

**National Bank for Financing Infrastructure and Development (NaBFID)**

**राष्ट्रीय अवसंरचना वित्तपोषण और विकास बैंक (नैबफिड)**

(संसद के अधिनियम के माध्यम से स्थापित एक अखिल भारतीय विकास वित्तीय संस्था)

(An All-India Development Financial Institution established through an act of Parliament)

(The Capital, A Wing, 15<sup>th</sup> Floor, 1503, G Block, Bandra Kurla Complex, Bandra (East),  
Mumbai-400051)

**Request For Proposal for Procurement of 500 Microsoft 365 E5 (M365 E5) Licenses  
and 500 Microsoft Teams Enterprise**

**Ref: NaBFID/IT/RFP/004 dated 28 July 2025**

**Schedule of Events**

|   | <b>Particulars</b>                     | <b>Remarks</b>   |
|---|--|--|
| 1 | Coordinates for correspondence         | Email ID: <a href="mailto:rfp@nabfid.org">rfp@nabfid.org</a><br>Address:<br>National Bank for Financing<br>Infrastructure and Development<br>(NaBFID),<br>The Capital, A Wing, 10th Floor, G<br>Block, Bandra Kurla Complex, Bandra<br>(East), Mumbai – 400051 |
| 2 | Last date for requesting clarification | Up to 06:00 PM 30 <sup>th</sup> July 2025<br>All communications regarding points/<br>queries requiring clarifications shall be<br>sent by email to <a href="mailto:rfp@nabfid.org">rfp@nabfid.org</a>  |
| 3 | Last date and time for Bid submission  | As per the Bid document published.   |

|   |  |   |
|---|--|---|
| 4 | Date and Time of opening of Technical Bids | As per the Bid document published.  |
| 5 | Commercial Price Bid opening               | Commercial price bid opening date will be communicated subsequently to the bidders.   |
| 6 | Earnest Money Deposit (EMD)                | Rs. 9,00,000/- (Rupees Nine Lakhs only) in the form of Bank Guarantee in favour of National Bank for Financing Infrastructure and Development payable at Mumbai, India. |

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## 1. Scope of Work / Functional Specifications

NaBFID intends to procure 500 Microsoft 365 E5 licenses and 500 Microsoft Teams Enterprise (1 Year Validity).

Bidder has to supply 500 Microsoft 365 E5 licenses and 500 Microsoft Teams Enterprise (1 Year Validity).

### Product Required

| Sl. No | Product Name  | No. of Licenses |
|--------|---|-----------------|
| 1      | Microsoft 365 E5 Licenses (1 Year Validity)<br><b>Product ID: CFQ7TTC0LFLZ</b>  | 500             |
| 2      | Microsoft Teams Enterprise (1 Year Validity)<br><b>Product ID: CFQ7TTC0MZJF</b> | 500             |

Bidder must quote the product IDs while submitting the bid.

Bank may use the provision to procure additional 125 Microsoft 365 E5 licenses (25% of total licenses) along with Microsoft Teams Enterprise during the contract period as and when required at the contracted rate on pro rata basis.

## 2. Terms & Conditions

1. Microsoft 365 E5 Licenses along with Microsoft Teams Enterprise should have OEM call logging facility.
2. Clear understanding: When a Bidder submits his/her tender in response to this tender, he/she will be deemed to have understood fully about requirements. No claim from Bidder shall be entertained whatsoever on the plea that the Bidder did not have a clear idea on any particular problem / issue related to any items listed above and or a clause of the tender.
3. Bidder must supply the Microsoft M365 E5 licenses 1 week before the expiry date 22/09/2025.
4. Bid documents to be submitted through GeM portal only.
5. Successful vendor has to execute NDA & SLA within 15 days of issuance of Purchase/Contract Order.
6. The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.
7. Sub-contracting is not permitted.
8. EMD (Earnest Money Deposit) has to be submitted in the form of Bank Guarantee in favour of National Bank for Financing Infrastructure and Development payable at Mumbai, India.
9. Bidder needs to submit Manufacturer Authorisation Form (MAF) from duly issued by Microsoft. Bank may reverify the MAF from Microsoft.
10. Bidder must ensure that Bank's Data resides within Indian Territory only.

11. Soft copy of EMD must be uploaded on GeM portal. The Hardcopy of EMD should be received by NaBFID on below address on or before the last day (06:00 PM) of bid submission in GeM portal.

IT Department, National Bank for Financing Infrastructure and Development (NaBFID), 10th Floor, The Capital, A Wing, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051

### **3. Bid Security / EMD (Refundable):**

The bidder should deposit bid security of Rs 9,00,000/- (Rupees Nine Laksh Only) in the form of Bank Guarantee favouring National Bank for Financing Infrastructure & Development (NaBFID), payable at Mumbai or a Bank Guarantee issued from a Scheduled Commercial Bank. Bank Guarantee should be valid for a minimum of 6 months (180 days) from the date of submission of bids with a claim period of 45 days. In case of bidders registered with NSIC/Udyog Aadhaar as MSME or a Start-up Company, they are eligible for waiver of EMD. However, SME bidders need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India. In addition, SME bidders must submit Annexure E in physical form (Hard copy) duly signed by Chartered Accountant before the last date and time of submission of bid.

Other terms & conditions relating to Bid security is as under:

- No interest will be payable on the Bid Security amount.
- Unsuccessful Bidders' Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per Appendix F
- Bid Security will be forfeited in the following cases:
  - If a bidder withdraws its bid during the period of bid validity; or
  - If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
  - In case of successful bidder, if the bidder fails:
    - To execute Contract & NDA within the stipulated time or
    - The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement & NDA.

### **4. NaBFID's right to accept any bid and to reject any or all Bids:**

NaBFID reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NaBFID's action.

### **5. Right to Verification:**

NaBFID reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job. The Bidder to extend all necessary assistance in this regard, failing which NaBFID reserves the right to reject the Bid.

## **6. Bidder's Obligation:**

- a) Bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract. It will also ensure that any change in its constitution, ownership or any material incident having a bearing on its performance obligation towards NaBFID will be immediately brought to the notice of NaBFID along with an action plan to cure deficiencies, if any, arising therefrom.
- b) Bidder is obliged to work closely with NaBFID's staff, act within its own authority and abide by directives issued by NaBFID from time to time and complete implementation activities.
- c) Bidder will abide by the job safety measures prevalent in India and will free NaBFID from all demands or responsibilities arising from accidents or loss of life, the cause of which is bidder's negligence. Bidder will pay all indemnities arising from such incidents and will not hold NaBFID responsible or obligated.
- d) Bidder is responsible for activities of its personnel and will hold itself responsible for any misdemeanours.
- e) Without NaBFID's prior written permission, Bidder shall not store or share NaBFID's materials including confidential information outside the geographical boundary of India or in/with a public cloud.
- f) Bidder agrees that it shall communicate to NaBFID well in advance along with detail plan of action, if any changes in Bidder's environment / infrastructure is of the nature that may have direct or indirect impact on the Services provided under the Contract or operations of its Services.
- g) Bidder shall ensure confidentiality, integrity, and availability of NaBFID's information at all times.

## **7. Liquidated Damages:**

If the Bidder fails to deliver and/or perform any or all the task within the stipulated time, scheduled as specified in this RFP/Contract, NaBFID may, without prejudice to its other remedies under the RFP/Contract, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof. The maximum amount that may be levied by way of penalty shall not exceed 10% of the Total Project Cost. Once the maximum deduction is reached, NaBFID may consider termination of the Agreement.

## **8. Adherence to Information Security and Cyber Security Policies**

Bidders are liable for not meeting the security standards or desired security aspects as per Bank's IT/Information Security / Cyber Security Policy/ RBI guidelines. The IT /Information Security/ Cyber Security Policy will be shared with successful bidders. Bidders should ensure Data Security and protection of facilities/application managed by them.

## **9. Modification and Withdrawal of Bids:**

- a) The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received by NaBFID, prior to the deadline prescribed for submission of Bids.
- b) No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- c) No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in appropriate action as per the terms of this RFP.

## **10. Period of Bid Validity**

- a) Bid shall remain valid for a duration of 180 calendar days from Bid submission date or as may be extended.
- b) In exceptional circumstances, NaBFID may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse or not respond to the request. However, any extension of validity of Bids will not entitle the Bidder to revise / modify the Bid document.

## **11. Rejection of Bid**

The Bid may be liable to be rejected if:

- i. The document does not bear the signature of authorized person in each page and duly stamped.
- ii. It is received after expiry of the due date and time stipulated for Bid submission.
- iii. Incomplete bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- iv. It is evasive or contains incorrect information.
- v. Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
- vi. Bidder should comply with all the points mentioned in the scope of work, technical specifications and all other clauses of RFP. Non-compliance of any point will lead to rejection of the bid.
- vii. Non-submission of bid security/EMD.

## **12. Contacting NaBFID**

- i. No Bidder shall contact NaBFID on any matter relating to its Bid, from the time of opening of Technical Bid to the time the vendors are empanelled.
- ii. Any effort by a Bidder to influence NaBFID in its decisions on Bid evaluation, bid comparison, or contract award may result in the rejection of the Bid.

## **13. Delay in Bidder's Performance**

If at any time during performance of the Contract, Bidder should encounter conditions impeding timely delivery of the Services/goods, Bidder shall promptly notify NaBFID in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable



after receipt of Bidder's notice, NaBFID shall evaluate the situation and may, at its discretion, extend Bidders' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

Any delay in performing the obligation/ defect in performance by Bidder may result in imposition of penalty, liquidated damages and/or termination of Contract (as laid down elsewhere in this RFP document).

#### **14. Conflict of Interest**

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NaBFID shall be entitled to forfeit and appropriate the EMD/ Security Deposit (as may be highlighted in the RFP), as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by NaBFID.

#### **15. Code of Integrity**

The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, NaBFID shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.

Bidders are obliged under this clause to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of Contract. Failure to do so would amount to violation of this code of integrity.

Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- **"Corrupt practice"** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- **"Fraudulent practice"** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
- **"Coercive practice"** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- **"Anti-competitive practice"** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Bidders, with or without the knowledge of NaBFID, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- **“Obstructive practice”** means materially impede NaBFID’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding NaBFID’s rights of audit or access to information.

## **16. Termination for Default**

NaBFID may, without prejudice to any other remedy for breach of Contract, written notice of not less than 30 (thirty) days, terminate the Contract in whole or in part:

- a) If the bidder fails to deliver any or all of the obligations within the time period specified in the RFP/Contract, or any extension thereof granted by NaBFID.
- b) If the bidder fails to perform any other obligation(s) under the RFP/Contract.
- c) Violations of any terms and conditions stipulated in the RFP.
- d) On happening of any termination event mentioned in the RFP/Contract.

In the event of failure of the bidder to render the Services/goods or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, NaBFID at its sole discretion may make alternate arrangement for getting the Services/goods contracted with another bidder. In such case, NaBFID shall give prior notice to the existing bidder. The existing bidder shall continue to provide services/goods as per the terms of the Contract until a ‘New bidder’ completely takes over the work. During the transition phase, the existing bidder shall render all reasonable assistance to the new bidder within such period prescribed by NaBFID, at no extra cost to NaBFID, for ensuring smooth switch over and continuity of services, provided where transition services are required by NaBFID or New bidder beyond the term of this Contract, reasons for which are not attributable to bidder, payment shall be made to bidder for such additional period on the same rates and payment terms as specified in this Contract.

## **17. Disputes / Arbitration (Applicable only in case of successful bidders)**

All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (NaBFID or bidder), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance

with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

Bidder shall continue to work under the Contract during the arbitration proceedings unless otherwise directed by NaBFID or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

## **18. Force Majeure**

Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

For the purposes of this clause, 'Force Majeure' means extraordinary events or circumstances beyond human control such as an act of God (like a natural calamity) or events such as wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Bidder but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

If a Force Majeure situation arises, Bidder shall promptly notify NaBFID in writing of such condition and the cause thereof. Unless otherwise directed by NaBFID in writing, Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the Force Majeure situation continues beyond continuous period of 30 (thirty) days, either party shall have the right to terminate the Contract by giving a notice to the other party.

Neither party shall have any penal liability to the other in respect of the termination of the Contract as a result of an event of Force Majeure. However, the Bidder shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Contract.

## **19. Right to Audit**

The Bank shall have right to conduct audits by its internal/ external auditors or by agents appointed to act on its behalf. In this case Bidder furnishes all relevant information, records/data to such auditors and/or inspecting officials. Where any deficiency has been observed during audit of the Bidder on the risk parameters finalized by NaBFID or in the certification submitted by the auditors, the Bidder shall correct/resolve the same at the earliest and /or within timelines stipulated by NaBFID and shall provide all necessary documents related to resolution thereof.

The bidder has to ensure compliance of information security according to policy of NaBFID and mitigate the risk if any within the stipulated time without any additional cost to NaBFID.

## **20. Timeline for assigning M365 licenses**

Bidder must supply the Microsoft M365 E5 licenses 1 week before the expiry date 22/09/2025.

## **21. Terms of Payment**

Invoice to be raised post successful delivery of Microsoft 365 E5 Licenses along with Microsoft Teams Enterprise.

Payment will be made Online in INR within 30 days from Invoice Date.

## **22. Renewal of Contract**

This Agreement may be renewed for an additional term of six (6) months, upon mutual agreement of both parties. The terms and conditions of the renewal shall be negotiated and agreed upon in writing by both parties no later than thirty (30) days prior to the expiration of the current term. If the parties are unable to reach an agreement on the terms of the renewal, this Agreement will terminate at the end of the current term.

## **23. Evaluation Process**

A two-stage evaluation will be followed. The bidder shall submit eligibility/technical bid and Commercial bid in GeM portal. The technical evaluation shall be conducted first. Those bidders who meet technical eligibility criteria shall be pre-qualified and Commercial bids of only such prequalified bidders shall be opened and evaluated. The lowest bidder shall be selected.

### **Evaluation of Eligibility Criteria**

All Bids will be evaluated as per the eligibility criteria as per Appendix B and Appendix C. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

Only those Bidders who qualify for eligibility criteria shall be shortlisted for commercial bid evaluation.

### **Evaluation of Commercial Bids**

Commercial bids should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial bid submitted by the respective bidder. If any cost items in the commercial bid is offered at free of Cost, the same shall be filled accordingly. If found to be blank and not filled with any amount, the same shall be treated as defective and shall be rejected. The calculation arrived by the Bank will be final and will be binding on the bidders.

Commercial Bids of technically qualified bidders only will be opened on a subsequent date. Authorized representatives of Bidders may be present online during opening of the Commercial Bids. However, Commercial Bids would be opened even in the absence of any or all of Bidders representatives.

Bidder quoting the lowest commercial shall qualify as the L 1 Bidder and would be declared as successful bidder and shall be awarded the contract.

## **24. Other Terms**

Please note that any response which does not provide any / all the information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard.

The Bank reserves the right to accept or reject the tender in whole or in parts without assigning any reason thereof. The bank's decision will be final, and the bank will not entertain any correspondence in this regard. Bank will not assume any responsibility in case of delay or non-delivery of responses by post, courier, etc. within the stipulated time. Mere response to the tender will not entitle nor confer any right on the vendors for supply/sale to the bank.

Those vendors who do not fulfil any one of the required specifications and not meeting other criteria will not be considered.

## **25. Indemnity**

The vendor will indemnify, protect and save the Bank against all claims, losses, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. in respect of the products / items supplied by them.

## **26. Information and Secrecy**

The Vendor must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The Vendor will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Vendor if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank.

## **27. Publicity**

The vendor shall not advertise or publicly announce that he is undertaking work for NaBFID without written consent of NaBFID.

## **28. Standards**

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

## **29. No Employer Employee Relationship**

The Vendor or any of its holding / subsidiary / joint venture / affiliate / group / client companies / or any of their employees / officers / staff / personnel / representatives / agents / shall not under any circumstances be deemed to have any employer – employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

### **30. Authorized Signatory**

The Vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The Vendor shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Vendor shall furnish proof of signature identification for above purposes as required by the Bank.

### **31. Repeat Order**

Bank may use the provision to procure additional 125 Microsoft 365 E5 licenses along with Microsoft Teams Enterprise during the contract period as and when required at the contracted rate on pro rata basis.

## Appendix–A

### **BID FORM (TECHNICAL BID)**

[On Company's letter head]

(To be included in Technical Bid)

Date: \_\_\_\_\_

To:

< Address of tendering office >

Dear Sir,

**Ref: RFP No.**

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by NaBFID and we offer to deliver the products detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

**i.** While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- Commercial bids submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The commercial bids submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the products/services mentioned in this RFP in our commercial Bid.
- The rate quoted in the commercial Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by NaBFID, without any exception.

**ii.** We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

- iii.** We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NaBFID, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv.** We undertake that we will not resort to canvassing with any official of NaBFID, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v.** It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, NaBFID will have right to disqualify us from the RFP without prejudice to any other rights available to NaBFID.
- vi.** We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by NaBFID.
- vii.** We agree to abide by all the RFP terms and conditions and the rates quoted therein for the orders awarded by NaBFID up to the period prescribed in the RFP, which shall remain binding upon us.
- viii.** On acceptance of our technical bid, we undertake to participate in the commercial bid. In case of declaration as successful bidder, we undertake to complete the formalities as specified in this RFP.
- ix.** The final successful bidder will be whose commercial bid is the lowest(L1) as per commercial evaluation to be conducted by NaBFID or a company authorized by NaBFID.
- x.** Till execution of a formal contract, the RFP, along with NaBFID's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on NaBFID and us.
- xi.** We understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.



- xii.** We hereby certify that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii.** We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP, or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv.** We hereby certify that we (participating in RFP as OEM) OEM/ OEM’s authorized partner have a support centre and level 3 escalation (highest) located in India.
- xv.** We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with NaBFID for more than 6 months from the date of issue of purchase order.
- xvi.** We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xvii.** If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by NaBFID to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xviii.** We understand that as per schedule of events, Sl. No. 8 of the RFP, Bids must be supported by EMD. Accordingly, we undertake that (a) we shall not withdraw or modify our bid during the period of Bid validity; (b) if we are considered technically qualified Bidder by NaBFID, we shall participate in the commercial bid; (c) we have not made any statement or enclosed any form which may turn out to be false/ incorrect at any time prior to signing of Contract; (d) if we are awarded the Contract, we shall accept Purchase Order and/or sign the Contract with NaBFID and furnish Bank Guarantee, within the specified time period in the RFP. (e) In case we do not comply with any of the above points, NaBFID has the right to forfeit the EMD

**xix.** We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by NaBFID in the RFP document.

Dated this ..... day of ..... 2025

\_\_\_\_\_

*(Signature)*

*(Name)*

*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_ **Seal of the company.**

|   |
|---|
| <b><u>Bidder's Eligibility Criteria</u></b> |
|---|

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

| S. No. | Eligibility Criteria  | Compliance (Yes/No) | Documents to be submitted   |
|--------|---|---------------------|---|
| 1.     | The bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or Private Limited/Limited company.<br>The bidder should be in existence for a period of at least 5 years as on July 28, 2025.  |                     | Certificate of Incorporation issued by competent authority and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. |
| 2.     | Bidder must submit a bid specific MAF from the OEM.   |                     | Bid Specific MAF from OEM with contact details for verification.  |
| 3.     | The bidder should have an annual turnover of not less than Rs.1.35 Crore in the last three FYs (i.e. 2021-22, 2022-23 & 2023-24). Note- It should be individual company turnover and not that of any group of companies.  |                     | Auditor's Certificate by mentioning the Annual turnover for the mentioned financial years in tabular format should be submitted.  |
| 4.     | The bidder should have positive Net worth during last three financial years (i.e. 2021-22, 2022-23 & 2023-24).  |                     | Auditor's Certificate, mentioning the Net worth for the mentioned financial years in tabular format, should be submitted.   |
| 5.     | Bidder should have supplied minimum 250 M365 E5 Licenses in last 3 years from the date of RFP in<br>1.Banks (Public Sector Banks and Other Scheduled Commercial Banks)<br>2)All-India Financial Institutions<br>3)Nationalized Insurance Companies<br>4)PSUs/PSE<br>5)Private Companies |                     | Copy of the order and/or Certificate of completion of the work.   |

|    |   |  |  |
|----|---|--|--|
| 6. | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.  |  | Bidder should specifically confirm on their letterhead in this regard.   |
| 7. | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of NaBFID).  |  | Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head. |
| 8. | Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. |  | Bidder should specifically certify in <b>Appendix-A</b> in this regard.  |
| 9. | Appendix A,B,C,D,E,F,G,H,I,J  |  | Bidder should submit mentioned Appendixes in the letter head signed and sealed. If not applicable same needs to be mentioned in Appendix B: Criteria Number 9.   |

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**Name & Signature of authorised signatory**

**Seal of Company**

### **Commercial Evaluation**

1. The Commercial evaluation will take place based on the Commercial price bid (Appendix-C) submitted by the bidder. The Commercial price bid will be considered only if the bidder fulfils the eligibility criteria.
2. Lowest responsive priced bid (L1) would be declared as successful and shall be awarded the contract.

Appendix-C

Commercial Bid

| No                | Item   | Total Amount in Rupees (Without GST) | Total Amount in Rupees (With GST) |
|-------------------|--|--------------------------------------|-----------------------------------|
| 1.                | Cost for 500 Microsoft 365 E5(M365 E5) Licenses (1 Year Validity)<br><br><b>Product ID: CFQ7TTC0LFLZ</b> |                                      |                                   |
| 2.                | Cost for 500 Microsoft Teams Enterprise (1 Year Validity)<br><br><b>Product ID: CFQ7TTC0MZJF</b>         |                                      |                                   |
| <b>Total Cost</b> |  |                                      |                                   |

**Name & Signature of authorized signatory**

**Seal of Company**

**Bank Guarantee Format for Earnest Money Deposit**

To:

\_\_\_\_\_

National Bank for Financing Infrastructure & Development (NaBFID)

The Capital, A wing, 15th floor – 1503, G block

BKC,Bandra , Mumbai – 51

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated \_\_\_\_\_ (Date) for the execution of (Name of Contract) \_\_\_\_\_ (hereinafter called "the Tender") in favour of \_\_\_\_\_ hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, \_\_\_\_\_ (name of the issuing Bank), a body corporate constituted under the \_\_\_\_\_ having its Head Office at \_\_\_\_\_ amongst others a branch/office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
  - (i) fails or refuses to execute the Agreement, if required; or
  - (ii) fails or refuses to furnish the performance security, in accordance with clause \_\_\_\_\_ of conditions of Contract.

We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only)

ii) This Bank Guarantee is valid up to \_\_\_\_\_ and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee  
only and only if you serve upon us a written claim or demand on or before  
\_\_\_\_\_ (mention period of guarantee as found under clause (ii) above  
plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2023.

(SIGNATURE & SEAL OF THE BANK)



**Certificate of Waiver for MSME Firms**

(in Letter head of Chartered Accountant)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_ has made an original investment of Rs. \_\_\_\_\_/- in \_\_\_\_\_, as per Audited Balance Sheet as on 31.03\_\_\_\_. Further we certify that the Company is classified under Micro and Small Enterprise (MSE) as per MSME Act 2006 and subsequent government notifications.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

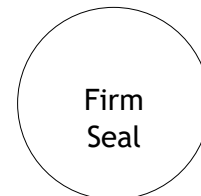
Chartered Accountant Firm Name

Signature

Name

Reg.No

VID No.



**LETTER FOR REFUND OF EMD**

(To be submitted by the unsuccessful bidders)

Date:

To,

National Bank for Financing Infrastructure & Development (NaBFID)

The Capital, A wing, 15th floor – 1503, G block

BKC,Bandra , Mumbai - 51

We \_\_\_\_\_ (Company Name) had participated in the Request for Proposal (RFP) for \_\_\_\_\_ and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

| <b>Sr. No.</b> | <b>Bidder Name</b> | <b>DD/BG Number</b> | <b>Drawn on (Bank Name)</b> | <b>Amount (Rs)</b> |
|----------------|--------------------|---------------------|-----------------------------|--------------------|
|                |                    |                     |                             |                    |

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Sign

Name of the signatory

Designation

Company Seal.

**Bid Security Declaration**

To,

National Bank for Financing Infrastructure & Development (NaBFID)

The Capital, A wing, 15th floor – 1503, G block

BKC,Bandra , Mumbai - 51

Dear Sir,

Subject: Request for Proposal (RFP) for \_\_\_\_\_

We \_\_\_\_\_ (bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 5 years from the date of submission of Bid in case of any of the following:

1. If the bid submitted by us is withdrawn/modified during the period of bid validity.
2. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract.
3. In case of we becoming successful bidder and if:
  - a) we fail to execute Contract within the stipulated time.
  - b) we fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,

Date:

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Authorized Signatories  
(Name & Designation, seal of the firm)

**Restriction on Procurement due to National Security**

**(This Certificate should be submitted on the letterhead of the bidder)**

Date:

To,

National Bank for Financing Infrastructure & Development (NaBFID)

The Capital, A wing, 15th floor – 1503, G block

BKC,Bandra , Mumbai - 51

Ref.: RFP No.: \_\_\_\_\_ Dated: \_\_\_\_\_

1. "I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

2. I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on subcontracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with competent authority. I hereby certify that this bidder fulfills all requirement in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by competent authority shall be attached)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

**Declaration for Compliance**

(In Company letterhead)

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature:

Name

Date

Seal of company:

Technical Specification

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations

List of deviations

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

Signature:

Name

Date

Seal of company:

(If left blank it will be construed that there is no deviation from the specifications given above)

**Appendix -J**

(To be submitted by the bidders)

Date:

To,

National Bank for Financing Infrastructure & Development (NaBFID)

The Capital, A wing, 15<sup>th</sup> floor – 1503, G block

BKC,Bandra , Mumbai - 51

Subject: Undertaking Regarding Ownership and Control of the Bidder's Firm

Dear Sir/Madam,

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, do hereby undertake and confirm that our firm is not owned or controlled by any Director, Employee, or their relatives of NaBFID.

We further declare that:

1. No Director or Employee of NaBFID, or their relatives as defined under Sec 2 (77) Companies Act, 2013, has any ownership, controlling interest, or financial stake in our firm.
2. We have disclosed any potential conflict of interest, if any, and confirm compliance with all applicable guidelines related to procurement and bidding.
3. In case any such conflict of interest is discovered at a later stage, we accept that NaBFID reserves the right to disqualify our bid or take any appropriate action, as deemed necessary.

For and on behalf of  
[Name of the Bidder's Firm]

Authorized Signatory