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REQUEST FOR PROPOSAL

FOR

IT END USER AND L1 APPLICATION SUPPORT SERVICES

Issue Date	19 September, 2018
Last Date for submission of Response	9 October, 2018 (EOD)

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1.0 INTRODUCTION

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited ("Company") is carrying on life insurance business in India. As part of supporting its operations and processes, the Company is looking for the partner who can provide services for IT End User and L1 Application Support Services.

1.1 Purpose

The purpose of this RFP is to inform potential Bidders of a business opportunity and to solicit proposals for Services in IT End User and L1 Application Support Services as currently contemplated by the Company **(Refer Annexure I for details.** Based upon the review and evaluation of proposals offered in response to this RFP, Company may at its sole discretion negotiate and enter into contracts with one or more successful Bidders.

Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion The Company reserves the right to accept or reject any or all bids from a specific or multiple Bidders for any reason at any time. The Company also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

1.2 Request for Proposal Definitions

Throughout this Request for Proposal, the following definitions are used:

- "Bidder" means an company incorporated under the Companies Act 1956, that submits, or intends to submit, a proposal in response to this "Request for Proposal";
- "Service Provider" means the Bidder(s) awarded a Contract resulting from this RFP;
- "Contract" means the agreement formed between the Company and the successful bidder as evidenced by an Agreement issued to the Company;
- "Contract Documents" means the Agreement, the Bidders proposal document, the RFP and such other documents as listed in the Agreement, including all amendments or addenda agreed between the parties;
- "Must", "mandatory" or "required" means an absolute minimum function or capacity, which, if not satisfied in the proposal, may result in disqualification in the final evaluation;
- "RFP" means this request for proposal including any amendments, attachments, and/or clarifications pertaining to this RFP that may be issued prior to the closing date; and,
- "Could", "may" or "is desirable" means desirable but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

2.0 Terms of the RFP

2.1 Acknowledgement

The Company is releasing this RFP for "IT End User and L1 Application Support Services " online on its website (www.canarahsbclife.com) and with the sole aim of making the process free, fair, transparent and service provider friendly.

Response (as per formats) duly sealed and super scribed "**Response to RFP - IT End User and L1 Application Support Services** " should be addressed to **Anil Raina, Canara HSBC Oriental Bank of Commerce Life Insurance Company Ltd, 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram - 122018, Haryana (India).**

The Company is not responsible for non-receipt of proposals by the specified date and time due to any reason including holidays.

All questions/clarifications should be communicated only on email id **vipin.jamwal@canarahsbclife.in** (with **CC Marked to anil.raina@canarahsbclife.in, Procurement@canarahsbclife.in**).

Kindly note below the complete details of our organization

Name	-	Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.
Corporate Identity no.	-	U66010DL2007PLC248825
Telephone no.	-	+91 0124 4535500
Fax no.	-	+91 0124 4535999
E-mail	-	procurement@canarahsbclife.in
Website address	-	www.canarahsbclife.com

2.2 Proposal Deadlines

Pre-bid meeting : Refer sec 2.17 for schedule. A pre-bid meeting to give any clarifications will be held at the Company's office on scheduled date and time. Bidders are welcome to attend the meeting and ask their questions in an open forum at the appointed time and venue. Preferably Bidders should send all their queries/clarifications 2 days in advance and confirm participation on pre bid meeting 1 day in advance. All queries and their answers will be put on the Company's website and will be part of this bid document.

Company must receive duly completed response in sealed envelopes and electronic media (PDF & MSWord format) no later than **9th October, 2018**. Responses received after the stipulated time or the due date or incomplete in any respect are liable to be rejected.

2.3 The Company's Obligations

The submission and receipt of proposals does not obligate the Company in any way to commit to any Bidder(s). The Company shall not be liable for any costs incurred by Bidders in the preparation, presentation or any other aspect of the proposals received by reason of this request, nor is the Company obligated to negotiate separately with any sources whatsoever in any manner necessary to serve Bidder's best interests. The Company makes no representation, implied or express, that it will accept and approve any proposal submitted. Any and all Contracts which result from this RFP shall be non-exclusive, non-commitment, as-ordered agreements. The Company shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. The Company will also not be responsible for any damages, including damages that result from, but are not limited to negligence. Also Company will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

2.4 Proposal Evaluation

Proposals submitted may be reviewed and evaluated by any person at the discretion of the Company's internal evaluation team, including non-allied and independent consultants retained by the Company now or in the future for the sole purpose of obtaining evaluations to proposals.

The Company may, at its sole discretion, negotiate and enter into contracts with one or more successful Bidders for the said services.

Bidders may be asked to further explain or clarify areas of their proposal in writing during the evaluation process.

Stage 1 consists of two parts and shall be required from bidders:

- i. **Technical Evaluation** – Technical evaluation for the proposed solution via the submitted documentation. Post technical evaluation, only shortlisted bidders will be called for detailed presentation & further engagement. Proposal to be submitted in sealed envelopes and electronic media (PDF & MSWord format) compulsorily duly marked as **Technical Bid**. Any proposal where any of the three is missing will be considered incomplete and rejected.
- ii. **Presentation** – Detailed Presentation of the services (presentation should include case studies, work samples, case studies, Company credentials, competition benchmarking, proposed service solution, proposed methodology etc.) would have to be made by the shortlisted bidders.

Short listed bidders would be required to present their capabilities to the evaluation committee. Also the Committee would visit the premises for which they need to facilitate and provide access.

Stage 2 : Commercial Evaluation - Only Technically shortlisted bidders will be considered for the commercial evaluation.

Bidders are expected to submit their best bid in response to the RFP. The bids quoted shall be according to the scope of work (Refer Annexure I) in this document. Proposal to be submitted in separate sealed envelopes duly marked as **Commercial Bids**.

The only information regarding status of the evaluation of proposals that the team will give to any inquiring Bidder shall be whether or not that Bidder has been awarded a Contract. Company may, at its sole discretion, inform any inquiring Bidder of the reason(s) why it was not awarded the bid.

Company reserves the right to conduct a reverse e-auction after the completion of the RFP process, the schedule of which will be intimated later to all the qualified bidders. The company also reserves the right to seek clarifications basis which the bidder can be asked to submit the revised rate for any service(s).

2.5 RFP Terms and Conditions Applied to Final Contract

The terms and conditions of the RFP, including the specifications and the completed proposal, will become, at Company's sole discretion, part of the final Contract (the "Contract") between Company and the selected Bidder. In the event that responses to the terms and conditions will materially impair a Bidder's ability to respond to the RFP, Bidder should notify Company in writing of the impairment. If Bidder fails to object to any condition incorporated herein, it shall mean that Bidder agrees with, and will comply with the conditions set forth herein.

Any exceptions to the terms and conditions or any additions, which Bidder may wish to include in the RFP, should be made in writing and included in the form of an attachment to the applicable Section in the RFP.

2.6 Terms Binding on Bidder

Following the date for submission of proposals, and prior to Contract award, the RFP shall be binding upon Bidder in all respects for a period of 180 days from date of final proposal submission.

2.7 Hold Harmless

In submitting a proposal, Bidder understands that Company will determine at its sole discretion which proposal, if any, is accepted. Bidder waives any right to claim damages of any nature whatsoever based on the selection process, final selection, and any communications associated with the selection.

Company reserves the right to award the Contract to the Bidder(s) whose proposal is deemed to be the most advantageous in meeting the specifications of the RFP. In addition, Company reserves the right to add or waive any requirements contained in this RFP at its sole discretion with regard to proposals submitted. Company' decision on award of Contract shall be final and binding on all the Bidders.

This RFP does not attempt to be exhaustive. It should not be regarded as a formal prospectus. It is possible that some information required by the prospective service provider has been omitted. Furthermore, all information is provided in utmost carefulness, its accuracy cannot be guaranteed and no liability will be accepted for errors or omissions.

Company shall be at liberty to cancel the online RFP / online reverse auction process at any time, before ordering, without assigning any reason.

2.8 Confidentiality Provision

The terms of this RFP, the information provided by Company herein and all other information provided by Bidder in connection with the services offered to be provided by the Bidder pursuant to this RFP, are to be treated by Bidder as strictly confidential and proprietary. Such materials are to be used solely for the purpose of responding to this request. Access shall not be granted to third parties except upon prior consent of the Company and upon the written agreement of the intended recipient to treat the same as confidential. The Company may request at any time that any of Company's material be returned or destroyed.

2.9 Sub-Contracting

The services offered to be undertaken in response to this RFP shall be undertaken to be provided by the Bidder directly employing their employees, and there shall not be any sub-contracting, franchisee, contract to hire, consultant etc. arrangement done by the Bidder. The deputed person should be only on bidder rolls.

Sub-contracting (contractual manpower only) may be allowed for L1 support and End User Support except at Gurugram and Hyderabad, Mumbai, Bengaluru and Delhi. However, bidder has to provide details of services to be sub-contracted in response to RFP and Company reserves the right to approve the suggested sub-contracting model.

2.10 Term of the contract

The Company intends to enter into a long term relationship with a Service provider who can support the business operations for a period of 5 years. The Company will continue the contract for the said period based on the satisfactory performance of the Service provider and will maintain the right to exit with a prior notice of 90 days.

2.11 Acceptance of Proposals

The Company reserves the right to modify the terms of the RFP at any time at its sole discretion and the same will be uploaded on the website www.canarahsbclife.com. The bidders have to remain updated about the same from the website and Company will not be responsible for such information not being downloaded by the bidder. Subsequent to the submission of proposals, discussions and negotiations may be conducted with one or more Bidders, but there will be no obligation to receive further information, whether written or oral, from any Bidder not to disclose the nature of any proposal received.

This RFP should not be construed as an agreement to purchase products or services. The Company is not bound to accept the lowest price or any proposal of those submitted. Proposals will be assessed in accordance with the evaluation criteria.

a) The bidder is required to voluntarily disclose at the time of bidding if any of its sister concerns/group companies/relatives are directly or indirectly participating in this RFP.

b) All quotes to be supported by Copy of Pan Card, Certificate of incorporation, GST registration.

c) Company reserves the right to terminate the Agreement/ Contract in case Service Provider gets blacklisted by any other organization/Department of Government of India or State Governments during the course of supply of material or services, or is convicted in a legal/tax evasion case or on account of any other legal misconduct of the Service Provider, unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices. In such case vendor to ensure continuity of services till the hand-over process to new partner gets completed.

d) The bidder shall disclose if any of the bidder(s) are sister concerns/group companies/associates/affiliate entities or any of such entities employees/directors/ shareholders are applying for this RFP/RFP process. Further the bidder shall disclose if any of its sister concerns/group companies/associates/affiliate entities or any of such entities employees/directors/shareholders are related to the Company and/or to its employees/directors/shareholders.

e) Please submit the flowing document along with the proposal (to be shared later with shortlisted bidders)

Annexure –IV – Service Provider Profile form. Duly filled Vendor profile form along with the documents mentioned above in point b. The bidder is required to voluntarily disclose at the time of bidding if any of its sister concerns/group companies/relatives are directly or indirectly participating in this RFP.

Annexure V – Proposed draft Master Services Agreement (to be shared later with shortlisted bidders).

2.12 Evaluation and Selection

A committee will evaluate proposals against the mandatory criteria as detailed herein. Proposals meeting all the mandatory criteria will then be assessed and scored against the evaluation criteria. Company's decision on evaluation shall be final and binding on all the bidders. Bidders who qualify the evaluation criteria will be empanelled for services. Commercial bids will be opened for the empanelled bidders post technical evaluation. Any deviations from the skill set / experience / prerequisites/ requirements and/or the terms and conditions of the Tender Document shall be submitted explicitly along with convincing reasons in the format attached (refer Clause 4.3). Company will not provide any justification in case rejects deviation and Company reserves all rights to reject or accept any deviation.

In case the Bidder intends to notify any grievance or concerns pertaining to the fairness of the complete process including but not limiting to bid submission or selection of Service Provider then the Bidder may send an e-mail at whistleblower@canarahsbclife.in in giving requisite details for seeking any clarification.

2.13 Liability for Errors

While Company has used considerable efforts to ensure an accurate representation of all the details as is required for the proposed services, the information contained in this RFP is supplied as a guideline for Bidders. The information is not guaranteed or warranted accurate by the Company, nor is it necessarily comprehensive or exhaustive. In the event the Company finds that the objectives of the intended support and services is better achieved by processes/procedures other than those mentioned in this document, Company shall have the right irrespective of the fact whether it has already received proposals from intending bidders or not, to effect such

changes and enter into negotiations with one or more Bidders at its sole discretion for such changed/modified processes.

2.14 Acceptance of Terms

All the terms and conditions of this RFP shall be deemed to be accepted by the Bidder and incorporated in its proposal unless specifically notified otherwise.

2.15 Ownership of Proposals

All documentation, including proposals, submitted to Company will become the property of the Company.

2.16 Use of Request for Proposal

This document or any portion thereof, is the property of the Company and may not be used or copied for any purpose other than the submission of the Bidder's proposal.

2.17 RFP Schedule

Company advertises RFP on its website	19 September 2018
All inquiries/clarifications regarding RFP Schedule	26 September 2018
Pre-Bid Meeting - Clarifications on detailed RFP (Technical and Commercial)	28-September-2018
Bidders' deadline for submitting Technical and Commercial responses to RFP	9 October 2018 (EOD)

2.18 Delay in performance of the obligations by the Bidder

The shortlisted Bidder(s) must strictly adhere to the schedule, specified in the agreement to be executed between the Company and the Bidder(s) for performance of the obligations arising out of the agreement and any delay will enable Company to resort to any or both of the following:

- i. Time and date stipulated for onboarding of resources, transition and commencement of full operations is the essence of the contract.
- ii. If any part of the contract is not satisfactorily remedied within reasonable time, Company may proceed to do the work at Bidder's risk and expenses without prejudice to any other contractual rights, which Company may have against Bidder in respect of any such non performance.
- iii. Poor quality and non completion of agreed numbers can attract penalty.

3.0 Proposal Preparation

This section defines the proposal preparation and submission procedures, which are to be followed by all Bidders. Bidders are advised to carefully read and follow the procedures required by this RFP. Please note that deviations may be cause for rejection of your proposal.

3.1 Proposal Format

As part of the Bid submission, the Bidder shall provide other details, and shall also adhere to the instructions mentioned below:

- a) Bid submission will be electronic mode prices to be separately in hard copy in envelope
- b) Bidder's name and address, Bidder's telephone number, email address and a contact person.
- c) One page letter of introduction identifying the Bidder and signed by the person or persons authorised to sign and bind the Bidder to statements made in the proposal. The returned RFP will be referenced as an attachment if/when a contractual agreement is executed. This document has to be uploaded and mapped with this corresponding schedule.
- d) Please follow the format of this RFP, placing answers in the text box immediately after sections requiring responses. Please do not enter any information into any part of this document other than the boxes provided. The boxes can be expanded to accommodate responses of any length.
- e) No changes to the lines, format or structure of this document is permitted. Changing the documents in any way, other than inserting the required information, shall be considered cause for your Company's disqualification from further analysis and participation in the RFP Process.
- f) Any additional information, brochures, etc., can be provided at the discretion of the Bidder and should be clearly labelled and uploaded.
- g) Bidders to submit the draft agreement copy along with the *RFP response*.

3.2 Notification of Changes

All recipients of this RFP will be notified of any changes if any made to this document prior to the due date of submission of proposals through our website www.canarahsbclife.com.

3.3 Changes to Proposed Wording

The Bidder will not be permitted to change the wording of its proposal after submission to the Company. No words or comments will be added to the general conditions or detailed specifications unless requested by the Company for the purposes of clarification.

3.4 Bidder's Expenses

Bidders are solely responsible for their own expenses in preparing and submitting a proposal to the Company.

3.5 Currency and Taxes

Prices quoted are to be:

- In Indian rupees;
- Exclusive of all taxes.

3.6 Completeness of Proposal

By submission of a proposal, the Bidder warrants that all components required to manage the program have been identified in the proposal or will be provided by the Company at no charge.

4.0 Scope

The company is in the process of identifying suitable Service provider who can provide services in IT End User and L1 Application Support Services having proven track record for providing such services.

The Service Provider shall provide administration, management, maintenance and support of the current operational environments and associated infrastructure elements at all in-scope locations as per guidelines and policies as defined or agreed by the Company.

The detailed scope of mandatory services is given below in **Annexure-I**

4.1 Criteria

The purpose of this section is for Bidders to provide information and demonstrate to the Company that its services offering satisfy Company's requirements (Detailed given in **Annexure-II**).

The bidder should also demonstrate that it has the financial and organizational infrastructure to fulfil the fundamental requirements set out in this RFP. Bidders not meeting them or not demonstrating that they do meet them may not receive further consideration during the evaluation process. .

Wherever applicable copies of relevant documents / certificates must be submitted as proof in support of the claims made for each of the above mentioned criteria. The Company reserves the right to verify / evaluate the claims made by the bidding organizations independently.

4.2 Pricing Model

Detailed Pricing Model is attached as **Annexure-III**

4.3 Deviation Sheet

Deviations from Technical Specifications and Terms and Conditions of the Tender should be provided in the below format

Sl No	RFP Document Clause	Technical Specification or Terms and Condition in the RFP document	Deviation	Reasons and whether deviation adds to the operational efficiency in case of the systems
1				
2				
3				
4				
5				

Note: Deviations from any of the terms and conditions of the tender document should be specified

If any deviations from the technical specifications are warranted, reasons for such variations should be specified and if such deviations/ variations add to improvement of the overall performance of the systems, those should be specifically mentioned and supported by relevant technical documentation as specified above.

4.4 Compliance

The shortlisted bidder(s) agrees to comply with all applicable laws during the entire period of contract.

4.5 Contract

The Contract / Agreement (i.e., MSA) to be signed with the selected bidder(s) shall be as per the format of the Company (Draft agreement is attached as Annexure-V)

Annexure-I

Scope of Services - IT End User and L1 Application Support Services

Canara HSBC Oriental Bank of Commerce Life Insurance Co Ltd (Company) is a life insurance company operating in the Indian market with its Head Office in Gurugram. There are 25 hub locations and 10 micro-hub locations to support the Pan Indian operations of the company. Company has released this RFP with an objective to award the following services under two groups to competitive and experienced service provider /s for services at a Pan India level for a period of three years.

- **Group A (Annexure B)** : IT Service desk, Remote support, Desk-side & Premier support, Logistics & Mobility
- **Group B (Annexure C)** : Batch Operations & L1 Application support for multiple applications

Company reserves the right to award Group A (Annexure B) and Group B (Annexure C) separately to different bidders or together to one bidder. Company's head office is in Gurugram which is also the primary data center location. BCP location is in Hyderabad. List of Company Branch offices if given below

Branch (Hub) Locations	
S.No	Location
1	Agra
2	Ahmedabad
3	Amritsar
4	Bhopal
5	Chandigarh
6	Chennai
7	Coimbatore
8	Dehradun
9	Guwahati
10	Karnal
11	Lucknow
12	Ludhiana
13	Madurai
14	Mumbai
15	Patna
16	Pune
17	Trivandrum
18	Hyderabad-BCP
19	Bhubaneshwar
20	Calicut
21	Hubli
22	Jaipur

23	Kolkata
24	Delhi
25	Bangalore
Micro Hub Locations	
S.No	Location
1	Thane (Maharashtra)
2	Trichy (Tamilnadu)
3	Salem (Tamilnadu)
4	Vijaywada (Andhra Pradesh)
5	Bellary (Karnataka)
6	Mangalore (Karnataka)
7	Bhatinda (Punjab)
8	Ranchi (Jharkhand)
9	Durgapur (West Bengal)
10	Varanasi (Uttar Pradesh)

Bidder is required to propose a onsite SLA based service delivery model to achieve best possible cost and operational efficiency. Additionally, bidder to specify onsite resource count.

Processes to be Managed

IT Service desk

Incident Management

Problem Management

Change Management

Configuration Management (End User Devices only)

Employee On-boarding and De-boarding including Identity & Access provisioning & de-provisioning

Asset & Logistics Management (including Software Asset Management)

L1 Application Support management - all applications (refer **Annexure A** for current list of applications & details thereof)

Remote Support & Mobility support management

End of Day Processing - Batch Operations

Application administration along with L1 App Support for few Finance and Sales apps.

AMC of Out of warranty end user assets - Laptops / Desktops / Tabs / Thin Clients / Printers - End User Asset is provided in separate **Annexure D** (Hardware Inventory).

Service Window * for the above mentioned scope for Group A & Group B is

0700 to 2130 hrs on Mon to Fri

0900 to 1800 hrs Saturdays & Sun

Month End, Quarter End and Year End extended support running into night support

Batch operations : Mon to Fri - 24x5, Sat - 0600 to 2300hrs, Sun - 0800 to 2000hrs

* Logistics team is required to work from Mon to Sat.

* Bidder is expected to quote for operating additional night shift separately in the pricing sheet attached.

* Bidder has to take care of transport requirement for odd shift / night shift timings. No transport will be provided by the Company.

Performance Management

A single point of contact is required in both the groups. He/ She will be responsible for interacting and coordinating with the Company team and will be accountable for delivery of all services.

Response TAT of 30 minutes and resolution TAT as per below matrix

Severity	Description	Response time	Resolution Time
Severity 1*^	> 40 % of the total associates are impacted for production or any security breach noted.	30 Minutes	1 Hour
Severity 2	< 40 % of the total associates are impacted for production, slowness in application etc.	30 Minutes	2 Hour
Severity 3	Single user is impacted but no production Impact.	30 Minutes	3 Hours
Severity 4	Planned tasks and projects for all the processes	30 Minutes	3 Days
Severity 5	All the Printer Cartridge Requests.	30 Minutes	7 Days
Application Support SLAs			
High	Financial/Regulatory impact	30 Minutes	1.5 Day
Medium	Non-critical business process	30 Minutes	3 Days
Low	Data extraction requests	30 Minutes	5 Days

Support KPIs (Not limited to)

KPI	Performance Measure	Benchmark
KT during resource replacement	Minimum KT Duration met	3-4 weeks
Error Rate leading to rework/iterations	%of tickets re-opened or resulted in further incident tickets	1% tickets resolved

Recurring issue reduction	Implementation of initiatives for Ticket reduction	5 % of monthly tickets on Half Yearly basis
Applications & Services availability to business	Uptime	> 99%
Response Time Adherence	30 Minutes	> 99%
Resolution Time adherence	As per matrix above	> 99%
First Call Resolution(FCR)	Ticket %	1 st Year – 25% 2 nd Year– 35% 3 rd Year – 45%
Customer Satisfaction (half early)	Rating	Rating at onset of engagement to be maintained and improved

Locations to be supported

In addition to the locations mentioned above our users exist on the below mentioned locations who are supported by the remote support team. While all these locations / users will be supported through the remote support desk, visits to any of the branch / hub / micro-hub / non hub locations for End user support will be on call basis and billed separately as specified in Pricing Sheet. Price quoted for the visit will be valid for On call support requirement for full day in any of the listed locations.

NON BRANCH LOCATIONS	
S No	NON HUB LOCATION
1	Ambala Cantt
2	Bikaner
3	Bulandshahar
4	Firozpur
5	Hamirpur
6	Hissar
7	Hoshiarpur
8	Jalandhar
9	Jodhpur
10	Kota
11	Muzaffarnagar
12	Nawanshahar
13	Rajpura
14	Rohtak
15	Snganganagar
16	Haldwani
17	Davanagere
18	Etah
19	Chitradurga
20	Koppal

21	Palakkad
22	Durgapur
23	Faridabad
24	Gurdaspur
25	Indore
26	Patiala
27	TarnTaran
28	Phillaur
29	Varanasi
30	Vijaywada
31	Yamunanagar
32	Sangrur
33	Cochin
34	Dehradun
35	Goa
36	Meerut
37	Nagpur
38	Raipur
39	Ranchi
40	Surat
41	Vadodara
42	Aligarh
43	Bellary
44	Mallapuram
*20 More locations	

Partner to do Heat map analysis and recommend staff availability onsite & repeat analysis minimum every quarter and realign support services. A 3 month ticket dump will be shared with the prospective bidders.

Year-end and Month-end business processing is expected to have higher business volumes and extended support requirement in insurance industry. Further data entry operations are carried out during night. Support is expected on such occasions.

Company has approximately 3,600 users of IT systems and services. Power users amongst the users are approx 55.

Application Support Workflow

L1 Support

- Receiving the requests from users and logging the same in the ticketing tool
- First level analysis of the request
- Resolving the L1 level requests/issues

- Classification of requests as L1 /L2 / L3 and assignment to technician
- Responding on the request status to users

L2 Support

- Functional guidance
- Resolving the request/bug / issues
- Testing of fixes/configuration changes for resolution

L3 Support

- Configuration changes / enhancements
- Guidance & support
- Fixing issues arising out of enhancement implementations
- Testing of Enhancement/Configuration changes
- SOP for recurring activities planned at L1/L2 level

Support Framework

- Take timely actions in agreement to replace person upon negative feedback and discussion thereon with Company.
- Service provider resources may use Company provided Helpdesk ticket tracking and monitoring tools. In case service provider plan to use any other tool, will have to either migrate the data from/to Company tool or transfer tool ownership to Company. The Service provider shall confirm that there are no known vulnerabilities/ exploits and backdoors.
- Service provider resources should track and document actions appropriately on tickets in tool.
- Service provider resources will be made available for extended working hours to support in case of month ends, change implementation and any contingency beyond regular office working hours.
- Service provider Team will update SOPs and respective documentation, with the changes made during the term of contract
- Service provider will provide weekly/monthly/ad-hoc/on demand progress reports on the status of the tickets/activities.
- Application/tools/software installation to be performed with due diligence of license entitlement.
- In case of Service Provider plan to use tools owned by them, transfer tool ownership to Company at end of engagement. The Service provider shall confirm that there are no known vulnerabilities/ exploits and backdoors.

Transition

- Transition period (up to 1 months) to be specified in plan and service provider to mandatorily ensure completing transition on time and reduce cost for parallel running.
- Transition to include minimum one month of shadow support for critical towers.
- Documentation built during transition to be uploaded to Company document repository
- Reverse KT sessions to be conducted and feedback addressed within transition period
- Service provider should have plan for “hostile takeover” if need be.

Annual Project Estimation - In addition to the BAU, teams will end up taking projects from time to time, estimated effort is given below

Domain	Examples	No. Of Projects	Effort (Person Days)
End User Support, Quality	Physical Asset verification, Physical upgrade management, Physical patch management, Physical configuration management & rollout, Audit Support Checklist Reviews, Quality & Training initiatives, Stale entries review & corrective action	24	550
Application Administration	Application installation & support. HTTP Server upgrade Version Upgrades	5	25
Batch Processing	Self Service enablement. Agent installation and configuration for new application integration.	5	25

Ticket Volume

Quarterly Ticket volume for one year (July, 16 to June, 17) is provided with segregation. Further, Company support ticket dump for 3 months will be provided on request.

Quarter	Q1	Q2	Q3	Q4
Domain	Indicative Ticket Volume for One business Year			
Application Administration	426	211	196	176
Cognos Application Support	347	445	600	501
Filenet/Work flow Application Support	405	351	496	383

L1 Application Support	1116	1809	1816	2171
Non-core Application Support	225	188	260	307
PeopleSoft Finance Support	364	492	291	216
Portal Application Support	384	449	598	765
EOD batch processing	659	691	741	647
Desktop Engineers	3495	3328	3232	3425
Enterprise Database Management	1515	1620	1653	1660
Enterprise Server Management	4741	4701	5340	5402
IT Security	1588	1150	863	886
User Access Management (ITSD)	439	436	339	699
Lead Management (ACT) Support	393	871	889	1362
MyEzXss(IDAM)	456	494	655	590
Remote Desktop Support	1082	1844	2343	2753
Telecom\Network Support	952	1049	1416	1402
Portal Administration	561	563	502	669
Total	19757	21412	23071	24811

List of Tools and Software (Reference Only)

Type	Tool/Software	Version	Usage Description
DB Tool	Toad	6.0	Browse DB2 DB
DB Tool	Data Studio	4.1	Browse DB2 DB
DB Tool	DB2 Data Server Manager	2.0	Administer DB2 Systems
DB Tool	Oracle Enterprise Manager	12c	Administer Oracle systems
DB Tool	Management Studio	2008/2016	Administer MS SQL Systems
Tool	Filezilla		File browser
Tool	IPswitch FTP		File transfer
Tool	Putty/Wincp		Unix connectors
DBMS	IBM-DB2	10.5	DB2 for applications
DBMS	Oracle	12c	Oracle for applications
DBMS	MS-SQL server	2008/14/16	SQL Server for Tools
DBMS	MYSQL		SQL for Tools/applications
DBMS	IBM-Change Data Capture	10.2	Data Replication
Tool	BMC - Control M	9	Tool for batch job automation
End User Services	ManageEngine	Service desk plus ver 9.0	Ticketing tool
End User Services	Webex		Remote connection
Security tools	Wireshark/Putty/Winscp etc		For Troubleshooting issues
Windows Std / Ent 2008	OS	2008	Operating System
Windows Std /	OS	2012	Operating System

Ent 2012			
WS_FTP Server	Software	8	File transfer
Vmware	OS	5.5	Server Virtualization
Userlock	Software	8	Concurrent Login Session Control
Insync	Software	5.8.2	High Profile Laptop User's data backup
Propalms	Software	7	Mfund application Virtualization
Tivoli Endpoint Manager Patch Management	Software	9.2.2	Patch management
CA ARCserve	Software	16.5	Fileshare Replication in Dr
SolarWinds Server & Application Monitor	Software	6.2.2	Server Health Monitor
Lepide Auditor	Software	15.3	Fileshare Audit
Netwrix Auditor for Active Directory	Software	8.5	Aactive Directory Auditing and object restoration
Citrix XenDesktop	Software	6.5	Desktop Virtualization
Citrix NetScaler	Appliance	10.5	Internet User's Desktop Virtualization Management
Enterprise Vault	Software	10.0	Email Archiving and journaling
IBM Domino	Software	9.0.1	Email Server
Lotus Client	Software	9.0	Email Client
AIX	OS	7.1	Operating System
AS400	OS	V7R1	Operating System
Compuware	Software	5.6	Application Monitor
Commvault	Software	11	Backup management
Tivoli TSM	Software	7.1.1	Backup management
Remote Connect	Putty	r8901	To connect linux server.
Remote Connect	Winscp	4.0.3	To connect linux server for placing IVR files
Media Player	Media Player	12.0.7601.23517	To listen IVR prompts
Web Browser	Internet Explorer	IE9/IE11	To run web based application.
Net Sense Automator	Software	5.0.0	The Automater is a program which is comprised of a series of individual Cisco Scripts used to backup process of devices.
Aria	BCP Recording		Delhi and Hyderabad branch

Termination of Services

Company will have rights to terminate Services with a notice period of 2 months to service provider. On separation, service provider to ensure reverse transition of people, tools, procedures and processes.

Miscellaneous Requirements

- The resources provided by Bidder shall conduct themselves in ethical manner and shall in no point in time act in an unprofessional manner. Further such resources shall ensure that the Confidential Information of the Company that they come across during the course of service shall only be used for the purposes of the agreement and in no point in time shall be involved in data theft or unauthorized disclosure of Confidential Information to any third party. Bidder and its employees shall comply with all applicable laws as they relate to Bidder's provision of Services while performing the services under this SOW.
- Regulatory bodies & the Company will have the rights of audit and inspection as per applicable laws. Any audit and inspection hereunder shall at times be subject to the limitations set forth under Article 6 (Inspection and Right to Audit) of the Agreement.
- Company will have the right to access all books, record and information of Bidder with respect to the Services under this SOW only.
- Upon the expiry or termination of this Agreement, Bidder shall if requested by Company provide all reasonable and necessary assistance to Company in the orderly transfer of the Services as mutually agreed between the Parties.
- On termination of the SOW, all confidential information and intellectual property belonging to the Company shall be returned back to the Company.
- Support internal audit as per Audit calendar, external audit and Risk Control Self-Assessment exercise.
- Bidder to align resource calendar with Company calendar
- Time for provisioning of new servers.
- Formulation of Secure Configuration Document & Secure Coding Guidelines for any new devices/ information assets being procured / new coding languages.

Annexure A - List of Applications

b) List of Applications

Application	Type	Description	Deployment	DR	Current User Base	Tech Stack	Support (L1,L2, Admin)
Renova	Client Server Application	Re-Insurance Application Used for Retails as well as Group Business. Used by Actuarial as well as Underwriting and Claims functions in Service Delivery.	Off-the Shelf Product	Active /Passive	25	OS- Windows 2008, Database - Oracle 12c	L1
Prophet	Client Server Application	Application used for Insurance Product Design and Analysis	Off-the Shelf Product	Active /Passive	32	OS – Windows 2012, Excel Macros,	L1, Admin
PeopleSoft -Finance & Procurement	Web Based Application	People Soft-Finance is used by Finance and Procurement functions. In addition it is used for Expense payouts of Company Staff.	Off-the Shelf Product	Active /Passive	Financ en -40 Procurement -60 Epay - 2200	OS- Windows 2008, WEBLOGIC, ORACLE 12C	L1
Oracle Fusion	Web Based Application	HRMS is used for Core HR operations, Absence management and Performance Management.	Cloud	N/A	2200	Serviced via Website accounts	L1
E-Live LMS	Web Based Application	Learning and Development application for internal use.	Off-the Shelf Product	N/A	2200	OS- Windows 2008, Database – MS SQL Server 2008	L1
CRM Tool (ITService Desk)	Web Based Application	Ticketing and tracking tool for service requests and issues reported to IT team.	Off-the Shelf Product	Local HA	2800	OS- Windows 2008, Database – MS SQL Server 2008	L1

Prowess	Cloud Service	Database of Financial Performance of Indian companies.	Service	NA	40	Serviced Website account via	L1
Crisil Bond Valuer and CRISIL Services	Client Server Application	Crisil Bond Valuer is a CRISIL application used for validation of Bonds. Other Services from CRISIL are also included.	Off-the Shelf Product	Active /Passive	40	Oracle .Net 12c,	L1, Admin
Capitaline Database	Cloud Service	Corporate Database of Indian companies.	Cloud Service	NA	40	Serviced Website account via	L1
M-Fund Application Suite	Client Server Application/ WEB based(Delaing)	Application for management of funds launched for various insurance products, stock market dealing and NAV generation.	Off-the Shelf Product	Active /Passive	40	OS- Windows 2008, Database – Oracle 12c, IIS,	L1, Admin
Barra one	Cloud Service	Risk Assessment system for Portfolio Management	Cloud Service	NA	40	Serviced Website account via	L1
Bloomberg	Cloud Service	Bloomberg Terminal is real-time online tool for financial information providing access to News, Communications, analytics, and charts of stocks.	Cloud Service	NA	40	Serviced Website account via	L1
Reuters Messenger	Cloud Service	Enterprise grade real-time collaboration and instant message system.	Service	NA	40	Serviced via Website account	L1

Bilav Tracker	Cloud Service	Tracker providing information on corporate actions about indian companies listed on NSE and BSE.	Service	NA	40	Serviced via Website account	L1
Ticker	Cloud Service	Analytics platform for real-time market information on domestic and international markets.	Service	NA	40	Serviced via Website account	L1
AML	Web Based Application	Anti Money Laundering system used for tracking alerts generated against	Off-the Shelf Product	Active /Passive	45	OS- Windows 2008, Database – MS SQL Server 2014.APACHE TOMCAT	L1
Contract Management System (Legal & Compliance)	Web Based Application	Tracking system for contracts	Off-the Shelf Product	NA	20	OS- Windows 2008, Database – Oracle 12c.WEBSPHERE APPLICATION SERVER, APACHE TOMCAT	L1
Aspect Call Center	Service	Call Center solution	Off-the Shelf Product	Active /Passive	150	ASPECTCALL CENTER SOLUTION	L1
Oasis	Standalone Application	Sales Illustration System used for generating business illustrations (BI).	In-house developed	NA	1800	NA	L1
ACT	Web Based Application	Lead and activity tracking system used by Sales Staff.	Off-the Shelf Product	NA	1800	APACHE,TOMCAT,MYSQ L,PROPERTY MIDDLEWARE,MDM, Silverlight,	L1

Ingenium	Web Based Application	Core Policy Administration system used for Retail business. Covers Product definition, Proposal entry, monthiversary processing, unitization, accounting and basic claim processing.	Off-the Shelf Product	Active /Passive	500	OS – AIX 7.1 Database – DB2 10.5 AESE, Web Sphere, Cobol, CICS, IBM HTTP SERVER, HP PROPERITER Y API'S	L1
Filenet	Document repository	Content Management system to store documents pertaining to customer proposals and communication.	In-house developed	Active /Passive	600	OS – AIX 7.1 Database – DB2 9.7 ESE,	L1
Group Asia	Mainframe Application	Core Policy Administration system used for Group business. Covers Product definition, Proposal entry, monthiversary processing, accounting, basic claim processing.	Off-the Shelf Product	Active /Passive	200	OS – Z/OS AS400 Database – DB2 – SQL400	L1
ODES System	Client Server Application	Data Entry System for Retail Proposals in offline mode. Subsequently data files are generated to upload into	Off-the Shelf Product	NA	100	OS- Windows 2008, Database – MS SQL Server 2008	L1
STP Gate Navigator	Cloud Service	STP Gate Navigator is secure transaction Processing Gateway.	Service	NA	40	Serviced via Website account	L1

Cognos (MIS, BI & Letters)	Web Based Application	Application using Cognos tool for MIS reports generation, Customer communication letter generation and Business intelligence.	In-house developed	Active /Passive	600	OS – AIX 7.1 Database – DB2 10.5 AESE, Cognos	L1
Workflow	Web Based Application	Workflow application for Service Delivery team for New Business as well as Policy Servicing processing.	In-house developed	Active /Passive	120	OS – AIX 7.1 Database – DB2 10.5 AESE,	L1
Website	Web Based Application	Company website having company information, insurance product details, links to various online systems and information to be published for meeting regulatory requirements.	In-house	Active /Passive	NA	OS – AIX 7.1 Database – DB2 10.5 AESE, WPS	L1
Customer Portal	Web Based Application	Application for customer servicing after issuance of policies.	In-house	Active /Passive	NA	AIX, DB2 10.5, Web Sphere portal.	L1
Online Sales – Term		Online application submission for Term Insurance Product.	In-house		NA		
Online Payment		Online renewal premium payment.	In-house		NA		
ATS (Internet)		Application Tracking System for sales team	In-house		NA		
CHOICENet	Web Based Application	Distributor portal for channel partners	In-house	Active /Passive	6000		L1

ATS (Intranet)	Web Based Applicati on	NA	In-house	Active /Passi ve	400	AIX, DB2 10.5, Web Sphere portal.	L1
FEP		Front end portal for Basic Proposal data entry and Collection of premium	In-house		400		
CIMS		Customer interaction management system	In-house		400		
PMS		Persistency Management System	In-house		400		
U/W Work Sheet		Underwriting worksheet portal for retail proposals integrated with Ingenium application	In-house		100		
CANH Live	Web Based Applicati on	Share point application used as document repository. Also it has several non core small applications developed to assist in tracking of action items.	In-house	NA	2200	Win2008, SQL Server, MS Sharepoint.	L1
MyCHOIC e	Web Based Applicati on	Intranet application for communications	In-house	NA	2200	OS- Windows 2008, Database – MS SQL Server 2008	L1

mCHOICe	Mobile Application	Point of sale application for Sales Team	In-house	Active /Passive	2000	Phonegap, MDM,	L1
mNews	Mobile Application	News portal for employees	In-house	NA	2000	MongoDB, Apache, Native Android, MDM	L1
Distributor App	Mobile Application	Application tracking System for Distribution channels	In-house	Active /Passive	2000	Phonegap, MDM	L1
MyEzXss	Application	Identity access management tool	Tool	Active /Passive	3000	IBM IDAM	L1
Aspect	Client Server	Call Center solution	Customized	Active /Passive	150	OS- Windows 2008, Database – MS SQL Server 2014.	L1
Solarwinds	Client Server	Monitoring of Servers and Network Devices	Tool	NA	20	OS- Windows 2008, Database – MS SQL Server 2014.	L1
Radius	Client Server	Remote Authentication Dial-In User Service for remote access usage.	Tool	NA	5	Radius	L1
Avaya	EPABX	2 Avaya Server(One in HO and other one in Hyderabad)	Tool	Active /Passive	1000	Avaya product	L1
Cube	Call accounting server	At HO and DR	Tool	Active /Passive	15	Cube product	L1

SMS	SMS Application	Sending and receiving SMS	Off-the Shelf Product	Active /Passive	10	OS- Windows 2008, Database – MS SQL Server 2014.	L1
Wealth Management App	Mobile Application	Wealth Management Application for customer need and product recommendation analysis	In-house	NA	2000		L1
Control-M	Workload Scheduled	EOD Batch Processing configuration and execution tools	Off-the Shelf Product	Active /Passive	25	OS- Windows 2008, Database – Pstgre.	L1, Admin

Annexure B - Group A Support Responsibilities

Typical work steps are mentioned below. Bidder may rationalize (combine or split) them while making proposals.

Common across all verticals and domains	BAU	<p>Daily morning before business hours start check all application functionality which are published in Company premises</p> <p>Submit report of status all application to management and highlight if found any discrepancy</p> <p>License management ,deployment not exceed to entitlement and proactive basis to highlight management to procure shortfall license</p> <p>Monthly password maintenance and scheduling</p> <p>Review reports / Call log with OEM for support</p> <p>Investigation and resolution for incidents and problems</p> <p>User access management and review</p> <p>BCP related IT Operation, Drill and Support</p> <p>Performance Monitoring and tuning</p> <p>Patches deployment on testing as well as production servers</p> <p>User log Monitoring</p> <p>Periodic reporting and alert configuration</p> <p>Capacity Planning</p> <p>New Implementation Planning and implementation</p> <p>Restoration test planning and execution</p> <p>Monthly password changes of admin accounts</p>
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Roles and Responsibilities for IT support specific to each vertical are given below:

Domain	Services	Support activities
End-user computing	Desktop management services (Including Power User Support & Remote Support)	A)
		1. Operating Systems (OS) installation / re-installation, upgrades and patches for desktops
		2. Troubleshoot Network connectivity (LAN) issues
		3. Installation of desktop and hardware like CD-ROM, soundcards, etc
		4. Software installations such as MS-Office, Acrobat Reader, mail client etc.
		5. Desktop / Laptop readiness
		6. Installation of anti-virus on desktops and remove Virus
		7. Configuration of Print devices (network and local) on desktops
		8. Co-ordinate with vendors for support
		9. Help build the site knowledgebase by recording relevant calls details.
		10. Escalate calls to technical specialists on time to enable closure within SLA
		11. Installation of Core build and applications specific to a particular business unit.
		12. Periodic preventive maintenance
		13. Assist in Projects for various functions
		14. Duplicate Internet ID's Deletion
		15. Owner Details for Generic Email ID's

Lead		16. List of all Generic IDs of Ingenium & MyCustomer Applications
		17. BYOD Up-gradation
		18. Inactive agents Feb 2014 update
		19. MAC Address Validation
		20. Safeboot versions to be updated
		21.. Checkpoint and Websense Activity
		22. Insync & Userlock Activity
		23. User AD Password Reset / Unlock Id's
		24. Safeboot User Binding Machine Recovery, User Recovery, User Password Reset
		25. .RSA Token (Regeneration, Creation, Password Reset)
		26. User Management - HP MPS (MFD Printers)
	IT Service desk services	1. Call Management (Logging, categorizing, allocating, follow-up, updating user, closure, resolution in ticket logging tool).
		2. SLA Management.
		3. Escalation to all stakeholders
		4. User communication through Notification
		5. Be a single point of contact for users and own the call end to end
		6. Prioritize calls based on severity definitions
		7. Efficient call Allocation to engineers
		8. Update customer on engineer's expected arrival time
		9. Update customer on any delays
		10. Logging & follow-up of vendor calls
		11. Call Escalation as per defined escalation matrix
		12. Contribute to knowledge base and also ensure high usage of KB
		13. Generate & submit the Daily/ Weekly/ Monthly reports as per requirement.
		14. L1 technical capability to handle first call resolution
	IT Logistics support	1. Asset allocation, movement and redeployment
		2. Asset Tracking
		3. Assets Inventory Update
		4. Maintain Stock ledger
		5. Asset Maintenance (repair of faulty spares, providing stand-by)
		6. Preparation of Asset Management related reports
		7. Ensure that all activities assigned by the reporting manager is completed on target
		8. Manage vendors escalations for AMC vendors
		9. Report on vendor performance
		10. All PO to be raise on time, follow up with vendor till delivery of asset.
		11. Software licensing management.
	Lead (Branch Operations Coordination and Support)	1. Single point of contact for all Branch engineers
		2. Engineer Tracking at HUB Locations
		3. Call logging, ticket generation, tracking and closure at Hub Locations.
		4. Branch Manager Coordination / Support coordination at Hub locations

		5. On call support coordination
		6. Log both proactive and reactive incident calls
		7. Provide L1/L2 Support
Service desk lead		8. Provide solution for Service incident resolution.
		9. Diagnostics & Root cause analysis
		10. Restore normal service operation at HUB locations as quickly as possible.
		11. Ensure best possible levels of service quality and availability.
		12. Call Escalation to relevant groups or vendors.
		13. Act as a escalation point for customer (Branch Manager)
		14. Ensure process adherence at Hub Locations.
		15. Remote Support
		16. Projects
		1. Training to ITSD team member.
		2. Prepare Induction docket & giving induction to new joinees.
		3. Surprise ITSD audit to ensure zero error.
		4. Tracking & monitoring of the engineers to ensure SLA adherence.
		5. Periodic Audits within the team
		6. Act as an ITSD team lead.
		7. Data Mining
		8. Monthly Dashboard
		9. MIS & Report for different domain in IT.
		10. Problem Management
		11. Analysis to reduce downtime.
		12. Productivity & Load analysis of manpower.
		13. Training to ITSD team member.
		14. Prepare Induction docket & giving induction to new joinees.
		15. Surprise ITSD audit to ensure zero error.
		16. Tracking & monitoring of the engineers to ensure SLA adherence.
Billing and Contract Management		
		1. Management of all SOW and Service Agreements in adherence of Procurement Policies
		2. Processing of Purchase Requisitions in PeopleSoft.
		3. Keeping a track to ensure that all the materials are delivered as per the time frame mentioned in the purchase order.
		4. Key person between Vendor & Finance team resolve the issue for the vendor payments.
		5. Vendor Tracking, Vendor Management and Vendor Development.
		6. Provisioning of Monthly Expense.
		7. Interaction with Finance team to ensure timely payouts.
		8. Documentation and record all Purchase order & SOW on Company portal.
		9. Tracking the all Project expenditure (IT Delivery & Operations)

		10. Process the all IT payment (Networks, Hardware, Recurring & Non-Recurring, AMC, Software etc)
		11. Spoc of IT Payments.
Mobility & BYOD		12. Consolidated Annual Technology Plan (ATP) Wise Timesheet every month. (IT Delivery)
		13. Maintain the MIS of ATP Expenditure(IT Delivery)
		14. Maintain the Manpower forecast (IT Delivery) for the Budgeting.
		15. Tracking HO & Hub operational expenses.
		16. MIS Report for Billing & Payment & Budgeting Tracking.
		17. Tracking the all invoices for the payment process.
		1. Attend tickets for L1 support activities like “Upload Agent & Branch details into business application”, etc.
		2. Attending Users access requests
		3. Attend calls related to application issues.
		4. Address ad-hoc data requirement/ queries .
		5. Preparing Weekly and monthly dashboards .
		6. Supporting Year End and month end support activities.
		7. Provide request resolutions within agreed SLAs
		8. Take KT on L1 activities and keep documentation up-to-date
		9. Periodic review and analysis of support tickets, to identify improvement and streamlining opportunities
		10. Ensure application availability during designated business hours and arrange extended availability/support
		11. Review of validation/integrity checks/reports for pro-active monitoring
		12 Access Creation
		13. Access Deletion
		14. Access review
		15. Periodic Reconciliation
		16. Peoplesoft L1 Activities
		17. LSA management and periodic review
		18. Onboarding/de-boarding
		19. Active Directory L1 activities
		20. Application list is provided in RFP

Annexure C - Group B Support Responsibilities

Typical work steps are mentioned below. Bidder may rationalize (combine or split) them while making proposals.

Common across all verticals and domains	BAU	<p>Daily morning before business hours start check all application functionality which are published in Company premises</p> <p>Submit report of status all application to management and highlight if found any discrepancy</p> <p>License management ,deployment not exceed to entitlement and proactive basis to highlight management to procure shortfall license</p> <p>Monthly password maintenance and scheduling</p> <p>Review reports / Call log with OEM for support</p> <p>Investigation and resolution for incidents and problems</p> <p>User access management and review</p> <p>BCP related IT Operation, Drill and Support</p> <p>Performance Monitoring and tuning</p> <p>Patches deployment on testing as well as production servers</p> <p>User log Monitoring</p> <p>Periodic reporting and alert configuration</p> <p>Capacity Planning</p> <p>New Implementation Planning and implementation</p> <p>Restoration test planning and execution</p> <p>Monthly password changes of admin accounts</p>
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Roles and Responsibilities for Batch Operations & L1 Application support for multiple applications specific to each vertical are given below:

Services	Support activities
Application Support (ACT, L1 , IDAM, ALL Apps)	1. Attend tickets for L1 support activities like “Upload Agent & Branch details into business application”, etc.
	2. Attending Users access requests
	3. Attend calls related to application issues.
	4. Address ad-hoc data requirement/ queries .
	5. Preparing Weekly and monthly dashboards .
	6. Supporting Year End and month end support activities.
	7. Provide request resolutions within agreed SLAs
	8. Take KT on L1 activities and keep documentation up-to-date
	9. Periodic review and analysis of support tickets, to identify improvement and streamlining opportunities
	10. Ensure application availability during designated business hours and arrange extended availability/support
	11. Review of validation/integrity checks/reports for pro-active monitoring
	12 Access Creation

		13. Access Deletion
		14. Access review
	Applications Support (Ingenium)	15. Periodic Reconciliation
		16. Peoplesoft L1 Activities
		17. LSA management and periodic review
		18. Onboarding/de-boarding
		19. Active Directory L1 activities
		20. Application list is provided in RFP
		Application portfolio will change as per organization plan for launch/ consolidate/demise applications.
		1. Batch job execution support in all testing regions, which includes, UT, ST, SAT, UAT, Staging IU1 & IP1.
		2. Deployment in all testing region, which includes, UT, ST, SAT, UAT, Staging IU1 & IP1.
		3. Production movement - Shared support for Production support team during the code deployment for Ingenium app.
	Application Support for Investment applications (Mfund)	4. Clear Case version management, View creation & Report building
		5. Profile Creation - Not regular
		6. Data Dictionary updates.
		7. User Id's creation in testing regions
		8. DB2 monitoring for Ingenium app.
		9. Making Ingenium Application Up / Down in all testing regions.
		10. ODES Support for uploading ODES files to ODES server.
		11. DB2 scripts execution in testing regions.
		1. Taking up issues faced by Investment & Finance team , if required raise a ticket with 3i.
		2. Deploy fix , change received from 3i to Prod and non prod environment.
		3. Maintain patch deployment status for each environment.
		4. User configuration / new fund creation and day to day L1 activities.
		5. Initiating Data Backup request and providing L1 support.
		6. Application Environment Setup on new servers , Pointing applications to different Databases for DC-DR activities.
		7. Maintaining Monthly activity log and hard copy signoffs of every production promotion.
		8.Data Transfer webex sessions and assistance to 3i for Issue analysis
		9. Access Creation
		10. Access Deletion
		11. Access review
		12. Periodic Reconciliation
		13. Application L1 Activities
		14. Basic trouble shooting
		15. Operating Systems (OS) installation / re-installation, upgrades and patches for desktops
		16. Troubleshoot Network connectivity (LAN) issues
		17. Installation of desktop and hardware like CD-ROM, soundcards, etc
		18. Software installations such as MS-Office, Acrobat Reader, mail client etc.

19. Desktop / Laptop readiness
20. Installation of anti-virus on desktops and remove Virus
21. Configuration of Print devices (network and local) on desktops
22. Co-ordinate with vendors for support
23. Help build the site knowledgebase by recording relevant calls details.
24. Escalate calls to technical specialists on time to enable closure within SLA
25. Installation of Core build and applications specific to a particular business unit.
26. Periodic preventive maintenance
27. Assist in Projects for various functions
28. Duplicate Internet ID's Deletion
29. Owner Details for Generic Email ID's
30. List of all Generic IDs of Ingenium & MyCustomer Applications
31. BYOD Up-gradation
32. Inactive agents Feb 2014 update
33. MAC Address Validation
34. Safeboot versions to be updated
35. Checkpoint and Websense Activity
36. Insync & User lock Activity
1. Managing Batch Operation team to run batches in timely manner.
2. Resolve Batch execution issues
3. Escalate calls to technical specialists when required.
4. Ensure timely delivery of batch operation outputs.
5. Perform adhoc activities like E-Mail Blaster , File 1 upload ,Backdating Activity,
6. Tracking of issues faced during batch execution and generating various reports during non peak hours to eliminate system load.
7. Validation of batch outputs , ensuring error less delivery and identification of issues before releasing the deliveries.
8. Maintaining batch execution time and other statics for taking up system improvement activities , Preparing BO Dash Board for Batch Ops.
9. Identifying activities which can be perform during the day and move these activities on Control M Self Service.
10. Configuring all batches on Control M and conducting testing of batches using Lower Environment of Control M.
11. DC-DR cutover of Control M , ensuring data replication between DC & DR of control M.
12. Maintaining User IDs required to execute Batches and schedules cleanup on production servers.
13. Performing initial QC of letters & Reports .
14. Monthly Batch Execution planning , execution and perform batch related monthly Maintenance activities.
15. Yearly Batch Execution and week end support.
16. Bringing services up and Down for various application
17. Taking handover of new batches and performs validations of delivery recipient , cleanup of Mail Ids not in use.
18. Implementation batches in Control-M batch automation tool

	19. Coordinating with technical teams for timely Batch related issues resolution.
	20. Provides extended support during all exceptional scenario like system extensions/Weekend support
	21 . Performs all Control M Administration activities
	22. Resolve all the Issues reported to batch ops from business Users within defined TAT
	23 Ensure Control-m availability 24*7
	24. Investigation and resolution for incidents and problems
	25. Maintain License compliance
	26. Maintain exception as applicable
	27. Health Checkup

Annexure D - LIST OF INVENTORY

List of Inventory is attached separately.

Annexure II - Inputs for Technical Evaluation

Bidder needs to furnish the following details:-

IMPORTANT-

Please ensure the sequence is followed while submitting details. Section wise numbering to be followed.

Please respond to all questions mandatorily.

Please share documents/presentation, supporting documents etc clearly tagging the questions which are being answered

1	Organisation profile & Structure	Bidder Responses	Remarks
1.1	Confirmation on sub-contracting clause as elaborated in the RFP document.		Please support with documents wherever required
1.2	Bidder to share company incorporation certificate under the Companies Act. 1956		Please support with the documents including memorandum and article of association
1.3	Bidder to declare how many companies they have provided all services in scope in BFSI domain in India (Bidder to share resource strength and certification / COE detail against each vertical / technology skill listed in pricing sheet		
1.4	Presence - details of locations against Company HO, Hub and non-hub locations, specify location covered through partner		Provide details
1.5	Audited balance sheets for the last three financial years, article of association, memorandum of association		Please support with documents wherever required
1.6	Bidder practices Information Technology Infrastructure Library (ITIL) framework.		Please support with the document
1.7	No. of Total Active Customers acquired year-wise with break-up for BFSI and Insurance domain		Please support with documents wherever required
1.8	No. of delivery centers in India Specify location of delivery centers and confirm which delivery center will be primary for servicing this contract.		Please support with documents wherever required
1.9	Conformance on SLA compliance with current tools being used at Company		Please support with documents wherever required

1.10	Customer reference (visit / independent check to be scheduled)		
1.11	Bidder should be providing all services in scope of this RFP to at least 1 Indian insurance company		Please support with the document
1.12	Partner Reference (OEM Relationship)		
1.13	Provide proposed strategy to handle ramp up/ ramp down especially for yearend volumes (assuming 50% of business in Jan- March)		Provide detailed plan to manage. Please support with documents wherever required
1.14	Implementation approach-transition projects		
1.14.1	Structured approach for resources/systems/team for transition. Submit detailed project plan containing detailed plan for each service along with resource transition strategy (MS-Project format).		Please support with documents wherever required
2. IT Support Service			
2.1	Detailed presentation on proposed operating model towards fulfilling the offerings mentioned in this RFP. Please ensure this covers in detail the proposed operating model with respect to people, process, system for all components for which you are bidding		Detailed document (along with summarized PPT) including proposed operating architecture including connectivity details, operating locations for various models including any assumptions. Provide details of application & infrastructure components which will be used for Company's processes.
2.2	Detailed resource count as per Resource deployment format in price bid (ONLY Resource count to be included)		Detailed excel with complete resource count
2.3	Specify infrastructure requirement in terms of workstations, email, seats etc. at Company premises		Provide details
3. Tracking & Monitoring			
3.1	Provide tracking and monitoring plan for SLA compliance and performance on KPI		Please support with documents wherever required

3.2	Capability to conduct CSAT survey every 6 months. Share methodology		Share draft Questionnaire to be filled by end user
3.3	Provide SLA levels compliance for services in scope with due consideration to SLA specified in scope (what will you achieve, overachieve).		Please support with documents wherever required

4. Dashboard/Reporting details

4.1	Comprehensive MI/Dashboards systems, daily reporting mechanism. Please specify if report/dashboard would be near real-time.		
4.1.1	Share format of reports on daily/weekly/month/on demand.		Confirmation & details required
4.2	Quality control framework		
4.2.1	Please share your framework to maintain quality standards for various processes along with the control mechanism.		Please provide the processes being followed currently (process structure/ flow)
4.3	Internal controls and governance		
4.3.1	Please describe the structure of your assurance framework including internal / concurrent audit / Information security team structure in place and internal control framework like COBIT, ISO 27001 & ISO 20000, Risk Control Self-Assessment (RCSA) which you might be following. Please provide details of qualification of staff and methodologies used and frequency of such activities/reviews planned for the engagement.		Please provide frequency and support the same with last two reports
4.4	People, training & development		
4.4.1	Exhibit your hiring process, What is attrition rate in IT Services?		Please support with documents wherever required
4.4.2	Ongoing training methodology adopted to keep the team apprised of changes and for skill development.		Please provide training calendar.
4.4.3	Performance review methodology and mechanism to implement client feedback followed for employees.		Please support with documents wherever required
4.4.4	Do you have any incentive program/reward and recognition for your employee?		Please support with documents wherever required
4.4.5	Please specify your requirement for rehiring of resources to benefit from existing process and setup expertise		Please support with documents wherever required

5. Statutory compliance to be supported by documentary evidence

5.1	Valid S & E Registration Certificate		Please support with documents wherever required
5.2	Copy of Incorporation Certificate		Please support with documents wherever required
5.3	Valid Trade License Certificate (Where Applicable)		Please support with documents wherever required
5.4	Form A under payment of Gratuity Act		Please support with documents wherever required
5.5	PF code number allotted by RPFC in the name of the establishment, submit all the copies if more than one PF code has been obtained		Please support with documents wherever required
5.6	ESI code number (both main and sub, where obtained) allotted by ESIC in the name of the establishment		Please support with documents wherever required
5.7	Professional Tax Registration certificate issued by relevant authority (where applicable)		Please support with documents wherever required
5.8	LWF establishment code issued by relevant authority (where applicable)		Please support with documents wherever required
5.9	PAN and TAN number allotment letter		Please support with documents wherever required
5.10	Memorandum and Article of Association		Please support with documents wherever required
5.11	GST Registration certificate		Please support with documents wherever required
5.12	The Service provider will maintain all statutory registers and records, updated at all times, in the format prescribed for the location.		Please support with documents wherever required
5.13	The Service provider will pay the higher of Central/State Wage for the said location, as application from time to time (Y/N)		Please support with documents wherever required
5.14	Agreement for the contract period which states that the vendor will have all tax liability (Y/N)		Please support with documents wherever required
5.15	Does your Company take a Group Term Plan for all its employees (resources deputed at our premises)? What is the sum assured under this.		Please support with documents wherever required
5.16	Has your company been issued a notice by any of the statutory authorities in the		Please support with documents wherever

	last one year? Please furnish the details if any.		required
5.17	Has your company been imposed any fine, penalty or have any material legal cases / legal notices against your Company.		Please support with documents wherever required
6. Financial details (past 2 years)			
6.1	Shareholding pattern and vintage		Details of shareholding for capital and specific technical support from the shareholder (if any)
6.2	Line of Business		Please provide Line of Business & Diversified business model
6.3	Revenue growth vs. Previous Year		Details of Year on Year revenue
6.4	Gross Profit ratio		Please provide Gross Profit ratio Details
6.5	Net worth and return on capital		Please provide Net worth of the bidder
6.6	Financial ratios (such as NP ratio, Current ratio etc.)		Please provide Details of Financial Ratios
6.7	Operating cycle (Avg. inventory plus Avg. debtor over gross revenue less Avg. Creditor over gross revenue)		Please provide details of Operating Cycle

Section- C Certifications

Certification	Holding since	Certification body	No of locations	Last audit date
ISO 9001				
ISO 27001:2013				
ISO 20000				
Others (Please Specify)				

Customer facing office locations (if any)

S.No.	Zone	Number of offices	No of employees (average)
1	North		
2	East		
3	West		
4	South		

Office Locations

S.No	Office Location	Owned	Leased
1	Prime Area		
2	Others		
3	Not very easy to approach		

Client Reference

S.No	Person Name & Designation	Contact details	Life Insurance company name	Services rendered currently
1				
2				
3				

Note- Client reference feedback, evaluation basis presentation from the service providers and Company visit to Service provider premises will be part of technical evaluation.

Annexure III - Price Bid Format

Kindly submit the proposal on your Letter Head duly signed and Stamped)

The prices have to be submitted in separate sealed envelopes as per the format / inputs given below

Fixed Support Price (in INR)	Group A	Group B	Optional Cost Night Shift with Transport arrangement (Estimated 15% to 20% of present load during day time)
1 st Year			
2 nd Year			
3 rd Year			
Total (3 years)			

Important Note:

1. Bidder to provide rates on fixed price model.
2. Bidder to provide charges separately for upscaling and downscaling in baseline.
3. The prices quoted should have provision of costs for point-to-point connectivity of bidder support team to Company.
4. Taxes shall be paid extra as applicable.
5. Payment shall be released on monthly basis within 30 days of submission of correct invoice.
6. Please provide pricing assumptions (cost break-up, number & type of resources, support volume growth, productivity assumed, infrastructure, , etc.)
7. **Company** reserves the right to award Group A and Group B separately to different bidders or together to one bidder.

Cost Break-up (Group A and Group B)

SI No	Description	Assumptions	Cost		
			Y1	Y2	Y3
1	IT Servicedesk				
2	Power user / Deskside support				
3	Remote Support				
4	L1 Application Support				
5	Logistics & Billing Support				
6	Batch Operations Expert				
7	AMC Cost for Desktop, Laptop, Tab, Printers including Screens, Key Board and Mouse.				
8	Mobility & BYOD Support				
9	Group SPOC				
10	On-Call Support (Pan India Per Day)				
11	On-Call Support (Pan India per Call)				
	Total				

Cost Break-up (Optional - Night Shift)

SI No	Description	Assumptions	Cost		
			Y1	Y2	Y3
1	IT Servicedesk				
2	Power user / Deskside support				
3	Remote Support				
4	L1 Application Support				
5	Logistics & Billing Support				
6	Batch Operations Expert				
7	AMC Cost for Desktop, Laptop, Tab, Printers including Screens, Key Board and Mouse.				
8	Mobility & BYOD Support				
9	Group SPOC				
10	On-Call Support (Pan India Per Day)				
11	On-Call Support (Pan India per Call)				
	Total				

Resource Deployment (Group A and Group B)

SI No	Description	Assumptions	Numbers		
			Y1	Y2	Y3
1	IT Servicedesk				
2	Power user / Deskside support				
3	Remote Support				
4	L1 Application Support				
5	Logistics & Billing Support				
6	Batch Operations Expert				
7	AMC Cost for Desktop, Laptop, Tab, Printers including Screens, Key Board and Mouse.				
8	Mobility & BYOD Support				
9	Group SPOC				
	Total				

Resource Deployment (Optional - Night Shift)

SI No	Description	Assumptions	Numbers		
			Y1	Y2	Y3
1	IT Servicedesk				
2	Power user / Deskside support				
3	Remote Support				
4	L1 Application Support				
5	Logistics & Billing Support				
6	Batch Operations Expert				

7	AMC Cost for Desktop, Laptop, Tab, Printers including Screens, Key Board and Mouse.				
8	Mobility & BYOD Support				
9	Group SPOC				
	Total				



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sar aankhon par

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited
2nd Floor, Orchid Business Park, Sector-48, Sohna Road,
Gurugram - 122018 India

Vendor Registration Form

Company Details

Entity Name					
Registered Address					
State		PIN Code			
Phone #		Fax #			
Correspondence Address					
State		PIN Code			
Tele No. (O):	Country Code	STD Code	Nos.	Contact Person	
Fax No.(O):				E – Mail:	
Mobile No. (O):				Web Site:	
Country of Company Incorporation / Headquarters					
Company Business Operation (List of Countries)					

Name & Designation of Principal Officers/Persons to be contacted

No.	Name of the Person	Designation	Contact No.	E - Mail	Location
1					
2					

Nature of Business (Please Tick any One)

<input type="checkbox"/>	Manufacturing	<input type="checkbox"/>	Sole Selling Agent	<input type="checkbox"/>	Dealer	<input checked="" type="checkbox"/>	Trader
<input type="checkbox"/>	Hotel	<input checked="" type="checkbox"/>	Service Provider	Business Description			

Nature of Company (Please Tick any One)

<input type="checkbox"/>	Proprietary	<input checked="" type="checkbox"/>	Partnership	<input type="checkbox"/>	Private Ltd	<input type="checkbox"/>	Public Ltd. / Govt
<input type="checkbox"/>	Small Scale Industry	<input type="checkbox"/>	Non - Small Scale Industry				

PAN No Entity Name as per PAN

GSTIN * State PIN

HSN Code

Address as per GST Registration

Email ID for Correspondence on GST

* In case of multiple GSTIN please provide details in Annexure-I of this document

Bank Details

Bank Name			
Address			
State		PIN Code	
Bank Account No		Swift /IFSC Code	

DECLARATION

The above information is true in all respects and we undertake to inform you if any change in the above particulars regarding our business from time to time.

Place :
Date :

Signature of Authorised Representative
of the Firm under proper seal

Supporting Documents to be submitted along with this Form :

- | | |
|--|--------------------------------------|
| 1) PAN Card | 2) Incorporation Certificate |
| 3) Address Proof(Same as mentioned on Vendor form) | 4) GSTIN details with copy of REG-26 |
| 5) Cancelled Cheque | |

ANNEXURE-5.1 (DECLARATIONS)

RELATED PARTY DECLARATION FORM (BY VENDOR)

Vendor Name _____

Registered Address _____

State _____ PIN _____

Details of Proposed contract to be entered into:

Does the Vendor (including its directors/employees/shareholders/sisters concerns/group companies) have any relationship or engagement (directly or indirectly) with the Company or any of its employees/directors?

☐ Yes ☒ No

If Yes, please provide the following details:

Please describe the relationship/engagement with the Company or any of its employees/directors

If the relationship/engagement is with a particular employee, Name of the Employee

Employee ID

Department

Designation

Nature of interest, if any in the proposed transaction

Declaration by the vendor–

We hereby confirm that the involvement of any of the above mentioned persons with the Company or with any of its employees/directors will not in any manner unduly benefit us or the employee(s) of the Company and further confirm that no benefit/advantage have been exchanged between the Vendor and the employees/directors of the Company in respect of the proposed transaction.

We further confirm that the terms and conditions of the proposed contract will be at market rate and on an arms length basis.

Place :

Signature of Authorised Representative

Date :

of the Firm under proper seal

ANTI BRIBERY&CORRUPTION DECLARATION

a) Parties represents to each other that they have not and agree that they shall not in connection with the transactions contemplated by this declaration make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly:

(i) to any government official or employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office; or

(ii) to any other person or entity, if to do so would violate or cause the Company to be in violation of the applicable legislations pertaining to bribery/ corruption.

b) It is the intention of the Company and the Vendor/ third party service provider that in the course of their respective negotiations and performance of this declaration no payments or transfers of value offers, promises or giving of any financial or other advantage or requests, agreements to receive or acceptances of any financial or other advantage shall be made either directly or indirectly which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, kickbacks, greasing or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity.

Authorised Signatory

Name:

Designation:

Date:

Annexure-V _Servicing Agreement

This Services Agreement (hereinafter referred to as "**Agreement**") is made at Gurugram on this day of 2018

BETWEEN

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at Unit No. 208, 2nd Floor, Kanchenjunga Building, 18 Barakhamba Road, New Delhi - 110001, India and corporate office at 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram-122018, Haryana (hereinafter referred to as the "**Company**" which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **One Part**

AND

....., a company registered under the Companies Act, 1956 having its registered office at [●] (hereinafter referred to as the "**Service Provider**" which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **Other Part**.

The Company and the Service Provider are collectively referred to as the "**Parties**" and singly referred to as a "**Party**".

WHEREAS

- A. The Company is carrying on life insurance business in India and intends to hire the services of the Service Provider as specifically mentioned in **Schedule 2** of this Agreement;
- B. The Service Provider has represented and warranted to the Company that it has the necessary expertise, infrastructure and resources to provide the Services and has requested the Company to appoint it as a Service Provider of the Company; and
- C. The Company relying and acting upon the representations and warranties of the Service Provider is desirous of appointing the Service Provider on non-exclusive basis subject to and in accordance with terms of this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFINITIONS

In this Agreement, the following terms shall, unless repugnant to the context, have the following meanings:

- (a) "**Affiliate**" of an entity shall mean an entity or individual that controls, is controlled by, or is under common control with, the first entity, and "control" means the ability to direct the policies or operations of an entity, whether by contract, ownership of equity interests, or otherwise and includes group companies of an entity.
- (b) "**Business Day**" shall mean any day other than a Sunday or a day which is not a public holiday in India.

- (c) **“Charges”** means any costs, expenses or other charges incurred by the Service Provider in providing Services to the Company that are either specified in **Schedule 1** or are agreed between the Parties from time to time.
- (d) **“Confidential Information”** means and includes:
- i. the database of prospects, customers and employees of the Company and any detail, particular or information pertaining thereto received by the Service Provider during the course of provision of the Services or before entering into this Agreement;
 - ii. any and all information relating to the business of the Company, associates, Affiliates, which is obtained or received directly or indirectly, whether orally or in writing by the Service Provider during the course of provision of the Services; and
 - iii. any and all software, data, tables, analysis, statistics, compilations, studies, projections, documents and records relating to the business of the Company, provided to the Service Provider by the Company or obtained by the Service Provider or any material that may be developed or generated from any confidential data, information or matters provided to the Service Provider by the Company or otherwise obtained by the Service Provider from any source other than the Company.

Provided That Confidential Information shall not include any information that a) is or becomes publicly available without breach of this Agreement; b) becomes lawfully available to the Service Provider from a third party free from any confidentiality restrictions; or c) is required to be disclosed under any relevant law, regulation or order of court.

- (e) **“Deliverables”** shall mean an item or items of work to be delivered by the Service Provider as part of the Services and includes all associated Materials.
- (f) **“Fees”** means the fee payable by the Company to the Service Provider for providing Services under this Agreement as specified in Clause 6 and **Schedule 1**.
- (g) **“Force Majeure Event”** shall mean occurrence of fire, flood, earthquake, explosion, act of war, terrorism, riot, civil disorder, rebellion, other such acts of God which are beyond the reasonable control of a Party and which could not have been prevented by reasonable precautions and could not reasonably be circumvented by a Party through use of alternate sources, work-around or other means (including provision of disaster recovery services by the Service Provider) as set forth in this Agreement.
- (h) **“Grievance Redressal Panel”** shall mean equal number of designated executives of each Party for redressal of any dispute or difference in relation to the provision of Services.
- (i) **“Intellectual Property Rights”** shall mean all intellectual property rights and includes copyrights, patents, trademarks, service marks, database rights and rights to extract data, registered and unregistered designs, trade secrets, applications for any of the foregoing and all other similar rights recognized in any part of the world.
- (j) **“Invoice”** means the invoice raised by the Service Provider on the Company for the Fee in the immediately preceding calendar month detailing the Charges incurred by the Service Provider for providing such Services along with any supporting documents.
- (k) **“IRDAI”** means Insurance Regulatory and Development Authority of India.
- (l) **“Materials”** shall mean and include all software, documents, reports, presentations, manuals, procedures and other materials prepared as a result of or relating to the Services and all modifications, revisions, new releases, updates and enhancements thereto.

- (m) “**Services**” means the services agreed to be provided by the Service Provider more explicitly specified in **Schedule 2** of this Agreement.
- (n) “Term” means duration of this Agreement as mentioned in Clause 4.1 of this Agreement.

2. INTERPRETATION

In this Agreement, unless the context thereof otherwise requires:

- (a) reference to applicable law, statute, rules or regulations shall be deemed to include any amendment, replacement or modification thereof;
- (b) reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates provided that if the last day of any period computed is not a Business Day, then the period shall run until the end of the next Business Day;
- (c) reference to this Agreement shall include all schedules, annexure and all the amendments and addendums to the Agreement;
- (d) any obligation, responsibility, requirement of any performance or non-performance by the Service Provider under this Agreement shall also be deemed to be the obligation and responsibility of its personnel and other employees; and
- (e) If any work order/statement of work is issued then the same shall be subject to terms and conditions of this Agreement.

3. SERVICES

- 3.1 The Service Provider undertakes and agrees to provide the Services in adherence to the service levels, specifications and timelines as described in **Schedule 2**, terms of this Agreement, the Company's written instructions and directions to the Service Provider from time to time and applicable laws..
- 3.2 The Company may add or reduce the scope of Services from time to time by giving 5 (Five) Business Days notice to the Service Provider. Any such change made by the Company in the scope of Services shall take effect from the date notified in such notice issued by the Company and shall be deemed to form part of the Agreement. The Company may require the Service Provider to provide the Services from alternative or additional location(s) by giving prior notice to the Service Provider. Any variation in Charges on account of change in location will be discussed and mutually agreed.
- 3.3 The Service Provider shall, with respect to any matter pertaining to or arising out of this Agreement, deal with an officer as may be appointed and notified by the Company from time to time. The Service Provider shall nominate and keep nominated at all times, one of its senior employees to be the authorized representative of the Service Provider who shall have the authority to do all such acts as may be required to be done by the Service Provider under or pursuant to this Agreement and the acts done by such authorized person shall be binding on the Service Provider.
- 3.4 Notwithstanding anything to the contrary contained in the Agreement, it is agreed between the Parties that the total aggregate liability of the Company under this Agreement for any direct loss arising out of breach of the terms and conditions of the Agreement or any reason whatsoever shall not exceed the total Fee paid in the immediately preceding 12 (Twelve) months prior to date of occurrence of cause of action, by the Company to the Service Provider under this Agreement.

- 3.5 Time is of an essence of the Agreement and the Service Provider shall ensure performance within the timelines specified by the Company in this Agreement or otherwise in writing from time to time. The Service Provider agrees that actual service levels may be varied at the discretion of the Company during the Term due to changes in technology, processing, business requirements or otherwise.
- 3.6 The Service Provider represents to the Company that it has not violated any applicable law, which may result in any disciplinary or any other proceedings and no such proceedings have commenced or are indicated by IRDAI or any other Government authority or court against it and is not debarred/suspended from provision of Services.
- 3.7 The Service Provider confirms that it has no conflict of interest with the Company and that the Service Provider or any of its Affiliates do not stand to derive any benefit by causing any loss or damage to Company or to its policyholders in any manner whatsoever.
- 3.8 The Service Provider represents that it is not a Related Party of the Company under the Companies Act, 2013 and any rules and undertakes to disclose the same forthwith to the Company in the event if it becomes a Related Party.
- 3.9 The Company reserves the right to supervise and carry out continuous monitoring towards the obligations and the Services to be performed by the Service Provider under this Agreement.

4. TERM AND TERMINATION

- 4.1 This Agreement will be valid for a period of [●] years commencing from [●] to [●] (hereinafter referred to as “Term”) unless the Agreement is terminated prior to the expiry of the Term in accordance with the provisions of this Agreement. The Parties may renew the Agreement on mutually agreed terms and conditions.
- 4.2 The Company may at any time terminate this Agreement without assigning any reason by written notice of not less than 30 (Thirty) calendar days to the Service Provider. Notwithstanding anything contrary contained in this Agreement, if the Agreement is terminated then any payment/Fee which has been made by the Company for which Services have not been rendered shall be liable to be refunded by the Service Provider to the Company immediately at the end of notice period.
- 4.3 Without prejudice to Clause 4.2, the Company may terminate this Agreement forthwith, if any of the following events occur:
- (i) if there is a breach by the Service Provider of any term of this Agreement or service levels and such breach, in the opinion of the Company is incapable of being remedied, or in case of a breach, which in the opinion of the Company is capable of remedied, remains un-remedied for a period of 10 (Ten) days from the date of service of written notice by the Company to the Service Provider;
 - (ii) if in the opinion of the Company, the conduct of the Service Provider is prejudicial to the interest or reputation of the Company or the Service Provider makes any misrepresentation to the Company;
 - (iii) if the Service Provider commits or attempts to commit any fraud or violates or attempts to violate any applicable law or causes or attempts to cause a breach by the Company of any law or regulation;
 - (iv) if the Service Provider becomes incapable of rendering the Services or performing its functions or compounds with its creditors or a receiver is appointed for any part of the business or assets of the Service Provider; and
 - (v) if the Service Provider files any petition for winding up, or if any petition for winding up is filed by any person against the Service Provider and the same is not dismissed within a period of 60 (Sixty) days after such filing.

4.4 The termination of this Agreement shall not affect (i) any of the rights to which a Party is entitled, and (ii) any of the obligations/liabilities to which a Party may be subject to that has accrued prior to such termination.

4.5 Upon the termination or expiry of this Agreement, the Service Provider shall, forthwith:

- (i) cease to represent that it is in any manner connected to the Company and return to the Company any authorization or other letter or document issued to the Service Provider to identify itself as authorized representative of the Company;
- (ii) cease to use and deliver/return to the Company all the Confidential Information; and
- (iii) provide all such reasonable and necessary assistance as required by the Company in orderly transferring the Services to another service provider or to the Company.

4.6 The Company shall have no obligation to pay the Fees to the Service Provider in the event this Agreement is terminated by the Company for fraud, misconduct, gross negligence or for breach of any terms and conditions by the Service Provider.

4.7 It is agreed between the Parties that the Service Provider shall provide the Services without any interruption during the notice period of termination.

5. COVENANTS, RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

5.1 The Service Provider shall:

- (i) perform the Services and its duties/obligations hereunder with highest standards of integrity, business competence and fairness and shall act in an ethical manner in all its dealings with the Company and shall not act in a manner which may cause disrepute or adversely affect the reputation or goodwill of the Company;
- (ii) engage and employ competent personnel who shall use their best efforts, devote their time and attention and exercise due skill and diligence in performing the Services;
- (iii) ensure that it has financial soundness and ability to deliver the Services even under the adverse conditions;
- (iv) ensure compliance with applicable laws including Insurance Act, 1938, rule and regulations and other applicable labour laws in respect of persons employed/engaged by the Service Provider for the performance of Services and shall keep the Company indemnified on account of any violation or non-compliance of the applicable laws;
- (v) obtain prior written approval of the Company, in form and content, before publishing or circulating, directly or indirectly, any material in any form, concerning the Company or its business, or depicting or using the Company's trademarks or logos;
- (vi) abide by the directions, instructions, guidelines and procedures of the Company in maintaining the records under this Agreement;
- (vii) ensure to have security and internal control, audit coverage, record keeping, reporting and monitoring environment and business continuity management;
- (viii) neither prevent nor impede the Company from meeting its obligations (regulatory or otherwise) nor IRDAI or any other Authority from exercising its regulatory powers of conducting inspections, investigations, obtaining information from the Service Provider or the Company;
- (ix) at all times have valid and subsisting approvals/ consents/ licenses/ certifications required for providing the Services;
- (x) ensure restoration and continuity of Services with minimal disruption of the Services in the event of major interruption on account of Force Majeure Events or otherwise;

- (xi) promptly notify the Company in writing, if the Service Provider is in breach or likely to be in breach of any of its obligations, covenants, duties, representations or warranties under this Agreement or any other law for the time being in force;
- (xii) operate and maintain at all times for the Term, a quality system confirming to the quality system standards agreed between the Parties.

5.2. Business Recovery: The Service Provider represents and warrants that it has back-up facilities in place to retrieve all data processed by the Service Provider's computer systems for Company.

6. FEES AND CHARGES

- 6.1 In consideration of the Services to be rendered by the Service Provider, the Company agrees to pay to the Service Provider, the Fees after deduction of all applicable taxes, levies and other charges, that are required to be deducted or withheld under applicable law or this Agreement from the gross amount in the Invoice. Such payments shall be made by the Company to the Service Provider within 30 (Thirty) Business Days of receipt of undisputed Invoice from the Service Provider, subject to the Service Provider furnishing all appropriate documents (including those in relation to reimbursement of Charges). This Clause is subject to **Schedule 3**. For further compliance on taxes refer to **Schedule 3**.
- 6.2 If the Company in good faith disputes all or any portion of an Invoice, both Parties will mutually resolve the same. The Service Provider will continue to provide the Services while pending resolution of the dispute. If the dispute is not resolved then the same shall be dealt in a manner specified in Clause 14 of this Agreement.
- 6.3 Unless otherwise expressly provided in **Schedule 1**, any reimbursement of Charges will be made by the Company only if such amounts have been previously agreed between the Parties and approved by the Company and notified to the Service Provider from time to time. Further, all original bills, payment receipts and other supporting documents for Charges incurred by the Service Provider shall be submitted to the Company along with the relevant Invoice. Any underpayment or overpayment will be recoverable by or from the Service Provider without limiting recourse to other available means or course of action, may be set off against any Charges subsequently due by/to the Company.
- 6.4 In the event, the Company is not satisfied with the Services performed by the Service Provider or the Service Provider does not perform the Services as per agreed service levels, the Company shall issue a written notice to the Service Provider informing the Service Provider of its dissatisfaction or non performance of the Services and if the same is unresolved within the timelines provided, the Company shall not be liable to pay the Fee for such Services to the Service Provider.

7. INDEMNITY

- 7.1 A Party shall indemnify and hold harmless the other from and against any losses, liabilities, damages, claims, costs, compensation and expenses (including attorney's fees and expenses, any third party claims), which it or any of its directors or officers may incur or suffer as a result of or in connection with any of the following:
- (i) breach by the other Party or its representatives of the terms and conditions of this Agreement;
 - (ii) submission of inaccurate information or details by a Party;
 - (iii) commission of any act (which is not in accordance with the Agreement) or any omission by a Party or its representatives;
 - (iv) violation of any applicable law by a Party;

- (v) any unlawful act or misdemeanour committed or performed by a Party or its employees or its representatives and any personnel while providing the Services under this Agreement;
- (vi) breach or purported breach by a Party or its representatives of any of the Intellectual Property Rights of the other Party or any other persons.

7.2 Neither Party shall be liable for any special, indirect, consequential, or incidental damages (including but not limited to damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement.

8. CONFIDENTIALITY

8.1 The Service Provider shall hold in strictest confidence the Confidential Information and shall ensure it has adequate systems in place to secure and protect the data and Confidential Information of the Company. The Service Provider further agrees and acknowledges that the Confidential Information belongs to and is the sole property of the Company and the Service Provider shall not disclose or cause to be disclosed (whether directly or indirectly) any Confidential Information to any person (except to its employees and to the extent such disclosure is necessary in the course of performance of Services under this Agreement). The Service Provider acknowledges that any disclosure or dissemination of such Confidential Information to any person will cause the Company grave prejudice and harm to the Company.

8.2 The Service Provider shall forthwith return all Confidential Information to the Company upon the termination or expiration of this Agreement and shall destroy any such Confidential Information as may be contained in its records or books or systems.

8.3 The Service Provider confirms and agrees that it will procure, each of such employees, representative or other persons engaged by the Service Provider in providing the Services, to execute appropriate documents securing confidentiality of such Confidential Information, as they apply to the Service Provider herein.

8.4 The Service Provider will ensure that it will inform to the Company in writing the circumstances under which any data, including Company's customer data may be required to be disclosed to any judicial authority or regulator.

8.5 The Service Provider agrees that it will comply with all of Company's standard physical security procedures, information security controls of the Company and practices in place at locations where the Service Provider and its employees, representatives are performing work. The Company shall have the right to review and monitor the security practices and control processes of the Service Provider which is relevant to this Agreement on a regular basis. Company may by itself or require the Service Provider to commission or obtain periodic expert reports on security adequacy and compliance in respect of the operations of the Service Provider, and the Service Provider shall be required to notify the Company of any security breaches as soon as it becomes aware of the same. The Company reserves the right to ask the Service Provider to amend its Information Security Policy to align with the requirements of Company from time to time.

8.6 In the event of termination or expiry of the Agreement, the Company will retrieve the customer data from the Service Provider and the Service provider will return to the Company or destroy the Confidential Information. Under no circumstances will the customer data be used by the Service Provider after termination or expiry of this Agreement for any reason whatsoever.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Except as provided herein, nothing in this Agreement shall have the effect of assigning or transferring any Intellectual Property Rights in any software, documents, reports, representations, manuals, procedures, Confidential Information and Deliverables and all Intellectual Property Rights in the Deliverables will vest at all times in Company.
- 9.2 Upon the request of the Company, the Service Provider shall execute all documents and do all acts and things required to vest or perfect the vesting of the Intellectual Property Rights legally and exclusively in the name of the Company or any assignee of the Company.
- 9.3 If the use or possession of the Deliverables by the Company infringes or in the Service Provider's reasonable opinion is likely to or if a third party claims that the Deliverables infringe any third party Intellectual Property Right, the Service Provider shall, at its expense a) procure for the Company the right to continue to use the Deliverables free from such liability; or b) modify or replace the Deliverables so as to avoid infringement providing the Company with substantially the same functionality.

10. SUBCONTRACTING

The Service Provider shall not sub-contract the whole or a substantial portion of the Services. Where the Service Provider intends to sub-contract the Services partially, it can do so only with the prior written consent of the Company. Subcontracting shall not absolve the Service Provider of its responsibilities and liabilities under this Agreement. In case subcontracting is approved by the Company, the Service Provider shall ensure that the subcontractor is bound by the provisions of the Agreement.

11. NON-SOLICITATION

The Service Provider shall not without the prior written consent of the Company either independently or through any of its directors, employees, its representatives or any other third party or howsoever, approach or solicit or endeavour to employ or entice away from the Company, any personnel or employees of the Company, whether or not such person or employee of the Company was involved with the Services provided under this Agreement.

12. BRIBERY AND CORRUPT PRACTICES

- 12.1 The Parties represents and undertakes that they have not and agree that they will not in connection with the Services make any payment or transfer anything of value, offer, promise or give a financial or other advantage, agree to receive or accept or give a financial or other advantage either directly or indirectly which has the purpose or effect of bribery, extortion or kickback to any government official or employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office; or to any other person or entity, if to do so would violate or cause the Party to be in violation of the applicable legislations pertaining to bribery/ corruption or result in unlawful or improper means of obtaining or retaining business or commercial advantage.

13. REVIEW

During the Term, on sufficient notice to the Service Provider, the Company will have the right to conduct inspection or review (either by internal or by external firms) at the Company's cost, of the performance of the Services by the Service Provider as per this Agreement. The Service Provider shall facilitate such review and the Company or IRDAI shall have the right to access all requisite information and/or records of the Service Provider to the extent relevant to the Services. In case of any major discrepancies found as a

result of the review, the Service Provider will rectify such discrepancies and inform the Company.

14. DISPUTE RESOLUTION AND ARBITRATION

- 14.1 If either Party has a dispute regarding any aspect concerning or arising from the Agreement, it shall be referred in writing to the Grievance Redressal Panel within 30 (Thirty) calendar days of either Party raising the dispute. Both Parties will exercise reasonable, good faith efforts to resolve the dispute.
- 14.2 If the dispute remains unresolved and no amicable solution is reached by the Grievance Redressal Panel then, the dispute will be referred to arbitration as described below.
- 14.3 The Parties shall appoint a mutually acceptable sole arbitrator, within 30 (Thirty) calendar days of the dispute being referred to arbitration. The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act 1996. The place of arbitration shall be New Delhi and the arbitration shall be conducted in English. The Parties shall bear their respective costs towards conducting arbitration and other costs and expenses of the sole arbitrator and of arbitral proceedings shall be borne by the Parties in equal proportion. The Parties shall request the sole arbitrator to decide the dispute within 60 (Sixty) calendar days of the dispute being so referred. The arbitrator shall issue a written award which shall be final and binding upon the Parties. Notwithstanding anything to the contrary in this Agreement, each Party shall be entitled to seek preliminary or final injunctive relief in any court of competent jurisdiction located in New Delhi. Any action for such injunctive relief shall not be subject to arbitration.
- 14.5 During the resolution of a dispute, the Service Provider will continue to perform its obligations under this Agreement in good faith.

15. MISCELLANEOUS

- 15.1 **Survival:** Any provision of this Agreement which either expressly or by their nature extend beyond the expiration or termination of this Agreement will survive such expiration or termination, including without limitation, Clause 7 (Indemnity); 8 (Confidentiality); 9 (Intellectual Property Rights); 13 (Review and Audit); 14 (Dispute Resolution and Arbitration); and 15.1 (Survival).
- 15.2 **Governing Law:** This Agreement shall be governed exclusively and construed in accordance with Indian laws. The courts in New Delhi shall have the exclusive jurisdiction over any matter arising out of, or in relation or pursuant to this Agreement.
- 15.3 **Force Majeure:** The Parties shall not be liable for any failure to perform their respective obligations under this Agreement if such failure is caused due to a Force Majeure Event and in such case the obligations of the relevant Party shall be suspended for so long the Force Majeure Event prevails. If a Force Majeure Event prevails and/or is likely to prevail for a period beyond 2 (Two) months, both Parties will mutually decide the future course of action.
- 15.4 **Independent Parties:** The Parties are independent and nothing in this Agreement shall be deemed to create a relationship of agency, trust, association, joint venture, partnership, employer-employee, franchise between the Parties.
- 15.5 **Notices:** All notices required to be given or made hereunder by either Party shall be in English language,

in writing and (i) delivered personally, (ii) sent by prepaid registered post, (iii) sent through courier or (iv) sent through facsimile transmission addressed to the other Party at its address or number mentioned above or to such address or number as that Party may notify to the other Party in writing:

- 15.6 **Costs and Expenses:** Unless otherwise expressly provided in this Agreement, each Party shall bear and pay their respective costs and expenses for execution of this Agreement and performance of their respective obligations hereunder.
- 15.7 **Severability:** The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction to which any Party is subject shall not affect the legality, validity or enforceability of the other provisions hereof.
- 15.8 **Waiver:** No failure of either Party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Agreement (each a "Right") will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any other or further exercise of such Right or the exercise of any other Right. Any express waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.
- 15.9 **Assignment:** *Neither Party can assign this Agreement without the prior written consent of the other.*
- 15.10 **Entire Agreement/Amendment:** *This Agreement constitutes the entire Agreement between the Parties hereto and supersedes prior agreements, both written and oral, between the Parties with respect to the subject matter of this Agreement. No amendment, alteration, shall be effective unless it is in writing and signed by both the Parties hereto. In case modification of the Agreement is required for compliance of laws then the same may be communicated by email and such communication shall be binding on both the Parties.*
- 15.11 **Counterparts:** *This Agreement may be executed in counterparts, one to be retained by each Party, each of which will constitute original but both of which taken together will constitute and evidence one and the same transaction.*
- 15.12 **Electronic Communication:** *Save and except stated in this Agreement, and to the extent permitted under applicable laws, each of the Parties may communicate with the other by electronic means.*

IN WITNESS WHEREOF this Agreement has been entered into on the date and year first hereinabove written

For **Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited** For [●]

Name:
Designation:

Name:
Designation:

Witnesses:

1. Name and
Address
2. Name and
Address

SCHEDULE 1
Charges And Fees

SCHEDULE 2
Detailed Scope of Services to be provided by Service provider

SCHEDULE 3
Goods and Services Tax

The Goods and Services tax becomes applicable on all services as well as purchase of goods from 1st July 2017. Consequently, to comply with the provisions of Central Goods and Services Tax Act 2017 (CGST), State Goods and Services Tax Act 2017 (SGST), Union Territory Goods and Services Tax Act 2017 (UTGST), Integrated Goods and Services Tax Act 2017 (IGST), read with rules issued there under from time to time ("GST Law"), the Parties are mutually agreeing to the following:

1. The Service Provider agrees and undertakes to maintain GST Compliance Rating - Seller / Supplier as prescribed by the government from time to time throughout the Term of the Agreement, failing which the Company will have a right to immediately terminate the Agreement with the Service Provider.
2. The Service Provider shall ensure that the undisputed invoice is issued and delivered to the Company on a timely basis in order to ensure that the payment is made by the Company with the timelines provided in the Agreement or 180 days from the date of issue of undisputed invoice, whichever is earlier. Further the undisputed invoice should be delivered within one month from the provision of the Service/delivery of goods to safeguard the loss of credit to the Company.
3. The Service Provider agrees to adhere to the reporting timeline of GST return and agrees to file the GST return by the 10th of next month or any other timeline as prescribed in the GST law. The Service Provider agrees to report correct outward service provided/goods delivered ("Supply") in the return to enable admissibility of credit to the Company as per time of Supply. If the same is not done, the Company would be entitled to recover the credit lost from the Service Provider along with applicable interest.
4. The Service Provider agrees to send the invoices to the Company in the manner prescribed under the GST law containing the prescribed fields such as, name and GSTIN of Service Provider, name, address and GSTIN of recipient, description of goods/ service along with HSN/ SAC codes, quantity and value of goods, tax charged, rate of tax, invoice number and date etc. in a proper manner, along with other requirements as may be prescribed under the GST law.
5. HSN/ SAC of goods/ services would be prescribed by Service Provider and the same would be used by the Company. If the HSN/SAC code used in the invoice is different from return filed with the authority and due to such discrepancy if the Company loses out on input credit or any penalty or interest is imposed on the Company then the Service Provider immediately will reimburse the loss caused to the Company and keep Company indemnified of all liabilities arising out of such discrepancy.
6. Service Provider shall ensure that any discount given to the Company is duly recorded in the invoice. Further, in case any discount is offered after the Supply has been effected, then the same should be as per terms and conditions of the Agreement, and should be linked to relevant invoices.
7. Any adjustment of price or return of goods/service by the Service Provider shall be through credit note and the same shall be duly reported in the return linked with the invoice.
8. The Service Provider represents that he is not a Composition Dealer and he will inform the Company that he is as and when he becomes a Composition Dealer. Further, no GST should be charged by the Composition dealer on his invoice.
9. All references to VAT and Service Tax and cess, if any, in the Agreement stands replaced with IGST or CGST or SGST/UTGST as applicable.
10. It is being mutually agreed between the Parties that where the place of supply for services is the Location of Recipient, address provided by the Company for the purpose of billing would be treated as Location of Recipient/address on records as envisaged under GST Law. In case of goods, it shall be the responsibility of the Company to provide the correct "Bill to" and "Ship To" address and respective GSTIN, wherever applicable at the time of issuance of the purchase order. The Service Provider agrees not to dispute the billing details provided by the Company.

11. With respect to the services provided and/or goods supplied, the Service Provider will be solely responsible for performing all compliances and making payments of GST, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas.
12. This Schedule is effective from 1st July 2017.