

Information Technology (IT)
IT Facility Management Services for Digital Infra



RPF Release date: 24th February 2023

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REQUEST FOR PROPOSAL

This Request for Proposal (RFP) is being issued by SBI Life Insurance Co Ltd. (hereinafter referred to as SBIL) inviting proposals (Technical and Commercial) for comprehensive Facility Management Services for below mentioned support functions in IT -Digital Infrastructure department:

- i. Data Center operation (DCO)
- ii. Central Network Support operation
- iii. DC Virtualization
- iv. Storage Administration
- v. Linux OS support.
- vi. DR DCO support

- a. The time schedule for various activities is mentioned in below table:

Activity	Date
Release of RFP	24/Feb/2023
Query from Service Providers	07/Mar/2023
Response from SBI Life to Bidder's queries with pre-bid meeting	10/Mar/2023
Submission of proposal	16/Mar/2023
Presentation by short-listed bidders, if required	TBD

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

1. INTRODUCTION

SBI Life Insurance ('SBI Life' / 'The Company'), one of the most trusted life insurance companies in India, was incorporated in October 2000 and is registered with the Insurance Regulatory and Development Authority of India (IRDAI) in March 2001.

Serving millions of families across India, SBI Life's diverse range of products caters to individuals as well as group customers through Protection, Pension, Savings and Health solutions.

Driven by 'Customer-First' approach, SBI Life places great emphasis on maintaining world class operating efficiency and providing hassle-free claim settlement experience to its customers by following high ethical standards of service. Additionally, SBI Life is committed to enhance digital experiences for its customers, distributors and employees alike.

SBI Life strives to make insurance accessible to all, with its extensive presence across the country through its 970 offices, 18,401 employees, a large and productive individual agent network of about 161,923 agents, 56 corporate agents and 14 bancassurance partners with more than 40,000 partner branches, 119 brokers and other insurance marketing firms.

In addition to doing what's right for the customers, the company is also committed to provide a healthy and flexible work environment for its employees to excel personally and professionally.

SBI Life strongly encourages a culture of giving back to the society and has made substantial contribution in the areas of child education, healthcare, disaster relief and environmental upgrade. In 2021-22, the Company touched over 2 lakh direct beneficiaries through various CSR interventions.

Listed on the Bombay Stock Exchange ('BSE') and the National Stock Exchange ('NSE'), the company has an authorized capital of Rs. 20.0 billion and a paid-up capital of Rs. 10.0 billion. The AuM is Rs. 2,623.5 billion.

For more information, please visit our website-www.sbilife.co.in and connect with us on Facebook, Twitter, YouTube, Instagram, and LinkedIn.

SBIL solicits offer from reputed Companies for RFP for Facility Management Services (FMS) for Digital Infra a) Data Center operation b) Central Network Support operation c) DC Virtualization d) Storage Administration e) Linux OS support f) DR DCO Support at Data Centre -Belapur, DR -Hyderabad, HO-Natraj Andheri & CPC-Seawoods for a period of 5 years support depending on the performance review after 3 years.

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

For more details, please visit: <https://www.sbilife.co.in/>

2. Scope of Work

- a. SBI LIFE solicits offer from reputed Vendors with requisite expertise & experience for below mentioned FMS services in this Request for Proposals (RFP).
 - I. Data Center operation
 - II. Central Network Support operation
 - III. DC Virtualization
 - IV. Storage Administration
 - V. Linux OS support
 - VI. DR DCO Support
- b. Detailed Scope of Work (SoW) for each of the support function, mentioned above is as per the [Annexure -2](#) to [Annexure -7](#).

3. Disclaimer

- a. The bidder will have to perform all of the support function activities as mentioned in the Scope of Work as mentioned in all Annexures.
- b. Scope of Work mentioned for all 6 service domains are exhaustive but not comprehensive.
- c. Selected vendor will have to provide similar level of support for any new OEM, Tools, Technologies, Product and Services introduced by SBI Life.
- d. Vendor will have to provide similar level of support in case SBI Life decides to shift any of above-mentioned location anywhere in India.
- e. SBI Life will perform the Commercial Evaluation of bidder's proposals for all 6 support functions however reserves the right to exclude any of the support functions / line items / quantity during issuance of initial purchase order to selected bidder based on internal evaluation and also during the tenure of the contract.

- f. Commercial evaluation will happen on grant total as per all line items and quantity mentioned in Commercial template for evaluation.

4. Eligibility Criteria

- Bidder must submit their proposals for all support domains, mentioned above. Partial proposals will be rejected.
- Bid should be submitted by one single entity / organization. Bidder will not be permitted to submit the bid in a consortium with any service provider / supplier. Bids submitted by consortium will be rejected without assigning any reasons thereof.
- Enclosed complete eligibility criteria for participating bidder in [Annexure-1](#).

5. FM Support Services

Required number of resources is 49 in total. During the contract, the resource count may be increase or decrease depending upon size & volume of infrastructure components. As per the rates discovered in the commercial proposal of selected bidder.

Sr.	Support Function	Resource Count			
		DC Belapur	CPC Seawoods	HO Natraj	DR Hyderabad
	Programme Manager	1			
1	DCO + Windows Admin	12	0	1	4
2	Network Support Operations	13	1	2	0
3	VMWare	5	0	0	0
4	Linux Administrator	7	0	0	0
5	VDI Support	2	0	0	0
6	Storage Management	1	0	0	0
	Total	49			

- The placement of resources, rotation of roles, and change of location will be at the discretion of SBIL.
- The category of the resource is meant towards compliance to the Labor Laws and the bidder should necessarily comply to the Wages Act / labor 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 in [Annexure –8](#). Format to be printed on company letterhead, signed and stamped and incorporate in proposal.

6. Support Window:

Location	Support Team	Support Level	Team Size	Support Window
Common for all	Program Manager	N/A	1	9x6
DC -Belapur	DC / Windows Support	L1	4	24x7x365
	Windows / Backup Support	L2	7	24x7x365
	Windows Team Leader	L3	1	9x6
	Network Support	L1	8	24x7x365
	Network Support	L2	4	24x7x365
	Network Team Leader	L3	1	9x6
	DC Server Virtualization	L1	4	24x7x365
	DC Server Virtualization	L2	1	9x6
	VM/VDI Support	L1	2	9x6
	Storage Administrator	L2	1	9x6
	Linux Administrator	L1	4	24x7x365
	Linux Administrator	L2	2	9x6
	Linux Team Leader	L3	1	9x6
DR -Hyderabad	DC Support	L1	3	24x7x365
	DC Support	L2	1	9x6
HO -Natraj	DC / Windows Support	L1	1	9x6
	Network Support	L1/L2	2	9x6
CPC -Seawoods	Network Support	L1	1	9x6

- SBI Life may require extended hours of support during quarter ends & December, January, February and March of every year, for which prior notice will be issued by SBI Life and additional manpower, if required will be jointly assessed by SBI Life and the selected Bidder. Payment for the additional manpower will be as per the rates discovered.
- The selected bidder will have to provide their support on all working days of SBI Life irrespective of the bidder organization's holiday list / National Holidays / Lockdowns etc.
- Selected bidder will have to provide required level of extended support during business-critical month-end period and to perform all maintenance activities as scheduled by SBI Life, e.g. updates & upgrades, new deployments, failover drills, DR drills etc.

7. Resource availability and Criteria

- Selected bidder will have to maintain defined number of resources for each category of support function, throughout the tenure of the contract.
- Any leave applied by the team member, should be approved by the respective SBI Life officer and the bidder will have to depute backup resource of equivalent level, skills & experience.
- Any short-fall of resource will be penalised to double amount of per day pay out and calculated on quarterly basis.
- Bidder organization will have to provide 'Background Verification' certificate / declaration for each resource, deputed on-site.

- e. All members from Bidder's FM Services team will have to accept and sign SBI Life's standard Security undertaking clauses.

8. SLA & Penalty Clauses:

- Detailed SLA & Penalty Terms are as mentioned in [Annexure -9](#).
- During tenure of the service contract if the Service Provider fails to provide service as per SLA for 2 consecutive quarters then SBI Life reserve a right to discontinue the contract, for that specific domain, post SBI Life -management review.
- Penalties in SLA aggregated across 6 sections will be capped at 5% of quarterly contract value of total billing in respective quarter as per PO.

9. Project Transition

- Bidder should have to arrange their resources in 60 days prior to the last date of existing service provider.
- Project Transition should be performed by the selected bidder at no extra cost to SBI Life.
 - Technical knowledge with respective domain (as per [Annexures -2 & Annexure -7](#)) expertise.
 - SBI Life Policy and process for service delivery.
 - To understand IT audit and security compliances.
 - To awareness of SBI Life functions and their management.
 - To understand the critical applications/ users / business impacts / etc....

10. Escalation Mechanism

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

Level	Escalation Level 1	Escalation Level 2	Escalation Level 3	Escalation Level 4
S1	Escalation before 30 min	Escalation after 1 Hrs.	Escalation after 2 Hrs.	Escalation after 3 Hrs.
	Technical support engineer (L2)			
S2	Escalation after 1 Hours	Escalation after 4 Hours	Escalation after 8 Hours	Escalation after 16 Hours
	Technical support engineer (L3)			
S3	Escalation after 2 Hours	Escalation after 6 Hours	Escalation after 12 Hours	Escalation after 24 Hours
	Program Manager			
S4	Any activities need to be mutually planned with defined timeline. Escalation after every one business day as per the level defined above.			

11. Instructions for Sealing and marking the Commercial Bids

- Bidders should ensure submission of all required documents mentioned in [Annexure -1](#) (Bidder Eligibility Criteria). Partial submission of documents will not be accepted & the bidders will be disqualified from all subsequent bidding processes.
- Bidders should ensure that their proposals clearly set out all the information requested. References to

- sales or any other literature should be avoided even if the literature forms a part of the proposal.
- The bids shall be submitted in two separate sealed envelopes, one containing Technical Bid and another Commercial Bid, both to be submitted together in one envelope.
 - Bidders may provide additional documents, technical data relating to their proposals, but these must be presented in separate annexure.
 - 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 Proposals 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. Those bids that have complied to Technical bids shall be qualified for Commercial Bid opening and further RFP process.

12. Technical Bid

- The proposal should be submitted along with the following checklist duly mentioning the relevant details as per the attached with the RFP:

Section 1	1.1	Summary table of the total technical proposal with an index of pages/ sections
	1.2	Offer covering letter
	1.3	Bidder Profile and Eligibility Criteria
	1.4	Details of Support Centre
	1.5	Non-disclosure Agreement
Section 2	2.1	Confirmation of Compliance with Terms and Conditions stipulated in RFP.

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

Document	Attached (Yes/No)	Compliance / Non-Compliance with Remarks
Bidder Profile Eligibility Criteria		Please mention any compliance / 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.

13. Preparation and Submission of Technical 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.

- c. Bidder will have to submit separate Technical Proposals for 6 different service domains in separate envelopes, super-scribed as “**Technical Bid for <service domain>**”. All 6 envelopes should be placed in single envelop super-scribed as “**Technical Bids for FM Services -SBI Life Insurance**”.
- d. The technical bid should consist of the following:
 - i. A letter on bidder’s letterhead mentioning certifying that the period of the validity of the bid is 180 days from the target date of submission of bid.
 - ii. Confirming that the bidder has quoted for all the items/services mentioned in the bid in their commercial bid.
 - iii. Supporting documents in respect of Eligibility Criteria as mentioned in [Annexure-1](#).
 - iv. Audited balance sheets and profit and loss account statement for last 3 years as per eligibility criteria.
 - v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- e. Bidder should submit commercial bid as per [Annexure-10](#) of the bid document. Commercial bid should comprise of one hard copy. Hard copy of commercial bid should be a complete document and placed in a sealed envelope super-scribed as “**Commercial Bid for “FM Services -SBI Life Insurance**”.
- f. All participating bidders will have to print Complete RFP Document, Scope of Work for all 6 service domains, SLA & Penalty Terms on their company letterhead and submit to SBI Life with signature & stamp, by authorized signature of bidder’s organization, as an acceptance to all Terms & Conditions, specified in the RFP document.

14. Bid Prices

- a. The prices should be specified only in “Commercial Bid” and must not be specified at any other place in the bid document.
- b. The quotes prices and all applicable taxes should be specified separately.
- c. The price should be mentioned in Indian Net Rupees (INR) currency.

15. Clarification relating to the RFP

- a. Requests for clarification may be submitted to SBI LIFE by e-mail to rfp.inframfms@sbilife.co.in, on or before the last date of such queries as mentioned in Table on Page #4. The response to all the clarifications will be provided by email to all vendors simultaneously.
- b. Bidders must acquaint themselves fully with the conditions of the tender. No plea of insufficient information will be entertained at any time.
- c. 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. If deemed necessary, the Bidder is required to give presentation on the solution offered.

16. Domestic Presence of Bidders

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

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.

18. Cost Break up

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

19. Amendments to the Bid Document

Amendments to the Bid Documents may be issued by SBI Life at any time during the tendering process. Amendments to Bid Documents so made, shall be deemed to form an integral part of the Bid Documents.

20. Bidder Presentations

Bidders may be asked to make technical presentations at SBI Life's Belapur Office. 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.

21. Format and Signing of the Bid

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

22. Documents comprising the BID

Bidders need to submit the documents for Commercial Bid as detailed in the sections respectively.

23. Language of BID

All bids and supporting documentation shall be submitted in English.

24. Period of Validity

The Bids shall be valid for a period of 180 days from the closing date for submission of the bid.

All the prices, technical specifications and other terms and conditions of the offer proposed by the Bidder should be valid for a minimum period of 180 days.

25. Correction of Errors

Arithmetic errors in bids will be treated as follows:

- i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- ii. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of SBI LIFE, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- iii. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Bill of Material, the amount obtained on totaling the line items in the Bill of Materials will govern.

- iv. The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

26. BID Evaluation

Bidders fully complied to all defined Eligibility Criteria as mentioned in [Annexure -1](#), will be considered for Technical Evaluation.

Final selection process of bidder will be based on two stage evaluation i.e. Technical evaluation and successfully technical bidder's commercials will be evaluated to arrive on final selection.

The following aspects may be considered for evaluating the technical bids

- i. Company profile
- ii. IT Service Management & Service Operation strategies
- iii. Internal process compliance certifications of the organization & ISMS practices
- iv. Past experience of SBI LIFE with the Bidder
- v. Methodology & timeline for deputation of required skilled resources on site
- vi. Service Transition plan & process of handover from Service Transition Team to Service Operation Team.
- vii. Existing strength of technical expertise
- viii. Bidder's understanding about our overall scope of work & SLA Terms
- ix. Customer reference check & feedback from bidder's existing customers

27. Duration and Condition of Engagement

- a. SBI LIFE will engage and appoint the selected System Integrator for the project as detailed in the Scope of Work of RFP for the Objective and Description of the Project as detailed in this RFP in consideration of remuneration payable by SBI LIFE to the vendor.
- b. SBI LIFE will reserve the right to terminate the services of the Vendor at any point of the Project. Either side will, in such a case, will provide 90 days' notice.
- c. Duration for the engagement is initially for 5 years which may extendable as per agreed by SBI Life & Selected Bidder.
- d. The quotation given by the Bidder will be exclusive of all taxes, excise and custom duties, charges and levies of State or Central Governments, as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any. The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Bidder to SBIL
- e. The price quoted should be exclusive of all, Central/State Government levies, taxes, sales tax, excise duty, custom duty, insurance charges, service tax, VAT, etc. excluding Octroi/Entry Tax, which, if any, shall be paid as per the actual on production of relevant documents, in original.
- f. The charges of vendor such as travel within India, stay, conveyance etc. will not be paid extra. The prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period of 180 days from the submission of proposal, Prices will remain fixed for the entire tenure of contract as per proposal value and issued PO by SBIL for the period of 5 years support depending on the performance review after 3 years.
- g. Further, subsequent to the orders being placed/agreement executed, the Vendor shall pass on to SBIL all fiscal benefits arising out of reductions in Government levies viz. sales tax, excise duty, custom duty, etc.
- h. SBIL reserves the right to re-negotiate the prices.

- i. SBI Life reserves the right to renew the contract for an additional period of the one or after completion of the first year period, at the same rate as is mutually agreed upon by SBIL and the Bidder in the commercial format.

28. Terms and Conditions

- a. The quotation given by the Bidder will be exclusive of all taxes, as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any. The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Bidder to SBI Life.
- b. The prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period.
- c. Further, subsequent to the orders being placed/agreement executed, the Vendor shall pass on to SBI Life all fiscal benefits arising out of reductions in Government levies viz. sales tax, excise duty, custom duty, etc.
- d. SBI Life reserves the right to re-negotiate the prices in the event of change in the international market prices.
- e. The bidder shall implement and enforce data privacy through appropriate policies and procedures. The policy and procedure should cover appropriate training to personnel, controls to be in place to ensure privacy of data, define roles and responsibilities with respect to data privacy, and disciplinary action for contravention.
- f. The bidder shall ensure that appropriate controls are put in place to prevent transferring or making copies of SBI LIFE data onto any other medium in any format.
- g. The bidder shall ensure, before allocating any person to work on SBI LIFE data, that the personnel have the requisite aptitude for security of Information.

29. Subcontracting

As per scope of the RFP the subcontracting is explicitly prohibited.

All support to be provided only through dedicated and certified support staff of the bidder under their payroll. No Support to be organized through franchisee, dealers and channel partner.

30. Payment Milestone

Payment will be Quarterly in arrears after submission of the penalty calculation sheet and review of the services

31. Right to Verification

SBI LIFE reserves the right to verify any or all statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity to perform the job and would carry out complete or random check with the referrers provided to SBI LIFE in the RFI stage.

32. Domestic Presence of Bidders

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

33. Complete Proposals

The Bidder's proposal is subject to evaluation process. Therefore, it is important that the Bidders 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.

34. Acceptance or Rejection of the Bid

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

35. Bidder Indication of Authorization to Bid

Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms and conditions described in the Bidder's response. The proposal must be signed by an official authorized to commit the Bidder to the terms and conditions of the proposal. The signatory should have the authority to sign the above bid documents on behalf of the bidder.

36. Cost Break up

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

37. 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 final and binding.

The tenders not submitted in the prescribed format or incomplete in any manner are likely to be rejected.

38. Bidder Indication of Authorization to Bid

Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms and conditions described in the Bidder's response. The proposal must be signed by an official authorized to commit the Bidder to the terms and conditions of the proposal. The signatory should have the authority to sign the above bid documents on behalf of the bidder.

39. Signing of Contract

The Bidder shall be required to enter into a contract with SBIL, within thirty (30) days of the award of the tender or within such extended period, as may be specified by SBIL. At the time of execution of the contract a Memorandum of Understanding (MoU) containing the terms and conditions necessary for the due performance of the work in accordance with the bids and acceptance thereof will be signed.

The Contract will be based on this RFP, modification arising out of negotiation / clarification etc., the bidder's offer document with all its enclosures and will include the following documents:

1. The Bidder's proposal in response – technical and commercial separately.
2. Modification to the proposal, if any, after negotiation / clarification.
3. Related Technical Specifications
4. Copies of the licenses, certifications etc.

SBIL reserves the right to stipulate, at the time of finalization, any other document(s) to be enclosed as part of the final contract.

40. Award of Contract

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

41. 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.

42. Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of SBI LIFE.

43. Service Level Agreement (SLA) Guidelines

SBI LIFE will avail services under an agreed SLA with the Bidders. The detailed SLAs including uptime, response time and other requirements stipulated herein will be agreed at the time of signing the contract. Major terms of SLA are provided in the [Annexure-9](#) for a) Data Center operation b) Central Network Support operation c) DC Virtualization d) Storage Administration e) Linux OS support f) DR DCO Support. The Successful bidder shall be required to execute an SLA with SBI LIFE on stamp paper of ₹ 500/- or appropriate value within 15 days from the issuance of PO.

44. Time lines for completion and penalty

The selected bidder should be on-board on OR before 1st May 2023 with the required engineers to commence transition work. Failure in transition for supplying adequate required resources will attract penalty as below:

- i. Penalty of 1% of full order value per week to be levied on the service provider in case of delay beyond delivery date mentioned in purchase order for IT FMS Digital Infra dept sections

45. 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.

46. Confidentiality

This document contains information confidential and proprietary to SBI LIFE. Additionally, 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 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 SBI LIFE. Reproduction of this RFP, without prior written consent of SBI LIFE, by photographic, electronic, or other means is strictly prohibited.

47. Intellectual Property Rights

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

48. Non-Disclosure Agreement

The Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in [Annexure -11](#). The Bidder shall execute NDA with SBI LIFE on stamp paper of ₹ 500 and submit this Non-Disclosure Agreement within 15 days after receipt of PO

49. Solicitation of Employees

Bidder will not hire employees of SBIL or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of SBIL directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis.

50. Indemnification

- a. 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.
- b. 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.
- c. 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.
- d. The Bidder should furnish a photocopy of the Agreement with their Principals in respect of hardware and software products offered. Further, the Vendor shall indemnify SBI LIFE and keep indemnified against any loss or damage that SBI LIFE may sustain on account of any violation of patents, trademark etc., by the Vendor in respect of hardware, hardware components, system software, etc. supplied.

51. Performance Bank Guarantee

- a. The Contractor shall provide to SBI Life a performance bank guarantee in the form of [Annexure-12](#) within 15 days from the date of sign off.
- b. Unless stated otherwise in the Construction and Services Contract Document, the amount of the performance bank guarantee shall be 10% of the Contract Price.
- c. If and as long as the Contractor fails to provide a performance bank guarantee in accordance with the Contract, SBI LIFE shall, without prejudice to other rights or remedies under the Contract or under the applicable law, be entitled to retain the agreed amount of the performance bank guarantee from payments due to the Contractor.
- d. SBI LIFE shall return the Performance bank guarantee which should be valid for 3 years from (i) the Acceptance Upon Completion of the Works and (ii) SBI LIFE's subsequent receipt of the Contractor's request for the returning of the Performance bank guarantee or the payment of the retention, unless by that time SBI LIFE has called the performance bank guarantee or notified the Contractor of a claim for which SBI LIFE intends to use the retention.
- e. Following points shall be taken care of while submitting the Bank Guarantee: -
 - i. The Bank Guarantee shall be on non-judicial stamp paper having a value of ₹ 200/- or as per requirement.
 - ii. The stamp paper should be purchased in the name of the Bank, who give the guarantee and not in the name of the supplier/ sub-contractor.
 - iii. The Bank Guarantee shall be strictly as per the pro-forma of SBI LIFE.
 - iv. The Bank Guarantee should be from a Scheduled Bank acceptable to SBI LIFE other than State Bank of India and its associate banks.

- v. Correction made on the Guarantee should be endorsed by the Bank with its official seal.

52. 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/ 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.

53. Force Majeure

The Bidder shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice for happening of such act/event is given by the Bidder to SBIL within 15 Days from the date of occurrence. Such act/ event shall include acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/ contract.

54. Information Security Requirements:

The Service Provider having access to IT infrastructure of SBI Life shall be managed as per Third Party Access Standard & Procedure of SBI Life. If required, SBI Life Policy on Information security requirement for third-party document will be shared with the successful Bidder. SBI Life shall reserve the right to carry out, VA/PT and Security Assessment of the solution and underlying infrastructure components through their empaneled information security service providers. In case of any observations or vulnerabilities reported during these testing, the successful Bidder shall close the observation and mitigate the risk within agreed timelines, before production go live without any additional commercial levied to SBI Life. The contracts relating to outsourced services with the selected Bidder(s) shall detail security requirements in compliance with SBI Life Security Policies and supporting Standards & Procedures and the selected Bidder(s) shall demonstrate compliance with such requirements.

Detailed:

1. The Bidder shall adhere to, Information Technology Act 2000, its amendments and rules published by Government of India and applicable sections of IRDAI Guidelines on Information Security for Insurers. The Bidder shall ensure that they have Information Security organization in place to implement the provisions of SBI Life's information security requirements and protection of intellectual property.
2. Information security requirements such as controls for maintaining confidentiality, integrity and availability of the SBI Life's data shall be considered at all stages throughout third party/vendors having access/handling the organizational system/data.
3. All arrangements with external party/vendors shall have a well-defined service level agreement (SLA) that shall specify information security requirements and controls, service levels and liability of suppliers in case of SLA violations, non-mitigation of information security (IS) vulnerabilities, IS incidents etc.
4. The Bidder shall provide right to SBIL or its empaneled vendors to audit / conduct security review of the center/processing facility where the services will be carried out from while designing the required deliverable/output.
5. The Bidder shall be subject to a relationship assessment (sometimes referred to as due diligence review) which shall cover:

- Dealing with the said party (e.g. details of provider history, previous and current business arrangement and dispute information)
 - Demonstrable level of maturity in relation to information security and their degree of commitment to information security. This is via a self-assessment checklist covering controls related to information security
6. Prior to finalization of order, the Bidder shall allow SBI Life Security Team or its empaneled Bidders to inspect and check the designated framework/services proposed for SBI Life and undertakes necessary corrective actions as may be suggested by SBI Life prior to or during the implementation.
 7. The Bidder shall have a process to sign Confidentiality agreement with its employees for SBIL related services. The Bidder shall provide a letter of undertaking to SBI Life as adherence to secure usage and handling of information by its employees.
 8. The Bidder shall have process of background check on its employees prior to their induction into SBIL project. Level of background checks should meet the sensitivity of information associated with the project.
 9. The contract requirements with service provider's Bidder, if any shall include non-disclosure agreements, roles and responsibilities, and termination clauses and right to inspect/audit by Organization, Law enforcement agencies and regulating agencies including IRDAI.
 10. The data shall be shared with the ONLY on "Need to know" basis, if any.
 11. The Bidder shall comply with data retention and purging requirements of SBI Life, in case any data (SBI Life production data for testing) is shared with Bidder. Compliance certificate for data retention and purging shall be sent to SBI Life as per stipulated time agreed with SBI Life
 12. In case of renewal, the security considerations in line with the Prior to engagement scenario shall be considered.
 13. SBI Life's Internal Audit shall conduct audit for Bidder(s) handling critical data/providing critical services to measure the effectiveness of the security controls implemented.
 14. SBI Life may obtain periodic integrity & compliance statements, for application or any related infrastructure components used for SBI Life project, in writing from the selected Bidder providing for reasonable level of assurance about the setup/development being free of malware & viruses, free of any obvious bugs, free of any covert channels in the code, and free of any known vulnerabilities.
 15. Network and infrastructure service level agreements (in-house or outsourced) shall clearly document security controls, capacity and service levels, and business or customer's requirements
 16. The Bidder shall be ISO Certified for the designated line of business e.g. ISO 27001, ISO 22301 preferably etc. If the Bidder is not certified, then they should adhere to the requirement of these aforesaid standards.
 17. If the bidder uses any application to services to SBI life then the the Bidder shall follow Secure Application development guidelines of SBIL and the application shall be compliant with OWASP secure coding practices, in case of any development of application functionality.
 18. The OEM shall provide a Self-Certification on their letter head that the Software /application /Solution /Tool, being supplied to SBI Life, has undergone appropriate security review like White box testing (Secure Code Review), Black box testing and Gray box testing etc. and there are no open vulnerabilities now. The OEM also shall need to provide a reasonable level of assurance to SBI Life through this Self-Certification that the Software /application

- /Solution /Tool being supplied to SBI Life, is being free of malware, free of any obvious bugs, free of embedded malicious & fraudulent code and free of any covert channels in the code of the current version.
19. The same as above kind of Self-Certification shall also be submitted by the OEM to SBI Life during any subsequent versions/modifications/updates and on yearly basis.
 20. The Bidder shall submit a Self-Certification on their letter head during initial delivery of the solution and then on yearly basis that all the updates/upgrades/modification, released for the current version of the Software /application /Solution /Tool being supplied to SBI Life, have been implemented.
 21. SBI Life reserves the rights to conduct security reviews like Black box, Gray box testing etc. initially and subsequently on periodic basis through its empaneled information security service provider and in case of any vulnerabilities are reported in this Solution, the OEM/Bidder shall have the responsibility to close those reported vulnerabilities without any additional commercial levied to SBI Life during life cycle of the Solution or during the contract period. The High-risk vulnerabilities shall be closed within a period of 2 working days and other types of vulnerabilities shall be closed within a period of one calendar month.
 22. SBI Life shall implement the secure configuration / hardening of the infrastructure components initially and on periodic basis, related to this Solution, as per CIS Benchmarks. In case of any issues reported, the Bidder shall provide adequate support to SBI Life IT team for its resolution without any additional commercial levied to SBI Life during life cycle of the Solution or during the contract period.
 23. The Bidder shall allocate a Laptop to its support personnel, dedicated for SBI Life
 24. In case the Remote Access VPN is used for providing support by the Bidder/OEM then the Laptop of the Bidder /OEM to be configured as per SBI Life Desktop/Laptop SCD and SBI Life security solutions need to be deployed in that Laptop
 25. The information security responsibilities of all Bidders employees working for customer shall be defined by Bidder. Bidder shall ensure that all information security requirements in the Agreement are communicated, including in writing, to all its employees in relation to their role.
 26. Independent security assessments (VAPT, Application Security Gray box, Secure Configuration Review, Secure Code Review, etc.) shall be performed by the Bidder for the application(s)/Software /Solution /Tool and related infrastructure components (collectively referred as 'Information Processing Facility') used to provide service to SBI Life through Cert-In empaneled Information Security Service provider at planned intervals, at least annually. The Bidder shall submit periodic (at least annually) integrity & compliance statements (Refer Annexure I) of information processing facility used for accessing/processing data or providing services to the SBI Life, providing for reasonable level of assurance that the setup of the Bidder is free of malware & viruses, free of any obvious bugs, free of any covert channels in the code and free of any known vulnerabilities.
 27. Mechanism shall be implemented by the Bidder for vulnerability and threat management, ensuring that vulnerabilities related to application, system, and network devices are evaluated, and security patches, which are supplied by the product vendor/OEM, are applied in a timely manner taking a risk-based approach for prioritizing critical patches. In case of any vulnerabilities detected during the security review, the Bidder shall close the high-risk vulnerabilities within one day and other vulnerabilities within one month.

28. The Bidder should ensure that appropriate technology measures are in place to protect the storage and exchange of information. These measures may include the following, but not limited to:
- i. The Bidder shall maintain integrity of the software in use, including patch upgrades, operating systems and applications.
 - ii. Mail attachments should be encrypted before sending as the traffic could be sniffed in transit, leading to unauthorized disclosure and modification of information.
 - iii. The Bidder shall have secure connectivity to the SBI Life's central data center in active fail-over mode and to disaster recovery center.
29. The Bidder has to execute Non-Discloser Agreement (NDA) as a part of confidentiality as per [Annexure- 11](#).

55. Right To Audit:

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by SBI Life Insurance / inspecting official from the IRDAI or any regulatory authority / Cert-In/CERT-Fin/any other law enforcement agencies / SBI Life or its empaneled information security auditor, covering the risk parameters finalized by SBI Life Insurance / such auditors in the areas of products/ the Software /application /Solution /Tool (IT hardware/ Software), infrastructure and services etc. provided to SBI Life Insurance and Service Provider is required to submit such certification by such Auditors to SBI Life Insurance. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by SBI Life Insurance) shall facilitate the same. SBI Life Insurance can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. Except for the audit done by IRDAI/ or any statutory/regulatory authority, SBI Life Insurance shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by SBI Life Insurance or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same within timelines agreed with SBI Life from the day it is being reported to them and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider further agrees that whenever required by SBI Life Insurance, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of SBI Life Insurance /IRDAI/ and/or any regulatory authority(ies). SBI Life Insurance reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g., internal cost breakup etc.).

Format for OFFER LETTER

The Chief Information Officer,
SBI Life Insurance Company Ltd.,
Central Processing Center
Seawoods Grand Central,
Tower 2, 8th Floor, Nerul,
Navi Mumbai 400705

Dear Sir,

Heading:

We have examined the RFP for Facility Management Services (FMS) for a) Data Center operation b) Central Network Support operation c) DC Virtualization d) Storage Administration e) Linux OS support f) DR DCO Support at SBI Life DC -Belapur, DR-Hyderabad, HO-Natraj Andheri & CPC-Seawoods and we offer to agree to comply to the terms and conditions and technical specifications spelt out in the RFP, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

1. While submitting this bid, 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.
 - iv. We agree that the rates / quotes, terms and conditions furnished in this tender will also be applicable to additional requirement or reduced requirement of SBIL.
2. If our offer is accepted, we undertake, after receipt of your order, to deliver, install and commission the services within 1 month, post the release of the Purchase order. In the event of delay on our account, we are agreeable to the penalty as stipulated in the RFP.
3. 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.
4. Until a formal contract is prepared and executed, this offer, together with SBIL's written acceptance thereof and SBIL's notification of award shall constitute a binding contract between us.
5. 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.
6. We undertake to comply with the terms and conditions of the RFP.
7. We understand that SBIL may reject any or all of the offers without assigning any reason whatsoever.

Section 2: Security and SOP Compliance

- 1) The selected Bidder shall comply with IT Policy and Information Security Policy, Procedures, SOPs and guidelines of SBIL.
- 2) The selected Bidder shall prepare, collect, maintain and update all the records related to the activity performed by them for SBIL in the prescribed format as per the audit & compliance requirement of regulatory & certification bodies.
- 3) SBIL reserves the right to audit the activities carried out and services provided by the selected Bidder. The Bidder shall provide access to its operations for SBIL personnel or personnel/organization chosen by SBIL as required for carrying out the audit. The selected Bidder will co-operate and provide reasonable support to any third-party auditors or internal auditors appointed by SBIL for carrying out such audits.
- 4) If selected Bidder's person is required to provide the onsite service at SBIL then his/her background verifications should be done by the Bidder.

Yours faithfully,

(Name and Designation)

For and on behalf of _____

END OF DOCUMENT
