

**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 Microsoft 365- E5 licenses**

**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> Address: National Bank for Financing Infrastructure and Development (NaBFID), The Capital, A Wing, 15th Floor-1503, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051
2	Bid Document Availability including changes/amendments if any to be issued	Bid document may be downloaded from Nabfid's website - <a href="http://www.nabfid.org">www.nabfid.org</a> and from GeM portal
3	Last date for requesting clarification	Up to 4:00 PM on 18 <sup>th</sup> July,2024 All communications regarding points/queries requiring clarifications shall be sent by email to <a href="mailto:rfp@nabfid.org">rfp@nabfid.org</a>
4	Pre - bid Meeting (online meeting)	22nd July 2024 5:00 PM -Online Meeting. Link for the VC would be uploaded in NaBFID website on 20 <sup>th</sup> July,2024.
5	Clarifications to queries raised at pre-bid meeting will be provided by NaBFID.	On 24 <sup>th</sup> July 2024

6	Last date and time for Bid submission	Up to 4:00 PM on 29 <sup>th</sup> July 2024 @ GeM portal only
7	Date and Time of opening of Technical Bids - online	<p>4:30 PM on 29<sup>th</sup> July 2024 (Online Only)</p> <p>Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.</p> <p>Link for the VC would be updated in the Website on 27<sup>th</sup> July, 2024.</p>
8	Commercial Price Bid opening	Commercial price bid opening date will be communicated subsequently to the bidders who qualify in the Technical Bid
9	Earnest Money Deposit (EMD)	<p>Rs. 1,00,000/- (Rupees One lakh only) in the form of Demand Draft/Bank Guarantee in favour of National Bank for Financing Infrastructure and Development payable at Mumbai, India.</p> <p>Earnest Money Deposit (EMD) should be enclosed in a separate cover and should not be included in technical or commercial price bid.</p>

### **Product Required**

Sl. No	Product Name	No. of Licenses	Additional Info
1	Microsoft 365 -E5 along with 1 Year Support and maintenance cost 24x7x365. Either OEM support/End to End support-(Online/Offline)	200	Provision to procure additional 50 licenses (25%) during the contract period as and when required at the contracted rate

### **Terms & Conditions**

1. The mentioned Total cost should be inclusive of one year Support and maintenance cost (24x7x365) and GST. Either OEM support/End to End support-(Online/Offline)
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 including of the items after SITC and maintenance support terms and conditions. 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. Bids documents to be submitted through GeM portal only.
4. Successful vendor has to execute NDA & SLA within 15 days of issuance of Purchase/Contract Order.
5. 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.
6. Sub-contracting is not permitted.

7. **Exemption of EMD**

Micro & Small Enterprises (MSE) units and Start-ups\* are exempted from payment of EMD provided the products and/or services they are offering, are manufactured and/or services rendered by them. Exemption as stated above is not applicable for selling products and/or services, manufactured/ rendered by other companies.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

Bidders may please note:

NSIC certificate/ Udyog Aadhar Memorandum/Udyam Registration Certificate should cover the items tendered to get EMD exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.

“Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.

\*Start-ups which are not under the category of MSE shall not be eligible for exemption. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD.

If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without EMD will be summarily rejected and no queries will be entertained.

**8. 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.

**9. 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.

## **10. Confidentiality**

Confidentiality obligation shall be as per Non-disclosure Agreement placed as **Appendix-E** to this RFP. NaBFID reserves its right to recall all NaBFID's materials including confidential information, if stored in Service Provider system or environment, at any time during the term of the Contract or immediately upon expiry or termination of Contract. Service Provider shall ensure complete removal of such material or data from its system or environment (including backup media) to the satisfaction of NaBFID.

## **11. Service Provider's Obligation**

- a) Service Provider 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) Service Provider 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) Service Provider 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 Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold NaBFID responsible or obligated.
- d) Service Provider is responsible for activities of its personnel and will hold itself responsible for any misdemeanours.
- e) Service Provider shall treat as confidential all data and information about NaBFID, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior

written approval of NaBFID as explained under 'Non-Disclosure Agreement' in Appendix-E of this RFP.

- f) Without NaBFID's prior written permission, Service Provider shall not store or share NaBFID's materials including confidential information outside the geographical boundary of India or in/with a public cloud.
- g) Service Provider agrees that it shall communicate to NaBFID well in advance along with detail plan of action, if any changes in Service Provider'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.
- h) Service Provider shall ensure confidentiality, integrity, and availability of NaBFID's information at all times.

## **12. Liquidated Damages**

If the Service Provider fails to deliver and/or perform any or all the Services within the stipulated time, schedule 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.

### **13. 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.

### **14. Period of Bid Validity**

- a) Bid shall remain valid for a duration of 90 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.

### **15. Rejection of Bid**

The Bid is 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/Integrity Pact (IP).

#### **16. 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.

#### **17. Delay in Service Provider's Performance**

If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery of the Services, Service Provider 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 Service Provider's notice, NaBFID shall evaluate the situation and may, at its discretion, extend Service Providers' 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 Service Provider may result in imposition of penalty, liquidated damages and/or termination of Contract (as laid down elsewhere in this RFP document).

#### **18. 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.

#### **19. 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.

## **20. 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 Service Provider 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 Service Provider 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 Service Provider to render the Services 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 contracted with another Service Provider. In such case, NaBFID shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider 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 Service Provider beyond the term of this Contract, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Contract.

## **21. 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 Service Provider), 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.

Service Provider 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.

## **22. 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 Service Provider 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, Service Provider shall promptly notify NaBFID in writing of such condition and the cause thereof. Unless otherwise directed by NaBFID in writing, Service Provider 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 Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Contract.

## **23. 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 Service Provider furnishes all relevant information, records/data to such auditors and/or inspecting officials. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by NaBFID or in the certification submitted by the auditors, the Service Provider 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.

**24. Timeline for assigning M365 licenses**

The successful bidder must provide M365 E5 licenses within 10 days of releasing the Contract Order.

**25. Terms of Payment**

1. Invoice to be raised post successful configuration of M365 licenses.
2. Payment will be made Online in INR within 30 days from Invoice Date.

**26. 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.

**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 supply, Install, test, commission and support the desired Software Solution 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 Service Provider, 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)/ our OEM 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. 9 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 ..... 2024

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*(Signature)* *(Name)*

*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

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**Seal of the company.**

## Appendix-B

<b><u>Bidder's Eligibility Criteria</u></b>
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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:

<b>S. No.</b>	<b>Eligibility Criteria</b>	<b>Compliance (Yes/No)</b>	<b>Documents to be submitted</b>
1.	The bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or Pvt. Limited/Limited company.		Certificate of Incorporation issued by competent authority and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2.	The Bidder (including its OEM, if any) must comply with the requirements 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		Bidder should specifically certify in <b>Appendix-A</b> in this regard and provide a copy of the registration certificate issued by competent authority wherever applicable.
3.	The Bidder must have an average annual turnover of minimum Rs. One crore during the last 03 (three) financial year(s) i.e., FY23-24, FY22-23, and FY21-22.		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for FY24 may be submitted.)
4	Bidder should have minimum 5 years experience in <b>supply, implementation, management &amp; maintenance of Microsoft 365</b> at : 1. Banks (Public Sector Banks and Other Scheduled Commercial Banks) 2)All-India Financial Institutions 3)Nationalized Insurance Companies 4)PSUs/PSE		Copy of the order and/or Certificate of completion of the work. The Bidder should also furnish a user acceptance report.
5.	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.

6.	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.
7.	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.

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**

**Scope of Work**

1. Delivery of Microsoft E 5 licenses with all the applicable component licensing which includes, but not limited to, M 365 apps, Calendar & scheduling, Content services, CASB, Data Leakage Prevention (Email, Files, Endpoints), Information classification & protection, Identity & access management, Endpoint & application management / control, Endpoint posture assessment, Extended detection & response, Sandboxing, Threat intelligence, Threat protection, Security & compliance and Windows operating system.
2. Implementation of M E5 components / features ( as mentioned above) as per the requirement of the Bank during the project period.
3. Configuration & deployment of various security components and features of M E5 package, which includes, but not limited to, configuration & deployment of group policies /rules for Windows & M 365 apps, MDM & MAM, Defender components, Windows update/patching, Data Leakage Prevention , Information classification & protection, Rule based automatic detection, EDR, Application control etc.
4. Configuration of Azure Active Directory & integration of endpoints with the Active Directory
5. Generation and submission of various reports from M 365 console & taking remedial action to the identified gaps
6. Gap identifications and fine tuning of rules/group policies from time to time.
7. Creation & delivery of Standard Operating Procedures (SOPs) related to various components/features/ rules/group policies etc.
8. Knowledge Transfer sessions on configurations/ deployments/ operations of various components/features of the solution to Bank & third-party resources engaged by the Bank.

## **Commercial Evaluation**

1. The Commercial evaluation will take place based on the Commercial price bid (Appendix-D) 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-D**

<b>Commercial Bid</b>
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### **Name of the Bidder:**

Sr. No.	Item	Total Amount in Rupees (inclusive GST)
1.	Subscription cost for the solution for one year	
2.	One Year Support and maintenance cost 24x7x365 including implementation cost, if any	
<b>Total Cost</b>		

### **Name & Signature of authorized signatory**

### **Seal of Company**

**APPENDIX - E**

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at \_\_\_\_\_ between:

NaBFID constituted under the National Bank for Financing Infrastructure and Development Act, 2021 having its office at Mumbai (Full address to be mentioned) through its \_\_\_\_\_ Department (hereinafter referred to as “NaBFID” which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ for NaBFID and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the “Receiving Party” and the Party disclosing the information being referred to as the “Disclosing Party”). Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

1. **Confidential Information and Confidential Materials:**

- “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in

any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

- Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.
- "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

## **2. Restrictions**

- Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider appoints any sub-contractor (if allowed) then the Service Provider may disclose Confidential Information to such sub-contractor subject to such sub-contractor giving NaBFID an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or sub-contractor shall also be constructed a breach of this Agreement by Receiving Party.
- Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and

shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- the statutory auditors of the either party and
- government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof.
- Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **Rights and Remedies**

- Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - Suspension of access privileges.
  - Change of personnel assigned to the job.
  - Termination of contract.
- Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

1. All Confidential Information and Confidential Materials are and shall remain the sole property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to

Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.

2. Confidential Information made available is provided "As Is," and Disclosing Party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of Disclosing Party.
3. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
4. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
6. In case of any dispute, both the parties agree for neutral third-party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant, or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause

prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.

7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
9. The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## **5. Suggestions and Feedback**

Either party from time to time may provide suggestions, comments, or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "Feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the Receiving Party. However, the Receiving Party shall not disclose the source of any Feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_(place)

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		