

**RFP for Single Sign On (SSO) & Identity and Access Management (IDAM)
Solution at SBI Life**

LAST DATE OF SUBMISSION: 20-12-2023

Reference No: SBIL/DIG/SSO-IDAM/24-11-2023

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1 Request for Proposal

This Request for Proposal (RFP) is being issued by SBI Life Insurance Co. Ltd. (hereinafter referred to as SBIL) inviting proposals (technical and commercial) for implementation, migration, integration, deployment & sustenance support of complete suite of Single Sign On (SSO) & Identity and Access Management (IDAM) solution at SBIL.

The time schedule for various activities is listed below:

| Activity | Date |
|--|-----------------------------|
| Release of RFP | 24 th Nov 2023 |
| Query from bidders acceptable up to | 5 th Dec 2023 |
| Pre-bid meeting & response to queries | 11 th Dec 2023 |
| Submission of proposal (Technical & Commercial) | 20 th Dec 2023 |
| Presentation from the short-listed bidders (if required) | Will be intimated to bidder |

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

2 Introduction

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, SBIL'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, SBIL 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, SBIL is committed to enhance digital experiences for its customers, distributors and employees alike.

SBIL strives to make insurance accessible to all, with its extensive presence across the country through its 996 offices, 20,015 employees, a large and productive individual agent network of about 222,822 agents, 68 corporate agents and 14 bancassurance partners with more than 39,000 partner branches, 133 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.

SBIL 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 2022-23, the Company touched over 1.1 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. 3,282.8 billion.

SBIL solicits offer from reputed partners of OEM for RFP of SSO & IDAM implementation, Migration, integration, deployment with sustenance support at SBIL for a period of 3 years support.

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

3 Project, implementation & Sustenance Model

Implementation of complete SSO & IDAM solution to establish industry standard best practices at SBIL adhering to below points -

1. SSO and IDAM Solution has to be on-prem solution.
2. On-site presence of SI / OEM team for implementation, complete life cycle of user's migration, application integration, deployment & sustenance support.
3. SBIL will provide related infrastructure to carry out the implementation & support activity.

4 Scope of Work & Deliverables

SBIL is intends to implement, migrate & sustenance support of SSO & IDAM solution as per detailed Scope of Work & deliverables as enclosed in following annexures which is exhaustive but not comprehensive:

Annexure A-SoW_SSO & IDAM solution

Annexure B-Technical Specification_SSO & IDAM Solution

5 Sustenance support

The tentative requirement of team resources is as per details mentioned in table below. During the contract, the resource count may be increase or decrease and rates would be as per rates mentioned for type of resources in Commercial sheet.

The resources should be well trained to effectively handle all the queries raised by the SBIL / employees etc. All the technical operations, integration, installation, maintenance, all major & minor upgrades required to run the application efficiently and successfully with best user experience with the available products / modules /components need to be delivered/configured by sustenance team.

- ✓ Indicative role and estimated count Installation and Migration Phase:

| Roles | CBD-Belapur |
|--|--------------------|
| Project Manager | 1 |
| Deployment and Application Integration | 2 |
| Total | 3 |

- ✓ Indicative role and estimated count Post Implementation and Migration Support:

| Roles | CBD-Belapur |
|--------------|--------------------|
| L1 Resource | 2 |
| L2 Resource | 1 |
| Total | 3 |

* Kindly refer Annexure-A for detail scope.

6 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. Bidder has to ensure all shadow resource appropriately to meet daily head counts for each category.
- Resources leaves should be approved by SBIL official. All short and long leaves should be pre-approved. Backup resource should be provided with equivalent skill & experience and same should be approved by SBIL.
- Leaves for more than a week's **duration** should be pre-approved one-week **before** and backup resource should report on site one day **prior** and take handover from relievers.
- Any short fall of resource will be penalised to double amount of per day pay-out 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 are trained as per scope of work and oriented with the work culture of SBIL.

Resource criteria for IT support team are as mention below.

| | L1 Resource | L2 Resource | Project Manger |
|-----------------------------------|---|---|---|
| Contract Period | As per RFP | As per RFP | As per RFP |
| Mode of Delivery | On site | On site | On site |
| Qualification of Resources | Graduation from Engineering or Science stream | Graduation from Engineering or Science stream | Graduation from Engineering or Science stream |
| Onsite Resource | As per Point No 5 (Sustenance support) | As per Point No 5 (Sustenance support) | As per Point No 5 (Sustenance support) |
| Experience | Minimum 3+ Year of Relevant Experience of SSO & IDAM Solution | Minimum 5+ Years of Relevant Experience of SSO & IDAM Solution after certification | Minimum 7+ Years of Relevant Experience in project management preferably in SSO & IDAM Solution after certification |
| Eligibility | All resources will be screened by SBIL & if found suitable then only accept for services. | All resources will be screened by SBIL & if found suitable then only accept for services. | All resources will be screened by SBIL & if found suitable then only accept for services. |

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 below: **Annexure – E:**

Format to be printed on letterhead, signed and stamped as under,

- a. We hereby declare that we shall pay the applicable minimum wages to the Labor skilled/semi-skilled /un-skilled) employed by us for the execution of this order (if order is placed on us)
- b. We declare that We comply the Minimum Wages Act/ESI/PF acts and all other local laws governing employment of the resources.
- c. We further commit to provide necessary documents to SBIL in case of any scrutiny by the Regulatory offices and absolve and indemnify SBIL from all liabilities arising out of any noncompliance to the regulatory requirements.

7 SLA & Penalty Terms

A. Implementation

Implementation phase will cover as under,

- a. SSO and IDAM infrastructure setup
- b. Configuration of IDAM and SSO
- c. User migration from LDAP, Active directory & multiple directory services in single directory store
- d. One each type of application from the available application platform at SBIL.
- e. Assistance to development and Operations team of IT dept for rewrite codes to make existing application platform (at least one app of each platform) compatible with standardised authentication protocol.
- f. Implementation of High Availability at DC & DR.

Any delay in delivering the project beyond 16 weeks to setup SSO and IDAM solution with integration of one application from each platform then the penalty will be imposed by SBIL to the bidder at 1% per week of total implementation cost, maximum up to 10%. Delay beyond 26 weeks will lead to management review from both the parties & for course correction or PBG will be in-cashed.

B. Sustenance

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information on the service provided can be made available to customer and support areas.

Service factors must be meaningful, measurable and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by SBIL - IT.

Service level monitoring will be performed by SBIL-IT on a daily basis and reports produced and reviewed on a monthly basis.

- i. The Penalty will be imposed in case of non-compliance to the SLA against each service type.
- ii. SLA / Penalty will be discussing and calculate in monthly review meeting and calculation will be finalize on quarterly base invoice with summary of three months SLA.
- iii. SLA will be measured for each service type independently and accordingly penalties will be imposed as defined.
- iv. Any violation mentioned response and resolution time will be counted on default on SLA. All the defaults at month end will then be calculated to arrive at applicable proportionate penalty, on breaching agreed up-time by VENDOR.
- v. In event of permissible breach occurrence for consecutive 3 quarter may call for management review by SBIL (AVP and above) and VENDOR (Country head or vertical

head) for review and commitment for service improvement within next 30 days otherwise contract may be cancelled and PBG will be in-cashed.

| Sr. No | Service type | Agreed SLA | Penalty |
|--------|---|---|---|
| 1 | Uptime of Applications | 99% applications should be up and running with all the features and functionality | For each breach of SLA will lead to penalty. For every 1% in SLA breach below agreed SLA (98%), penalty will be 1% of quarterly billing value. Maximum penalty applicable up to 10% on quarterly billing value. |
| 2 | Resource Availability | 100% attendance to be complied | Any short fall of resource will be penalized to double amount of per day payout and calculated on Monthly basis. Backup resource to be available at site within 4 hrs. else we consider as absent and accordingly penalty will be applicable. |
| 3 | Monthly / Quarterly/ Half Yearly / Yearly Review Meetings | 100% review meetings to be done & attended as per requirement | Any Monthly Meeting is not done, 1% of the Quarterly invoice. Any Quarterly Meeting is not done, 2% of the Quarterly invoice. Any Half Yearly Meeting is not done, 3% of the Quarterly invoice. Any Yearly Meeting is not done, 4% of the Quarterly invoice. If 3 Monthly meetings in a year not done then, 5% of the Quarterly invoice over & above capping of 10% of total Penalty. |
| 4 | Technical Resources L1, L2 & L3 | 99 % calls are to be closed in as per defined TAT in RFP | For each breach of SLA will lead to penalty. For every 1% in SLA breach below agreed SLA, penalty will be 1% of quarterly billing value. Maximum penalty applicable up to 5% on quarterly billing value. |
| 5 | New Feature in product or new version released by OEM. | Enabling new feature or enhancement in existing feature OR new version in 3 months | Delay beyond 3 months for implementation of new feature or enhancement in existing setup or new version will attract penalty of 1% of quarterly billing value per week. Maximum penalty applicable up to 5% on quarterly billing value. |
| 6 | Patch deployment | Successfully applying the patches on all environments like UAT, Production, DR etc in 1-month period. | Delay beyond 1 month for implementation of patches in existing setup will attract penalty of 1% of quarterly billing value per week. Maximum penalty applicable up to 5% on quarterly billing value. |

Severity definition for Incidences

| Impact / Urgency Level | Definition | Response Time | Workaround Time | Resolution Time |
|--|---|---------------|-----------------|-----------------|
| Critical (Severity 1) S1 | Severe impact: a critical that makes the application environment unavailable to conduct business such as: A business service is not available, a production system has crashed, infrastructure outage, Data integrity is at risk, etc. | 0.5 Hours | 2 Hours | 1 Days |
| High/Major (Severity 2) S2 | Major impact: the business service, major functionality of application, or system, is seriously affected (no data loss), business e.g. service performance has degraded. | 1 Hour | 4 Hour | 2 Days |
| Medium (Severity 3) S3 | Minor impact: Incidents related to business service, major applications, or system causing moderate user impact; no data loss, business service still functioning. | 2 Hours | 1 Days | 4 Days |
| Low / Minor (Severity 4) S4 | Minimal impact: incidents related to business service, major applications, or system causing low user impact; no data loss, business service still functioning. User access issues or access management requests are examples of S4. Also includes business impacting service requests. | 4 Hours | 2 Days | 6 Days |
| Very Low/ Cosmetic (Severity 5) S5 | Query or informational request | 5 Hours | 4 Days | 10 Days |

For calculating SLA, the following matrix will be used:

| Sr. No. | Service type | Agreed SLA |
|---------|-------------------------|------------|
| 1 | Uptime of Platform* | 99.9%* |
| 2 | Resource Availability | 100% |
| 3 | Regular Review Meetings | 100% |
| 4 | SLA on Tickets | 98.5% |

*** SLA Excluding the planned downtime, any SBIL infrastructure failure. Solution should be in High availability at DC and DR**

Response Time: The amount of time between when a ticket is assigned to the service provider and when the service provider first responds (automated responses don't count) and lets the user know they're currently working on it. In some cases, it can also extend to subsequent responses on the same ticket, i.e., the time between the oldest unanswered user response and the following reply from the service provider.

Work Around Time: The amount of time between when a ticket is assigned to the service provider and when a working solution is provided by the service provider to restore the operations to normal status.

Implementation of a workaround solution will not release the service provider's commitment to provide final solution, unless mutually agreed.

Resolution Time: The amount of time between when a ticket is assigned to the service provider and when that ticket is solved (i.e., closed/resolved). Root Cause Analysis is always the part of solution provided as applicable

Measurement Matrix

Response time

No. of incidents & service request responded within stipulated response time * 100
Total number of incident & service requests received in month

Resolution time

No. of incidents & service request resolved within stipulated resolution time * 100
Total number of incident & service requests received in month

Uptime

No. of Hours in the month – No. of hours impacted in month * 100
Total number of hours in the month

Penalties:

Penalties as applicable are described as below:

- i. All the penalties, as applicable, will be applied in parallel on quarterly basis.
- ii. The penalty shall only be applicable if the reasons are attributable to the Vendor / Partner.
- iii. The penalties may be recovered from invoices presented for payment or through credit note or invoking SBIL Guarantee or invoking Performance Guarantee submitted.
- iv. Application of penalties and payments thereof will not relieve the Bidder from the obligation of delivery of services during the valid contract period.
- v. All the BAU activities or the daily operational activities will be considered as work-order tickets and will be governed relevant SLA of Workorder.
- vi. SLA for all work orders / incidents /change orders should be calculated on quarterly basis.

| Sr. No | Service type | Agreed SLA | Penalty |
|--------|--------------------|---|--|
| 1 | Service Desk calls | 99% calls to be handled, logged and resolved as per defined severity mentioned above. | For each breach of SLA will lead to penalty. For every 1% in SLA breach below agreed SLA For e.g. (98%), penalty will be 1% of quarterly billing value. Maximum penalty applicable up to 5% on quarterly billing value. |

8. Uptime penalties: The uptime penalties shall be calculated as per following table.

| Sr. No. | Uptime Range | Penalty |
|---------|----------------------|---------------------------------------|
| 1 | Uptime >= 99.9% | No penalty |
| 2 | 99.9 > Uptime <99.5% | 2% of cost of monthly support charges |
| 3 | Uptime <=99.5% | 5% of cost of monthly support charge |

8 Support Window

Working Days: Monday to Saturdays:

Time - 8:00 AM to 10:00 PM.

- Given above is indicative working days & time however the shift schedule will be adjusted mutually to support business timing & non-business timing for maintenance.
- We may require a larger time window during Every Month end process, December, January, February and March of every year, for which prior notice will be given by SBIL and additional manpower, if any will be jointly assessed by SBIL and the Selected Bidder. Payment for the additional manpower will be made as per the rate discovered.
- The Support team would be working on all working days of SBIL irrespective of the vendor's holiday list.
- Extended support during month ends and as specified by SBIL.

9 Annexure

Annexure 1-Eligibility Criteria_SSO & IDAM Solution

Annexure A-SOW-SSO & IDAM solution

Annexure B-Technical Specification_SSO & IDAM Solution

Annexure C-Non-Disclosure Agreement

Annexure D-PBG_Format.

Annexure E-Compliance to Laws of the Land

Annexure F-Commercial Format

Annexure G-Policy_on_Information_Security_Requirements_for Third Party (to be submitted post placement of order to the selected bidder).

10 Proposal Format

Bidders should ensure that their proposals clearly set out all the information requested. References to sales or any other literature should be avoided even if the literature forms a part of the proposal.

Bidders may provide additional documents, technical data relating to their proposals, but these must be presented in separate annexure. In addition to technical data, Bidders must supply background information about their own company's organization, size and financials for last 3 years Brochures/leaflets etc. should not be submitted in loose form. No modification should be made in formats/letters stipulated. Any change / modification /addition /deletion to the description will invalidate the document.

Bidders are requested to structure their technical proposals only as per format given.

The suggested format for submission of technical proposal is as follows:

a. Technical Bid

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

| | | |
|-----------|-----|--|
| Section 1 | 1.1 | Summary table of the total technical proposal with an index of pages/ sections |
| | 1.2 | Offer covering letter |
| | 1.3 | Bidder Profile and Eligibility Criteria |
| | 1.4 | SSO & IDAM Solution architecture proposed to SBIL |
| | 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 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.

b. Commercial Bid

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

Name of file is: **Annexure F-Commercial Format.xls**

The data should be filled in the Commercial Format.xls sheet in Unit value. Data is populated for uniformity in format however formulas of the sheet has to verify by bidder for correctness. Bidder has to print, sign and submit hard copy of commercial bid.

All rates would be fixed for the period of three years from the date of the Purchase Order.

The offer may not be evaluated by SBIL in case of non-adherence to the format or partial submission of technical details as per the format given in the offer.

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

11 Bidding Process

Instructions for Sealing and marking the Technical Bids

Tender responses in original shall be submitted in sealed envelope clearly identifying the BIDDER submitting them and shall be labelled "Tender Response for Request for Proposal – RFP for "Single Sign On (SSO) & Identity and Access Management (IDAM) solution at SBIL"

The envelope shall be dated with the current date in the top right-hand corner.

Documents Comprising the Technical Bid: The bid prepared by the bidder shall comprise the following components in the same order as given below, duly flagged with section name and number:

- A. Cover Letter responding to this RFP
- B. Company profile and eligibility criteria are as per the Sections above which is included in this document.
- C. Documentary evidence establishing the eligibility criteria such as copy of Financial Statement, certificate of auditors, OEM MAF & certificate etc. with relevant sections duly marked.
- D. Name and address contact details of the bidder with BFSI Clients details.
- E. Proof of evidence for current legal entity in India.
- F. Detail Filled Bid Response Forms.
- G. **A clause - by- clause compliance for all conditions and specifications of RFP. A bid without clause-by-clause compliance of the Technical Specifications, Commercial Conditions and Special Conditions shall not be considered for evaluation.**
- H. Technical Solution proposal with detail technical literature and data sheets of all the products proposed under the solution.
- I. Commercial Proposal in the prescribed Format.
- J. Bidder should submit the 3% amount of total contract value as a performance bank guarantee (PBG) within 15 days from issuance of PO and should be valid for three-year period from contract date.
- K. No interest is payable on the amount of PBG.
- L. The bank guarantee should be issued by any scheduled commercial bank other than SBI. A format for PBG is available in Annexure D-PBG_Format
- M. The bank guarantee will be valid for period of three years and retained by SBILIFE.

12 BID Submission

Bidders are not permitted to submit more than one bid. The Bidder has to offer the best solution available with him. The cost of bidding and submission of the bids is entirely the responsibility of the BIDDERS, regardless of the conduct or outcome of the tendering process.

Bids sealed in accordance with the Instructions to BIDDERS should be delivered before the time specified. Bids may be sent by registered post or hand delivered so as to be received at the following Address:

Chief Information Officer,
SBIL Insurance Co Ltd,
1st Floor, Kapas Bhavan, CBD Belapur
Navi Mumbai. Pin: 400614

Receipt of the bids shall be closed at 5:00 p.m. on the date mentioned above. Bids received after the time stipulated will not be considered by SBIL. SBIL will not be responsible for any delay due to postal / courier or any other means of delivery.

13 Clarification relating to the RFP

Written requests for clarification may be submitted to SBIL on or before the last date of submission mentioned elsewhere in this RFP. The response to all the clarifications will be provided only through email.

Request for clarification should be mailed by an official authorized by the Bidder to **rfp.ssoidam@sbilife.co.in**

Both questions and responses will be circulated to all prospective Bidders; those have obtained this Tender Document.

Bidders must acquaint themselves fully with the conditions of the tender. No plea of insufficient information will be entertained at any time.

To assist in the scrutiny, evaluation and comparison of offers, SBIL may, at its discretion, ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. If deemed necessary, the Bidder is required to give presentation on the solution offered.

Any clarification regarding the tender document and any other item related to this project should be raised in the pre-bid meeting. No clarification will be entertained after the pre-bid meeting.

14 Amendments to the Bid Document

Amendments to the Bid Documents may be issued by SBIL 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.

15 Format and Signing of the Bid

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

16 Documents comprising the BID

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

17 Language of BID

All bids and supporting documentation shall be submitted in English.

18 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.

19 Correction of Errors

Arithmetic errors in bids will be treated as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of SBIL, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern. Where there is a discrepancy between the amount mentioned in the bid and the line item total

present in the Bill of Material, the amount obtained on totaling the line items in the bill of Materials will govern.

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

20 BID Evaluation

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

- Company profile
- Management capabilities of bidder
- Past experience of the company in similar lines of business & Technical expertise in design, implementation & operations of setup having volume of SBIL.
- Past experience of the SBIL with the Bidder
- Furnished the details of certified resources along with their resumes to execute this project as per the SSO & IDAM solution modules mentioned in this RFP.
- Reputation of the company
- Feedback from existing minimum three customers (Reference checking)
- Technical solution, proposed design offered
- Project timelines with milestone of Design & Implementation
- Compliance with technical specifications laid down
- Acceptance of terms and conditions laid down without any exception
- Holistic presentation by bidder of understanding of entire RFP & proposed solution, design, implementation, sustenance plan, methodology, case studies of last three years, similar project experience etc.

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

21 Terms and Condition of Engagement for Project Duration

SBIL will engage and appoint the selected bidder for the project as detailed in the Scope of Work of RFP for the Objective and Description of the Project, in consideration of remuneration payable by SBIL to the vendor in terms of this RFP for a period of 3 years.

SBIL will reserve the right to terminate the services of the Vendor at any point of the Project with three-month notice period.

The quotation given by the Bidder will be exclusive of all taxes, excise and custom duties, charges and levies of State or Central Governments, as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any. The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Bidder to SBIL

The price quoted should be exclusive of all, Central/State Government levies, taxes, sales tax, excise duty, custom duty, insurance charges, service tax, VAT, etc. excluding Octroi/Entry Tax, which, if any, shall be paid as per the actual on production of relevant documents, in original.

The charges of vendor such as travel within India, stay, conveyance etc. will not be paid extra.

The prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period of 180 days from the submission of proposal, Prices will remain fixed for the entire tenure of contract as per proposal value and issued PO by SBIL for the period of 3 years.

Further, subsequent to the orders being placed/agreement executed, the Vendor shall pass on to SBIL all fiscal benefits arising out of reductions in Government levies viz. sales tax, excise duty, custom duty, etc.

SBIL reserves the right to 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.

All the implementation designs, architecture, HLD, LLDs etc. shall be certified by OEM against best practices to ensure better implementation of the tool/technology.

SBIL reserves the right to re-negotiate the prices.

22 Right to Verification & Audit

SBIL reserves the right to verify, any or all statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity to perform the job. SBIL reserves the right to audit the selected bidder's site from where support to SBIL is provided.

23 Domestic Presence of Bidders

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

24 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.

25 Cost Break up

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

26 Sign off and Payment Milestones & Terms

A. Implementation Sign off Use cases:

| Sr. No | Use cases | Sign off criteria |
|--------|--|--|
| 1 | Project Initiation & Solution Design | Submission of project plan by bidder. Solution design as per RFP & certified by OEM. Review & sign-off by SBIL on proposed solution design |
| 2 | SSO and IDAM infrastructure setup | Implementation sign off by OEM with HA configuration |
| 3 | Solution deployment and verification in UAT | Deployment by SI/OEM and UAT Sign Off by SBIL. |
| 4 | Solution deployment and verification in Production | Deployment by SI/OEM and Production Sign Off by SBIL |
| 5 | Users life cycle & Applications rollout in SSO & IDAM solution | SBIL sign off post confirmation of – i) Multiple directory services (e.g. AD & LDAP) integration in IDAM solution. ii) Complete user's life cycle migration in single identity in IDAM solution iii) Applications integration with SSO solution for single identity iv) Applications rollout count achieved in each phase. v) User migration from LDAP and Active directory in single directory store |
| 6 | Solution deployment and verification in DR | Deployment by SI/OEM and DR Sign Off by SBIL |
| 7 | Configuration of database replication between DC & DR & Testing of DR as per RFP | Sign-off by SBIL, post verification of DR test reports. |
| 8 | Total solution implemented as per solution design & Handover to sustenance team | OEM Certificate for implementation as per designed solution & documentation. SBIL sign off |
| 9 | One each type of application from the available application platform at SBIL to be integrated and tested with IDAM and SSO | SBIL will select and provide one application from available platform given under, a. Development platform - Java, .Net, PL/SQL, Cobol, JS, HTML, XML, CSS, C/C++ etc. b. Mobile Platform - c#, vb,html5,javascript,css,swift, java,android c. Programming language: Java, C/C++, VB.Net, ASP, VB6, PHP, Apex, Ruby, JavaScript, Typescript, VB Script, Pearl, Android Java, Objective C, Swift, HTML5, PL/SQL, Python, Groovy, Scala, Go Kotlin, Cobol d. OS platform: Windows, RHEL and HP-UX |

B. Implementation payment will be processed after successful sign off of implementation use cases. Payment will be made as per commercial bid submitted in format **Annexure F**.

- C. Sustenance: Quarterly on a pro-rata basis at the end of the quarter for resources services. Assistance to development and Operations team of IT dept for rewrite codes to make existing application platform (at least one app of each platform) compatible with standardized authentication protocol
- Payment of Last quarter of each engagement year & subsequent anniversaries year will be released upon receipt of Review Reports as mentioned in **Annexure A**.
- Invoice payment will happen after 30 days' post submission of error free no query invoice.
- The payment of last quarter will process after end of quarter.

27 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.

28 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.

29 Subcontracting

As per scope of the RFP the subcontracting of resources 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 etc.

30 Award of Contract

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

31 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

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

32 RFP Ownership

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

33 Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of SBIL. Unopened bids will be returned to the bidder against their acknowledgement.

34 Service Level Agreement (SLA) Guidelines

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

35 Time lines for completion

The selected bidder should complete the implementation activities in 16 weeks from Infrastructure setup handover to bidder and deployment of the necessary engineers at DC and DR as per contract period mention in RFP.

36 Bidder Status

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

37 Confidentiality

This document contains information confidential and proprietary to SBIL. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of SBIL, the Associates, Subsidiaries and/or business partners. Disclosure of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could be treated as breach of trust and SBIL would be free to initiate any action deemed appropriate.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from SBIL. Reproduction of this RFP, without prior written consent of SBIL, by photographic, electronic, or other means is strictly prohibited.

38 Non-Disclosure Agreement

The Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Bidder shall execute this Non-Disclosure Agreement, stamped as an agreement, and submits the executed document with the Technical Proposal.

Subsequently, at the time of the execution of the contract, the bidder will be required to enter into a detailed Non-Disclosure Agreement, the format for which will be provided later.

39 Performance Guarantee

The selected bidder would be required to submit a performance Bank Guarantee to the SBIL for an amount equivalent to 3% of order value within 15 days of purchase order issue date. The performance guarantee would be for the entire period of the Contract. If the Performance guarantee is not submitted, the SBIL reserves the right to cancel the contract. The Performance Guarantee would be returned to the VENDOR after the expiry or termination of the contract. The bank guarantee should be issued by any scheduled commercial bank. A format for PBG is attached as per **Annexure D-PBG_Format**.

The Performance Bank Guarantee is required to protect the interest of purchaser against the risk of non-performance of the successful bidder in respect of successful implementation of the project which may warrant the invoking of Bank Guarantee (BG), also if any act of the supplier results in imposition of Liquidated Damages then the purchaser reserves the right to invoke the submitted Performance Bank Guarantee.

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

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

40 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.

41 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.

42 Indemnification

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

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

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

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

43 Arbitration

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

44 Force Majeure

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

*****END OF RFP Document*****

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 implementation, migration, integration, deployment & sustenance support of complete suite of Single Sign On (SSO) & Identity and Access Management (IDAM) solution at SBIL 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:

- Prices in its bid have been arrived without agreement with any other bidder of this RFP for the purpose of restricting competition.
- The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
- We have not induced or attempted to induce any other bidder to submit or not submit a bid for restricting competition.
- 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. 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.

3. 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.

4. 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.

5. We undertake to comply with the terms and conditions of the RFP.

6. 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 _____

Annexure 1- Eligibility Criteria_SSO & IDAM Solution

| Sr. No. | Eligibility Criteria | Complied | Supporting documents |
|---------|---|----------|---|
| 1 | The bidder must be a legal entity, capable of entering into an agreement in its own capacity or through its partner. | Yes/No | Certificate of incorporation |
| 2 | If a company, the Bidder must be incorporated in India. If a partnership firm, it must have been registered in India. | Yes/No | Certificate of incorporation |
| 3 | The Bidder should be a profit-making entity. The bidder must be a profitable organization in 2 years out of past 3 financial years. | Yes/No | Certificate of CA/Segment of Balance sheet clearly marking the segment for last three years |
| 4 | Minimum turnover of the bidder should be 25 crores in past three years | Yes/No | |
| 5 | Certificate from the Banker, certifying that the bidder is not an NPA Account Holder | Yes/No | Certificate from bank |
| 6 | Undertaking that no penalties / fines have been imposed on their entities by any Regulator or Government Agencies or any authority against breach of any regulation or law. | Yes/No | Self-declaration on company letterhead with sign & stamp |
| 7 | The Bidder should not be blacklisted by any National or State or PSU government agency and should not be involved in any litigation encompassing corrupt or fraudulent practices by any of the Government agencies in India. | Yes/No | Self-declaration on company letterhead with sign & stamp |
| 8 | Implementation of SSO and IDAM for minimum 15000 users for 3 companies out of that one should be in BFSI | Yes/No | Minimum 3 client details along with PO & implementation certification/signoff/documents. |
| 9 | SSO and IDAM solution should be On-premises solution at DC and DR | Yes/No | Publicly available specification document |
| 10 | The Bidder should have implemented similar solutions during the last 3 year including the 2022-2023. The Reference(s) for the same should be provided along with the technical proposal. POC done will not be considered as implementation & experience of bidder. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) | Yes/No | Minimum 3 client details along with masked PO & implementation sign off documents. |
| 11 | The Bidder should have adequate proposed solution trained personnel comprising technical staff to enable the Bidder to execute the work as per requirement, on a continuous basis during the tenure of the work. | Yes/No | Provide details in separate sheet |

| | | | |
|----|---|---------|---|
| 12 | Power of Attorney / Authorization Letter is to be submitted in-favor of the person, who is signing and submitting the RFP on behalf of the bidder. | Yes/No | Provide POA |
| 13 | Bidder should be fully complied with statutory employee norms for minimum wages, PF and ESI. SBIL will have the rights to verify supporting documents from the winning bidder on regular intervals. | Yes/ No | Self-declaration on company letterhead with sign & stamp |
| 14 | Bidder will provide the self-declaration regarding GST that I/We are regular filer of GST returns. Please find attached the recent GST filing details in separate document. | Yes/ No | Self-declaration on company letterhead with sign & stamp |
| 15 | Bidder must be submitted Manufacturer's Authorization Form (MAF). | Yes/ No | The bidder should submit the OEM Manufacturer's Authorization Form (MAF) issued by OEM on its letter head in name of the Bank, which certify / confirm the required confirmation. |
| 16 | Acceptance of Solution Design (High Level, Low Level) & Production Sign Off as per Solution design should be certified by OEM | Yes/ No | Bidder should submit the OEM confirmation on OEM letter head issued in the name of the SBILIFE. |

Annexure A - SoW-SSO & IDAM solution

Detailed Scope of Work (SoW) for each of the support function, mentioned above is as per the attached [Annexure A](#) & [Annexure B](#).

Annexure B - Technical Specification_SSO & IDAM Solution

Detailed technical requirements is mentioned in Technical specification document attached as an [Annexure B](#).

Annexure C - NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("NDA") is made and entered into this _____ day of _____ in the year Two Thousand Twenty-Three (2023)

BY AND BETWEEN

SBI Life Insurance Co Ltd., a company incorporated under the <incorporation details> and having its registered office at <address>

AND

_____ a company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business _____

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, 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 or other information from the other party and treat all such information as confidential information and such information will be treated as confidential

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 in confidence. 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. The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants' reports, trade secrets, preforms and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party.
3. Without the prior written consent of the other party or except as otherwise provided herein, either party will not: (i) distribute or disclose to any other person any of the Confidential Information; (ii) permit any other person to have access to the Confidential Information; (iii) use the Confidential Information for any purpose other than the Permitted Use ; or (iv) disclose to any other person (A) that discussions, investigations or negotiations are taking place concerning a possible transaction between the Parties, or (B) the terms, conditions, status or other facts regarding a possible transaction between the Parties, or (C) that either party has received Confidential Information from the other Party. Notwithstanding the above, either party may disclose the Confidential Information, and portions thereof to its directors, officers, employees and representatives of its advisors (collectively, "Representatives") who need to know such Confidential Information for the purpose of evaluating a possible transaction between the Parties. It is understood that the parties will inform their respective Representatives of the confidential nature of the Confidential Information and will require its Representatives to be bound by this Agreement and not to disclose the Confidential Information to any other person. The parties agree to be responsible for any breach of this Agreement by their respective Representatives.
4. Recipient agrees to protect the 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.

5. The Recipient shall ensure that their employees will not disclose any information of the disclosing party even after they cease to be the employees of the recipient. The recipient party shall ensure this by their own internal agreements
6. Confidential Information does not include information that either party can reasonably prove, falls within any of the following: (i) information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder; (ii) information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party; (iii) information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information ; (iv) information that is independently acquired or developed by either party which can be evidenced by written records; or (v) information that is explicitly approved for release by written authorization of either party.
7. In the event that either party is required by law in any judicial or governmental proceeding or otherwise to disclose any Confidential Information, the disclosing party will give the other party prompt written notice of such request so that the other party may seek a protective order or appropriate remedy. If, in the absence of a protective order, disclosing party determines, upon the advice of counsel, that it is required to disclose such Confidential Information, it may disclose such Confidential Information only to the extent compelled to do so; provided, however, that the disclosing party gives the other party written notice of the portion of Confidential Information to be disclosed as far in advance of the disclosure as is practicable and uses its best efforts, at its own expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.
8. No license expressed or implied in the Confidential Information is granted to either party other than to use the information in the manner as is permitted in writing by the parties.
9. Both parties agree that Confidential Information is and shall at all times remain the property of the owning party. Both parties acknowledge that the Confidential Information is confidential and material to the interests, business and affairs of the other party and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of the other party. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the party's intellectual property rights is hereby given or intended, including any license (implied or otherwise). 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.
10. 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.

11. 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.
12. 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.
13. Either party shall not modify or erase the logos, trademarks etc., of the other party or any third party present on the Confidential Information. Neither party shall use or display the logos, trademarks etc., of the other party in any advertisement, press etc., without the prior written consent of the other party.
14. Upon the request of a party, the other party, will within 7 days of receipt of such request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of either party or its Representatives and shall certify the fact of having destroyed the Confidential Information in writing to the other party. Such return, however, does not abrogate the continuing obligations of both parties under this Agreement.
15. In case of any cyber security incident/ data breach, which involves SBIL data, the recipient of SBIL data shall be accountable and liable for all the consequences arising out of such cyber security incident / data breach, in accordance with the prevailing laws and regulations.
16. Both parties agree and acknowledge that monetary damages would not be a sufficient remedy for a breach of this Agreement and that the both parties shall be entitled to specific performance or any other injunctive relief as a remedy in equity for any such breach of this Agreement. Any remedy shall not be deemed to be exclusive or all-inclusive and shall be in addition to any and all other remedies which may be available to the either party in law or equity.
17. 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.
18. 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.
19. Each Party agrees that all of its obligations undertaken herein as the Recipient of confidential information shall be perpetual and shall survive the termination of this NDA.
20. This NDA constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto.

21. 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.
22. The Parties understand and agree that no failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
23. The Parties herein agree and undertake to indemnify and hold the other party harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honor, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement
24. This Agreement shall be governed and construed in accordance with the laws of India
25. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
26. Both parties agree not to assign this Agreement or any interest herein without express prior written consent of the other party.
27. Nothing in this agreement and no action taken by the Parties pursuant to this agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity or arrangement. This Agreement is entered into by the Parties on a Principal-to-Principal basis and no other meaning can be assigned in interpreting any of the terms contained herein.
28. 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 with mutual consent 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. >

<Selected Vendor Name >

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Annexure D - Format for Performance Bank Guarantee (PBG)

The Chief Information Officer,
SBI Life Insurance Co Ltd,
Central Processing Centre,
Seawoods Grand Central ,
8th Level, Tower 2, Plot No. R-1,
Sector 40, Seawoods,
Navi Mumbai - 400 706

Dear Sir,

PERFORMANCE BANK GUARANTEE FOR SSO AND IDAM SOLUTION TO SBI LIFE INSURANCE CO LTD TO MEET SUCH REQUIREMENTS AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE REQUEST FOR PROPOSAL

WHEREAS SBI Life Insurance Co Ltd (SBIL), having its Corporate Office at Andheri (E), Mumbai, and regional offices in other cities in India has invited Request for Proposal for vide its RFP No. _____ dated _____ on the terms and conditions mentioned in the RFP documents.

It is one of the terms of said Request for Proposal that the bidder shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Performance Bank Guarantee.

M/s _____, (hereinafter called as bidder), who are our constituents intends to submit their bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. _____ (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH THAT

We _____ (Bank) do hereby agree with and undertake to the SBI Life Insurance co ltd, their Successors, assigns that in the event of the SBIL coming to the conclusion that the bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said bidder, we shall on demand by the SBIL, pay without demur to the SBIL, a sum of Rs. _____ (Rupees _____ only) that may be demanded by SBIL. Our guarantee shall be treated as equivalent to the Performance Bank guarantee for the due

Confidential

performance of the obligations of the bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. ____ (Rupees ____ lakhs only).

We also agree to undertake to and confirm that the sum not exceeding Rs. ____ (Rupees ____ lakhs only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBIL on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBIL shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBIL within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBIL under this guarantee shall be independent of the agreement or agreements or other understandings between the SBIL and the bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBIL.

We hereby further agree that –

Any forbearance or commission on the part of the SBIL in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the SBIL to the bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. ____ (Rupees ____ only).

Our liability under these presents shall not exceed the sum of Rs. ____ (Rupees ____ only).

Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

This guarantee shall remain **in force for a period of three years**, provided that if so desired by the SBIL, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

Our liability under this presents will terminate unless these presents are renewed as provided herein up to three years or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBIL alone is the conclusive proof, whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBIL against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of

Signature and Seal of Authorized Official

(NB: This document will require Stamp Duty as applicable in the State, where it is executed and shall be signed by the official whose signature and authority shall be verified).

Annexure E - Compliance to Laws of the Land

To be printed on Letterhead, signed and stamped.

To,
SBI Life Insurance Co Ltd,
Central Processing Centre,
Seawoods Grand Central ,
8th Level, Tower 2, Plot No. R-1,
Sector 40, Seawoods,
Navi Mumbai - 400 706

Dear Sir,

We hereby declare as under:

- 1. We shall pay the applicable minimum wages to the staff employed by us for the execution of this order (if order is placed on us).**
- 2. We will comply with the Minimum Wages Act/ESI/PF acts and all other local laws governing employment of the resources.**
- 3. Any changes in the laws will be duly complied with during the tenure of the contract.**
- 4. 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.**
- 5. In case any liability arises out of non-compliance on our part and SBI Life has to make any payment on our behalf, we agree to indemnify for the same to SBI Life along with Penal Interest @ 10%.**

Thanking you,

Yours faithfully,

Authorized Signatory

Annexure F – Commercial Format

| One-time Cost (Excluding Taxes) with first year warranty support | | | | |
|--|--|-------|-----------------|--------------------------|
| Sr. No | Description | Qty | Unit Cost in Rs | Total Onetime Cost In Rs |
| 1 | UAT Environment Setup Installation, Configuration & Application Integration, deployment & rollout. | 1 | | |
| 2 | Production DC Environment Setup Installation, Configuration & Application Integration, deployment & rollout. | 1 | | |
| 3 | Production DR Environment Setup Installation, Configuration & Application Integration, deployment & rollout. | 1 | | |
| 4 | Perpetual Licenses for SSO with one year warranty | 15000 | | |
| 5 | Perpetual Licenses for IDAM with one year warranty | 15000 | | |
| 6 | Perpetual Licenses for SSO with one year warranty for additional requirement | 500 | | |
| 7 | Perpetual Licenses for IDAM with one year warranty for additional requirement | 500 | | |
| 8 | Any additional licenses mandatory to work solution | 1 | | |
| 9 | Development and integration effort charges for additional application to SSO and IDAM at DC* | 5 | | |
| 10 | Any additional licenses mandatory to work solution | 1 | | |
| Total Implementation Cost | | | A | |
| * a. Rates will be used during 3 years period for additional effort of development for integration of application with SSO/IDAM | | | | |
| b. First year payment will be processed upon after successful implementation of use cases as per clauses. | | | | |
| c. Additional licenses requirement will be top up once in a quarter at the end of respective quarter | | | | |
| d. Additional licenses rates will remain active till 3 years after implementation sign off | | | | |
| e. All applicable taxes are extra | | | | |

| Cost for 3 Years (Excluding Taxes) for Sustenance and AMC of Solution | | | | | |
|---|---|-----|-------------------------------------|---------------------------|-------------------------|
| Sr. No | Description | Qty | Sign off criteria | Unit Cost per month in Rs | Total Annual Cost In Rs |
| 1 | Bidder - FMS- Sustenance Support Cost (Day to day operations- 8*10 on SBIL working days (Team of 5 resources) for Three years | | | | |
| 2 | 1st Year | | | | |
| | a. L-1 Resource | 2 | Quarterly Attendance and SLA report | | |
| | b. L-2/ TL Resource | 1 | | | |
| | Total cost for 3 resources for 1st Year | | B | | |
| 3 | 2nd Year | | | | |
| | a. L-1 Resource | 2 | Quarterly Attendance and SLA report | | |
| | b. L-2/ TL Resource | 1 | | | |
| | Total cost for 3 resources for 2nd Year | | C | | |
| 4 | 3rd Year | | | | |
| | a. L-1 Resource | 2 | Quarterly Attendance and SLA report | | |
| | b. L-2/ TL Resource | 1 | | | |
| | Total cost for 3 resources for 3rd Year | | D | | |

| | | | |
|---|--|---------|--|
| 5 | 2nd Year AMC of SSO licenses | 15000 | |
| | 2nd Year AMC of IDAM license | 15000 | |
| 6 | 3rd Year AMC of SSO license | 15000 | |
| | 3rd Year AMC of IDAM licenses | 15000 | |
| 7 | AMC of SSO licenses | 500 | |
| | AMC of IDAM licenses | 500 | |
| | Total cost for 3 resources and AMC for 3 Years | E=B+C+D | |

| | | |
|--|----------------|--|
| Total Project Cost | F=(A+E) | |
| Payment Terms: | | |
| Quarterly on a pro-rata basis at the end of the quarter for resources services | | |
| AMC payment in respective years in advance | | |
| Sustenance invoicing will start after sign off of implementation phase by SBI life | | |
| All applicable taxes will be extra | | |

[Annexure G - Policy_on_Information_Security_Requirements_for Third Party \(to be submitted post placement of order to the selected bidder\).](#)