

REQUEST FOR PROPOSAL

RFP for Lotus Notes Administrator to Manage Lotus notes Email system at SBI Life

Reference: SBIL/IT Infra /08–January-2018

LAST DATE OF SUBMISSION: 19th January 2018

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RFP for Lotus Notes Administrator at SBI Life

1. Request for proposal

This Request for Proposal (RFP) is being issued by SBI Life Insurance Co. Ltd. (hereafter referred to as SBIL) inviting technical and commercial proposals to select Vendor for Administration of Lotus Domino email system for the period of 3 years at SBI Life, CBD Belapur (Navi Mumbai) office.

The time schedule for RFP activities is listed below:

Activity	Date
Publishing RFP on Company Website	8 th Jan 2018
Query from Service Providers acceptable up to	15 th Jan 2018
Response to Queries by email	16 th Jan 2018
Submission of Proposal	19 th Jan 2018

This RFP is not an offer by SBIL, but an invitation for Bidder response. No contractual obligation whatsoever shall arise from this RFP process unless and until a formal contract is signed and executed by the duly authorized signatory of SBIL and the Bidder. Responses submitted after the stipulated date and time will not be entertained.



2. Introduction

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 ₹ 20,000 million and a paid up capital of ₹ 10,000 million.

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 savings and protection 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 24,000 branches across the country. SBI Life also has a large and productive agent network comprising of 96,126 agents, as on September 30, 2017. The Company’s other distribution channels include direct sales and sales through corporate agents, brokers, insurance marketing firms and other intermediaries. As on September 30, 2017, the Company has a widespread network of 808 branches across the Country to address customer needs effectively and efficiently. The Company had an

AUM of ₹ 1,050,666 million as of September 30, 2017.

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

The primary datacenter of SBIL is located at Navi Mumbai; DR Site is located at Hyderabad.

SBIL reserves the right to amend, modify, add, delete, accept or cancel in part or full any conditions or specification of all proposals/ bids, without assigning any reason thereof at any time during the tender process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations, site visits and contract negotiation processes.

3. Eligibility Criteria

The bidder has to submit the details of eligibility criteria as per Annexure – A for the purpose of evaluation and verification.

Each Bidder must bid for all the components defined in the scope of work. Partial bids will be rejected.

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

- 1) The following points have to be complied with:
 - i. The Bidder should have adequate experience, expertise, capabilities, and skilled personnel in Lotus Domino Email Management which will enable the Bidder to execute and perform the jobs specified in the SOW, efficiently and effectively.
- 2) The Bidder should be a current legal entity with a minimum 5 years of experience in India.
- 3) Financial statements i.e. Audited Balance sheet and Profit & Loss accounts for last three years (2013-14, 2014-15 and 2015-16) will have to be submitted.
- 4) Minimum Annual Turnover should be Rs. 25 Crores in each of the Preceding three financial years.
- 5) Certificate from the Banker certifying that the bidder is not an NPA account holder.
- 6) The Bidder should have permanent office in Mumbai.
- 7) The Bidder should have provided similar services to at least three clients during the last 2 financial years, at least one of which should preferably be in the BFSI. Kindly furnish details of the same in the Technical Proposal.
- 8) An undertaking that, no penalties/fines have been imposed on their entities by any Regulator or Govt Agency or any Authority for breach of any Regulations or Laws.
- 9) Employer requires that Bidder provides professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

4. General Support

Onsite technical Services for Lotus Email Solution Management as per the defined SoW in RFP documents for the period of three years.

The objective of this service is to ensure High Availability for the Lotus Notes Mailing system, Management of mail archival system, email access uptime on Lotus Notes Traveler and Web Interface, management of MTA/Gateway. The service shall ensure a reliable mail delivery system and end to end management of Lotus mail application availability of SBI Life. The service also includes vendor management. During mail administration a close interaction with IT help desk at HO and branches is desired for solving L2 and L3 level calls. (Some time direct user interaction may also solicited).

Service Delivery Model:

- a) Core delivery team/ engineer should be Onsite.
- b) SBI Life will provide desk, telephone system and service desk tool for functioning of Email management operations.
- c) Bidders should go through the Eligibility Criteria as per Annexure A and quote only if they are adequately compliant in all respects.

5. Lotus Domino Infrastructure Details

Refer Annexure- C

6. Scope of Work and Deliverables

Refer Annexure- D

7. Mail Administrator Support Team

- The required team count is 2 resources. The resource count has been derived on the basis of call volume and shift timings. During contract period, the resource count may be increase or decrease depending upon call volume and rates would be same as per PO.
- All audit findings have to be closed with high priority.
- Knowledge base management – Frequently Asked Questions and Known Error Database to be given by Vendor for frequently occurring problems / known errors.
- Resource would have to co-ordinate with IBM for application upgrade, logging calls and follow-ups till resolution.
- Architecture review to be done and recommend for optimisation.

8. Resource availability and Criteria

- All head counts should be maintained through the life cycle of contract period irrespective of leaves being granted, pre-approved or in cases of any exigencies.
- Resources leaves should be approved by SBI Life official. All short and long leaves should be preapproved. Backup resource should be provided with equivalent skill & experience and same should be approved by SBI Life.
- Leaves for more than a week's time should be pre-approved before 15days and identified backup resource should report on site before two days and take handover from relievers. Selection of such standby resources should be with prior approval by SBIL.
- Any short fall of resource will be penalized to double amount of per day payout and calculated on Monthly basis.
- It is mandatory to conduct and submit Background (BG) verification of every supplied resource at SBIL site.
- It is mandatory and in the scope of bidder to ensure that all their resources is trained as per scope of work and oriented with the work culture of SBI Life.
- It is mandatory for bidder to conduct training regularly of their resource to ensure adoption of best practices, current trends, and compliance requirement of SBI Life.
- Detailed resource criteria are given in Annexure E.
- The Category of the resource is meant towards compliance to the Labour Laws and the bidder should necessarily comply with the Wages Act / Labour Laws / PF and ESI regulations prevailing in the area where the services are being provided. A declaration to this effect is to be provided as a part of the proposal in the format mentioned below:

i. Annexure – J: Format to be printed on letter head, signed and stamped

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

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

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

9. SLA and Penalty Terms

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

- The Penalty will be imposed in case of non compliance to the SLA against each service type. Details of SLA and penalties are given in **Annexure-F**.

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- SLA / Penalty will be discussed and calculate in monthly review meeting and accordingly vendor needs to raise credit note.
- Penalties will be imposed as defined however overall penalty is capped to 10% of invoice.
- Any violation mentioned in response and resolution time will be counted on default on SLA. All the defaults at month end will then be calculated to arrive at applicable proportionate penalty, on breaching agreed up-time by VENDOR.
- SBI Life will levy penalty on default in percentage proportionate to arrive at penalty amount not exceeding maximum of 10 % of payable fees and maximum tolerance to permissible breach is 05% of mutually agreed grace default for one month.
- In event of permissible breach occurrence for consecutive 3 months may call for management review by SBI Life (VP and above) and VENDOR (Country head or vertical head) for review and commitment for service improvement within next 30 days otherwise contract may be cancelled.
- Penalties for scope of work to be calculated on the basis of SLA/ TAT/ Response/ Resolution/ Head count mentioned in RFP and same will be calculated basis on service.
- Bidders Back office team of experts will be supporting the on-site resource all time & if Severity 1 problem occurs & the problem not resolved within 4 hours then bidders back office expert should visit the site within 2 hours.

For calculating monthly SLA, The following matrix will be used:

Sr. No	Service Type	Agreed SLA	Achieved SLA
1	Email Management	99%	
2	Uptime	HA -99.99	
		Non HA – 98.5	
3	Resource Availability	100%	
4	Security Compliance	100%	

Measurement Matrix

Response time

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

Resolution time

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

Performance Management

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

10. Support Window

Onsite Resource services window	<ul style="list-style-type: none"> • Two shifts (Monday to Saturday): 8 a.m. to 10 p.m. • Business Peak Month: Month End /Half Yearly Closer/ Year End/ MDRT i.e. December Month closure, support required even on holidays /Sundays and extended hours. • Resource holidays: It will as per the list of holidays of SBI Life. • Resource Leave: Backup resource should be provided with equivalent skills set in event of leave of primary resource
Service Window	<p>Two shifts (Monday to Saturday)</p> <p>8:00 AM to 4:00 PM & 2 PM to 10:00 PM</p> <p>General Shift: 9:15 pm to 6:25 pm</p>

11. Project Transition

Bidder should have to arrange their resources in 15 days prior to the decided commencement of existing service provider.

Takeover process includes below terms:

1. Technical knowledge.
2. SBI Life policy and process for service delivery.
3. To understand IT audit and security compliances.
4. Awareness of SBI Life functions and their management.
5. To understand the critical applications/ users / business impacts / etc....
6. No additional charges towards transition will be paid and it is part of 3 years engagement
7. **The transition period will be maximum 15 days.**

12. Escalation Mechanism

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

Call Severity Type	Escalation Level 1	Escalation Level 2	Escalation Level 3
S1	Immediately	Escalation after 30min	Escalation after 1hour
	Project Manager and SBIL Support Lead	Service Delivery Manager	Head Service & SBIL SVP & Head-IT Infrastructure
S2	Escalation after 1hour	Escalation after 1 ½ hours	Escalation after 2 ½ hours
	Back office Support Team	Service Delivery Manager & SBIL Support Lead	Head Service & SBIL SVP & Head-IT Infrastructure
S3	Escalation after 2hours	Escalation after 4hours	Escalation after 6hours
	Back office Support Team	Service Delivery Manager & SBIL Support Lead	Head Service & SBIL SVP & Head-IT Infrastructure
S4	Any activities need to be mutually plan with deadline. Escalation every after one business day as per the level defined above.		

13. Conflict of Interest

- 1) Bidder have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the bidder fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the bidder during bidding process or the termination of its Contract during execution of assignment



14. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, SBI Life and its Directors, officers, employees, contractors, agents, and advisors disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of SBI Life or any of its officers, employees, contractors, agents or advisors.

The Vendor should comply with SBI Life's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:

- Responsibilities on system access control and administration.
- Custodial responsibilities for assets of the SBI Life being managed by or assigned to the Vendor.
- Physical Security of the facilities.
- Physical and logical separation from other customers of the Vendor.
- Incident response and reporting procedures.

Security requirement of the SBI Life will be shared with the successful bidder.

15. Bidding Document

Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation(s), etc. SBI Life will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Content of Bidding Document: The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria and Technical Bid.

The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid. While SBI Life has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, SBI Life has disclosed or will disclose in the RFP and corrigendum/addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda.



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Clarifications& Amendments: If deemed necessary the SBI Life may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

The Bidder requiring any clarification of the bidding documents should submit written queries on or before **15th Jan 2018, 5:00 pm** to “yatin.shah@sbilife.co.in”

At any time prior to the deadline for submission of bids, SBI may modify the bidding document by amendment.

16. Bidding Process

The bids shall be submitted two sealed envelopes containing **Technical Bid and Commercial Bid separately**. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted.

In the first stage, only **TECHNICAL BID** will be opened and evaluated. Bidders satisfying eligibility criteria and agree to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Further understanding of SOW, activities undertaken by consultant, presentations, and reference check will be evaluated. Those bids that have complied to Technical bids shall be qualified for **COMMERCIAL BID** opening and commercial evaluation.

17. Preparation and Submission of Bids

The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder and purchaser must be written in English.

Vendor must provide individual and factual replies to specific questions asked in the RFP. The offer should offer cost-effective and meeting the tender document specifications. It is the responsibility of the **VENDOR** to provide the best suitable service.

The SBI Life is not responsible for any assumptions or judgments made by the **VENDOR** for proposing and preparing the site. The SBI Life's interpretation will be final.

The SBI Life ascertains and concludes that everything as mentioned in the tender documents circulated to the **VENDOR** and responded by the **VENDOR** have been quoted for by the SP, and there will be no extra cost associated with the same in case the **VENDOR** has not quoted for the same.

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The VENDOR at no point in time can excuse themselves from any claims by the SBI Life whatsoever for their deviations in confirming to the terms and conditions payments schedules, time frame for site readiness and availability etc. as mentioned in the tender document circulated by the SBI Life. VENDOR shall be fully responsible for deviations to the terms & conditions, site readiness etc. as proposed in the tender document.

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

a. Technical Bid

Technical bid should comprise of one hard copy. Hard copy of technical bid should be a complete document and placed in a sealed envelope super-scribed as **“TECHNICAL BID FOR LOTUS NOTES ADMINISTRATOR FOR SBI LIFE ”**.

The proposal should be submitted on bidder's letterhead along with the following checklist duly mentioning the relevant details as per the attached with the RFP:

Section 1	1.1	Summary table of the total technical proposal with an index of pages/sections.
	1.2	Offer covering letter.
	1.3	Bidder Profile, Eligibility Criteria and supporting documents as per Annexure-A.
	1.4	Details of technical competence experience and support Centre.
	1.5	Non disclosure Agreement.
	1.6	Certifying that the period of the validity of the bid is 180 days from the target date of submission of bid.
	1.7	Confirming that the bidder has quoted for all the items/services mentioned in the bid in their commercial bid.
	1.8	Audited balance sheets and profit and loss account statement for last 3 years
	1.9	A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
	2.0	Response to all points of the Scope of Work as per Annexure D
Section 2	2.1	Confirmation of Compliance with Terms and Conditions

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

Document	Attached (Yes/No)	Compliant / Non Compliant with Remarks
BIDDER PROFILE and Eligibility Criteria as per Annexure-A		Please mention any noncompliance on any specific point mentioned in the Annexure.
Compliance to Scope of Work		Please mention any noncompliance on any specific point mentioned in the Annexure.
SLA for Support		Please mention any noncompliance on any specific point mentioned in the Annexure.
Commercial Format		Please mention any noncompliance on any specific point mentioned in the Annexure.
Compliance to all Terms and Conditions		Please mention any noncompliance on any specific point mentioned in the Annexure.

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

c. Commercial Bid

Bidder should submit Commercial bid as per **Annexure G** of the bid document in separate envelop on confirmation to be qualified from Technical Evaluation.

Commercial bid should comprise of hard copy. Hard copy of commercial bid should be a complete document and placed in a sealed envelope super-scribed as “**COMMERCIAL BID FOR LOTUS NOTES ADMINISTRATOR FOR SBI LIFE**”.

The data should be filled in the .xls sheet in Unit value. Data is populated for uniformity in format however formula's of the sheet has to verify by bidder for correctness. Bidder has to print, sign and submit hard copy of commercial bid. **All rates would be fixed for the period of three years from the date of the Purchase Order. The offer may not be evaluated by SBIL in case of non-adherence to the format or partial submission of technical details as per the format given in the offer.**



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

18. Bid Prices

The prices should be specified only in “**Commercial Bid**” and must not be specified at any other place in the bid document. The quotes prices and taxes, duties & statutory levies such as GST or any other Taxes etc should be specified separately.

Note: If any taxes to be paid by the SBI Life, same should be mentioned explicitly

Revealing of Prices

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid, failure to do so make the bid liable to be rejected. Before opening of commercial bid, if price revision is envisaged by the SBI Life, revised commercial bid may be required to be submitted in a separate sealed envelope.

19. Validity of Bids

Bid shall remain valid for 180 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the SBI Life in writing or by fax.. However any extension of validity of bids will not entitle the bidder to revise/modify the bid document.

Bid Integrity

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that SBI Life may take. All the submission, including any accompanying documents, will become property of SBI Life. The bidders shall be deemed to license, and grant all rights to SBI Life, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/or use the contents of submission as the basis for RFP process.

Format and Signing of Bid

The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Indicative Commercial Bid and other requested information.



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All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature.

The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them.

In case of any discrepancies between hard and soft copy, the hard copy will be consider as base document.

Bid should be typed and submitted on A4 size paper, spirally bound securely and in serial order. Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

20. Last date of receipt of bids

The bid should be addressed to SVP & Head IT Infrastructure at following address up to the time and date mentioned at bid details in **Request for proposal** Section on Page 4.

**SVP & Head IT Infrastructure
SBI Life Insurance Co Ltd,
1st Floor, Kapas Bhavan, Plot 3A, Sector 10,
CBD Belapur - 400614
Navi Mumbai**

In the event of the target date for the receipt of bids being declared as holiday for the SBI Life, the bids will be received till the target time on the next working day. The SBI Life may at its discretion extend the bid submission date. The modified target date & time will be notified to the accounts manager through email.

Bid Currency

Prices shall be expressed in Indian National Rupees only.

Late Submission of bids

Any bid received by the SBI Life after target date and time prescribed at Bid details will be rejected and /or returned unopened to the bidder at his risk and responsibility.

Modification and Withdrawal of Bids

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

21. Opening and Evaluation of Bids

Opening of Technical Bid :

All the Bids will be opened at the date, time & locations mentioned under the clause **Request for proposal** Section on Page 4. The technical bids will be open in the presence of representatives of the bidders who choose to attend.

22. Evaluation Process

Preliminary examination

The bids will be examined by the SBI Life to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. The SBI Life may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation. After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/services offered by them. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

23. Technical Evaluation

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

24. Commercial Evaluation

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in



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Annexure F. The commercial offer should consist of comprehensive cost for required services of entire solution. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid.

25. Final Evaluation

The SBI Life reserves the right to opt for manual negotiation or Reverse Auction. The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Commercial bid proposal.

L1 price will be evaluated based on cumulative total of commercial bid for 3 months period of engagement

Arithmetic errors, if any, in the price breakup format will be rectified as under:

- (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
- (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.
- (c) If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- (d) SBI Life may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

26. Contacting the SBI Life

No Bidder shall contact the SBI Life on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

Any effort by a Bidder to influence the SBI Life in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

27. Award & Signing of contract

SBI Life will notify successful bidder L1 in writing by letter in duplicate or fax that its bid has been accepted. The Selected bidder has to return the duplicate copy to the SBI Life within 7



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working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

The successful bidder shall be required to enter into a contract/SLA with the SBI Life, within 15 days of the award of the tender or within such extended period as may be decided by the SBI Life along with the letter of acceptance, NDA, BG and other terms and conditions as may be determined by the SBI Life to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted. The contract/agreement will be based on bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc

The SBI Life reserve the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

28. Subcontracting

As per scope of the RFP the subcontracting may be explicitly prohibited or permitted. If there is no mention of subcontracting in the RFP, Bidder has to obtain written permission from the SBI Life before contracting any work to subcontractors. SBI Life at its own discretion may permit or deny the same.

In case of subcontracting permitted, the contracting vendor is responsible for all the services provided to the SBI Life regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and SBI Life can obtain independent audit report for the same.

The bidder should provide subcontracting details to the SBI Life and if require, SBI Life may evaluate the same. If bidder is OEM, then OEM is responsible for all the services provided to the SBI Life.

29. Powers to Vary or Omit Work

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by SBI Life. The SBI Life shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify SBI Life thereof in writing with reasons for holding such opinion and SBI Life shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If SBI Life confirms his instructions, the successful bidder's obligations shall be modified to such an extent



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as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be. In any case in which the successful bidder has received instructions from SBI Life as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of SBI Life shall prevail.

30. No Waiver of SBI Life Rights or Successful Bidder's Liability

Neither any payment sign-off by SBI Life, nor any payment by SBI Life for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by SBI Life shall affect or prejudice the rights of SBI Life against the finally selected bidders, or relieve the finally selected bidders of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in SBI Life to pay for alterations/ amendments/ variations, or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify SBI Life nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against SBI Life.

31. Inspection, Quality Control and Audit

The SBI Life may, at its discretion, get the services of the finally selected bidder inspected/ audited by its internal/ external inspectors/ auditors/authorised representative. The finally selected bidder shall facilitate the same.

The selected bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the SBI Life /Insurance Regulator & Development Authority/ India Reserve Bank of India and or any regulatory authority / SBI Life's consultant / Testing agency entrusted by the SBI Life to carry out this work.

The SBI Life 's at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products/solution which does not meet the specifications provided by the SBI Life. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

32. Cancellation of Contract

The SBI Life shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least 1 month, for any valid reason, including but not limited to the following reasons:

- i) Laxity in following security standards laid down by the SBI Life
- ii) Excessive delay in execution of orders placed by the SBI Life
- iii) Discrepancies / deviations in the agreed processes and/or products
- iv) Violation of terms & conditions stipulated in this RFP

In case of order cancellation, any payments made by the SBI Life to the VENDOR would necessarily have to be returned to the SBI Life with interest @ 15% per annum, further the VENDOR would also be required to compensate the SBI Life for any direct loss incurred by the SBI Life due to the cancellation of the contract and any additional expenditure to be incurred by the SBI Life to appoint any other SP. This is after repaying the original amount paid.

33. Delays in the Vendor's performance in successful implementation of the project

Delivery of the Services, solution and performance of the services shall be made by the Vendor in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP/SLA/Contract. Any delay in performing the obligation /defect in performance by the supplier may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

34. Liquidated Damages

If vendor fails to perform services within stipulated time schedule, the SBI Life shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% of the total project cost for delay of each week or part thereof maximum upto 10% of contract price. Once the maximum is reached, SBI Life may consider termination of Contract pursuant to the conditions of contract.

35. Termination for Default

SBI Life may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the contract in whole or part: if the Vendor fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the SBI Life pursuant to conditions of contract or if the Vendor fails to perform any other obligation(s) under the Contract. In the event SBI Life terminates the Contract



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in whole or in part, SBI Life may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the Vendor shall be liable to SBI Life for any excess costs for such similar systems or services. However, the vendor shall continue the performance of the contract to the extent not terminated.

36. Force Majeure

Any failure or delay by bidder or SBI Life in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party, is not a default or a ground for termination. If Force Majeure situation arises the Vendor shall promptly notify SBI Life in writing of such conditions and the cause thereof. Unless otherwise agreed by SBI Life in writing, the Vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

37. Termination for Insolvency

SBI Life may at any time terminate the Contract by giving written notice to the Vendor, if the vendor becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to SBI Life.

38. Governing Law and Disputes (Applicable in case of successful bidder only)

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI Life or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai. The Vendor shall continue work under the Contract



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during the arbitration proceedings unless otherwise directed by the SBI Life or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

39. Governing language

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

40. Governing Law

This Contract shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Mumbai.

41. Notices

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address.

For the purpose of all notices, the following shall be the current address:

Chief Information Officer,
SBI Life Insurance Co Ltd,
Central Processing Centre, 8th Level, F1 Wing,
Seawoods Grand Central, Tower 2,
Sector-40, Seawoods, Nerul Node, Navi Mumbai-400 706

The notice shall be effective when delivered or on the notice's effective date whichever is later.

42. Taxes and Duties

The prices quoted should be exclusive of all taxes. However, the vendor should indicate the details of all taxes, duties & statutory levies such as Goods and Service Tax, VAT/Sales Tax, Octroi, NMMC cess etc payable.

43. Vendor's Obligation

The vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The VENDOR shall be vicariously



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liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the SBI Life. VENDOR shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by VENDOR and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender.

No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the SP, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of VENDOR shall be paid by VENDOR alone and the SBI Life shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of SP's employee, agents, contractors, and subcontractors.

The VENDOR shall hold the SBI Life, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the SBI Life through the action of its employees, agents, contractors, subcontractors etc. However, the VENDOR would be given an opportunity to be heard by the SBI Life prior to making of a decision in respect of such loss or damage.

The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours on the part of its personnel. Information Security Awareness and User responsibilities training will be provided to all employees of Data Centre by the vendor

The Vendor will treat as confidential all data and information about SBI Life, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of SBI Life as explained under “**Non Disclosure Agreement**” in Annexure B of this document.

Information Risk Assessment will be carried for all the assets by the vendor and applicable security controls will be implemented. SBI Life may at its discretion certify the datacenter pertaining to SBI Life IT operations for ISO 27001:2013 from a certifying agency. In this case Vendor will provide all required support and implement the ISO control as per requirement.

Business Continuity Plans will be developed, tested on prescribed intervals and maintained by the vendor

44. Services

All professional services necessary to successfully implement the proposed solution will be part of the RFP. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc. The bidder should submit as part of technical Bid an overview of Project Management approach of the proposed solution. Bidder should ensure that vendor's



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key personnel with relevant skill are always available to the SBI Life. Bidder should ensure the quality of methodologies for delivering the services and its adherence to quality standard.

45. Terms and Condition

- a) Language of Bid: All bids and supporting documentation shall be submitted in English.
- b) SBI Life reserves the right to accept or reject any or all Bids without assigning any reason thereof and SBI Life's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the SBI Life and the Bidder. However, until a formal contract is prepared and executed, this offer together with SBI Life's written acceptance & notification of award shall constitute a binding contract with the vendor.
- c) Any Bid not containing sufficient information, in view of SBI Life, to permit a thorough analysis may be rejected.
- d) The SBI Life shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.
- e) SBI Life is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
- f) The SBI Life also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same to bidders accounts manager through email before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- g) Bids not conforming to the requirements of the RFP may not be considered by SBI Life. However, SBI Life reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of SBI Life, the best interest of SBI Life be served by such waiver.
- h) Bidders who do not meet the technical criteria stipulated by the SBI Life will not be considered for further evaluation.
- i) SBI Life shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by SBI Life in its sole discretion include but are not limited to, the following:
 - (i) Services Contemplated are no longer required
 - (ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
 - (iii) Proposed prices are unacceptable to the Work

- (iv) The Project is not in the best interest of SBI Life
- (v) Any other reason
- j) Pre-bid meeting, if any, will be held to brief the intending bidders about the requirements of the SBI Life and to furnish clarifications on any points / queries received from them. No separate communication will be sent for this meeting.
- k) SBI Life reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.
- l) SBI Life reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc
SBI Life reserves the right to appoint a consultant at any stage during bidding process.
- m) All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder and **to be submitted as conformity to acceptance of entire RFP in technical bid.**
- n) Vendor should carry out any change request necessitated by the SBI Life
- o) SBI Life may choose to take an undertaking from Vendor employees to maintain the confidentiality of the SBI Life's information/documents etc. SBI Life may seek details / confirmation on background verification of Vendor's employees worked/working on SBI Life's project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.
- p) Contract period is 3 years period on initial engagement as a result of this RFP bidding process. Rates discovered will be not change for the duration of contract due to whosoever reason. Extension of contract period post 3 years contract is solely depends on mutual understanding of SBI Life and winning bidder however price escalation should be not be more than 5 % of annual recurring charges discovered from this RFP.
- q) It is mandatory to execute NDA and SLA on ₹ 200 stamp paper in duplicate. No payment will be process without signing off of SLA stipulated in the RFP.

46. Confidentiality

This document contains information confidential and proprietary to SBIL. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of SBIL, the Associates, Subsidiaries and/or business partners. Disclosure of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could be treated as breach of trust and 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 SBIL. Reproduction of this RFP, without prior written consent of SBIL, by photographic, electronic, or other means is strictly prohibited.

47. Non-Disclosure Agreement

The Bidder shall treat all documents, information, data and communication of and with SBIL as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure

Agreement. If the Bidder does not have a valid NDA with SBIL then the signed NDA needs to be submitted along with the technical bid. Format of “**Non Disclosure Agreement**” is provided.

48. Limitation of Liability

Notwithstanding the other provisions of this Agreement, in no event shall the Bidder be liable to the Bank or any third party for a monetary amount greater than the total amounts for the immediately preceding six months received by the Bidder for the Services under a particular SOW under which the liability principally arises. Neither party shall be liable to the other party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that party was aware of the possibility of that loss or damage arising.

49. Indemnification

The Bidder shall, at its own cost and expenses, defend and indemnify SBIL against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India. The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If SBIL is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible there for, including all expenses and court and legal fees.

The Bidder shall also be liable to indemnify SBIL, at its own cost and expenses, against all losses/damages, which SBIL may suffer on account of violation by the Bidder of any or all national/international trade laws, norms, standards, procedures etc. The Bidder should furnish a photocopy of the Agreement with their Principals in respect of hardware and software products offered. Further, the Bidder shall indemnify SBIL and keep indemnified against any loss or damage that SBIL may sustain on account of any violation of patents, trademark etc., by the

Bidder in respect of hardware, hardware components, system software, etc. supplied.

50. Exit option and Contract Renegotiation

The SBI Life reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- a. Failure of the successful VENDOR to accept the contract and furnish the Performance Guarantee within 15 days of receipt of purchase contract;
- b. Delay in providing the site with complete readiness;
- c. Serious discrepancy in functionality of any facility, which have an impact on the SBI Life's equipments at the hosting site;



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In addition to the cancellation of purchase contract, SBI Life reserves the right to appropriate the damages through encashment of Performance Guarantee given by the VENDOR.

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

The VENDOR agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the SBI Life or its selected vendors as would be required in the event of the shifting of the site.

Also, either party may terminate this Agreement and / or any SOW upon written notice to the other party if the other party commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the first party.

=====End of RFP Documents=====

Annexure to be follow in subsequent pages

ANNEXURE A: – Eligibility Criteria

ANNEXURE B: – Non disclosure Agreement

ANNEXURE C:– Infrastructure Details

ANNEXURE D:– Scope of Work

ANNEXURE E:– Resource Details

ANNEXURE F:– SLA and Penalty Terms

ANNEXURE G:– Commercial Format

ANNEXURE H : – Covering Letter

ANNEXURE I:-Details of the bidder

ANNEXURE J: Format to be printed on letter head, signed and stamped

Above annexure are attached in XLS/ PDF file

ANNEXURE A: – Eligibility Criteria

Sr. No	Eligibility Criteria	Document Required	Remark
1	The following points have to be complied with:		
	i. The Bidder should have adequate experience, expertise, capabilities, and skilled personnel in Lotus Domino Email Management which will enable the Bidder to execute and perform the jobs specified in the SOW, efficiently and effectively.	Supporting Document	
2	The Bidder should be a current legal entity with a minimum 5 years of experience in India.	Supporting Document	
3	Financial statements i.e. Audited Balance sheet and Profit & Loss accounts for last three years (2013-14, 2014-15 and 2015-16) will have to be submitted.	Attach relevant sections of the Balance Sheet clearly marking the Turnover section	
4	Minimum Annual Turnover should be Rs. 25 Crores in each of the Preceding three financial years	Attach relevant sections of the Balance Sheet clearly marking the Turnover section	
5	The participant should be a profit making entity. It should not have incurred / reported losses during any of the last three financial years.	(support document to be submitted)	
6	Certificate from the Banker certifying that the bidder is not an NPA account holder.	Supporting Document	
7	The Bidder should have permanent office in Mumbai.	Supporting Document	
8	The Bidder should have provided similar services to at least three clients during the last 2 financial years, at least one of which should preferably be in the BFSI. Kindly furnish details of the same in the Technical Proposal	Three Clients Details and PO copies	
9	The participant should produce a declaration that it has not been blacklisted by any public sector organization.(Self signed /undertaking declaration to be submitted)		

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10	An undertaking that, no penalties/fines have been imposed on their entities by any Regulator or Govt Agency or any Authority for breach of any Regulations or Laws.	Supporting Document	
11	Employer requires that Bidder provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work	Self attested Certificate	
12	The bidder should provide direct support to the clients and not through any partner / service provider with some underpinning contract.	Self declaration	
13	The bidder should provide direct support to the clients and not through any partner / service provider with some underpinning contract.	Self declaration	
14	The resources should be employees of the bidder and not outsourced from any other vendor.	Self declaration	
15	ISO Certification for processes (if any)	Optional	



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ANNEXURE B: – Non disclosure Agreement

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“NDA”) is made and entered into this ___ day of ___ Month in the year Two thousand eighteen (2018)

BY AND BETWEEN

SBI Life Insurance Co Ltd., a company incorporated under the laws of India Companies Act 1956 and having its registered office at

SBI Life Insurance Company Ltd

"Natraj" Corporate Office

M.V. Road and Western Express Highway Junction

Andheri (East), Mumbai- 400 069.

AND

(Company name & address)

SBI Life Insurance Co Ltd. and _____ shall be individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the Parties propose to exchange certain proprietary information, concerning Technically and commercially detailed information regarding their respective products & service offerings, organization, decision processes, technical infrastructure, working processes and delegation of responsibilities,



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project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans ("Proprietary Information").

WHEREAS, each Party agrees to receive the proprietary information from the other party and treat all such information confidential information. Such information will be treated confidential if it is in tangible form or is summarized by the disclosing Party ("Disclosing Party") in tangible form orally or visually. It is expected that such information will bear a legend or label of "Confidential" or other similar designation manifesting intent that the information is confidential ("Confidential Information").

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

1. Recipient agrees to hold all Confidential Information received from the Disclosing Party under this agreement forever even after the termination of this agreement, from the receipt of the Confidential Information. Recipient will use such Confidential Information only for the purpose of business arrangements between the Parties; restrict disclosure of such Confidential Information to its employees and employees of its affiliated companies with a need to know and inform such employees of the obligations assumed herein. Recipient will not disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party.
2. Recipient agrees to protect Confidential Information received from the Disclosing Party with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Recipient agrees to promptly inform the Disclosing Party of any unauthorized disclosure of the Disclosing Party's Confidential Information.
3. The Recipient shall ensure that their employees will not disclose any information of the disclosing party even after they cease to be employees of the recipient. The recipient party shall ensure this by own internal agreements
4. The restrictions set forth in this NDA on the use or disclosure of Confidential Information shall not apply to any information:
 - a) Which is independently developed by the Recipient; or
 - b) Rightfully received free of restriction from another source having the right to so furnish such information; or
 - c) After it has rightfully become generally available to the public; or
 - d) Which at the time of disclosure to the Recipient was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or
 - e) Which the Disclosing Party agrees in writing is free of such restrictions; or



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- f) If such information is required to be furnished to any authority, department, office or body by a decree, order or authorization of law.
5. No license to the Recipient, under any trade secret or any other intellectual property right, is either granted or implied by the disclosure of information to the Recipient. None of the information which may be disclosed or exchanged by the Parties shall constitute any representation, warranty, assurance, guarantee, or inducement by either Party to the other of any kind, and in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work rights, or any other intellectual property rights, or other rights of third persons or of either Party.
6. There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither party makes any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of Confidential Proprietary Information or any other information or data related thereto, or with respect to the use thereof by Recipient.
7. Neither this NDA nor the disclosure or receipt of information from either Party to the other Party, shall constitute or imply any promise or intention to pursue any business opportunity described in the Confidential Information or make any purchase of products or services by either Party or its affiliated companies or any commitment by either Party or its affiliated companies with respect to the present or future transaction between the parties.
8. All information shall remain the property of the Disclosing Party and shall be returned upon written request or upon the Recipient's determination that it no longer has a need for such information.
9. Confidential Information provided to one party does not and is not intended to represent an inducement by the other party or a commitment by the Disclosing Party to enter into any business relationship with the Recipient or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.
10. The Parties agree that during the existence of the term of this NDA and for a period of one year thereafter, neither Party shall solicit directly or indirectly the employees of the other Party.
11. The term of this NDA shall be Three (3) years from the date of its execution by both Parties. Each Party agrees that all of its obligations undertaken herein as the Recipient shall survive and continue for the period specified in Paragraph 1 regardless of any prior termination of this NDA.
12. This NDA constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto.



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13. No amendment or modification of this NDA shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized officers or representatives.
14. The Parties agree that the laws of India, other than its conflict of laws provisions, shall apply in any dispute arising out of this NDA.
15. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator mutually. The place of arbitration shall be Mumbai, India and the arbitration proceedings shall take place in the English language.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

SBI Life Insurance Co. Ltd.

(Company Name)

By : _____

By : _____

Name : _____

Name : _____

Title : _____

Title: _____

Date : _____

Date: _____

ANNEXURE C:– Infrastructure Details

This may change depending on factors like redundancy, high availability

Location of the Servers

Data Center	Head Office	CPC
CBD Belapur, Navi Mumbai	Andheri, Mumbai	Seawoods, Navi Mumbai
5 servers (2 Domino, 1Traveler, 1Webmail, 1 Archival)	2 servers (2 Domino)	2 servers (2 Domino)

Server Operating System Details:

1. Red hat Linux server
2. Lotus Notes Ver 9.0.1

Software / Version Details:

Lotus Notes	Details
Make	IBM Lotus Domino
Version	9.0.1

ANNEXURE D:– Scope of Work

Scope of Work for Empanelment of Lotus Notes Email Administrator

- Management and Administration of Lotus Domino Mail services.
- Management of Lotus Notes Traveler Services.
- Management of Antispam/Antivirus services on MTA.
- Management of MDM solution.
- Management of mail archival system.
- Vendor Management (Third party vendors)

4.1. Mail Management and Administration

Objective

The objective of this service is to ensure High Availability for the Lotus Notes Mailing system, Management of mail archival system, email access uptime on Lotus Notes Traveler and Web Interface, management of MTA as well as management of MDM solution. The service shall ensure a reliable mail delivery system and end to end management of Lotus mail application availability of SBI Life. The service also includes vendor management. During mail administration a close interaction with IT help desk at HO and branches is desired for solving L2 and L3 level calls. (Some time direct user interaction may also solicited).

Scope

The service caters to the Following Applications.

- Lotus Domino server & Lotus Notes client
- Anti spam/anti virus on MTA.
- Lotus Notes Traveler
- Lotus on Web services
- MaaS360 MDM solution
- Mail Archiving system.
- All above messaging server installed at DC and Corporate Offices.

Details of Deliverables – Email Services

Scope/ Deliverables	Description	Frequency	Documents and Reports
Proactive Monitoring	<p>Onsite Resource will be monitoring key areas to minimize issues with Email Infrastructure.</p> <ul style="list-style-type: none"> Monitoring of the Critical Parameters for the Servers (based on the tools available with Mail Applications & SBI Life) Mail Queue Length Mail Services Status Mail Server Disk Management Web service uptime Queues in MTA devices Synchronization time for Handheld device users on Traveler. Signature update on MTA devices User Quota. MX pointers for Email servers. Traffic monitoring (size and nature of traffic) between various servers. 	Daily	Health check list
Uptime Management*	<p>Primary responsibility to achieve 99.99% uptime of HA configured equipments & servers and reduce unplanned downtime. The same will be done by:</p> <ol style="list-style-type: none"> Daily monitoring and alerts. Ensure backup strategy in place. The information on the same should be readily available. Plan for recovery in case of failure and ensure minimum downtime 	Daily	Daily Check List Back-up Policy Document RCA (Root Cause Analysis) in case of unplanned downtime
Change Management	Onsite Resource will be responsible for the change management of the Email Infrastructure	As per requirement	Change Management form & database
Security Management	<ul style="list-style-type: none"> Manage the Email security with help of users, roles and profiles. Auditing and generating audit Report. Implementation of corrective Action 	Audit will be done once quarterly	Security Assessment Document

Scope/ Deliverables	Description	Frequency	Documents and Reports
Backup & Recovery management	Backup and recovery Policy 1. Designing backup and recovery Policy for the site. 2. Ensuring the back-up is done as defined in the Backup policy 3. Contingency test for backup as scheduled	As per the SBIL Policy	Backup Policy Document
Compliance	Vendor needs to adhere to SBIL policies & procedures. Keeping all the email infrastructure as complied with SBIL policy. Adhering to the password policy of SBIL. Maintaining best practices into the regular operations (like ITIL & ISO 27001). Timely review of services provided.	Regular	Forms, reports
Documents	Detailed documentation of entire Email Infrastructure: 1. Site documentation. 2. System study documentation. 3. Security Documents. 4. Performance review report .	As per the SBIL Policy	Site Documentation System Study Documentation
Activities	Detailed activity report for every planned activity The report will be submitted to the client on completion of activities	As and when required	Activity Report
Reports	Monthly Service Report MSR will be sent to client every month	Monthly	Monthly Service Report (MSR)

Scope/ Deliverables	Description	Frequency	Documents and Reports
User Administration Services	<ul style="list-style-type: none"> • New Id Creation for Mails / Web Access • ID Transfer / Re-certification / Rename / Deletion • Enabling Web access of mailbox • Password Resets • Mailbox Quota Management • Administration of Notes/Domino mailing Server • Routine Maintenance of Email Servers • Resolving problem at Server Level (Application only) • Handling Traveler server & device related problems • Preparation of SOPs and preparation of documentations for all activities done • Administration of Mail Systems, Traveler & MTA, MDM(Maas360) • Management of mailing groups and management of generic mail ids 	Daily	Daily Report
Capacity & Availability Management	<ul style="list-style-type: none"> • Analysis of the Usage of the Mail over a period of time and recommendations to SBI Life to consolidate, restructure, realign the setup so that the existing • Systems are used efficiently. • Analysis of the performance of the mail system over a period and recommendations for upgrade / migration to latest technologies and/or hardware etc. and if approved by SBIL then implementation falls within the scope of this document. • Reporting on the usage of the mail system by the users and recommend necessary action to be taken by SBILife • Reporting on the SPAM control effectiveness 	As and when required	

[illegible]

Scope/ Deliverables	Description	Frequency	Documents and Reports
Configuration & monitoring of mail routing:	<ul style="list-style-type: none"> • Testing mail routing • Enabling message tracking • Monitoring mail delivery • Monitoring mail statistics • Testing mail connection • Restarting the mail Router • Forcing mail to Route • Managing dead & undelivered mail. • Enabling SMTP Routing • Configuring basic & advanced settings for SMTP Routing • Ironport Policy Configurations • Restricting mail flow to & from the internet 	Daily	Daily Report
Troubleshooting Server related problems:	<ul style="list-style-type: none"> • Solving authentication and authorization issues • Troubleshooting replication problems • Troubleshooting connection problems • Solving agent manager issues • Recovering from a server crash • Implementing Performance tuning • Set up and configuration of the NOTES.ini settings on the Domino server • Solving issues during migration of mail client & mail server, if migration of systems decided by SBILife • MTA device and/or configuration related problems • Compacting databases, fix corrupted files 	Daily	Daily Report
Resolving & managing Lotus Notes email client: (Only Escalated Calls)	<ul style="list-style-type: none"> • Troubleshooting Database related issues • Troubleshooting connection problems • Tracking user mails & messages • Troubleshooting client level problem • Recovering from crash of mail client • Installing the mail client software • Setting up the Notes workstation • Backing up ID files & mail database files • Configuration of Local mail Archivals • Specifying desktop settings using policies 	As and when required	Daily Report

Scope/ Deliverables	Description	Frequency	Documents and Reports
Managing Server, Traveler Server & MTA monitoring:	<ul style="list-style-type: none"> Identifying mechanisms for collecting server information Starting the Statistic Collector task Creating event generators Creating event handlers Choosing a notification method in an event handler Creating probes Incoming/Outgoing mail delivery, content filtering, virus outbreak, spam quarantine queue of MTA devices Enabling agent logging 	Daily	Daily Report
Vendor Management Services	<ul style="list-style-type: none"> This service include maintenance of database of hardware/ software maintenance service vendors, suppliers, communication service providers and any other third party to whom SBI Life has or intends to have business. Service calls for maintenance and warranty vendors will be logged properly and tracked to resolution. Coordinate, escalate and follow up calls as and when necessary. Maintaining database of the various vendors with details like contact person, contact numbers, Escalation matrix, response time and resolution time commitments etc. Logging calls with vendors. Coordinating with the vendors to get the problems resolved. Keeping track of MX pointers of mailing systems and it's vendors Escalating problems to SBILife as per practice. Keeping track of the hardware and software maintenance contracts entered into by SBILife with the various vendors. Analyzing the performance of the different vendors vis-à-vis their maintenance Contract entered into with customer. 	As and when required	Daily Report

The above lists of activities are to be carried out by the resources but not limited to the above. **In future if SBI Life changes email platform other than Lotus notes then above scope will be accordingly change to suit new technology with mutual consent.**

ANNEXURE E:– Resource Details

Type Of Service	Managed Service of Lotus Notes Email
Contract Period	Period : 3 years
Mode of Delivery	On-Site
Qualification and experience of Resource	<p>Graduate from science/Engineering/Computers, preferably Engineering & Computers background</p> <ul style="list-style-type: none"> • Certified preference MCP/MCSE/MS Exchange certified / IBM Domino Certified/ RHCE /Any open Source Certifications • Should have minimum of 1 to 2 years experience in administration of Lotus Notes Email system with similar setup of SBILIFE • Knowledge on desktop & server operating systems • Knowledge of Antivirus, Antispam
Certification	Lotus Notes certified
Onsite Resource services window	<ul style="list-style-type: none"> • Two shifts (Monday to Saturday): 8 a.m. to 10 p.m. • Business Peak Month: Month End /Half Yearly Closer/ Year End/ MDRT i.e. December Month closure, support required even on holidays /Sundays and extended hours. • Resource holidays: It will as per the list of holidays of SBI Life. • Resource Leave: Backup resource should be provided with equivalent skills set in event of leave of primary resource
Required qty and level of skill	<ul style="list-style-type: none"> • Minimum Required Onsite manpower strength: 2 <p>L2 Level: 2</p>
Backup resource	<p>Identified Backup resource to be maintained by the vendor to backfill</p> <p>Backup resource should be provided with equivalent skills set in event of leave of primary resource</p>
Eligibility	All resources will be interviewed by SBIL & if found suitable then only taken onsite by SBIL.

ANNEXURE F:– SLA and Penalty Terms
SLA & Penalties:

Severity Level	Severity Level Details	Service Window	Response Time	Resolution Time	Penalty
S-1	Mail Server Failure	Onsite:14 X 6 Backend Support: 24x7	5 min	4 Hr.	1 % of the order value for a month per hour of delay beyond the resolution time stipulated, maximum up to 10% of the order value for a month.
S-2	Mail Client Issues	14 X 6	10 min	3 Hrs.	
S-3	ID Creation/Deletion/ Certification / Recertification Quota Management /Operational Calls	14 X 6	15 min	2 Hrs.	
S-4	Scheduled Activities	14 X 6	2 Hrs.	NA	
	Security finding closure	14 X 6	High – 2days Medium– 4days Low – 6days		

Uptime: 99.99% for messaging components configured in HA mode & 99.50% for messaging components configured in non-HA mode. (AMC are in place with Principle/SI)

- Uptime : Domino Servers ,HA 99.99 % & Non HA 98.5%
- Uptime : Domino Databases, HA 99.99 % & Non HA 98.5%
- Uptime : Traveler Servers , HA 99.99 % & Non HA 98.5%

Note: Uptime of hardware and application is calculated on 24x7x365 on monthly basis

Non compliance: Will be calculated based on not meeting uptime committed SLA.

Penalties:

- For 1% to 5% of Downtime: 5% of the Monthly charges to be deducted.
 - For 6% to 10% of Downtime: 10% of the Monthly charges to be deducted.
- Maximum allowed threshold is 15% downtime per month however with three consecutive breach in SLA senior management review to be conducted of both parties to review continuity of services**

Uptime management -

Vendor will make all efforts to ensure that there is 99.99% up time calculated on monthly basis. The uptime however will not be in effect under the following conditions:

1. Downtime caused due to any hardware related & application related problems.
2. Downtime due to Network failure
3. Downtime due to any other infrastructure failure
4. Planned downtime scheduled by SBIL.

Resource replacement failure: Due to any exigency if resource is not able to reach SBIL site then SP has to provide us replacement resource within 2 hours.

Penalties: After 2 Hours it will be marked absent & two day extra working service credit to be provided amount will be deducted or equivalent amount to be deducted from monthly bill. For long leave it has to be planned with the consent of SBIL and replacement should be made available on site 2 days in advance for KT.

Penalties: One day amount will be deducted.

Configuration failure of any planned activity to be executed by SP in the event of rollback: If any activities are planned and scope is defined but due to non execution and without foreseen impact in the event of rollback.

Penalties: Amount will be deducted in proportionate with the impact & downtime depending on case to case basis.

Review mechanism:

1. Monthly Service Review with presentation
2. Quarterly service review with Management with presentation
3. Monitoring parameters: As per the SLA points defined above.

ANNEXURE G:- Commercial Format

Date: __/__/__							
Bidder's Name _____							
Commercial Proposal - Onsite Lotus Administrator Resources							
Profile	No of Resources	Monthly charges of one resource in first year	Annual cost of total resources for First Year	Monthly charges of one resource in second year	Annual cost of total resources for Second Year	Monthly charges of one resource in third year	Annual cost of total resources for Third Year
a	b	c	$d = b \times c \times 12$	e	$f = b \times e \times 12$	g	$h = b \times g \times 12$
Lotus Administrator Level 2	2						
Total Cost							
GRAND TOTAL of entire bid for three years = d 10 + f 10 + h 10							
Grand Total Amount in Words:							
We agree to supply and maintain the resources and provide services as agreed in our response to the scope of work , at the prices quoted by us hereabove. We declare further that the prices are exclusive of all taxes, duties, levies, octroi, entry tax. We further declare that we shall hold the prices for a period of 3 years, during which SBIL shall have the option of placing additional order or reducing resources.							
						Signature	
						Name:	
						Designation:	
Company Seal		Date:					

ANNEXURE H : – Covering Letter

Bid Covering Letter: To be submitted by the bidder along with Bid documents

To,
Chief Information Officer,
SBI Life Insurance Co Ltd,
Central Processing Centre, 8th Level, F1 Wing,
Seawoods Grand Central, Tower 2,
Sector-40, Seawoods, Nerul Node, Navi Mumbai-400 706

Subject: Our Bid for – SBIL RFP for Lotus Notes Administrator for Lotus Domino Email System for period of 3 years at SBI Life

Sir,

We submit our Bid Document herewith. We understand that,

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. SBIL may follow close or open bidding process as per requirement.
3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form.
4. If our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract
5. You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever
6. Vendor means the bidder who is decided and declared so after examination of commercial bids.
7. We understand that the name(s) of successful bidder to whom the contract is finally awarded after the completion of commercial bid shall be communicated to successful bidder(s).
8. While submitting this bid along with our details, we certify that:
 - i. Prices in its bid have been arrived without agreement with any other bidder of this RFP for the purpose of restricting competition.
 - ii. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
 - iii. We have not induced or attempted to induce any other bidder to submit or not submit a bid for restricting competition.
9. We agree to abide by this offer till 180 days from the last date stipulated by SBIL for submission of bid, and our offer shall remain binding upon us and may be accepted by SBIL any time before the expiry of that period.
10. We also certify that the information/data/particulars furnished in our RFP are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, SBIL will have the right to disqualify us from the bid.
11. We hereby undertake and agree to abide by the scope of work, deliverables, terms and conditions stipulated by SBIL in this RFP document. We hereby also agree to comply with all the requirements of SBIL, Deliverables, related addendums, appendices and other documents including any changes, if any, made to original tender documents issued by SBIL.

12. The Commercial Bidding process will be through Commercial sealed bid process (or manual price negotiation).

Yours faithfully,
For:
Signature:
Name:
Designation:
Seal of Company

ANNEXURE I:-Details of the bidder

Details of the Bidder	
Name	
Date of Incorporation and / or commencement of business	
Certificate of incorporation	
Brief description of the Bidder including details of its main line of business	
Company website URL	
Particulars of the Authorized Signatory of the Bidder	
Name	
Designation	
Address	
Phone Number (Landline)	
Mobile Number	
Fax Number	
Email Address	
Particulars of Primary Contact Person for this RFP purpose	
Particulars of Alternate Contact Person for this RFP purpose	

Signature and Seal of Company

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

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

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

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

Bidder name:

Sign with Stamp: