



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

प्रस्ताव के लिए अनुरोध (आरएफपी) -

माइक्रोसॉफ्ट (एमएस) ऑफिस 365 क्लाउड सर्विस सदस्यता की खरीद

**Request for Proposal (RfP) for
Procurement of Microsoft (MS) Office 365 Cloud Service
Subscription**

**[केवल अधिकृत माइक्रोसॉफ्ट ऑफिस 365 क्लाउड सर्विस प्रदाता के लिए
Only for Authorised Microsoft Office 365 Cloud Service Providers]**

टेंडर सं. / Tender No.	400/2018/1276/BYO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	अक्टूबर 18, 2017 / October 18, 2017
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	नवम्बर 07, 2017 / November 07, 2017
बयाना जमा राशि / Earnest Money Deposit	₹2,65,000/- (Rupees Two lakh Sixty Five Thousand Only)
टेंडर मूल्य / Tender Cost	Nil

भारतीय लघु उद्योग विकास बैंक
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SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
MSME Development Center, C-11, 'G' Block,
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

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1. Critical Information

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	अक्टूबर 27, 2017 October 27, 2017	1600 hrs
2	Pre Bid meeting (<i>no clarifications would be given after pre-bid meeting</i>)/ पूर्व-बोली बैठक) पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा(अक्टूबर 30, 2017 October 30, 2017	1130 hrs
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	नवम्बर 07, 2017 November 07, 2017	1600 hrs
4	Date & Time of Opening of Minimum Eligibility bid न्यूनतम बोली खोलने की तिथि व समय	नवम्बर 07, 2017 November 07, 2017	1600 hrs
5	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated to shortlisted bidders at a later date / शॉर्टलिस्ट किए गए बोलीदाताओं को बाद में सूचित किया जायेगा	
6	Address for Bid Submission/ बोली जमा और पूर्व-बोली बैठक करने का पता		
	महाप्रबन्धक (सिस्टम्स) भारतीय लघु उद्योग विकास बैंक, तीसरा तल, इन्फॉर्मेशन टेक्नालजी वेरतिकाल, एमएसएमई विकास केंद्र, प्लॉट सं. सी-11, जी ब्लॉक, बांद्रा कुर्ला काम्प्लेक्स, बांद्रा(पू.), मुम्बई दूरभाष: 022-67531100 / 67531228 फैक्स: 022-67531236	General Manager (Systems) Small Industries Development Bank of India, 3rd Floor, Information Technology Vertical , MSME Development Centre Plot No. C-11, G Block, Bandra Kurla Complex , Bandra (E), Mumbai - 400 051 Phone: 022-67531100 / 67531228 Fax: 022-67531236	
7	Bid Validity/ बोली के वैद्यता	90 days from the last date of bid submission / बोली जमा करने की अंतिम तिथि से 90 दिन तक।	
8	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण:	C R Sadagoban, DGM (Systems) उप महा प्रबंधक (सिस्टम्स) 022-67531271, sadagopan@sidbi.in	
9	Independent External Monitor / स्वतंत्र बाह्य मॉनिटर		
	श्री अशोक सिन्हा (आईएएस सेवानिवृत्त), 13 ययाती, सेक्टर - 58 ए, नेरुल (पश्चिम), पाम बीच रोड, नवी मुंबई 400706, फ़ोन : 9821844044, मेल ईद : asinha51@gmail.com	Shri. Ashok Sinha, (IAS ret'd.), 13 Yayati, Sector-58A, Nerul (West), Palm Beach Road, Navi-Mumbai 400706, Ph: 9821844044, Mail id: asinha51@gmail.com	

2. Abbreviations

EMD	Earnest Money Deposit
DD	Demand Draft
AMC	Annual Maintenance Contract
OEM	Original Equipment Manufacturer
IPS	Intrusion Prevention System
SOC	Security Operations Centre
SIEM	Security Incident and Event Management
NBD	Next Business Day
DC	Data Centre, Mumbai
DR Site	Disaster Recovery Site, Chennai
RCA	Root Cause Analysis
PM	Preventive Maintenance
LD	Liquidity Damages
DDoS	Distributed Denial of Service
SP	Service Provider
IPv4	Internet Protocol Version 4
IPv6	Internet Protocol Version 6
NOC	Network Operating Centre
SoW	Scope of Work
CSP	Cloud Service Provider

Annexure Details:

Annexure/ Appendix Number	Description
Annexure-I	Bid Forwarding Letter
Annexure-II	Minimum Eligibility Bid
Annexure-III	Commercial Bid
Annexure-IV	Manufacturer Authorization Format
Annexure-V	Power of Attorney
Annexure-VI	Non Blacklisting
Annexure-VII	Bank Mandate Form
Annexure-VIII	EMD / Bid Security Form
Annexure-IX	Pre Contract Integrity Pact
Annexure-X	Statement of Deviations
Annexure-XI	List of Agreements to be executed
Annexure-XII	Non-Disclosure Agreement
Annexure-XIII	Performance Guarantee Format
Annexure-XIV	Solution Architecture, Implementation & Roll-Out Plan

3. Introduction and Disclaimers

3.1. Purpose of RfP

- 3.1.1.** The purpose of RfP is to Shortlist a Microsoft Office 365 Cloud Service Provider (CSP) for Supply, Implementation, Integration and Maintenance of Office 365 Cloud Solution for the Bank, and Migration of existing Mail boxes of its Staff.
- 3.1.2.** The contract duration is THREE (03) years.
- 3.1.3.** Details of the tender are given in the subsequent sections of this document.

3.2. Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with SIDBI. Neither SIDBI nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither SIDBI nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

3.3. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, SIDBI and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of SIDBI or any of its officers, employees, contractors, agents, or advisers.

3.4. Costs to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

3.5. No Legal Relationship

No binding legal relationship will exist between any of the Respondents and SIDBI until execution of a contractual agreement.

3.6. Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

3.7. Errors and Omissions

Each Recipient should notify SIDBI of any error, omission, or discrepancy found in this RfP document.

3.8. Acceptance of Terms

A Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms of this RfP including Introduction and Disclaimer.

3.9. Requests for Proposal

- 3.9.1. Recipients are required to direct all communications related to this RfP, through the following Nominated Point of Contact person:

Contact Person(1)	C R Sadagoban
Position	DGM (Systems)
Email ID	sadagopan@sidbi.in
Telephone No.	+91 - 22 -67531271
Contact Person(2)	A M Prabhu
Position	AGM (Systems)
Email ID	amprabhu@sidbi.in
Telephone No.	+91 - 22 -67531296

- 3.9.2. SIDBI may, in its absolute discretion, seek additional information or material from any of the Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 3.9.3. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.
- 3.9.4. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

3.10. Notification

SIDBI will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of this RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

4. Background

4.1. About SIDBI

Small Industries Development Bank of India (SIDBI) was established in April 1990.

The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

The four basic objectives set out in the SIDBI Charter are Financing, Promotion, development and Co-ordination for orderly growth of industry in the MSME sector. The Charter has provided SIDBI considerable flexibility for adopting appropriate operational strategies to meet these objectives. The activities of SIDBI, as they have evolved over the period of time, now meet almost all the requirements of sector which fall into a wide spectrum constituting modern and technologically superior units at one end and traditional units at the other.

The Bank provides its services through a network of its offices located all over India. Detailed information on the functions of the bank is provided on the website www.sidbi.in.

4.2. Current Setup

4.2.1. Active Directory Service (Architecture).

4.2.1.1. SIDBI is having Microsoft Windows Active Directory Services (ADS) with single domain name as **SIDBIFARM.COM**, configured in Windows 2008 Mixed Mode. Also going forward SIDBI may also have multiple domains.

4.2.1.2. Currently, there are 09 Domain Controller (DC) servers with Windows Server 2008 R2 Enterprise 64 / 32 bits. The number of DCs may increase or decrease in future as per Bank's requirement.

4.2.1.3. Auto replication between all the Domain Controllers.

4.2.1.4. Office wise Organization Units (OUs) have been created to place the user Ids of a particular office under respective OU. The OUs have been created similar to Domino Notes OU structure. Group policies for respective offices have also been created. Referred OUs are created to group / sub group the domain user IDs of respective offices and are independent of the user IDs of applications.

4.2.1.5. In case the proposed solution has any dependency / bearing on these OUs, bidders should make their own assessment of the scope of work related to management of the policies.

4.2.1.6. AD Schema has been extended to accommodate data storage of Biometric credentials (finger prints) of AD users as part of 3rd party Biometric Authentication System implemented in the Bank

4.2.1.7. Detailed AD architecture document, if required, would be shared with the bidders on request as part of the pre-bid clarifications.

4.2.2. SIDBI Mail Service:

4.2.2.1. SIDBI is currently using IBM Lotus Domino platform for mailing. Outbound mails are sent from Domino server to internal SMTP Server and then transferred directly over Internet. SIDBI has its MX record and anti-spam feature configured with third party web hosting and mail Gateway Service Provider.

4.2.2.2. All inbound internet mails from external domains, are first received at hosted mail box, gets scanned for anti-spam, thereafter they are pushed to SMTP server of the Bank. SIDBI has also enabled employees to access internal mails while on move through handheld & laptops.

4.2.2.3. Mail archiving for individual users happens at individual desktops and hence all archive mail boxes of individual users reside on respective desktops.

4.2.2.4. There are a total of 08 Domino Servers with following roles:

4.2.2.4.1. 01 Primary server installed at Mumbai Data Center.

4.2.2.4.2. 01 Clustered Server at DR Site, Chennai.

4.2.2.4.3. 02 SMTP servers, one each at Mumbai and Chennai.

4.2.2.4.4. 01 Reverse Proxy Server is configured for access to webmail on both servers.

4.2.2.4.5. 01 Traveler Server for accessing mails over Mobile Phones.

4.2.2.4.6. 01 Sametime Server for chat.

4.2.2.4.7. 01 Relay Server for relaying application based alert mails.

4.2.2.5. Summary of user mail boxes as on date of the RfP is as under:

SN	User Mail boxes at Primary Server	
1	No. Of primary User mail boxes.	1090
2	No. Of primary Common mail boxes.	314
3	Avg. Size of primary mail box (MB)	550 MB

4.2.2.5.1. Number and size of primary mail boxes may change at the time of migration and bidders should factor this consideration.

4.2.3. Internet Infrastructure:

4.2.3.1. Bank has Internet Gateways at DC and DR and all locations/ offices access the Internet over IP MPLS VPN with proxy authentication.

4.2.3.2. The Internet bandwidth is procured from multiple service providers and the links are terminated on link load balancer deployed in HA mode at DC for load sharing, Bandwidth management, DNS etc.

4.2.3.3. Bank has currently 32 Mbps (16 Mbps+16Mbps) Internet Bandwidth and is in the process of upgrading to 64 Mbps bandwidth.

4.2.3.4. At DR Bank has single Internet connection. Bank is in the process of deploying link load balancer and redundant Internet links at DR Site, Chennai.

4.2.3.5. The services procured from Service Providers are managed services, wherein the SP has provided Internet bandwidth of requisite capacity along with router and other hardware for termination of links. Further, the SP also carries out management, proactive monitoring, configuration changes, reporting etc

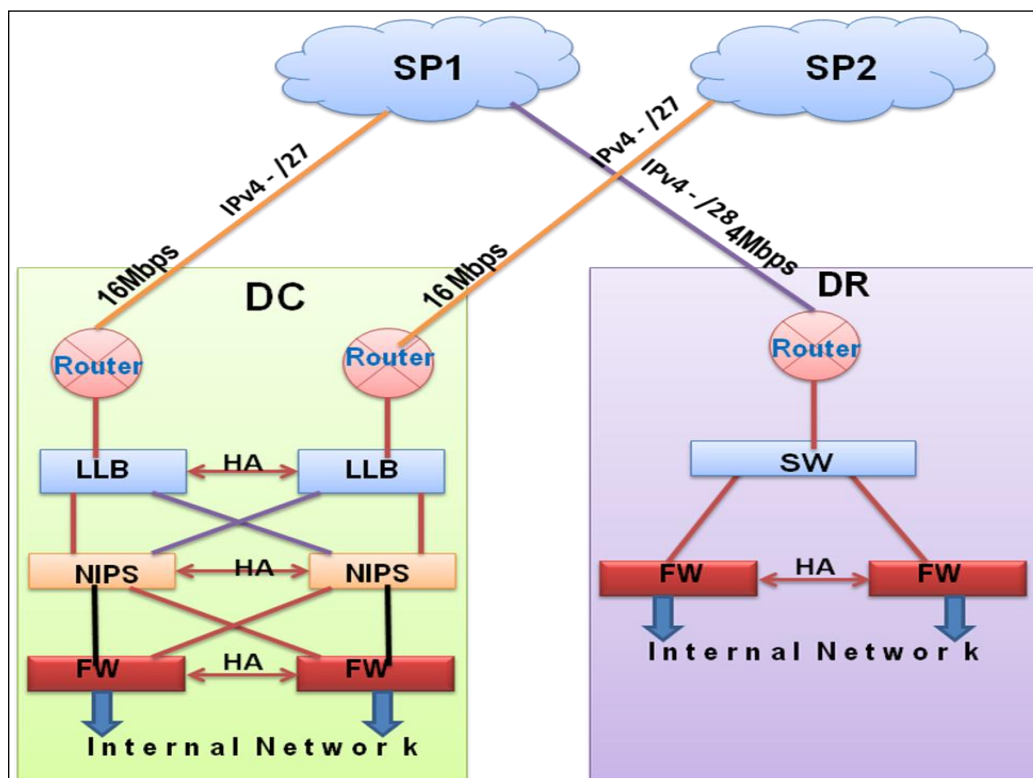
4.2.3.6. Bank has also procured block of 27 public IPs (IPv4) from respective service providers for DC and DR.

4.2.3.7. Bank uses Internet for:

1. Browsing, FTP; Mail traffic, WebEx, Remote access etc.

2. Hosting web servers / facilities
3. Carrying out Video Conferencing with external parties / customers / Govt. Departments etc

4.2.4. The current Network Architecture diagram for the Bank is as given below:



4.3. Tender Objective

- 4.3.1. Deployment of Microsoft Office 365 Cloud Solution for the Bank and Migration of Mail boxes of its Staff with end-user training.
- 4.3.2. Detailed scope of work given in [Section 5](#).
- 4.3.3. It may also be noted that all the activities in the IT operations are subject to audit / inspection by both internal/ external auditors/ RBI. Selected Bidder [Service Provider] must take the same into consideration while delivering the desired services.
- 4.3.4. The selection process consists of two phases viz. 1) Minimum Eligibility Criteria 2) Commercial Evaluation.
- 4.3.5. The bank would shortlist a Service Providers as per procedure laid out in "Evaluation of Bids".

5. Scope of Work

The Scope of Work (SOW) has been divided into **One-time Activities & On-going Activities** as detailed below:

5.1. One-time Activities

1. Subscription to Microsoft Office 365 Solution on a Software-as-a-Service (SaaS) model basis:

- a. Subscription to following **Microsoft hosted online services on Cloud** over Bank's Intranet/ Internet:

S. No.	User Profile	Office 365 Plan & additional features required, if any	No. Of Licenses	Remarks, if any
1	Profile 1	Office 365 Enterprise E5 plus following additional features: i. Enterprise Mobility + Security E3 (EMS E3)	25	
2	Profile 2	Office 365 Enterprise E3 plus following additional features: i. Advanced Threat Protection	945	
3	Profile 3	i. Exchange Online Plan-2 including Archival and Data Loss Prevention for Exchange. ii. Advanced Threat Protection	250	For these licenses, MS Office Std. 2013 perpetual licenses owned by SIDBI will be used.
Total No. of Licenses			1220	

- b. Any other service/ features added to these plans by Microsoft during the contract period shall be delivered unconditionally and free of cost to SIDBI.
- c. The Data Center hosting the Cloud/ Solution including Disaster Recovery (DR) and Business Continuity Plan (BCP) Data Centers should be located in India, with no network and data sharing/ replication to any other Data Center outside boundaries of India.
- d. During the tenure of the contract, SIDBI reserves the right to allocate/ re-allocate licenses across the proposed profiles within number of subscriptions under each profile.
- e. SIDBI also reserves the right to subscribe to additional licenses under various profiles at the rates being contracted in this RfP and also surrender a license at any stage during the contract period. In case of a license being surrendered, payment for such licenses shall be made on pro-rata basis till the date of its surrender.
- f. Currently SIDBI is having following Microsoft Office perpetual License, which should be accounted for and bidder has to pass on the discount/ concessions for the same to the Bank:

SNo.	License Details	Qty.
1	MS Office Std. 2003	250
2	MS Office Std. 2007	650
3	MS Office Std. 2010	100
Total		1000

- g. Solution should be IPv6 Compliant with dual stack compatibility. Subsequent migration to IPv6 to be done, if required, without additional cost to the Bank.
- h. Solution should have MIS capabilities with customisable reports, monitoring tool/ dashboard.

- i. **Performance Requirements:** Solution should provide **an uptime of 99.9%** and in case of failures, liquidated damages / charge back to be made available to the Bank.
- j. **Scalability Requirements:** The solution should provide high scalability and there should be no capacity/ performance issues due to sizing of hardware/ storage etc. During the tenure of the contract, the solution should be scalable enough to accommodate number of **users up to 2000** with all the features/ services enabled for all the users.
- k. **MIS Report generation Requirements:** The solution should be capable of generating standard MIS and customised reports for Administrators. Solution should also provide customisable dashboard for Administrators so as to view the real-time status of users, tickets, service health, utilisation and usage.
- l. **Audit Trail & Logging Requirement:**
The solution should maintain and manage the logs for all the necessary services/ software being used by the Bank. The solution should have capabilities to integrate with the Banks existing systems/ application (For e.g. in case an application from Bank wants to send alerts/ automated mails/ campaign mails etc. should be able to integrate with the email system in the proposed solution and Integration with Banks Security Operations Centre (SOC) etc.)
- m. **Audit logs reporting & analysis tool:** Log monitoring capabilities to be provided to the Bank and in case of incidents, security breaches, Bank has to be notified in real time. Tools and capabilities to analyse the usage of the licenses/ application/ functionality to be provided.
- n. **Regulatory / Compliance Requirements:**
The solution should comply with all the Regulatory/ Compliance guideline of the Banks/ Regulatory authority in India. Bank has right to change the compliance/ guideline at any point of time and the service provider has to comply with the guidelines. Bank has right to audit by Bank, regulatory authority or any agency appointed by the Bank, the data centres/ premises wherein the solution is hosted or Banks data is kept.
- o. **Data Privacy and Security Compliance Requirements:**
Solution should meet following but not limited to the data privacy and security compliance requirements:

S. No.	Compliance Parameter	Compliance Required
1	No Advertising	Advertising products shall not be built out of our data or scan email or documents. Browser analytics should be gathered in the Microsoft Online Portal for aggregate site usage by users.
2	No Mingling	SIDBI's data should be kept physically and logically separate from consumer services.
3	Data Portability	<ol style="list-style-type: none"> i. SIDBI shall be the owner of its data, and shall retain all rights, title and interest in the data stored with Office 365. SIDBI reserves its right and should be able to download a full copy of its data at any time and for any reason, without any assistance from Microsoft. ii. Upon Office 365 subscription expiration or termination, SIDBI should be provided with at least 90 days of access to export data.
4	Data Limits.	<ol style="list-style-type: none"> i. SIDBI's data should not be accessed for administration unless explicitly requested for operations and troubleshooting. ii. Normal personalization or communications concerning tips and advice should have no access to Bank's data. iii. Account information only must be accessed for purchase and billing questions. iv. Should not voluntarily provide law enforcement access to SIDBI's data and request for the same, if any, should be redirected to SIDBI.

S. No.	Compliance Parameter	Compliance Required
5	Administrative Access	<ul style="list-style-type: none"> i. Access to SIDBI data should be strictly controlled and logged and sample audits should be performed both by Microsoft and third parties to test that access is only for appropriate business purposes. ii. Limited key personnel only of the Operations Response Team may access Bank's data only as needed and by exception. Support, Engineering, and others should have no access to the data.
6	Right to Audit	<p>Cloud Service Provider (CSP) should provide right to audit as similar what is Bank is having with shared data centres in India. In addition:</p> <ul style="list-style-type: none"> i. Bank's data should not cross Indian geographical boundaries (physically or logically). ii. Bank must have "Rights to Audit" the CSP's compliance with the agreement including rights of access to the CSP's premises where relevant records and Bank's data is being held. iii. Audit rights for the Bank or its appointed auditor (nominee) or regulators should be integral clause in agreement. iv. Integration of all devices with Bank's SOC, if so desired by the Bank, for monitoring. v. Bank should have access/ monitoring mechanism for Privilege user access (of CSP) to cloud based systems.
7	Data and Information Security	<p>CSP shall ensure:</p> <ul style="list-style-type: none"> i. Data integrity management. ii. To provide full disclosure regarding security practices and procedures as stated in their SLAs, if a public Cloud. iii. Specific identification of all controls used during the data lifecycle. iv. To maintain a fundamental philosophy of knowing where Bank's data is. Ensure that appropriate controls regarding country location restrictions are defined and enforced. v. To determine who should access what data, what their rights and privileges are, and under what conditions these access rights are provided and maintain a "Default Deny All" policy. vi. To define and identify the data classification. CSP to enforce the Bank's access requirements based on data classification. vii. To encrypt data at rest and encrypt data in transit. viii. To share what compartmentalization techniques are employed to isolate Bank data from other customer's data. ix. Sharing of encryption management with Bank on multi-tenant storage. x. To comply with data retention and destruction schedules/ Policy provided by Bank, CSP to certify on Bank's request destroying all data at all locations including slack in data structures and on the media. The Bank will have right to audit this practice. xi. Understand the logical segregation of information and protective controls implemented. xii. Understand Cloud provider policies and processes for data retention and destruction and how they compare with internal organizational policy. xiii. Perform regular backup and recovery tests to assure that logical segregation and controls are effective. xiv. Ensure that Cloud provider personnel controls are in place to provide a logical segregation of duties. xv. To provide Forensic Investigation Support as and when required by the Bank. xvi. To comply with Bank's Recovery Time Objective (RTO)/ Recovery Point Objective (RPO) requirement and retention policy. If required by regulators/ court/ police/ any investigation, CSP should maintain the subject data on permanent basis.

S. No.	Compliance Parameter	Compliance Required
8	Solution and Process Security	<p>The Solution and all its constituent components should comply with following:</p> <ol style="list-style-type: none"> i. Meet the requirements for zoning security, and prevent direct access from the user interface layers to the database layers. It needs to follow a multi-tier deployment model to achieve this. ii. Conform to Open Web Application Security project guidelines on web application security, including protection against SQL injection, cross-site scripting, data validation for special characters etc. iii. Conform to applicable security guidelines from relevant standards. E.g. ISO/IEC 27017, ISO/IEC 20018. iv. The executable files and the source code need to be secured from unauthorized access and possible theft. v. If deployed on the Cloud using native multi-tenancy features, privacy of data across tenants or entities needs to be ensured through appropriate access control mechanisms vi. Should clearly log business errors and technical errors separately to support separation of duties between business users and Data Centre Operator. vii. User access to sensitive data needs to be controlled viii. Should comply with Bank's password management policy as mentioned in SIDBI's Information Security Policy. ix. Features like session timeouts and restricting logins to office hours should be implemented to enhance security. x. Should clear sensitive data like passwords from memory immediately after it is processed. xi. Support for definition of users, roles, and exception management functions, is to be ensured. xii. Ensure well-defined user interfaces to avoid manual database updates or queries.
9	APIs and Data Integration	<ol style="list-style-type: none"> i. For integration with external applications, The Solution needs to have well defined APIs and that only authorized applications can invoke such APIs. ii. The Solution must have extensive audits to log all transactions and important non transactional activities. iii. The Solution needs to implement maker-checker principle for activities like important business parameter updates. iv. It should provide a mechanism to purge old data (after archival if required) while maintaining transactional integrity. v. It should provide a well documented mechanism, preferably a tool for reporting important errors and taking automated actions.
10	IT Infrastructure Security of cloud	<ol style="list-style-type: none"> i. Virtual environment security: It includes resource allocation, hardening of OS, VM image encryption, VM monitoring, USB disabling on VMs, VM should be kept on dedicated partition and IP addresses should not be shared. ii. Encryption and Key Management: Depending on sensitivity data is to be encrypted, transport layer encryption is to be ensured using SSL, VPN Gateway, SSH and TLS encryption. End-to-end process for managing and protecting encryption keys to be established and documented. Compliance is to be ensured on ongoing basis. iii. Monitoring: Devices should be integrated with SIDBI SOC, if so desired, for continuous monitoring for access monitoring, threat monitoring, audit logging, system usage monitoring, protection of log information, administrator and operator log monitoring, fault log monitoring.
11	Physical Security	<p>The Cloud infrastructure including servers, routers, storage devices, power supplies, and other components that support operations,</p>

S. No.	Compliance Parameter	Compliance Required
		should be physically secured. Safeguards include the adequate control and monitoring of physical access using biometric access control measures and closed circuit television (CCTV) monitoring. A security plan for the physical environment should be implemented. Bank should have audit rights on complete physical setup. Data Center should have relevant standard certifications and accreditations.
12	Logical Security	In a Cloud based environment where business critical data and information systems are coexisting at multiple places, logical security has a very important role in securing the data. To manage logical access, the Solution should have built-in multi-factor authentication access controls like username, password and/ or OTP, RSA Token, Biometric Authentication etc.
13	Legal Issues	There are various laws like Information Technology Act, Data Privacy Act, Data Retention Directive, E-Privacy Directive, E-Commerce Directive, The Computer Fraud and Abuse Act 1984, Digital Millennium Copyright Act 1988 will be applicable to Cloud service providers and also the customers of the Cloud service. It will be mandatory to protect the data privacy as per Indian Data Privacy Law. CSP should comply with all such laws in existence currently or introduced in future by the Govt. agencies or any other regulatory body.

2. Assessment and Planning:

- a. Assessment of current mailing configuration – SMTP, MX, DNS, Limits, Disclaimer, Policies, Archival, Application Integration etc.
- b. Network Infrastructure review: Successful bidder shall carry out Bank's Network Infrastructure assessment for WAN Design, Bandwidth Routing, Internet Policy, Security etc. requirements especially in the wake of Collaboration components/ tools like Skype, Yammer etc. being subscribed and submit assessment report to the Bank clearly recommending the additional network bandwidth/ infrastructure requirements, if any. However, the successful bidder shall ensure that the solution is configured optimally for network bandwidth utilisation.
- c. User Distribution – geographic, profiling etc.
- d. Client Configuration, access type
- e. Assessment of migration scenario – Office 365 configuration, third party tool configuration, license availability etc.
- f. Assessment of migration strategy/ staffing.
- g. Understanding of current IT support matrix, ticketing or support tracking.
- h. Migration Calendar – low level mapping of users with migration date/ times.
- i. Prepare pre and post migration checklist.
- j. Define Project Teams role definition and orientation approach.
- k. Define user education/ training approach – webcast, mails, user guide, FAQs.
- l. Define project charter and escalation matrix.
- m. Create Issues tracker.
- n. Define migration approach with stages along with application integration.
- o. Define infrastructure access methodology, transition framework, facilities access.

3. Solution Implementation:

- a. The Service Provider shall implement the solution as required to meet the requirements of SIDBI.

- b. Service Provider shall carry out a requirement study for the functionalities and services required by SIDBI, to gain understanding of the business requirements and functioning of SIDBI.
 - c. Team deployed by the Service Provider to implement the solution should be competent and proficient to implement the solution as per scope of work.
 - d. The Service Provider must furnish an undertaking confirming on the valid contract(s) with other vendor(s) whose products the Service Provider would be obtaining for the purposes of performance of its services as contemplated in this RfP and the subsequent Contract.
 - e. The Service Provider is expected to support the UAT of the Enterprise Messaging Solution on Microsoft Office 365 as part of deployment and subsequent changes.
 - f. Add/ update DNS name, MX Pointer, CNAME, Auto discover, SIP, SPF records to verify and activate Office 365 Cloud organization.
 - g. Project Documentation and Stabilization support.
 - h. Assignment of licenses and user activation as per profiles/ requirements provided by SIDBI.
 - i. Creation of Solution Portal and domain registration.
 - j. Customisation of portal interface as per SIDBI requirement.
 - k. Design custom home page for SIDBI mail.
 - l. Solution should be integrated with SIDBI's Active Directory (AD)/ Active Directory Federation Services, synching of AD objects.
 - m. Bidder should ensure solution compatibility with SIDBI's Desktop build of Windows 7 and above, Internet Explorer 8 and above and all other commonly used browsers viz. Chrome, Mozilla, Firefox, Safari etc.
 - n. Solution should be able to work and integrate seamlessly with Bank's existing investments of Microsoft Office Suite of Applications – where Microsoft Objects could be embedded with Office 365 without loss of any of their native functionality.
 - o. Vendor shall ensure to facilitate the Bank make use of all the features and functionalities of selected plans and its constituent components.
 - p. **Database/ Middleware/OS etc. requirements:** The central database/ repository of users (user inventory)/ Software/ Licenses should be maintained in Bank's premises which will also act as central authentication system.
 - q. Deployment and Configuration of all Online components under subscribed plans viz. Office, Exchange, Lync, SharePoint, Skype, Yammer etc.
 - r. Configuration of Exchange/ Outlook and application of mail policies as per SIDBI's requirements.
 - s. Configuring Anti-spam and Anti malware policies.
4. **Data Migration:** The Service provider shall be responsible for successful data migration of existing IBM Domino mail boxes and existing Microsoft Office Objects, considering the following:
- a. Service Provider shall develop a data migration strategy covering data migration and testing, in consultation with SIDBI
 - b. In first phase all the primary, individual as well as common, mail boxes hosted on Bank's central mail server shall be migrated.
 - c. Migration of mail boxes shall be done in toto i.e. all the mails, calendars, contacts, folders, subfolders contained within a mail box including encrypted mails as at the time of migration should be migrated irrespective of number/ age of mails, size of mail box etc.

- d. Migration of archive mail boxes of individual users, if so desired by the Bank, shall be taken up in second phase at the rates being contracted in this RfP and payment for the same shall be made separately.
- e. Migration of existing Microsoft Office objects viz. Doc, excel, ppt etc. files **for 50 key users** to Office 365 and preparation of detailed Standard Operating Process (SOP) document for other users guiding them step by step as to how to migrate/ convert their old versioned files/ documents to Office 365.
- f. Any additional software tool required for the migration of mail boxes or Microsoft Office Objects shall be the responsibility of the bidder and SIDBI will not make any additional payments towards the same. However, server & storage requirements, if any, for the migration activity shall be met by SIDBI.
- g. Service Provider shall ensure that during migration activity, there is no mail communication disruption faced by SIDBI as well as external users.

5. Hardware/ Software/ Network etc. requirements:

- a. Since the solution is cloud hosted and delivered as a service, no Hardware procurement/ management will be done by the Bank for deployment/ installation of the solution or its constituent components.
- b. However, in case of any hardware requirements viz. Server, Storage, Network equipment etc. to be met by the Bank for integration of the solution with Bank's infrastructure and/ or data migration activity, details of such requirements along with purpose and specifications of the same, should be clearly mentioned in their bid as part of Solution Architecture.
- c. Any additional software component required, if any, for smooth integration and/ or for data migration activity should be factored by the bidders in their bid as the Bank will not make any additional payment what so ever towards such software components.

6. Reverse Data Shifting: In the event of completion of the contract in normal course or on termination of contract, bidder shall shift the data back to SIDBI's or any of its designated 3rd party's on-premise/ cloud hosted infrastructure. The bidder should sort out operability issue, if any, for smooth shifting of such data.

7. User Training:

- a. The Service provider will be responsible for training SIDBI's employees on Exchange/ Outlook and introductory training on other solution components being subscribed.
- b. Service provider shall provide classroom training to 50 Key users including Administration/ Technical training to Bank's IT Team.
- c. For other users, Bank may use Videoconferencing to train remote users during classroom training as mentioned above and also by providing pre-recorded videos through on-line channels.
- d. Detailed training methodology, schedule, duration, venue etc. shall be finalised in consultation with SIDBI.

5.2. On-Going Activities: Management, Monitoring and Reporting

1. Assisted Support:

- a. The Service Provider should provide on-premise Help Desk at SIDBI's Mumbai Office to support users during **9 hrs x 5 days (Monday to Friday)**.

- b. As and when required, need based help-desk support may be required on Saturday / holidays with no additional cost.
- c. The Help Desk should be accessible to users as on-site support, online support, E-mail and Telephonic Support.
- d. In addition to the on-premise Help Desk, Microsoft's on-line Help Desk should also be accessible 24x7x365 to all SIDBI users through online support, E-mail and Telephonic Support.
- e. Service Provider shall deploy **at least 01 on-site** well trained, technically competent resource to man the Help Desk and extend end user support. However, bidders shall make their own assessment to deploy number of resources so as to meet desired support SLA.
- f. Escalation Matrix should be in place and provided to the Bank for unresolved issues.
- g. The bidder should also have an integrated service desk portal for raising user queries/ tickets and real time updates. However, Bank at its own discretion may use existing service desk software and bidder may be required to do requisite integration.
- h. The bidder should have the ability to generate SLA and MIS reports periodically e.g. volume of call per day, resolution percentage, categories of the issues etc. for which calls/ mails/ tickets are received.
- i. Since large number of call requests is expected during rollout period, the help desk should initially be manned by additional resources.
- j. Issues pertaining to network and hardware viz. Desktops/ Mobile devices/ on-premises server will be out of the SLA and will be SIDBI's responsibility.
- k. Bidder shall provide a Service Health Dashboard.
- l. Activities like but not limited to User Id creation, deletion, modification, mail configuration, add/ remove group membership, mail routing & mail delivery permission, mail tracking etc. shall be in the scope of support.
- m. Service Provider shall have Back to back support arrangement with the Microsoft and it would be the responsibility of the Service Provider to co-ordinate with Microsoft for early resolution of issues.

2. Documentation: As part of deliverables, successful bidder shall prepare following documents:

- a. Project Documentation – Solution Architecture, Implementation & Roll-out plan, Data Migration Plan.
- b. SOP Document for remote users for operating all the solution components.
- c. User Training material in soft form.

5.3. Solution Delivery and Implementation Schedule

The Service Provider shall be required to deliver and implement the solutions as per following time lines, failing which liquidated damages (LD) as applicable shall be levied:

SN	Schedule	Timelines
1	Solution Delivery: Services provision on cloud, license assignment as per SOW, portal creation etc.	Within 02 weeks from the date of purchase order.
2	Implementation, Data Migration and Training	Within 04 weeks from the date of Solution delivery.
3	01 year on-site support cost (considering 01 on-site support Engineer)	To start immediately after the completion of Implementation, Data Migration and Training phase.

5.4. Review meetings

- 5.4.1. SIDBI will review and discuss about the progress on implementation and migration process on a weekly basis with Service Provider's project team at SIDBI, Mumbai Office.

5.5. Regulatory/ Compliance Requirements:

- 5.5.1. Bank is subjected to various audits [internal / statutory / RBI etc.]. In the event of any observation by the audit regarding security, access etc., of Internet link the same will be intimated to the Bidder. The Bidder [Service Provider] to carry out the changes for enabling bank to comply on the same. No additional cost would be paid by Bank
- 5.5.2. The solution should comply with all the Regulatory/ Compliance guideline of the Banks/ Regulatory authority in India. Bank has right to change the compliance/ guideline at any point of time and the service provider has to comply with the guidelines. Bank has right to audit the data centres/ premises wherein the solution is hosted or Banks data is kept.
- 5.5.3. Data Privacy and Security Compliance Requirements as mentioned in Scope of Work above.

5.6. Execution of contract/ agreement

- 5.6.1. The bidders should provider list of all the proforma contract/ agreement documents to be executed between SIDBI & Microsoft, SIDBI & Bidder, Bidder & Microsoft and Tripartite, if any, as per [Annexure-XI](#).
- 5.6.2. All expenses related to execution of the agreements including costs of stamp paper, stamp duty to be borne by the selected vendor.

6. Minimum Eligibility Criteria

6.1.1. The bidder to satisfy the following pre-qualification criteria.

S. N.	Criteria	Proof to be Submitted
1	The bidder must be an Indian firm/ company / organization registered under the Companies Act.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office
2	The bidder should be an OEM Authorised Seller and MS Office 365 Cloud Service Provider (CSP).	OEM Authorization letter to this effect as per the Performa given as Annexure-IV .
3	Bidder should have experience of executing Minimum two (02) Office 365 projects with minimum 500 subscription licenses in last 05 years and involving migration from Lotus Notes Mail to Exchange in at least 01 project.	Copies of the order and / or Certificate of Completion of the work, self-attested by the authorized signatory with company seal. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed the projects (Start and End Date of the Project to be mentioned).
4	The bidder should have a minimum average annual turnover of at least ₹10 crore over the last three (3) years i.e. FY 2015, 2016 and 2017.	Supporting the fact the bidder should furnish:
5	The bidder should have positive networth and cash profit (i.e., no cash loss) in 2 years out of last 3 years.	a) Audited annual reports for FY2014-15, FY 2015-16 and FY2016-17 (if available) and b) CA certificate for FY2014-15, FY 2015-16 and FY2016-17. The CA certificate should provide the details of networth, cash profit and turnover for last three years.
6	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect.	Self declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-VI .
7	Bidder should have an office in Mumbai/ Navi Mumbai/ Thane.	Complete office address with contract details along with documentary evidence.
<p>Note: Documentary evidence must be furnished against each of the above criteria. 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.</p>		

6.1.2. The Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. The criteria mentioned above is mandatory.

6.1.3. Only those who fulfill all the eligibility criteria will qualify for Commercial evaluation.

6.1.4. Photocopies of relevant documents / certificates duly attested by authorised signatory and company seal affixed should be submitted as proof in support of the

claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.

- 6.1.5.** Reference Site Customer Name and Contact information to be provided to the Bank with whom discussion can be done.

7. Information to Bidders

The Bidders are expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

7.1. Pre-bid Meeting

- 7.1.1. The Bank shall hold a pre-bid meeting on the date and time mentioned in '**Critical Information**' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
- 7.1.2. It would be the responsibility of the Bidders representatives (only one person per bidder) to be present at the venue of the meeting.
- 7.1.3. Clarification sought by bidder should be made in writing (Letter/E-mail) and submitted on or before the date as indicated in the Critical Information sheet. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 7.1.4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 7.1.5. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

7.2. Amendment to the bidding document

- 7.2.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 7.2.2. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 7.2.3. The amendment will be posted on Banks website (www.sidbi.in).
- 7.2.4. All Bidders must ensure that such clarifications/amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.

7.3. Language of Bid

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

7.4. Documents Comprising the Bid

The bid shall consist of Pre-qualification/ minimum eligibility criteria and Commercial bid.

7.5. Bid Currency

Bids should be quoted in Indian Rupee only.

7.6. Tender Form Cost

NIL

7.7. Earnest Money Deposit (EMD)

7.7.1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of **₹2,65,000/- (Rupees Two Lakh Sixty Five Thousand only)**.

7.7.2. EMD should be in the form of:

- a) Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai **OR**
- b) Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 3 months from the last date of submission of bid and strictly in the format as prescribed in **Annexure-XIII**.

7.7.3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

7.7.4. Request for exemption from EMD (Security Deposit) will not be entertained.

7.7.5. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:

- a) Issue of Lol / purchase order to the successful bidder **OR**
- b) The end of the bid validity period, including extended period (if any) **OR**
- c) Receipt of the signed contract from the selected Bidder; **whichever is earlier**.

7.7.6. Successful Bidder will be refunded the EMD amount / BG only after acceptance of the solution by SIDBI and submission of Performance Bank Guarantee by the bidder.

7.7.7. In case the acceptance is delayed due any reasons beyond the bank's purview, successful bidder shall have the BG towards EMD, validity extended for a period of three months till the equipment is accepted by the bank.

7.7.8. The bid security (EMD) may be forfeited:

- a) If a Bidder withdraws its bids during the period of bid validity.
- b) If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
- c) In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract or fails to furnish performance guarantee.
- d) In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) tenders.

7.8. Performance Bank Guarantee (PBG)

7.8.1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to **10%** of the total contract value for one year. The year having highest contract value will be used for calculation of value of PBG. The performance guarantee will be valid till at least three months beyond the expiry of the contract period. The performance security is to be submitted within ONE month from the date of award of contract as per the format provided by Bank.

7.8.2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without

notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.

- 7.8.3.** In case of expiry of BG prior to project completion, the bidder will be required to renew the BG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.
- 7.8.4.** The Project will be deemed complete only when all the solutions and services contracted for by the Bank are delivered in good condition, installed, commissioned, implemented, tested and accepted along with the documentation and training provided to Bank's employees in compliance with the terms of this RfP and as per the requirements of the contract executed between the Bank and the Successful Bidder.
- 7.8.5.** The Performance Bank Guarantee would be returned to the successful Bidder after the expiry or termination of the contract plus 90 days on satisfaction of the Bank that there are no dues recoverable from the successful Bidder. However, in the event of termination of the contract, the aforesaid PBG shall be returned only after the submission of PBG.
- 7.8.6.** Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 7.8.7.** On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by SIDBI.
- 7.8.8.** If aggregated shortfall in achieving Service Level requirement exceeds 10% successively in two quarters or any three quarters in a financial year, SIDBI will inter-alia, be at liberty to invoke the performance guarantee within the ambit of Section 6.8.2 (6) hereinabove in addition to other remedies available to it under the contract or otherwise.
- 7.8.9.** Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

7.9. Period of Validity of Bids

- 7.9.1.** Prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from date of closure of this RfP.
- 7.9.2.** In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.
- 7.9.3.** Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

7.10. Deadline for submission of Bids

7.10.1. The bids must be received by the Bank at the specified address not later than the date specified in “Critical Information” section.

7.10.2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

7.10.3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

7.11. Late Bids

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

7.12. Modification And/ Or Withdrawal of Bids

7.12.1. The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.

7.12.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.

7.12.3. No bid may be modified or withdrawn after the deadline for submission of bids.

7.12.4. Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

7.13. Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

7.14. Contacting the Bank

7.14.1. Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.

7.14.2. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder’s Bid.

7.15. Opening of Bids by the Bank

7.15.1. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder’s representative to be present at the time, on the date and at the place specified in the tender document. The bidders’ representatives who are present shall sign a document evidencing their attendance.

7.15.2. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.

7.15.3. The Bidder name and presence or absence of requisite EMD, RfP cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.

7.15.4. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

7.16. Pre Contract Integrity Pact

7.16.1. Pre Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

7.16.2. The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure-IX** on its letter head. However, the successful bidder has to submit the same in non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of work Order.

7.17. Documents to be submitted

7.17.1. Bidders are required to submit their responses in **TWO envelopes**, with contents of each as under:

Envelope #	Bid Contents	Label of Envelope
1	<p><u>Minimum Eligibility</u></p> <p>a) Bid Forwarding Letter as per Annexure-I.</p> <p>b) Minimum eligibility criteria as per Annexure – II.</p> <p>c) Masked Price Bid without indicating the price as per Annexure –III should be submitted.</p> <p>d) Manufacturer Authorization Form (MAF) as per Annexure – IV.</p> <p>e) Power of Attorney for authorized signatory – Annexure – V.</p> <p>f) Non Blacklisting – Annexure –VI.</p> <p>g) Bank Mandate Form – Annexure – VII</p> <p>h) DD/ Pay Order / BG for ₹2,65,000/- towards EMD. The BG should be as per format given in Annexure–VIII.</p> <p>i) Pre contract integrity pact – Annexure – IX.</p> <p>j) Statement of deviation as per Annexure -X.</p> <p>k) List of Agreements to be executed – Annexure-XI</p> <p>l) Non-disclosure agreement - Annexure –XII.</p>	<p>“Minimum Eligibility - RfP for Procurement of Microsoft (MS) Office 365 Cloud Service Subscription – Tender No. 400/2018/1276/BYO/ITV dated October 18, 2017 ”</p>

Envelope #	Bid Contents	Label of Envelope
	m) Solution Architecture, Implementation & Roll-out plan – Annexure-XIV.	
2	Commercial Bid Commercial Bid as per Annexure –III.	“Commercial Bid - RfP for Procurement of Microsoft (MS) Office 365 Cloud Service Subscription – Tender No. 400/2018/1276/BYO/ITV dated October 18, 2017 ”

7.18. Sealing and Marking

- 7.18.1. The Bid shall be typed or written in indelible ink, all pages numbered and shall be signed by the Bidder representative on whose favour Power of Attorney is issued to bind the Bidder to the Contract.
- 7.18.2. Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted.
- 7.18.3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 7.18.4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 7.18.5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 7.18.6. If the envelope(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- 7.18.7. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Pre-qualification / Technical Bid covers will make bid liable for rejection.
- 7.18.8. Each of the envelope(s) shall be addressed to the Bank at the address given below:

The General Manager (Systems)
Small Industries Development Bank of India
MSME Development Center, 3rd Floor,
Information Technology Vertical [ITV],
Plot No.C-11, 'G' Block, Bandra Kurla Complex
Bandra (East), **Mumbai 400 051**

7.19. Hosting of RfP

- 7.19.1. The RfP is hosted on SIDBI website www.sidbi.in.
- 7.19.2. SIDBI reserves the right to change the dates mentioned above.
- 7.19.3. Changes and clarification, if any, related to RfP will be posted on www.sidbi.in and eprocure.gov.in only.
- 7.19.4. Bidders must have close watch on the website during the intervening period before submitting response to RfP.

7.20. Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "complied", "as given in brochure / manual is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.

7.21. Public Procurement Policy on Micro and Small Enterprises (MSEs)

- 7.21.1.** SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
- 7.21.2.** These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- 7.21.3.** Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- 7.21.4.** Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
- 7.21.5.** The bidder to note that, in the current RfP splitting of order is not applicable.

8. Evaluation Methodology

8.1. Clarification of bids

- 8.1.1. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Courier/Fax/e-Mail), and no change in the price of substance of the Bid shall be sought, offered or permitted.
- 8.1.2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
- 8.1.3. Any deviations from the specifications should be clearly brought out in the bid.
- 8.1.4. Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract.

8.2. Preliminary Examinations

- 8.2.1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 8.2.2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 8.2.3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 8.2.4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 8.2.5. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
- 8.2.6. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

8.3. Commercial Evaluation and Short-listing of Bidder

8.3.1. Commercial Evaluation

1. Pursuant to the evaluation of minimum eligibility criterion mentioned above, bidders will be short-listed for Commercial evaluation. The Commercial Bid should contain the total cost of all services, comprising of all line items as mentioned in the Commercial bid of RfP.
2. Bidders who do not qualify the minimum eligibility criterion will NOT be invited for opening of commercials.
3. The bidders must nominate its authorized representative to be present during commercial evaluation.

4. Commercial short listing shall be strictly as per lowest (L1) Total Cost of Ownership (TCO) as mentioned in Commercial Bid.

8.3.2. Arithmetic errors correction

Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:

1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
3. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
4. If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct
5. The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Bank, or their bid should be rejected.

8.4. Award and Signing of Contract

- 8.4.1. Initially Bank will issue Lol / Purchase order to the successful bidder(s). The selected bidder has to return the duplicate copy to the Bank within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- 8.4.2. The successful bidder(s) shall be required to enter into a contract/SLA with the Bank, as per the required formats applicable for the said solution with parties involved.
- 8.4.3. The Bank may undertake requisite due diligence, both technical and financial, before entering into such agreement. The successful bidder will have to agree and allow continuous due diligence assessments on an ongoing basis, as may be required by the Bank.
- 8.4.4. The data shall be deemed to be owned by the Bank, shall never form part of assets of the service provide and shall be bankruptcy remote. The successful bidder will have to take requisite affirmative steps to ensure data security, protection and needs to give timely notice of breach of data privacy to help mitigate damage, avoid embarrassing disclosure by a third party, allow time to address data privacy regulatory obligations and it should also timely notify receipt of legal process in connection with the data. Such bidder will have to have suitable tools to ensure removal of data from stores drives in case it is requested by the Bank and should provide confirmation and/or copies of materials removed from its systems when requested. Such bidder will have to provide back up of the data to the satisfaction of the Bank. Root cause analysis report will have to be furnished if insisted upon by the bank. The bidder will inform SIDBI of any circumstance that preclude or seriously jeopardize its capacity to effectively provide services extended to SIDBI.

9. Service Level Agreement

9.1. Performance Requirement

1. This SLA describes the Service Levels applicable to the Non-achievement of a Service Level and may attract Liquidated Damages (LD), as set out in this RfP.
2. The bidder shall ensure an **uptime of 99.9%** and in case of failures, liquidated damages / charge back to be made available to the Bank.
3. **SLA for Uptime of the solution/ service:** As per the current standard **Service Level Agreement for Microsoft Online Services** document.
4. **SLA for Unavailability of required Support Manpower:** 110% of man-day rate, per day per person.

10. Special Terms and Conditions

10.1. Price

- 10.1.1.** Prices quoted by the bidders should include all local taxes, GST, duties, levies, transportation costs, back to back support with OEM during warranty, training etc., till the bid validity period. The Subscription cost of Office 365 plan chosen should be valid for 3 years.
- 10.1.2.** Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 10.1.3.** While any increase in the rates of applicable taxes or impact of new taxes imposed by GoI, subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period of 3 years.
- 10.1.4.** No other cost whatsoever will be paid by SIDBI.

10.2. Terms of Payment

- 10.2.1.** The standard payment terms of SIDBI are given below:

S.N.	Item Description	Details
A	Office 365 Plan & additional features	100% Payment : a) On activation of subscriptions as per PO b) Submission of: <ul style="list-style-type: none"> • All applicable contracts signed by respective parties. • Invoice for 100% order value for O365 Subscriptions
B	Implementation, Data Migration and User Training Cost	100% Payment : a) On completion of Installation, configuration, integration, Migration of mail boxes and Training as per scope of work. b) Submission of Invoice for 100% order value for these activities
C	01 year on-site support cost (considering 01 on-site support Engineer)	a) Payment in equal Quarterly installments payable in arrears against invoice.

- 10.2.2.** The bidder before raising invoice has to collect the penalty statement, if any, from the Bank and raise invoice for the quarter along with credit note for penalty for that quarter. The net of same will be released.
- 10.2.3.** In case of delay in commencing services, payment will be made on pro-rata basis for the services delivered after deducting applicable LD, if any.
- 10.2.4.** Payment for any quarter will be made after deducting TDS/other taxes and applicable LD pertaining to the quarter.
- 10.2.5.** On receipt of payment advice from bank, bidder has to acknowledge the same and submit payment receipt / confirmation.
- 10.2.6.** Payment for subsequent quarters will be made only after the payments of previous quarters have been released.

- 10.2.7.** All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Hence, Bidder to submit Bank Mandate Form (as per **Annexure –VII**) along with cancelled cheque in original with Minimum Eligibility bid.
- 10.2.8.** Bidder will be required to furnish the documentary proof as specified above while claiming the appropriate payment.
- 10.2.9.** The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 10.2.10.** TDS, if any, will be deducted while releasing the payment.
- 10.2.11.** All Payments will be made to the Bidder in Indian Rupee only.
- 10.2.12.** All payments will be released within 4 weeks of receiving the undisputed invoice along with credit note/inovice, if applicable.
- 10.2.13.** In case of LD to be charged to bidder, bank will intimate the amount of LD and bidder has to raise credit note/invoice. The amount payable would be net of debit and credit note / invoice.
- 10.2.14.** The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accept
- 10.2.15. Payment in case of Termination of contract** – In case the contract is terminated payment will be made on pro rata basis for the period services have been delivered, after deducting applicable LD, TDS and adjusting other pending charges, if any.

10.3. Liquidity Damages

- 10.3.1.** The Service Provider shall be required to deliver and implement the solutions as per following time lines, failing which liquidated damages (LD) as applicable shall be levied:

SN	Schedule	LD in case of default
1	Solution Delivery: Services provision on cloud, license assignment as per SOW, portal creation etc.	<p>a. 1% of the Solution Cost for each weeks delay or part thereof, subject to maximum of 10% of the solution cost.</p> <p>b. In case the delay exceeds FIVE weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise. If orders are cancelled due to non delivery, the vendor will be debarred by Bank for participating in any future tenders floated by Bank.</p>
2	Implementation, Data Migration and Training	a. 1% of the component cost (Implementation, Data Migration and Training) for each weeks delay or part thereof, subject to maximum of 10% of the component cost.
3	On-site support: Unavailability of required Support Manpower	110% of man-day rate, per day per person.

10.4. Termination

10.4.1. Termination for default

- a) Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or part:
 - i. If the bidder fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract or
 - ii. If the bidder fails to perform any other obligation(s) under the contract.
- b) In the event Bank terminates the Contract in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, system or services similar to those undelivered and the bidder shall be liable to Bank for any excess cost for such similar systems or services. However, the bidder shall continue the performance of the contract to the extent not terminated.

10.4.2. Termination for insolvency

Bank may at any time terminate the Contract by giving written notice of 1 month to the bidder, if the bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.

- 10.4.3.** Notwithstanding anything mentioned above, the Bank reserves the right to cancel / terminate the contract or unsubscribe with **30 days'** notice, without assigning reasons thereto. In such case payment till the termination of the contract would be paid on prorated basis.

10.5. Periodic Review & Inspection

Bank will conduct periodic review and inspection, as and when required, to review vendor performance/ financial stability/ service reliability/ SLA as per the metrics/ criteria defined in the RfP/ SLA.

11. General Terms and Conditions

11.1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 11.1.1. "The Bank", "SIDBI", "Purchaser", "Buyer" means Small Industries Development Bank of India (SIDBI);
- 11.1.2. "Bidder", "Vendor", "Supplier", "Service Provider", "Seller" means the respondent to the RFP document.
- 11.1.3. "RFP". "Tender", "RfP", "Bid document" means the 'Request for Proposal document.
- 11.1.4. "Bid" may be referred to as 'Offer'.
- 11.1.5. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / MSME Development Centre / Regional Offices and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 11.1.6. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 11.1.7. "The Goods" means all of the equipment, machinery, software, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 11.1.8. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance contract and other such obligations of the Supplier covered under the Purchase Contract;
- 11.1.9. "The Project Site" means DC, Mumbai, DR Site – Chennai, Mumbai Office or any other location of Small industries Development Bank of India.

11.2. Use of Contract Documents and Information

- 11.2.1. The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 11.2.2. The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

11.3. Subcontracts

- 11.3.1. As per scope of the RFP, the subcontracting is explicitly prohibited. Delivery of all the services as per the scope of this RfP shall be the sole responsibility of the bidder. Consortium or sub-contractor arrangement in any form is strictly not allowed. Bank will not entertain any submissions from the bidders in this regard.

11.4. Acceptance

- 11.4.1.** The acceptance of the solution will be provided by the Bank after completion of installation, data migration and user training.
- 11.4.2.** The Installation will be deemed as incomplete if any component of the solution are not delivered or are delivered but not installed and / or not operational or not acceptable to the Bank. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted . The installation will be accepted only after complete commissioning of solution.
- 11.4.3.** Successful conduct and conclusion of the acceptance for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder has to demonstrate all the plans/ features of the solution.
- 11.4.4.** On completion of the acceptance, the bidder shall submit completion certificate which would be acknowledged by the Bank.

11.5. Governing language

- 11.5.1.** The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.
- 11.5.2.** The technical documentation involving detailed instruction for operation and maintenance, users'
- 11.5.3.** Manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

11.6. Applicable laws

The Contract shall be interpreted in accordance with the laws prevalent in India.

11.7. Compliance with all applicable laws

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

11.8. Compliance in obtaining approvals/ permissions/ licenses

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

11.9. Right to Alter Quantities

The bank reserves the right to alter the requirement specified in the RfP. The bank also reserves the right to delete one or more items from scope of work specified in the RfP.

11.10. No Commitment to Accept Lowest or Any Offer

- 11.10.1.** The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 11.10.2.** The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 11.10.3.** The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

11.11. Taken / Brought over of Company

Subsequent to the order being placed with SIDBI, in the event of bidder or the concerned OEM being taken/ brought over by another company, all the obligations and execution of responsibilities under the agreement with SIDBI should be passed on for compliance by the new company in the negotiation for their transfer.

11.12. No Employer – Employee Relationship

The selected bidder 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.

11.13. Business Continuity

The bidder agrees for the following continuity arrangements to ensure the business continuity of the Bank:

1. In the event of this agreement comes to end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the bidder shall render all reasonable assistance and help to the Bank and to any new service provider engaged by the Bank, for the smooth switch over and continuity of the services.
2. In the event of failure of the bidder to render the service, without prejudice to any other right the Bank shall have as per this agreement, the bank at its sole discretion may make alternate arrangements for getting the services from any other source. And if the bank gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by the bank in availing such services from the alternative source

11.14. Patent Rights

- 11.14.1.** In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India or abroad, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

11.14.2. The Bank will give notice to the supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

11.15. Corrupt and fraudulent practice

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders to note the following:

11.15.1. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

11.15.2. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.

11.15.3. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

11.15.4. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

11.15.5. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

11.15.6. The Bank reserves the right to declare a bidder ineligible for a period of three years to be awarded a contract, if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

11.16. Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

11.17. Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

11.18. Confidentiality

- 11.18.1.** This document contains information confidential and proprietary to Bank. Additionally, the vendors will be exposed by virtue of the contracted activities of internal business information of Bank, affiliates, and/or business partners. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, or legal action against the vendors for breach of trust.
- 11.18.2.** The bidder shall submit a non-disclosure agreement as per **Annexure-XII** on non-judicial stamp paper of appropriate value.
- 11.18.3.** In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

11.19. IPR Infringement

As part of this project, bidder / service provider will deliver different software, if the use of any such software by / for SIDBI, infringes the intellectual property rights of any third person, Service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project.

11.20. Limitation of liability

Save and except the liability under Section of 'IPR Infringement' and/or indemnity provision (Clause 11.27, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the total order value.

11.21. Privacy and Security Safeguards

The bidder shall not publish or disclose in any manner, without the Banks prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any Bank location. The bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the bank (removed for repair, replaced or upgraded) are cleared of all Bank data and software. The bidder shall also ensure that all subcontractors (if permitted in contract) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manne, without the Banks prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any Bank location.

11.22. Rights to Visit

- 11.22.1.** All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- 11.22.2.** SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the

progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.

- 11.22.3.** The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises/ Data Center with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide access to the premises/ Data Center and also to provide all information/ documents required by the Bank.

11.23. Audit

The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services. In case any of the services are further outsourced/assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.

11.24. Grievances Redressal Mechanism

Bank has a grievances redressal mechanism for its customers and designated grievances redressal officers. The bank would use the same mechanism to address the grievances, if any, of the customers related to the services being rendered within the ambit of this RfP.

11.25. Compliance with Statutory and Regulatory Provisions

It shall be the sole responsibility of the vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.

11.26. Right of Publicity

Any publicity by the Bidder in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.

11.27. Indemnity

- 11.27.1.** The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
1. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
 2. An act or omission of the Bidder, employees, agents in the performance of the obligations of the Bidder under this RfP document; and/or
 3. Claims made by employees who are deployed by the Bidder, against the Bank; and/or
 4. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
 5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or

6. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
7. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees; and/or
8. The use of unlicensed and illegal Software and/or allied components by the successful Bidder

11.27.2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

1. Notifies the Bidder in writing; and
2. Cooperate with the bidder in the defense and settlement of the claims.

11.27.3. The Bidder shall not be liable for defects or non-conformance resulting from:

1. Software, hardware, interfacing not approved by Bidder; or
2. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
4. Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

11.28. Force majeure

11.28.1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

11.28.2. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the 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

11.29. Resolution of Disputes

11.29.1. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.

11.29.2. In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,

1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

- 11.29.3.** The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 11.29.4.** Arbitration proceedings 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 English;
- 11.29.5.** Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- 11.29.6.** Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 11.29.7.** A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 11.29.8.** For the purpose of all notices, the following shall be the current address:

The General Manager (Systems)
Small Industries Development Bank of India
MSME Development Center, 3rd Floor,
Information Technology Vertical [ITV],
Plot No.C-11, 'G' Block, Bandra Kurla Complex
Bandra (East), **Mumbai 400 051**

11.30. No third party rights

- 11.30.1.** No provision of the RfP or the agreement that may be entered into is intended to, or shall, confer any rights on a third party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties.

11.31. Representations and Warranties

- 11.31.1.** In order to induce SIDBI to enter into the agreement, the Vendor shall be deemed to have represented and warranted
- a) That at the Bidder is a company which has meets the requisite eligibility qualifications mentioned in the RfP, and it has power and the authority to enter into agreement and provide the services and implementation of platform, sought by SIDBI,
 - b) that the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of services, systems,
 - c) that the representations made by the Bidder in its bid shall be deemed to continue to remain true and the bidder continues to fulfill the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RfP, unless SIDBI in writing specifies to the contrary, the Bidder shall be bound by all the terms of the bid,

- d) that the Bidder has the professional skills, personnel and resources/ uthorizations that are necessary for providing services as are necessary to perform its obligations under the bid and the agreement,
- e) that the Bidder shall ensure that all assets including but not limited to software, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the agreement are duly maintained and suitably updated, upgraded, replaced or substituted with regard to contemporary and statutory requirements,
- f) that the Bidder shall procure all the necessary permissions, adequate approvals and licenses for use of various software and any copyrighted process / product free from all claims, titles, interests and liens thereon and shall keep SIDBI, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto,
- g) that all the representations and warranties as have been made by the Bidder with respect to its bid and agreement are true and correct, and shall continue to remain true and correct throughout the term thereof,
- h) that the execution of the services herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same,
- i) no inquiries or investigations have been threatened, commenced or pending against the Bidder or its team members by any statutory or regulatory or investigative agencies,
- j) that the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the agreement and has taken all necessary corporate actions, consents and approvals to authorize the execution, delivery and performance by it of the agreement,
- k) that neither the execution and delivery by the Bidder of the agreement nor the Bidder's compliance with or performance of the terms and provisions of the agreement (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.

11.32. No set-off, counter-claim and cross claims:

11.32.1. In case the Vendor/ Bidder has any other business relationship with SIDBI, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract/Agreement to the Vendor/ Bidder for any payments receivable under and in accordance with that business.

12. Annexures

12.1. Annexure – I: Bid Forwarding Letter

(To be submitted on Bidder's letter head)

Date:

The General Manager (Systems)
Small Industries Development Bank of India,
MSME Development Centre, 3rd Floor,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Procurement of Microsoft (MS) Office 365 Cloud Service Subscription

We, the undersigned, offer to submit our bid in response and accordance with your tender No. **400/2018/1276/BYO/ITV dated 18.10.2017**. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document.

We agree to abide by this offer till 90 days from the date of last day for submission of offer (Bid).

If our offer is accepted, we undertake to provide Services for the solution supplied as per the above referred RFP, during the period of contract.

The charges quoted by us for Microsoft Office 365 Licenses has back to back support from OEM for a period of three years from date of acceptance of soldering the tenure of use.

We agree that, the rates quoted by us would serve as a rate contract applicable for any new licenses SIDBI proposes to procure during next 3 years.

We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.

We understand that the Bank is not bound to accept any proposal it receives.

We remain,

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

12.2. Annexure –II: Minimum Eligibility Criteria

12.2.1. Details of Bidder

S.N		Documents to be Submitted	Bidders Response
1	Name of the bidder company		
2	Year of establishment		
3	Ownership of Company.		
4	Registration number and date of registration.	Copy of Registration Certificate.	
5	Registered Office Address.		
6	GST Number	Copy of GST Registration certificate	
7	PAN No.	Copy of PAN number.	
8	Address of bidder Office at Mumbai with contact numbers		
a	Address		
b	Land Line No.		
c	Fax No.		
d	Mail Id.		
10	Contact Details of Bidders authorized Representative (on whose behalf Power of Attorney issued).		
a	Name		
b	Designation		
c	Mobile No.		
d	Mail id		
11	Contact Details of Microsoft , authorized Representative		
a	Name		
b	Designation		
c	Mobile No.		
d	Mail id		

12.2.2. Financials

Amount in Lakhs

S.N.	Parameter → / FY↓	Annual Turnover	Cash Profit	Networth
1	2014-15			
2	2015-16			

3	2016-17		
4	Audited annual reports for FY2014-15, FY 2015-16 and FY2016-17 submitted (if available). (Yes / No).		
5	CA certificate for FY2014-15, FY 2015-16 and FY2016-17 submitted. (Yes / No).		

12.2.3. Eligibility Criteria

S. N.	Criteria	Proof to be Submitted	Bidders Response
1	The bidder must be an Indian firm/ company / organization registered under Companies Act.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office	
2	The bidder should be an OEM Authorised Seller and MS Office 365 Cloud Service Provider (CSP).	OEM Authorization letter to this effect as per the Performa given as Annexure-IV .	
3	Bidder should have experience of executing Minimum two (02) Office 365 projects with minimum 500 subscription licenses in last 05 years and involving migration from Lotus Notes Mail to Exchange in at least 01 project.	Copies of the order and / or Certificate of Completion of the work, self-attested by the authorized signatory with company seal. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed the projects (Start and End Date of the Project to be mentioned).	
4	The bidder should have a minimum average annual turnover of at least ₹10 crore over the last three (3) years i.e. FY 2015, 2016 and 2017.	Supporting the fact the bidder should furnish: c) Audited annual reports for FY2014-15, FY 2015-16 and FY2016-17 (if available) and d) CA certificate for FY2014-15, FY 2015-16 and FY2016-17.	
5	The bidder should have positive networth and cash profit (i.e., no cash loss) in 2 years out of last 3 years.	The CA certificate should provide the details of networth, cash profit and turnover for last three years.	
6	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect.	Self declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-VI .	
7	Bidder should have an office in Mumbai/ Navi Mumbai/ Thane.	Complete office address with contract details along with documentary evidence.	
PN: Documentary evidence must be furnished against each of the above criteria. 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.			

12.2.4. Reference Customer Details

S.N.	Organization	Contact Details			
		Name	Designation	Phone No.	Mail id
1					
2					
3					

I certify that the above mentioned information and the relevant annexure and enclosures are true and correct

Date _____ Signature of Authorized Signatory ...
Place _____ Name of the Authorized Signatory ...
Designation ...
Name of the Organization ...
Seal ...

Note	<ol style="list-style-type: none">1. Bidder response should be complete with all relevant documents attached..2. Documentary proof, sealed and signed by authorized signatory, must be submitted3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.4. SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.5. Proposal of the bidders are liable to be rejected in case of incomplete information or non-submission of documentary proof.6. In case of audited balance sheet for FY 2016-17 is not available, the bidder to ensure that CA certificate attached should have details of turnover, networth and Cash profit details.
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12.3. Annexure –III: Commercial Bid

(Rfp No. 400/2018/1276/BYO/ITV dated 18.10.2017)

[Amt in ₹]

S. No.	User Profile	Office 365 Plan & additional features, if any	No. Of Licenses	Cost per user per month, exclusive Of taxes	Total Cost per month, exclusive of taxes	Total Profile Cost per month, exclusive Of taxes	Prevailing applicable taxes	Total Profile Cost per month, inclusive Of taxes	Total Cost per year, inclusive of taxes
			[a]	[b]	[c=axb]	[d=c]	[e]	[f=d+e]	[g=fx12]
I Mandatory Services Costs									
A Solution Cost									
1	Profile-1	Office 365 Enterprise E5	25						
		EMS (Enterprise Mobility + Security)							
2	Profile-2	Office 365 Enterprise E3	945						
		Advanced Threat Protection							
3	Profile-3	Exchange Online Plan-2 including Archival, Data Loss Prevention for Exchange.	250						
		Advanced Threat Protection							
4	Solution Cost for 01 year: [1+2+3]								
5	Less discount or buyback cost of old MS Office licenses as mentioned in the RfP								
6	Net Solution Cost for 01 Year [4-5]								
B Implementation & Roll-out cost - One Time Cost							Total cost, excl. of taxes	Taxes	Total cost, incl. of taxes
7	Implementation, Data Migration and User Training Cost								
8	01 year on-site support cost								
9	Total Implementation and Roll-out Cost [7+8]								
10	Total Cost for 1st Year [6+9]								
11	Total Cost for 2nd Year [4]								
12	Total Cost for 3rd Year [4]								
13	Total Solution and Implementation & Roll-out Cost for 03 Years [10+11+12]								
II Optional Services Costs									
Optional Service							Total cost, excl. of taxes	Taxes	Total cost, incl. of taxes
14	Archive mail box migration cost - per user								
15	Additional storage space (beyond permissible limit) for online SharePoint – per GB								
III	Total Cost of Ownership (TCO): [13+14+15]								

Bidders are requested to please make note the following:

- Price for all the components will be considered for evaluation of commercial bid.
- Masked commercial bids must be given with Minimum Eligibility Bid, failing which bids shall be liable to be rejected. Masked fields should be mentioned as '**Quoted**'. Partial commercial bid shall not be accepted.
- Rates quoted herein towards **Solution Cost** and for **Optional Services Cost** must be valid **till the end of the contract tenure**.
- All the rates must be quoted in INR.
- While the bidder's short listing will be done based on **lowest (L1) TCO**, purchase order for 1st year and renewal order for 2nd and 3rd year shall be placed in respective years.
- Conditional commercial bids would be rejected.
- The Bank shall release separate purchase orders for Optional Items, if and when required.
- No separate price structure / format will be accepted.

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

12.4. Annexure –IV: Manufacturer Authorization Format
(To be submitted on OEM's letter head duly filled, signed and stamped)

Ref:

Date:

To

The General Manager [Systems]
Small Industries Development Bank of India
MSME Development Center, 3rd Floor
Information Services Department
Plot No.C-11, G Block, Bandra Kurla Complex
Bandra [East]
Mumbai 400 051

Dear Sir,

Sub: Microsoft (MS) Office 365 Cloud Service Subscription
RfP No. 400/2018/1276/BYO/ITV dated 18.10.2017

We **<OEM Name>** having our registered office at **<OEM Address>** are the manufacturer of "Microsoft (MS) Office 365 Cloud Service" do hereby authorise M/s _____ **(Name and address of the Partner)** to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates / upgrades. The cost quoted by the bidder includes back to back OEM support charges for the entire period of contract.

We also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by **M/s** for all the products quoted for and supplied to the bank during the contract period.

We also undertake that in case of failure in implementation of the solution as per scope mentioned in the RfP by the **<Bidder Name>**, we will take ownership to implement the same either ourselves or through our other authorized partner as per scope of the RfP.

The cost quoted by M/s is inclusive of back-to-back support from Microsoft.

<OEM Name>

<Authorised Signatory>

Name:

Designation:

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney.

12.5. Annexure –V: Power of Attorney

(To be executed on non-judicial stamp paper of requisite value based on place of execution)

BY THIS POWER OF ATTORNEY executed on _____, 2017, We _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>**, **<Employee no.>**, **< Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for proposal No **400/2018/1276/BYO/ITV dated 18.10.2017** for purchase of Microsoft (MS) Office 365 Cloud Service Subscription and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, _____ has caused these presents to be executed by _____ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of _____

I Accept _____

..... (Signature)

(Name Title and Address of the Attorney)

12.6. Annexure –VI: Non Blacklisting
(RfP No. 400/2018/1276/BYO/ITV dated 18.10.2017)

Place: _____

Date: _____

To
The General Manager [Systems]
Small Industries Development Bank of India
MSME Development Center, 3rd Floor
Information Technology Vertical
Plot No.C-11, G Block
Bandra Kurla Complex
Bandra [East]
Mumbai 400 051

Dear Sir,

Non-Blacklisting

We _____ (bidder name), hereby undertake that:

1. We are not blacklisted by Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last three years.
2. We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

12.7. Annexure –VII: Bank Mandate Form

(दो प्रतियों में प्रस्तुत किया जाए /To be submitted in Duplicate)

1	उधारकर्ता / विक्रेता / आपूर्तिकर्ता का नाम Name of Borrower / vendor / supplier:	
2	उधारकर्ता / विक्रेता / आपूर्तिकर्ता का पता / Address of the Borrower / vendor / supplier:	
	नगर/City	ई-मेल आईडी /E-mail id
	पिनकोड Pin Code	मोबाइल सं./Mobile:No.
	सटीडी कूट के साथ दूरभाष सं./Phone No. with STD code	
3	स्थायी खाता संख्या / Permanent Account Number	
4	एमएसई पंजीकरण/सीए प्रमाणपत्र/ MSE Registration / CA Certificate (यदि लागू हो/if applicable)	

5. बैंक खाते का विवरण / Particulars of Bank account:

हिताधिकारी का नाम Beneficiary Name			
बैंक का नाम / Bank Name		शाखा का नाम Branch Name	
शाखा का स्थान / Branch Place		शाखा का नगर Branch City	
पिनकोड /PIN Code		शाखा कूट Branch Code	
एमआईसीआर सं./MICR No.			
खाते का स्वरूप / Account type	बचत/ Saving	चालू/Current	नकद उधार Cash Credit
खाता सं / .Account No. (जैसी चेकबुक में अंकित है /as appearing in the Cheque book)			
Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number			
IFSC CODE	For RTGS transfer	For NEFT transfer	

6. I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

स्थान/Place : _____

दिनांक/Date : _____

पार्टी/प्राधिकृत हस्ताक्षरकर्ता के हस्ताक्षर
Signature of the party / Authorized Signatory

प्रमाणित किया जाता है कि ऊपर दिए गए विवरण हमारे अभिलेख के अनुसार सही हैं।

Certified that particulars furnished above are correct as per our records.

बैंक की मुहर/Bank's stamp

(बैंक के प्राधिकृत अधिकारी के हस्ताक्षर / Signature of the Authorized Official from the Banks)

दिनांक/Date :

12.8. Annexure –VIII: EMD / Bid Security Form

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS (Name of Vendor) (hereinafter called the ‘the Vendor’) has undertaken, in pursuance of Request for Proposal (RFP) No. **400/2018/1276/BYO/ITV dated 18.10.2017** for the Procurement of Microsoft (MS) Office 365 Cloud Service Subscription (Herein after called the ‘the RFP’) to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor’s performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered office at ---- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ` ----- (Rupees ----- only) on behalf of the Vendor.

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding Rs. ----- (----- only).by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of the SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding `...../- (Rupees only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of `...../- (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;

5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the vendor;
7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the day of And a claim in writing is required to be presented to us within three months from i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address

.....

.....

12.9. Annexure –IX: Pre Contract Integrity Pact
(Bidders to submit on non-judicial stamp paper of requisite value)

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place on ---- day of the month of ----, 2017 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes Procurement of Microsoft (MS) Office 365 Cloud Subscription, the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

- Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

2 Commitments of the BUYER

- 2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as

deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3 Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

- 3.1 The BIDDER 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 officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **₹2,65,000/-** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 Sanctions for Violations

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
 2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 4. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
 6. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
 7. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
 8. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 10. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defied in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the

present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8 Independent Monitors

- 8.1 The bank has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Details given in Critical Information section of RfP.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11 Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12 Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this integrity Pact, at _____ on _____

BUYER

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

12.10. Annexure –X: Statement of Deviations

(RfP No. 400/2018/1276/BYO/ITV dated 18.10.2017)

Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/ suggestion/ deviation that you propose as shown below.

SIDBI may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by SIDBI will not entitle the bidder to submit a revised commercial bid. **Clarifications given in Pre-bid will not be further entertained.**

S.N.	Page Number	Section Number	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4.				
5.				
6.				

Yours faithfully,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

12.11. Annexure –XI: List of Agreements to be executed

(Rfp No. 400/2018/1276/BYO/ITV dated 18.10.2017)

Bidder to provide list of all the agreements to be executed between **SIDBI & Microsoft, SIDBI & Bidder, Bidder & Microsoft** and **Tripartite**, if any, along with sample/ draft copy of each of such agreement, in the following format:

S. No.	To be executed between	Agreement Document – Type & Purpose	Draft copy attached (Y/N)

<<Insert more rows, if required>>

Yours faithfully,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

12.12. Annexure –XII: Non-Disclosure Agreement

(To be executed on a non-judicial stamped paper of requisite value based on place of execution)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “_____” as per scope defined in the Request for Proposal (RfP) No. **400/2018/1276/BYO/ITV dated 18.10.2017** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure shared by the BANK during execution of project is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK’s property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written authorisation to do so;

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

Date _____ Signature of Authorised Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Seal ...

12.13. Annexure –XIII: Performance Guarantee Format

(FORMAT - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF THE APPROPRIATE VALUE)

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at 3rd Floor, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Corporation / Bank) having agreed to accept from M/s. **'Vendor Name'** having its office at **'Vendor's Office Address'**, (hereinafter called "the Vendor") an agreement of guarantee for Rs. _____ (Rupees _____ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. _____ dated _____ made between the vendor and the Corporation for providing services for SIDBI's **'Project Details'** hereinafter called "the said Agreement").

1. We, **Bank (Bank Name and Details)**, do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by the Corporation during warranty period by reason of any breach by the Vendor of any of the terms and conditions contained in the said Agreement of which breach the opinion of the Corporation shall be final and conclusive.
2. And we **Bank (Bank Name and Details)**, do hereby guarantee and undertake to pay forthwith on demand to the Corporation such sum not exceeding the said sum of Rs. _____ (Rupees _____ only) only as may be specified in such demand, in the event of the vendor failing or neglecting to execute fully efficiently and satisfactorily the order for implementation services for the **'Project Details'** placed with it (the work tendered for by it) within the period stipulated in the said Agreement in accordance with the design, specification, terms and conditions contained or referred to in the said Agreement or in the event of the Vendor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein notified by the Corporation to the vendor during the warranty period or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to the said Agreement.
3. We, **Bank (Bank Name and Details)**, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said agreement including the "Warranty obligations" or till validity date of this guarantee i.e. upto _____, whichever is earlier and subject to the terms of the "the said Agreement" it shall continue to be enforceable for the breach of warranty conditions within warranty period and till all the defects notified by the Corporation to the vendor during the warranty period have been made good to the satisfaction of Corporation & the Corporation or its authorized representative certified that the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e. _____, whichever is earlier.
4. We, **Bank (Bank Name and Details)**, may extend the validity of Bank Guarantee at the request of the Vendor for further period or periods from time to time beyond its present validity period, but at our sole discretion.

5. The liability under this guarantee is restricted to Rupees _____/- only and will expire on _____ and unless a claim in writing is presented to us at **Bank (Bank Name and Details)** within 3 months from _____, i.e. on or before _____, all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.
6. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Vendor.
7. The executant has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorising them to execute this guarantee.

Notwithstanding anything contained here in above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____. Our liability hereunder is conditional upon your lodging a demand or claim with **Bank (Bank Name and Details)** on or before _____. Unless a demand or claim is lodged with **Bank (Bank Name and Details)** within the aforesaid time, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. All claims under this guarantee will be made payable at **Bank (Bank Name and Details)**. This Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, which ever is earlier.

We, **Bank (Bank Name and Details)** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

In witness where of we have set and subscribed our hand and seal thisday of2017 .

SIGNED, SEALED AND DELIVERED.

BY
AT

IN THE PRESENCE OF WITNESS :

1. Name
Signature.....
Designation.....

2. Name
Signature.....
Designation.....

12.14. Annexure –XIV: Solution Architecture, Implementation & Roll-Out Plan

This Document should cover and contain following sections:

1. Executive Summary
2. Detailed Solution Architecture including all the components viz. hardware, software, if any, to be provided by SIDBI for implementation/ integration as per Scope of Work.
3. Detailed Implementation Plan including Roll-out and Data Migration.

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal ...

END OF RFP