or undecipherable figures in the documents submitted. The proposals may be disqualified on this score alone. The decision of SBI Life is final and binding.

4.15 Right to Verification

SBI Life reserves the right to verify any or all statements made by the Bidder in the RFP document and to inspect the Bidder's facility or any client site, if necessary, to establish to its satisfaction about the Bidder's capacity to perform the assignment.

4.16 Domestic Presence of Bidders

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

4.17 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.

4.18 Acceptance or Rejection of the Bid

SBI Life reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever and the decision of SBI Life will be treated as final. The proposals not submitted in the prescribed format or incomplete in any sense are likely to be rejected.

4.19 RFP Ownership

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

4.20 Bidder Status

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

4.21 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 documents.

4.22 Cost of Proposal

All costs relating to preparation, submission of its proposal and arranging for the proof of concept to SBI Life will be borne by the Bidder and SBI Life will not be responsible or liable, in any way, for any such costs, regardless of the conduct or outcome of the process.

4.23 Site visits

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

4.24 Bid Evaluation

The Technical Bids will be evaluated in terms of requirements set out in this RFP. The following aspects, inter alia, may also be considered:

- a. Company profile.
- b. Management capabilities of bidder.
- c. Bidder support facilities.
- d. Past experience of the company in similar lines of business.
- e. Past experience of SBI Life with the Bidder.
- f. Reputation of the company.
- g. Completeness of the Proposal.
- h. Milestones/Awards/Rewards and Ratings by Rating Agency.
- i. Compliance with specifications laid down.
- j. Acceptance of terms and conditions laid down.

4.25 Award of Contract

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

4.26 Issuance of Policy Document

The policy document should be issued within 48 hours on receipt of premium.

4.27 Confidentiality

The Bidder will be exposed by virtue of the contracted activities to internal business information of SBI Life, the Associates, Subsidiaries and/or business partners. Disclosure of this information to parties not directly involved in providing the services requested could be treated as breach of trust and SBI Life would be free to initiate any action deemed appropriate. No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from SBI Life. Reproduction of this RFP, without prior written consent of SBI Life, by photographic, electronic, or other means is strictly prohibited.

4.28 Non Disclosure Agreement

The Bidder shall treat all documents, information, data and communication of and with SBI Life as privileged and confidential and shall be bound by the terms and conditions of the Non Disclosure Agreement, draft of which is given in Annexure - B. The Bidder shall execute and submit this Non-Disclosure Agreement with the Technical Proposal.

4.29 Intellectual Property rights

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

4.30 Solicitation of Employees

Bidder will not hire employees of SBI Life or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of SBI Life 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.

4.31 Indemnification

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

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

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

4.32 Jurisdiction

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Proposal Documents or breach thereof shall be settled amicably. If, however, the parties are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai, India.

4.33 Arbitration

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

The award shall be final and binding on both the parties. The venue for arbitration shall be at Mumbai, India.

5. Documents to be submitted

The following documents should be submitted with the proposals as mentioned below:

- (a)** Covering Letter responding to this RFP.
- (b)** Details of the Insurer in the prescribed format "Annexure – A".
- (c)** Non disclosure Agreement in the prescribed format "Annexure - B".
- (d)** Proposal in the prescribed format "Annexure-C". It should be precise, providing the relevant information that is necessary to evaluate the competence of Vendors including references.
- (e)** Commercial Bid in the format given in Annexure – D.
- (f)** The bidder shall provide evidence that it is a legal entity.
- (g)** Authorization to submit the Bid on behalf of the Company, supported by Board Resolution, wherever applicable.
- (h)** Copy of Certificate of incorporation.