

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details   |   |
|---|---|
| बिड बंद होने की तारीख/समय / Bid End Date/Time   | 11-12-2025 14:00:00   |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time  | 11-12-2025 14:30:00   |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)   | 90 (Days)   |
| मंत्रालय/राज्य का नाम / Ministry/State Name   | Ministry Of Finance   |
| विभाग का नाम / Department Name  | Department Of Financial Services  |
| संगठन का नाम / Organisation Name  | Industrial Finance Corporation Of India (ifci)  |
| कार्यालय का नाम / Office Name   | Ho  |
| वस्तु श्रेणी / Item Category  | Office Productivity Suite - Microsoft Office 365; More than 300   |
| अनुबंध अवधि / Contract Period   | 1 Year(s)   |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)             | 123 Lakh (s)  |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service            | 3 Year (s)  |
| इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required                                   | Yes   |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover                 | Yes   Complete  |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover | Yes   Complete  |
| विक्रेता से मांगे गए दस्तावेज़ / Document required from seller  | Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |

| बिड विवरण/Bid Details  |  |
|--|--|
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension  | 2  |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended  | 3  |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count  | 1  |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled   | No   |
| बिड का प्रकार/Type of Bid  | Two Packet Bid   |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation  | 2 Days   |
| अनुमानित बिड मूल्य /Estimated Bid Value  | 4105279  |
| मूल्यांकन पद्धति/Evaluation Method   | Total value wise evaluation  |
| मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required   | Yes  |
| मध्यस्थता खंड/Arbitration Clause   | No   |
| सुलह खंड/Mediation Clause  | No   |

#### ईएमडी विवरण/EMD Detail

|                             |           |
|-----------------------------|-----------|
| एडवाइजरी बैंक/Advisory Bank | HDFC Bank |
| ईएमडी राशि/EMD Amount       | 123160    |

#### ईपीबीजी विवरण /ePBG Detail

|   |           |
|---|-----------|
| एडवाइजरी बैंक/Advisory Bank                                       | HDFC Bank |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)                           | 3.00      |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 15        |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

AGM-IT

HO, Department of Financial Services, Industrial Finance Corporation of India (IFCI), Ministry of Finance (Rajesh)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई अनुपालन/MII Compliance

|                               |     |
|-------------------------------|-----|
| एमआईआई अनुपालन/MII Compliance | Yes |
|-------------------------------|-----|

#### एमएसई खरीद वरीयता/MSE Purchase Preference

|  |     |
|--|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference  | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$ | 15  |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference                                | 100 |

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in

the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

10. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

**एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :**

Commercial Cost Segregation - [1764837129.xlsx](#)

**Office Productivity Suite - Microsoft Office 365; More Than 300 ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

| विवरण/ Specification  | मूल्य/ Values        |
|-----------------------|----------------------|
| <b>कोर / Core</b>     |                      |
| Deployment Model      | Public Cloud         |
| Type of Service       | Microsoft Office 365 |
| No of Users           | More than 300        |
| <b>एडऑन /Addon(s)</b> |                      |

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

No

#### अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents

#### प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

| क्र.सं./S.N<br>o. | प्रेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address  | संसाधनों की मात्रा<br>/ Quantity | अतिरिक्त आवश्यकता<br>/Additional<br>Requirement |
|-------------------|--|--|----------------------------------|---|
| 1                 | Nupur Kaushik  | 110019,10th Floor, IFCI Tower,<br>61, Nehru Place, New Delhi | 1                                | N/A   |

#### क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

##### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

##### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

#### अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake

compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

# **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

**RFP No. IFCI/IT/GEM/2025/DEC/001**

**Dated: 04/12/2025**



## **Request for Proposal (RFP)**

**For**

**Renewal of Subscription for Existing Microsoft Office365 (Cloud based Document Creation and Management – Word/Excel/PPT/One Drive/Teams etc.) Licenses**

**Mode of Tender - e-Tendering on GEM Portal**

**Addressed to:  
General Manager (IT),  
IFCI Limited IFCI Tower,  
61 Nehru Place, New Delhi - 110019**



## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

### **Disclaimer**

This RFP is neither an agreement nor an offer and is only an invitation by IFCI to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder with information to assist in the formulation of their proposals.

This RFP does not claim to contain all the information each bidder may require. Bidder(s) should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and wherever necessary, may obtain independent advice. IFCI makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this RFP. IFCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This document is meant to provide information only and with an express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the requirement or form the basis of any contract. No representation or warranty, expressed or implied, is made regarding reliability, accuracy, or the completeness of any of the information contained herein. There may be deviation or change in any of the information mentioned herein.

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This document has not been filed, registered, or approved in any Court of Competent jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.

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# Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

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**CHAPTER - 1**

**Introduction, Key Events and Dates**

**For**

**Renewal of Subscription for Existing Microsoft Office365 (Cloud based Document Creation and Management – Word/Excel/PPT/One Drive/Teams etc.) Licenses**

**RFP No. IFCI/IT/GEM/2025/DEC/001**

**IFCI Limited, IFCI Tower  
61 Nehru Place, New Delhi - 110019  
Phone: 011-4173 2000**

### 1. Introduction

- a. The Industrial Finance Corporation of India was established on July 1, 1948, as the first Development Financial Institution in the country to cater to the long-term finance needs of the industrial sector. The name of the company was subsequently changed to IFCI Ltd (IFCI). IFCI is now a Government of India Undertaking under the aegis of the Department of Financial Services, Ministry of Finance, GOI, primarily a non-Deposit taking Systematically Important NBFC.
- b. IFCI offers a wide range of products to the target customer segments to satisfy their specific financial needs. The product mix offering varies from one business / industry segment to another. IFCI Ltd customizes the product-mix to maximize customer satisfaction. Its domain knowledge and innovativeness make the product-mix a key differentiator for building, enduring and sustaining relationship with the borrowers.
- c. IFCI is engaged in the business of providing financial assistance in the form of loans & equity participation or in any other form or scheme as may be deemed expedient. Besides above, IFCI is also investing, financing, deploying funds into quoted/unquoted Shares, Bonds, Mutual Funds and other securities and undertakes the sale & purchase of securities on regular basis. The investment/ financing through securities and trading thereof constitutes a major part of the business operations of IFCI. It is also engaged in consultancy and advisory services. IFCI has six subsidiaries and seven step-down subsidiaries.

### 2. Invitation for Tender Offers

- a. IFCI invites Limited e-Tender through GeM Portal, in two bid systems (Technical and Financial bid), for **renewal of subscription for Cloud based Office 365 products and support** from **Microsoft** Authorised Partners having sufficient experience in the same field.
- b. IFCI reserves the right to cancel this RFP at any stage of the tendering process.
- c. IFCI reserves the right to alter the scope of work at any stage with suitable adjustment in charges payable.

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

### 3. Key Events & Dates

| Sl. No. | Particulars  | Details  |
|---------|--|--|
| 1       | Tender Notice No   | <b>IFCI/IT/GEM/2025/DEC/001</b>  |
| 2       | Bid Security/ EMD  | Rs. 1,23,160/- (Rupees One Lakh Twenty Three Thousand One Hundred Sixty Only)  |
| 3       | Tender Name  | Renewal of Subscription for Existing Microsoft Office365 (Cloud based Document Creation and Management – Word/Excel/PPT/One Drive/Teams                                    |
| 4       | Date of Issue  | 04/12/2025   |
| 5       | Last date for seeking clarifications if any                    | As per GeM   |
| 6       | Last date & time of submission of Bid (Technical & Commercial) | As per GeM   |
| 7       | Date & time of opening of Technical Bids                       | As per GeM   |
| 8       | Date & time of opening of Commercial Bids                      | Shall be communicated to technically qualified bidder(s)   |
| 9       | e-mail Address   | <a href="mailto:itrfpquery@ifcilttd.com">itrfpquery@ifcilttd.com</a> (Please quote the RFP No. in the Subject Line of the e-mail)  |
| 10      | Validity of Proposal   | The rates in tender documents shall be kept open from acceptance for a minimum period of 90 (ninety) days from last due date of offer submission (incl. extension, if any) |

Note:

- (i) IFCI reserves the right to cancel the Tender process at any stage during the Tender Process.
- (ii) Bidder(s) having valid MSME certificate are exempt from providing Bid Security/ EMD.

# **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

## **CHAPTER -2**

### **INSTRUCTIONS TO BIDDER(S)**

**For**

**Renewal of Subscription for Existing Microsoft Office365 (Cloud based Document Creation and Management – Word/Excel/PPT/One Drive/Teams etc.) Licenses**

**RFP No. IFCI/IT/GEM/2025/DEC/001**

**IFCI Limited, IFCI Tower  
61 Nehru Place, New Delhi - 110 019  
Phone: 011-4173 2000**

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

### Instructions to Bidder(S)

1. Bidder(s) shall submit their bid (comprising of "Technical" and "Financial" bid), online at GEM Portal.
2. **Online submission of bids:** Online bids will have to be submitted within the time specified on website <https://gem.gov.in/> the following manner: -
  - a) **Technical Bid: Scanned Copies to be uploaded (.pdf):**
    - i. The technical information should be prepared very carefully and as indicated in the tender document since it will form the basis for pre-qualification of bidder(s). Only relevant and to the point information/document should be uploaded. Failure to provide any required information, may lead to the rejection of the offer. Bidder(s) must read the tender document very carefully before signing on it.
  - b) **Financial Bid: (.xls):** Bidder(s) must read the terms and condition as mentioned in this tender document and submit the form accordingly. Bidder(s) are required to check the prices / amount carefully before uploading financial bid.
3. Submission of more than one bid is not allowed and shall result in disqualification of the bidder.
4. **Validity of bids:** Bid submitted by the Bidder(s) shall remain valid for acceptance for a minimum period of Ninety (90) days from the last date of submission of bid (Technical and Financial), including extensions, if any.
5. IFCI reserves the right to reject any or all the bids without assigning any reasons thereof.
6. **Authorization and Attestation:** Bidder(s) must submit an Authorization Letter or valid Power of Attorney on behalf of firm for signing the document.
7. The Standard Terms and Conditions of this RFP also form part of the Limited e-Tender specifications. The information furnished shall be complete by itself. Bidder(s) are required to furnish all the details and other documents as required.
8. Bidder(s) are advised to study all the tender documents carefully.
9. Any conditional bid received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder(s).
10. Any submission of bid shall be deemed to have been done after careful study and examination of this RFP document and with the full understanding of the implications thereof.
11. In case of any doubt about the meaning of any portion of this RFP or any discrepancies or omission(s) in the scope of work or any other portion of this RFP or any incomplete portion or requires clarification on any aspect, scope of work etc. Bidder(s) shall contact the authority inviting the tender as per date and time mentioned in Chapter 1, Section 3: Key Events and Dates.
12. Bidder(s) request for clarification shall be with reference to Sections and Clause numbers given in this RFP document.

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

13. The specifications and terms and conditions shall be deemed to have been accepted by the Bidder(s) in their offer.
14. Non-compliance with any of the requirements and instructions of this RFP document may result in the rejection of the tender.
15. This document has not been filed, registered, or approved in any Court of Competent jurisdiction. Recipient of this document should inform themselves of and observe any applicable legal requirements.
16. This document constitutes no form of commitment on the part of the IFCI. Furthermore, this document confers neither the right nor an expectation on any party to participate in the tendering process.
17. Merely participation in this Tender Document by any party does not confer or constitute any right of association with IFCI.

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**CHAPTER - 3**

**Eligibility Criteria**

**For**

**Renewal of Subscription for Existing Microsoft Office365 (Cloud based Document Creation and Management – Word/Excel/PPT/One Drive/Teams etc.) Licenses**

**RFP No. IFCI/IT/GEM/2025/DEC/001**

**IFCI Limited, IFCI Tower  
61 Nehru Place, New Delhi - 110 019  
Phone: 011-4173 2000**

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

### **ELIGIBILITY CRITERIA FOR TECHNICAL QUALIFICATION OF THE BIDDER(S)**

The bids fulfill following Technical Eligibility Criteria shall be eligible for Financial Evaluation:

| Sl. | Criteria  | Proof to be Submitted  |
|-----|---|--|
| 1   | The bidder should be a Private/Public Company registered under Companies Act 2013 or a registered cooperative society or Proprietorship/ Partnership firm and should be registered for more than 5 years as on date of closing of tender.   | Certificate of Incorporation, copy of Articles of Association (in case of registered firm), Bye Laws & certificates of registration (in case of registered cooperative society) Partnership deed (in case of partnership firm) and establishment registration certificate (in case of Proprietorship firm) should be attached. |
| 2   | The bidder should have the direct billing relationship with Microsoft from last 5 Years.  | Manufacturer Authorization Form to be provided by the bidder on<br><br><i>Any Manufacturer Authorization Form (MAF) submitted after the bid end date will not be considered</i>  |
| 3   | Bidder should have experience of executing Minimum two (02) Microsoft Office 365 or cloud-based mailing solution projects with minimum 400 subscription licenses in last 03 years.  | 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 registered an average annual turnover of Rs. 1.23Crore or above during the last three completed financial years 2022-23, 2023-24 and 2024-25 (Not inclusive of the turnover of associate companies).<br><br><i>If the audited balance sheet for 2024-25 is not yet signed by the auditor, the bidder may submit a provisional balance sheet.</i> | Audited financial statements for FY 2022-23, 2023-24 and 2024-25.  |
| 5   | The Bidder should be Net profit-making entity continuously for the last three completed years i.e. financial years – 2022-23, 2023-24 and 2024-25.<br><br><i>If FY2024-25 audit is pending, the bidder may submit a provisional profit &amp; loss statement for FY 2024-25</i>  | Audited financial statements for FY 2022-23, 2023-24 and 2024-25.  |
| 6   | Bidder should have the following certifications:<br>ISO 9001:2015<br>ISO 27001:2013<br>ISO/IEC 20000-1:2018   | Copy of certification to be enclosed.  |
| 7   | The bidder should not have been blacklisted by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government Agencies during the last 3 years.  | Self-declaration to this effect on company's letterhead signed by company's authorized signatory as per <b>Annexure-12</b> .   |

### **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

|    |   |  |
|----|---|--|
| 8  | Acceptability of all conditions contained in the tender document by the bidder(s). No further deviations to any mentioned clause shall be sought for. | Undertaking/declaration signed by authorized signatory of the Bidder(s) on their letterhead. |
| 9  | The Vendor to confirm that the bid is not submitted in Consortium as well as Sub- contracting   | Undertaking/declaration signed by authorized signatory of the Bidder(s) on their letterhead. |
| 10 | Bidder should have an office preferably in Delhi, NCR.  | Complete office address details along with documentary evidence.                             |
| 11 | Integrity Pact – to be executed on plain paper  | Integrity pact to be signed by Authorised signatory  |

**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.

- 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 are mandatory.
- Only those who fulfill all the eligibility criteria will qualify for Commercial evaluation.
- Reference Site Customer Name and Contact information to be provided to the IFCI with whom discussion can be done.

**IMPORTANT NOTE:** IFCI reserves the right to examine the details furnished by the Bidder(s). The Financial Bids of only those Bidder(s), who qualify minimum eligibility criteria and fulfilling terms and conditions specified in technical bid will be opened. IFCI reserves the right to reject the Tender without assigning any reason thereof.

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**CHAPTER - 4**

**Scope of Work**

**For**

**Renewal of Subscription for Existing Microsoft Office365 (Cloud based Document Creation and Management – Word/Excel/PPT/One Drive/Teams etc.) Licenses**

**RFP No. IFCI/IT/GEM/2025/DEC/001**

**IFCI Limited, IFCI Tower  
61 Nehru Place, New Delhi - 110 019  
Phone: 011-4173 2000**

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

### Scope of Work

IFCI wishes to renew the Microsoft Office 365 subscription as detailed in the statement of work. The Successful Bidder will be responsible for supply, installation, maintenance, implementation, support, and management of Microsoft Office 365 licenses and support services for a period of 1 year.

The Scope of Work (SOW) has been divided into the following parts:

- a. **Subscription of Microsoft Office 365 Licenses:** Subscription of Microsoft Office365 Business Basic /Standard/Premium Solution on a Software-as-a-Service (SaaS) model basis for a period of One year starting from **18/12/2025**
- b. **Partner Offsite Premium Support:** Support Services for Office 365 for Business Basic /Premium Subscription.

The following would be the scope of work under the contract:

- a. Subscription to following Microsoft hosted online services on Cloud over IFCI's Internet:

| Item | User Profile | Microsoft 365 Plan & additional features required if any | No. of Licenses | Remarks , if any |
|------|--------------|--|-----------------|------------------|
| A    | Profile 1    | Microsoft 365 Business Premium                           | 120             |                  |
| B    | Profile 2    | Microsoft 365 Business Standard                          | 145             |                  |
| C    | Profile 3    | Microsoft 365 Business Basic                             | 200             |                  |
|      |              | <b>Total No. of Licenses</b>                             | <b>465</b>      |                  |

**Contract Period:** The contract will be initially for a period of 1 year with a provision of 1 year extension on mutual agreed terms subject to evaluation of the performance of the service provider by IFCI before the end of first year contract. The performance of the service provider shall be evaluated on a quarterly basis & the extension/ renewal of the contract will be based on performance evaluated by IFCI.

- b. Office 365 Cloud Services should provide an uptime of 99.9% and in case of failures, liquidated damages / charge back to be made available to the IFCI.
- c. **During the tenure of the contract IFCI reserve the right to place an order for additional licenses. The cost of the licenses would be per license pro-rata cost for the remaining tenure of the contract for that license/profile type.**
- d. Any other service/ features added to these plans by Microsoft during the contract period shall be delivered unconditionally and free of cost to IFCI.
- e. During the tenure of the contract, IFCI reserves the right to allocate/ re-allocate licenses across the proposed profiles within number of subscriptions under each profile.
- f. IFCI also reserves the right to subscribe to additional licenses under various profiles at the rates being contracted in this RFP.

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

### Partner Offsite Premium Support:

- Assistance with implementation and troubleshooting of issues in the Office 365 environment.
- Resolution of device synchronization problems with Office 365.
- On-demand end-user training for Office 365.
- Monitoring and analysis of the Office 365 environment to assess vulnerabilities and mitigate risks.
- Support for anti-spam filtering, logging, email tracking, and management of transport rules.
- Conducting monthly Office 365 audits and consulting with the IFCI team to address and resolve incidents.

### Regulatory/ Compliance Requirements:

- Bidder/Vendor shall adopt the best OEM practices for smooth deployment.
- IFCI undergoes various audits, including internal, statutory, and RBI audits. If any audit observations related to security, access, the Bidder (Service Provider) will be informed. The Bidder must implement the necessary changes to ensure IFCI's compliance without any additional cost to IFCI.
- The solution should comply with all the Regulatory/ Compliance guideline of the IFCIs/ Regulatory authority in India. IFCI has the right to change the compliance/ guideline at any point of time and the service provider has to comply with the guidelines. IFCI has right to audit the data centers/ premises wherein the solution is hosted or IFCIs data is kept.

### Service Level and Penalty clause

The following clause shall be applicable during the period of contract.

#### For delay in activation of licenses and any future purchases during the period of contract

| Stage | Schedule                        | Timelines                                  | Penalty   |
|-------|---------------------------------|--|---|
| 1     | License Delivery and Activation | Within 1 week from the date of work order. | If not delivered and activated within 1 week from the date of work order, 1 % of the Total Contract Cost (work order)/week subject to maximum of 10% of the Total Solution Cost, will be levied as penalty. Fraction of week shall be construed as one week for the said purpose. Once the maximum is reached, IFCI reserves the right to cancel the order at its discretion and the Performance Bank Guarantee submitted may be invoked. The above condition will prevail for all future procurements during the period of contract. |

#### For services hosted at Microsoft Data Centre:

SLA for Uptime of the solution/ service provided by OEM i.e. Microsoft: As per the current standard Service Level Agreement for Microsoft Online Services, the SLA must be financially backed with 99.9% uptime. The Service uptime agreement for the proposed solution should have uptime commitments and have transparent credit calculations in case of uptime not being met for any service(s).

The downtime & service credit will be calculated as per SLA defined for Microsoft Online Services, reproduced as under. Bidder may refer to <https://www.microsoft.com/licensing/docs> for more details.

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

Monthly uptime percentage: The monthly uptime percentage is calculated using the formula:

$$\frac{(\text{User Minutes-Downtime})}{\text{User minutes}} \times 100$$

"Downtime" is the sum of length (in minutes) of each incident that occurs during the month multiplied by the number of users impacted by that incident. "User Minutes" means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

### Service Credit:

| Monthly Uptime % | Service Credit |
|------------------|----------------|
| <99.9%           | 5%             |
| <99%             | 10%            |
| <95%             | 20%            |

Vendor shall pass on the service credit to IFCI as and when received from Microsoft. The same shall be settled at the time of renewal of yearly services or at the time of new/additional procurement made by IFCI during the period of contract.

### Penalty for Resolution/ Not attending issues timely by the vendor

| S.No | Penalty for non-resolution as per Resolution Matrix   | Penalty per event                            |
|------|---|--|
| 1    | High priority issue<br>(If Resolution beyond 4 hrs)   | Rs 5,000/- per 4-hour delay or part thereof  |
| 2    | Medium priority issue<br>(If Resolution beyond 8 hrs) | Rs 5,000/- per 8-hour delay or part thereof  |
| 3    | Low priority issue<br>(If Resolution beyond 24 hrs)   | Rs 5,000/- per 24-hour delay or part thereof |

The above excludes time taken by the OEM i.e. Microsoft. The same will be governed as per SLA with the OEM.

### Project Implementation Schedule-

The Vendor shall be required to deliver and implement the solution as per following timelines, failing which penalty/LD (Liquidated Damages) as applicable shall be levied:

| Stage | Schedule of Delivery   | Timelines   |
|-------|--|---|
| 1     | License Delivery and Activation<br>(Implementation, Go-Live,<br>Documentation, SOP & Training) | Within 1 week from the date of work order         |
| 2     | Technical Support  | To start immediately after renewal and activation |

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

### **Payment Terms:**

Any payment will be released only after submission of PBG & post-signing of applicable agreements (NDA, Regulatory compliances) as per the following payment terms.

- Payment in equal Quarterly installments payable against invoice.
- The quarterly payments will be released after adjustment of LD/penalty amount, if any. Vendor to provide Credit Note of equivalent amount of penalty.
- Quarterly report needs to be submitted by the vendor along with information on Microsoft service credits



**CHAPTER - 5**

**Bid Submission and Evaluation Guidelines**

**For**

**Renewal of Subscription for Existing Microsoft Office365 (Cloud based Document Creation and Management – Word/Excel/PPT/One Drive/Teams etc.) Licenses**

**RFP No. IFCI/IT/GEM/2025/DEC/001**

**IFCI Limited, IFCI Tower  
61 Nehru Place, New Delhi - 110 019  
Phone: 011-4173 2000**

# Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

## Bid Submission and Evaluation Guidelines

### RFP document submission is required to be done as under:

Tender documents (Technical & Financial Bid) should be submitted online on GEM Portal <https://gem.gov.in/>

### Bid Submission

Bidder(s) who wish to participate in this tender must be registered as seller at <https://gem.gov.in/>

Bidder(s) shall submit their offer online in an electronic format both for "Technical" and "Financial bid".

- a. Before submitting the bid, the bidder(s) shall ensure that all the documents and annexures being uploaded are self-certified/ signed by the Bidder(s).
- b. On-line submission of bids: Online bids will have to be submitted within the time specified on website <https://gem.gov.in/>

### Bid Security / Earnest Money Deposit (EMD)

Bids received without EMD is liable to be rejected. Bidder(s) should pay specified amount towards Earnest Money deposit as follows:

- **Rs. 1,23,160/- (Rupees One Lakh Twenty Three Thousand One Hundred Sixty Only)** in the form of Demand Draft drawn on any Nationalized /Schedule bank **in favour of "IFCI Ltd." payable at New Delhi;**
- EMD may be deposited in IFCI's bank account as per details given in **Annexure-13;** and
- EMD will not carry any interest.

EMD will be refunded to the unsuccessful bidder(s) after finalization of the bid and EMD of successful bidder(s) shall be returned after acceptance of entire terms and conditions mentioned in the tender document and submission of security deposit/Bank Guarantee.

**For MSME/ Start Up bidders:** As per Rule 170 of General Financial Rules (GFRs) 2017, MSME/ Start Up Bidders are exempted from submission of bid security i.e., EMD deposit. Further, in lieu of Bid Security, Bidders are required to submit the "EMD/Bid Security Declaration" on their organization's letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fail to submit a performance security before the deadline defined in the request for proposal (RFP) document, they may be Suspended/Blacklisted at Bank's discretion.

### The Earnest Money Deposit submitted by the bidder(s) may be forfeited if,

- Successful bidder fails to accept the terms and conditions mentioned in the

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

Agreement within specified time as per intimation/request of IFCI;

- Successful Bidder withdraws their tender or backs out after acceptance;
- Bidder(s) withdraws their tender before the expiry of validity period stipulated in the bidding document;
- Bidder(s) violates any of the terms and conditions of the tender;
- Bidder(s) revises any of the items quoted during the validity period;
- Bidder(s) is found to have indulged in fraudulent practices in the bid submission process.

### **Performance Security / Bank Guarantee**

The Successful Bidder needs to deposit a Performance Bank Guarantee within 30 days from the date of acceptance of work order, for an amount of 3% (Three per cent) of the Contract Value, which shall be valid for One year from the date of issue plus a claim period of three months. Also, in the event of extension of contract, BG has to be extended to cover the extended contract period plus a claim period of 3 months. BG format attached as **Annexure 11**.

The Performance Bank Guarantee may be drawn from a scheduled commercial bank in favour of **"IFCI Ltd"**, New Delhi. The Performance Bank Guarantee may be discharged/ returned by IFCI after the completion of the contract and upon being satisfied for the performance of the obligations of selected bidder under the contract.

Failure to comply with the above requirements, or failure to enter into contract within 30 days or within such other extended period, as may be decided by IFCI, shall constitute sufficient ground, among others, if any, for the annulment of the award of the tender.

In the event the selected bidder is unable to provide the services as mentioned in this RFP, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by IFCI.

No Bank Charges/interest shall be payable by IFCI for issuance of Performance Security / Bank Guarantee.

### **Return of Performance Security**

The Performance Bank Guarantee/ DD amount may be discharged/ returned by IFCI after the completion of the contract and upon being satisfied for the performance of the obligations of selected bidder under the contract.

In the event the bidder is unable to provide the services, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by IFCI.

### **Technical Bid (Eligibility Criteria)**

Technical bid response must comply with the annexures provided and all the compliances stated in **Chapter 3 Eligibility Criteria**.

IFCI reserves the right to waive any of the Technical Specification during technical evaluation, if in IFCI's opinion it is found to be minor or an acceptable deviation.

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

### Financial Bid

The rates as given in the financial bid shall be quoted in figures and the rates must be inclusive of all taxes. The bidder(s) are required to check the prices/amount carefully before uploading the financial bid.

- a. Only one bid would be considered from one firm/company.
- b. The Bidder(s) are also advised to visit IFCI's website on regular basis to check the necessary updates. IFCI also reserves the right to amend the dates mentioned in **Key Events & Dates** of this Bid document.

Prospective bidder(s) will be notified of the amendment which will be final and binding on all the bidder(s) via notification of the GEM Portal and IFCI Website only.

In order to allow prospective bidder(s) reasonable time to take the amendment into account, in preparing their Bid, IFCI at its discretion, may extend the deadline for the submission of Bid.

Further, IFCI reserves the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.

### Note:

- If the online submission does not include all the information required or is incomplete, the proposal would be liable to be rejected.
- Bid(s) submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and would be liable to be rejected by IFCI.
- The evaluation of the bids will only be based on the documents uploaded online on GEM Portal <https://gem.gov.in/>
- The bid(s) shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable to be rejected.
- In the first stage, only TECHNICAL BID will be opened and evaluated for the Bidder(s) qualifying the eligibility criteria. Bidder(s) who satisfy the technical requirements as determined by IFCI, shall qualify for the Financial Bid evaluation.
- The Tender evaluation committee constituted for the said purpose, shall conduct bid evaluation. The objective of evaluation methodology is to facilitate the selection of desired solution at optimal cost. The purpose of it is only to provide the Bidder(s) an idea of the evaluation process that IFCI may adopt.
- IFCI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and financial responses by the prospective bidder(s)), without assigning any reason, whatsoever, and without any requirement of intimating the Bidder(s) of any such change.
- IFCI's decision in respect of evaluation methodology and short listing of bidder(s) will be final and no claims, whatsoever in this respect, shall be entertained.
- The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support Services**

### **Transfer of Bid Document/ Award**

Transfer of Bid(s) submitted by successful bidder to other party is not permissible. IFCI may request any bidder in writing to provide clarification on any tender clause based on the technical evaluation. Subsequent queries of IFCI, if any, on the technical details, clarifications or any other information should be replied positively within the time specified, failing which bid shall be finalized based on the information, available. It shall, therefore, be in the Bidder(s) interest to give complete and comprehensive technical particulars/description and details.

### **Evaluation of Technical Bids**

The Tender Evaluation Committee constituted by IFCI Limited will conduct the evaluation of technical bids. IFCI will evaluate and compare the bids which have been determined to be substantially responsive.

IFCI reserves the right to open the bid(s) at the specified/notified time and date, irrespective of the attendance or absence of the bidder(s).

### **Price Evaluation Criteria**

Bidder(s) should quote their rates/prices in Indian Rupees only which shall be inclusive of all applicable taxes for entire scope of work as per Price bid format included of this tender document.

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**CHAPTER - 6**

**Standard Terms & Conditions**

**For**

**Renewal of Subscription for Existing Microsoft Office365 (Cloud based Document Creation and Management – Word/Excel/PPT/One Drive/Teams etc.) Licenses**

**RFP No. IFCI/IT/GEM/2025/DEC/001**

**IFCI Limited, IFCI Tower  
61 Nehru Place, New Delhi - 110 019  
Phone: 011-4173 2000**

## **Standard Terms and Conditions**

### **Clarification of Tender Document**

The prospective Bidder(s) requiring any clarification may notify IFCI in writing or by e-mail as specified in Key Events and Dates section.

### **Amendment of Tender Document**

IFCI reserves its right to modify the Tender Document at any stage of tender process by an amendment. In order to accord prospective Bidder(s) reasonable time to prepare their bid, IFCI may, at its sole discretion, extend the last date and time for submission of Bid.

### **Completeness of Response**

Bidder(s) are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications.

Response to this RFP should be full and complete in all respects. Failure to furnish all the information required or submission of a proposal not substantially responsive in every respect will be at the Bidder's own risk and may result in rejection of their bid.

### **Proposal Cost**

IFCI shall not be liable for any cost incurred by bidder(s) in preparing responses to this RFP or for any work performed prior to official appointment by IFCI.

### **Any other Information**

In addition to the information desired in the terms and conditions as well as in the technical bid, the Bidder(s) may provide any other information/description like performance figures specified/ indicated along with supporting documents/calculations.

### **Validity of the Bid**

The Bid shall remain valid for acceptance for a minimum period of Ninety (90) days from the last date of submission of Bid (Technical and Financial), including extensions, if any.

In exceptional circumstances, IFCI may solicit the Bidder(s) consent for extension of the period of validity. The request and response thereto shall be made in writing.

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

### **Exclusivity**

IFCI will choose one (1) successful bidder to provide the required services. Further, no Consortium bids as well as sub-contracting in any form, shall be accepted.

### **Micro & Small Enterprises (MSEs)**

Bidder(s) claiming exemption for Micro and Small Enterprises (MSEs) shall provide copy of valid Registration Certificate. MSE Bidder(s) shall provide certificate of registration from either of following agencies:

- National Small Industries Corporation;
- Any other body specified by Ministry of MSME.

### **MSE - Allocation**

As the nature of this procurement is such that it cannot be split, hence MSME allocation will not be applicable for this procurement.

### **Preference to Make in India (MII)**

Not eligible for MII preference as Local Content criteria for this product has not been defined by Ministry of Electronics and Information Technology (MeitY).

### **Language**

The Bidder(s) shall quote the rates in English language and international numerals. The rate shall be in whole numbers. These rates shall be entered in figures as well as in words. In the event of variation in number written in figure and words, the number written in words will be taken as final.

### **Rectification of Errors**

Arithmetical errors in the Financial Bid will be rectified on the following basis.

1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
2. If there is a discrepancy between words and figures, the amount in words shall prevail.

Note: If the Bidder does not accept the correction of errors, their bid will be rejected.

### **Rejection of Bid**

Bids may be rejected on occurrence of any one of the following events/ conditions:

#### **(i) General Rejection Criteria**

- Any effort by a Bidder to influence IFCI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidder(s) bid.
- Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Any evidence of cartelisation.



## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

- Bids received by IFCI after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability & eligibility of the signatory to bind the Bidder.

### **(ii) Technical Rejection Criteria**

- Technical Bid containing financial details.
- Revelation of Prices in any form or for any reason before opening the Financial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidder(s) not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidder's not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- Bidder's not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

### **(iii) Financial Rejection Criteria**

- Incomplete Price Bid.
- Price Bids that do not conform to the Tender's price bid format.

## **Confidentiality of the Document**

The Bidder will treat all data & information about IFCI, obtained in the execution of its responsibilities as confidential & will not reveal such information to any other party without prior written approval of IFCI. If the Bidder leaks any such information to any third party by any means, IFCI holds the right to take such action as may be necessary.

## **Conflict of Interest**

Bidder(s) must disclose to IFCI in their proposal any potential conflict of interest, including any conflict which may involve IFCI employees who may have a financial interest in the Bidder.

If such conflict of interest exist, IFCI may, at its discretion, refuse to consider the Proposal.

## **Non-Collusion**

Bidder shall not discuss or communicate, directly or indirectly, with any other Bidder or their agent or representative about the preparation of their Proposal. Bidder shall attest that its participation in the RFP process is conducted without collusion or fraud.

If IFCI discovers there has been a breach of this Requirement at any time, IFCI reserves the right to disqualify the bid or to terminate any ensuing Agreement.

## **Right to Accept or Reject the Tenders**

The right to accept the bid in full or in part/parts will rest with IFCI. IFCI reserves the right to reject (during any stage of the Tendering Process) any, or all the bids received without

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

assigning any reason whatsoever.

Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected at the discretion of IFCI.

IFCI may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

### **Clarification of bids**

During evaluation of Bids, IFCI, at its discretion, may ask the Bidder(s) for clarification on their Bid submitted. The request for clarification and the response shall be in writing (e-Mail/on GeM portal), and no change in the substance of the Bid shall be sought, offered or permitted.

### **Debarment**

In case of any misconduct or fraudulent practice, bidder may be debarred in accordance with Guidelines on "Debarment of firms from bidding" issued by Department of Expenditure, Ministry of Finance (O.M. No. F.1\20\2018-PPD) dt: 02/11/2021.

### **Assignment**

The Bidder shall not assign, in whole or in part, its obligation to perform under this contract, except with IFCI's prior written consent. The Bidder shall notify IFCI in writing of all sub-contracts awarded under the contract, if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Bidder from any liability or obligation under the contract.

### **Annulment of Award**

Failure of the successful bidder to comply with the requirement as mentioned in scope of work shall constitute sufficient ground for the annulment of the award in which event IFCI may award the contract to any other bidder or call for new bids.

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

### **Good Faith Statement**

All information provided by IFCI in this RFP is offered in good faith. Individual items are subject to change at any time. IFCI makes no certification that any item is without error. IFCI is not responsible or liable for any resulting claims arising out of use of this information.

### **Award of Contract**

Before the expiry of the period of validity of the proposal, IFCI shall notify the **L1** Bidder through GeM portal or by email.

### **Commencement of Work**

The successful bidder shall commence services with three (3) days off award of contract or as per the schedule provided by IFCI and shall proceed with the same with due expedition without delay.

If the bidder fails to provide the services within stipulated time as per LOI/PO/Work Order or as intimated, IFCI at its sole discretion will have the right to cancel the contract.

Services shall be provided under the direction and to the satisfaction of IFCI.

### **Supplementary Information to the RFP**

If IFCI deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

### **Termination Clause**

IFCI at its absolute discretion, reserves its right to terminate the contract/ agreement for any reason including but not limited to the following:

- IFCI without prejudice to any other remedy for breach of contract, may terminate the contract/agreement by giving seven days' notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the selected bidder, or if the engagement is not in the interest of IFCI or IFCI no more requires any such service.
- Other Grounds for Termination: IFCI is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without assigning any reason and without payment of any compensation, in the following cases: -
  - the Bidder is adjudicated insolvent by a Competent Court or files for insolvency.
  - it is clearly understood by the Bidder that if a charge sheet is filed by any competent authority of the Government against the Bidder, the Bidder is obliged to notify IFCI within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due for service rendered after the date of the filing of the charge sheet.

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

- for any reason whatsoever, the selected bidder becomes disentitled in law to perform his obligations under this contract/agreement.
- the bidder is involved in wrongful billing. In addition, hereto wrongful billing shall also result in the bidder being debarred in accordance with guidelines on “Debarment of firms from bidding” issued by Department of Expenditure, Ministry of Finance (O.M. No. F.1\20\2018-PPD) dt: 2/11/2021.

### **Indemnity**

The bidder shall indemnify to protect and save IFCI, its employees, personnel, officers, directors and representatives against all claims, losses, costs, damages, expenses, action suits and other proceedings.

### **Jurisdiction**

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the construction and/or interpretation thereof shall be that of the appropriate court in New Delhi. The jurisdiction of any other court in any place other than New Delhi is specifically excluded.

### **Violation of Terms**

IFCI clarifies that IFCI shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder(s) and its Partner(s) 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. IFCI 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.

### **Penalty for deficiency in Services**

Any delay/failure in completion of the job as per the scope of work or part thereof will invite imposition of penalty @ 2% of the contract value per week and/or invocation of performance bank guarantee.

### **Waiver of Minor Irregularities**

IFCI reserves the right to waive minor irregularities in proposals provided such action is in the best interest of IFCI. Where IFCI may waive minor irregularities, such waiver shall in no way modify the “Request for Proposal” (RFP) requirements or excuse the Bidder from full

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

compliance with the RFP specifications and other contract requirements if the Bidder is selected.

### **Force Majeure**

IFCI may cancel the award without any penalty or may extend time limit set for the completion of the work as deemed fit in case the timely completion of the work is delayed by force majeure beyond the selected bidder's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed.

Force majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotions.

The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

- a. That within 2 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the successful bidder informs IFCI in writing that the Bidder considers himself entitled to an extension of the time limit;
- b. That the successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- c. That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract; and
- d. That the successful Bidder proves that the delay occurred is not due to his own action or lack of action.

However, Force Majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered.

### **Merger/ Acquisition of Bidder**

In the event of the Bidder's Firm or the concerned division of the firm being taken over/bought over by another firm, all the obligations under the agreement with IFCI should be passed on for compliance to the new firm in the Negotiations for their transfer.

### **Delays in the Bidder's Performance**

If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely performance of services, the Bidder shall promptly notify IFCI in writing of the fact of the delay, its likely duration and its cause(s).

IFCI reserves the right to reject a bidder in case it is observed that they may not be in position to execute this job as per the required schedule. The decision of IFCI will be final in the regard.

As soon as practicable after receipt of the Bidder's notice, IFCI shall evaluate the situation and

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

may at its discretion extend the Bidder's time for performance.

### **Preliminary Examinations**

- IFCI 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.
- IFCI at its sole discretion, may waive any minor 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.
- Prior to the detailed evaluation, IFCI 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.
- If a Bid is not substantially responsive, it will be rejected by IFCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

Bidder(s) are expected to examine all instructions, forms, terms and specification in this RFP. Failure to furnish all information required by this RFP or to submit a Bid not substantially responsive in every respect will be at the Bidder's risk and may result in the rejection of Bid.

### **Reservation Right**

Bidder(s) will not have the right to change the conditions, terms or prices of the proposal once the proposal has been submitted in writing to IFCI, nor shall bidder(s) have the right to withdraw a proposal once it has been submitted.

### **Withdrawal of Bids**

No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in this RFP document.

### **Transition Process**

Upon termination or expiration of this Contract, IFCI and the Bidder shall reasonably cooperate with each other to affect a smooth transition so as not to impose undue hardship.

### **Liquidated Damages and Penalties**

If the Selected Bidder fails to provide the Services within the time period(s) specified in the Contract, IFCI shall, without prejudice to its other remedies under the Contract, have the right to forfeit the performance security.

The Bidder covenants to be bound by the decision of IFCI without any demure in such an eventuality.

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

### **Confidentiality of Information**

Disclosure of any part of information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract and/or legal action against the Bidder for breach of trust.

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

### **ARBITRATION & RECONCILIATION:**

- i) In case an amicable settlement is not reached in the event of any dispute, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to sole arbitrator. The arbitrator shall be appointed by mutual consent.
- ii) The award of the Arbitrator shall be binding upon the parties to the dispute.
- iii) The provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.
- iv) The cost of arbitration shall be borne equally by both the parties.
- v) Work under the contract shall be continued during the arbitration proceedings.

### **Miscellaneous Terms & Conditions:**

- a. This tender document contains information that is believed to be relevant at the date but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether to enter into a contract or arrangement with IFCI. Neither IFCI nor any of its employees, agents, contractors, or advisors 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.
- b. Each respondent should notify IFCI Ltd of any error, omission, or discrepancy found in this tender document.
- c. A Respondent will, by responding to IFCI Ltd for tender, be deemed to have accepted the terms of this RFP.
- d. Selected bidder shall during the tenure of the Contract and at any time thereafter keep all information relating to the work in full confidence and shall not, unless so authorized in writing by IFCI, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through Tax consultant or its personnel or agents.

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

- e. The Bidder(s) are requested to submit their bids (technical and financial) prior to last date of submission to avoid any technical or other difficulty resulting in non- submission of their bids due to non-availability of portal at last moment and or any other reason whatsoever.
- f. At any time prior to the deadline for submission of Bids, IFCI may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum/corrigendum.
- g. Bidder should provide all the information ensuring its completeness and accuracy, in the desired format in a clear and unambiguous manner.
- h. Each bidder shall submit only one bid for a single assignment.
- i. If any false information/ documents are provided/ submitted in the bid document, IFCI reserves the right to reject such bid at any stage or to terminate the contract, if awarded, with immediate effect and take legal action against the bidder/ appointed firm, as may be appropriate.
- j. The successful Bidder shall nominate a Nodal Officer, within 2 days of the award of the work/contract. Details of the Nodal Officer should be given to IFCI immediately after his/her nomination for timely and smooth interaction.

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**CHAPTER - 7**

**ANNEXURES**

For

**Renewal of Subscription for Existing Microsoft Office365 (Cloud based Document Creation and Management – Word/Excel/PPT/One Drive/Teams etc.) Licenses**

IFCI Limited

RFP No. **IFCI/IT/GEM/2025/DEC/001**

IFCI Limited, IFCI Tower,  
61, Nehru Place,  
New Delhi – 110 019.  
Ph. 011-4173 2000

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

### Annexure 1

#### Offer Forwarding Letter /Tender Submission Letter (To be submitted on Bidder's letter head)

To  
General Manager  
IT Department  
IFCI Limited,

IFCI Tower, 61 Nehru Place  
NEW Delhi -110019

Dear Sir,

**Subject: Renewal of Subscription for Existing Microsoft Office365 (Cloud based Document Creation and Management – Word/Excel/PPT/One Drive/Teams etc.) Licenses**

This is in reference to your above-mentioned tender. Having examined the tender document, I/we the undersigned, hereby submit my/our proposal along with necessary supporting documents as desired by IFCI.

Further, I/we agree, that IFCI reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder(s) of any such change.

Further, I/we agree to abide by all the terms and conditions as mentioned in the tender document. I/We have also noted that IFCI reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date:  
Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Company Seal]

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

### Annexure 2

#### Tender Acceptance Letter

*(To be submitted on Bidder's letter head along with Technical Bid)*

To

General Manager  
IT Department  
IFCI Limited,  
IFCI Tower, 61 Nehru Place  
NEW Delhi -110019

Dear Sir,

#### **Subject: Acceptance of Terms & Conditions of Tender**

Tender Reference No: \_\_\_\_\_

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, I/We hereby enclose my/our offer, as detailed in your above referred RFP.

I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality/ entirety.

I/We hereby declare that my/our Firm/Company has not been blacklisted/ debarred /banned or disqualified by any Government or any Government agency including PSUs, Public Sector Banks / Public Sector Insurance Companies, during a period of last three year.

Further, I/We hereby declare that none of my/our partners /directors of my/our Firm/Company is blacklisted /debarred /banned by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies, any Government regulatory body nor has any criminal case against him /her is filed/pending during a period of last three years.

I/We certify that all information furnished by my/our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then IFCI shall without giving any notice or reason can summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

I/We hereby certify that all the information and data furnished by me/us with regard to the above Tender Specification are true and complete to the best of my/our knowledge. I/We have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I/We further certify that I/We am/are authorized to represent on behalf of my/our firm/company for the above-mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

I/We hereby confirm that I/we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by IFCI and in case of such observance at any stage, it shall be treated as null and void and our tender shall be deemed to be withdrawn.

I/We also hereby confirm that I/we have neither set any Terms and Conditions nor have I/We taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

I/We further confirm my/our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact, and acceptance to Reverse bidding process.

I/We confirm that my/our firm/company has not been referred to NCLT by any creditor. I/We further confirm that my/our firm/company and/or Promoters/Directors have not been convicted under Criminal law by Competent Court or Higher Court.

I/We confirm to have submitted the offer in accordance with tender instructions and as per aforesaid reference.

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

### Annexure 3

#### Bidder's General Information & Eligibility Criteria

**Subject: Renewal of Subscription for Existing Microsoft Office365 (Cloud based Document Creation and Management – Word/Excel/PPT/One Drive/Teams etc.) Licenses**

| Sl. No. | Particulars (Information Required)  | Bidder's response | Document Page Nos. |
|---------|---|-------------------|--------------------|
| 1       | Name of the Company   |                   |                    |
| 2       | Address of the Firm / Company   |                   |                    |
| 3       | Year of Registration/Incorporation  |                   |                    |
| 4       | Name & Telephone Number of the Proprietor/person to whom all references shall be made regarding tender:<br>(i) Name of the person<br>(ii) Telephone No (Landline)<br>(iii) Mobile No.<br>(v) E-mail Id  |                   |                    |
| 5       | Whether MSME/ MSE<br>(Bidder(s) must attach valid MSME certificate)   |                   |                    |
| 6       | Preference to Make in India (MII) (Bidder(s) must attach valid MII certificate)   |                   |                    |
| 7       | Details of the Bank Account of the Bidder <ul style="list-style-type: none"><li>Name of the Bank</li><li>Branch and address</li><li>IFSC Code</li></ul>   |                   |                    |
| 8       | Minimum average turnover of Rupees 1.23Crore for the last three financial years i.e., 2022-23, 2023-24 & 2024-25.<br><br><i>Turnover must be individual company turnover and not of any group of companies.</i>   |                   |                    |
| 9       | The Bidder(s) should have positive net worth for the past three financial years i.e. 2022-23, 2023-24 & 2024-25.  |                   |                    |
| 10      | Bidder should have experience of executing Minimum two (02) Microsoft Office 365 or cloud-based mailing solution projects with minimum 400 subscription licenses in last 03 years or involving migration from any other email solution Mail to Exchange in at least 01 project. |                   |                    |
| 11      | The bidder should have Quality Certificates:<br>ISO 9001:2015<br>ISO 27001:2013<br>ISO/IEC 20000-1:2018   |                   |                    |
| 12      | The bidder should have the direct billing relationship with Microsoft from last 5 Years & must be authorised partner of OEM i.e. Microsoft  |                   |                    |
| 13      | The bidder(s) should not be blacklisted or banned for business by any Public Sector undertaking / Govt.   |                   |                    |

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

| Sl. No. | Particulars (Information Required)  | Bidder's response | Document Page Nos. |
|---------|---|-------------------|--------------------|
|         | Department/ MNC/ Private Limited Companies in India or abroad.  |                   |                    |
| 14      | Acceptability of all conditions contained in the Tender Document by the Bidder(s). No further deviations to any mentioned clause shall be sought for. |                   |                    |
| 15      | Integrity Pact – To be executed on plain paper.   |                   |                    |
| 16      | Bid Security / EMD  |                   |                    |

**Note:** Bidder(s) should submit all the required documents as per Eligibility Criteria and should also mention all the page numbers of supporting documents of Eligibility Criteria.

Date:

Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Company Seal]

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

### **Annexure '4- (Manufacturer Authorization Format)**

Ref:

Date:

To  
General Manager  
IT Department  
IFCI Limited, IFCI Tower,  
61 Nehru Place  
NEW Delhi -110019

Dear Sir,

### **Sub: RFP for Renewal of Microsoft Office 365 subscription & support Services**

Reference:

We <OEM Name> having our registered office at <OEM Address> are the manufacturer of "....." do hereby authorize 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 or till the services are renewed with OEM whichever is later.

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 IFCI 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 OEM.....

<OEM Name>

Authorized Signatory Name  
Designation

Note: This letter of authority should be on the letterhead of the OEM and should be signed by the authorized person.

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

### **Annexure 5-Undertaking regarding Land Border Restriction**

*(To be submitted on Bidder's letter head)*

Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017

We certify as under: We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- i. We are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed); and
- ii. We shall not subcontract any work to a contractor from such countries unless such a contractor is registered with the Competent Authority.

Date:

Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Company Seal]



**Financial Bid Format for  
Renewal of Subscription for Existing Office365 Business Basic  
/Standard/ Premium Products for a period of 1 Year**

**Note:** Price Bid mentioned here is for illustration purpose only. Bidder(s) must upload the Financial Bid in Excel Format on **GEM PORTAL separately**. Financial Bid should not be uploaded in any case along with Technical Bid Documents. **If any bidder uploads the Financial Bid along with Technical Bid, the said bidder is liable to be disqualified/ rejected and their bid will not be considered for further evaluation.**

To,  
General Manager  
IT Department  
IFCI Limited,  
IFCI Tower, 61 Nehru Place  
NEW Delhi -110019

Dear Sir,

In response to your query, we hereby submit our financial bid, Renewal of Subscription for Existing Office365 Business Basic /Standard/ Premium Products for a period of 1 Year, i.e. from 18/12/2025 to 17/12/2026 as per specifications:

**(Amount in Rupees - Inclusive of Taxes)**

| Sl. No.  | User Profile                                | Office 365 & 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]                                |
| <b>I</b> | <b>Mandatory Services Costs</b>             |  |                 |   |  |  |                             |  |   |
| <b>A</b> | <b>Solution Cost</b>                        |  |                 |   |  |  |                             |  |   |
| 1        | Profile-1                                   | Microsoft 365 Business Premium           | 120             |   |  |  |                             |  |   |
| 2        | Profile-2                                   | Microsoft 365 Business Standard          | 145             |   |  |  |                             |  |   |
| 3        | Profile-2                                   | Microsoft 365 Business Basic             | 200             |   |  |  |                             |  |   |
| 4        | Solution Cost for 01 year: [1+2+3]          |  |                 |   |  |  |                             |  |   |
| 5        | Total Remote Support Cost for 1st Year      |  |                 |   |  |  |                             |  |   |
|          | <b>Total Cost of Ownership (TCO): [4+5]</b> |  |                 |   |  |  |                             |  |   |

- Bidders shall mention all such taxes in quoted cost in the financial bid separately as per the format provided. If there is any reduction or increase in duties and taxes due to any reason whatsoever after submission of Bid by the Bidder, the same shall be passed on to the IFCI or service provider respectively.

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

- All the terms and conditions contained in the RFP document are acceptable.

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

### **Annexure 7**

#### **Declaration by Authorised Signatory of Bidder** *(To be submitted on Bidder's letter head)*

To,

General Manager  
IT Department  
IFCI Limited,  
IFCI Tower, 61 Nehru Place  
NEW Delhi -110019

Dear Sir,

#### **Subject: Declaration by Authorized Signatory**

Ref:        Name of Tender and RFP No..... ,

I/We hereby certify that all the information and data furnished by me/us regarding the above Tender Specification are true and complete to the best of my/our knowledge. I/We have gone through the specifications, condition, stipulations, and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I/We further certify that I/We am/are authorized to represent on behalf of my/our firm/company for the above-mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

Date:

Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Company Seal]

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

### Annexure-8

#### **Escalation Matrix**

[To be submitted along with Technical Bid]

Tender No: -----

Dated: .....

(Starting from the person authorized to make commitments to IFCI till the person in rank of CEO/VP)

| Name | Company | Designation | Mobile | Phone | Email address |
|------|---------|-------------|--------|-------|---------------|
|      |         |             |        |       |               |
|      |         |             |        |       |               |
|      |         |             |        |       |               |

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

### Annexure-9

#### Format of sending Pre-bid queries

**Subject: Renewal of Subscription for Existing Office 365 Business Basic / Premium Products**

Tender No: -----

Dated: .....

Name of the Bidder:

Contact Address of the Bidder:

| Sl. No. | Section Number | Page Number | Query |
|---------|----------------|-------------|-------|
|         |                |             |       |
|         |                |             |       |

Date:

Place:

[Signature]  
(Name of Authorised Signatory)  
Designati  
on  
[Company  
Seal]

**Annexure-10**

**Declaration for Relation in IFCI**  
(To be submitted on Bidder's letter head)

To,

General  
Manager IT  
Department  
IFCI Limited,  
IFCI Tower, 61 Nehru Place  
NEW Delhi -110019

Dear Sir,

**Subject: Declaration for relation in IFCI**

I/We hereby submit the following information pertaining to relation/relatives of Directors/  
Employee(s) employed in IFCI.

**Tick (✓) any one as applicable:**

- ❖ The Director(s), Executives, of my/our Firm/Company DO NOT have any relation or  
relatives employed in IFCI.

OR

- ❖ The Director(s), Executives, of my/our Firm have relation/relatives employed in IFCI and  
their particulars are as below:

Date:  
Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Company Seal]

**Performa for Performance Bank Guarantee**

General Manager

IT Department  
IFCI Limited,  
IFCI Tower, 61 Nehru Place  
NEW Delhi -110019

Guarantee No.:  
Amount of Guarantee: Rs.-----  
Guarantee Cover From:-----to  
Last date of Lodgement of Claim: .....

This Deed of Guarantee executed at New Delhi on this day-----of-----by .....  
Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of  
Undertaking) Act, 1970 having its Head Office at ..... ,  
inter-alia, a Branch Office at ..... (Hereinafter referred to as 'Guarantor', which expression  
shall, unless it be repugnant to the subject or context thereof, include their successors and assigns)  
in favor of IFCI Limited having its registered office at IFCI Tower, 61 Nehru Place, New Delhi-110019  
(hereinafter referred to as 'IFCI' which expression shall unless it be repugnant to the subject or  
context thereof include their successors and assigns).

**WHEREAS**

i) IFCI has placed orders on M/s ----- having its office at -----  
(hereinafter referred to as 'Service Provider') vide its letter No.----- dated -----for  
services of ----- as per specifications and terms and  
conditions given in the above said orders, at a total cost of Rs. ----- (Rupees ----- only)  
including all GST etc. The service provider has now submitted invoices to IFCI, for the  
commencement of services of said amounting to Rs----- (inclusive of all taxes and duties.)

The said orders, inter-alia, provides that a sum of Rs. -----being 97% of the price of the  
said will be paid to the Service Provider by IFCI on providing services and balance 3% upon  
furnishing a bank guarantee to IFCI, equivalent to 3% of the cost of the said.....  
amounting to Rs. ----- (Rupees -----only), valid for a period of One Year  
from the date of commencement of services plus three months and due performance of the said

At the request of the Services Provider, (Bank) the guarantor has agreed to give such a guarantee  
to IFCI as hereinafter mentioned for the sum of Rs. ----- (Rupees -----only) being the 3% cost  
of the said applicable as herein before mentioned.

NOW, THEREFORE, these presents witnessed as follows:

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

1. In consideration of the premises the Guarantor hereby unconditionally absolutely and irrevocably guarantees and agrees with IFCI that in case the said -----  
----- are found to be defective in services and also in case the said -----  
----- do not perform satisfactorily during the guarantee period and the service provider fails to rectify the defects to the satisfaction of IFCI, the guarantor shall pay to IFCI upon demand immediately and without demur a sum of Rs.-----  
(Rupees ----- only) equivalent to 3% of the said -----as herein before mentioned.
2. The Guarantor shall also indemnify and keep IFCI indemnified against all losses, damages, costs, claims and expenses whatsoever, which IFCI may suffer as a result of non-performance of the said and also the said ----- not confirming to the purchase order specifications or any services defect noticed and not rectified by the service provider during the period. The guarantor hereby agrees to pay the aforesaid amount in one lump sum on demand irrespective of the fact whether the service provider admits or denies such claim or question its correctness in any Court, Tribunal or arbitration/proceedings or before any authority.
3. The guarantee given hereunder shall remain in full force and effect irrespective of any change in the terms and conditions of the contract/orders and notwithstanding the fact whether notice of such change or variation is given to the guarantor or not AND the guarantor hereby specifically waives its right to receive any notice of any change and/or variation of the terms and/or conditions of the said contract/orders.
4. The guarantee is issued subject to the condition that the liability of the guarantor under this guarantee is limited to a maximum of Rs.----- (Rupees ----- only) and the guarantee shall remain in full force for One Year from the date of commencement of services plus claim period of three months and thereafter for such extended period as may be mutually agreed upon by the Guarantor, the Service Provider and IFCI.
5. Notwithstanding anything contained herein:
  - i) The bank's liability under this guarantee shall not exceed Rs. -----  
(Rupees.....)
  - ii) The guarantee shall remain in force up-to -----
  - iii) The Bank shall be liable to pay the guaranteed amount or any part thereof under this guarantee only if a written claim or demand is served upon the Bank on or before -----  
----- (3 Months after expiry of the Guarantee) after which the bank shall be discharged from all liabilities under this guarantee.



## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

In witness whereof, the guarantor has put its hand to this deed at New Delhi on the -----  
-- first above mentioned.

For and on behalf of the  
guarantor  
(Name and Designation of the signatory)  
Authorized signatory

**Annexure-12**

**Declaration that the Bidder has not been blacklisted.  
(To be submitted on Bidder's letter head along with Technical Bid)**

To,  
General Manager  
IT Department  
IFCI Limited,  
IFCI Tower,  
61 Nehru Place  
NEW Delhi -110019

**Subject: Renewal of Subscription for Existing Office365 Business Basic / Premium Products**

Dear Sir,

I/We confirm that my/our firm/company is not blacklisted in any manner whatsoever by any central Government department, autonomous organizations, Public Sector Undertakings (PSUs) or any other Government Organizations in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.

It is hereby confirmed that I/We are entitled to act on behalf of our firm/company and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:  
Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Company Seal]

**In the absence of above declaration/certification, the Bid is liable to be rejected.**

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support

### Annexure-13

#### **No Deviation Certificate**

*(To be submitted on Bidder's letter head)*

To,

General Manager  
IT Department  
IFCI Limited,  
IFCI Tower,  
61 Nehru Place  
NEW Delhi -110019

Dear Sir,

#### **Subject: No Deviation Certificate**

Ref: RFP/Tender No... ,

I/We hereby confirm that I/We have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by IFCI and in case of such observance at any stage, it shall be treated as null and void and my/our tender shall be deemed to be withdrawn.

I/We also hereby confirm that I/We have neither set any Terms and Conditions and nor have I/We taken any deviation from the Tender conditions together with other references applicable for the above referred RFP/Tender Specification.

I/We further confirm my/our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact, and acceptance to bidding process.

I/We confirm to have submitted offer in accordance with RFP instructions and as per aforesaid reference.

Date:

Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Company Seal]

**Annexure-14**

**Integrity Pact**

(To be executed on plain paper and submitted along with Technical Bid for Tenders having a value of Rs. 10 Lakh or more. To be signed by the same signatory competent / authorized to sign the relevant contract on behalf of IFCI Ltd.)

( \_\_\_\_\_ Name of the Department / Officer)

Tender No. \_\_\_\_\_ for \_\_\_\_\_

(Each Tender must have Distinct Number and Subject Matter)

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on \_\_\_\_\_ day of the \_\_\_\_\_, between, on one hand, IFCI Ltd., a company Incorporated under Companies Act, 1956, with its Registered Office at IFCI Tower, 61 Nehru Place, New Delhi – 110019, acting through its authorised officer, (hereinafter called Principal), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

**And**

M/s. ....

(with complete address and contact details) represented by Shri .....

\_\_\_\_\_ (i.e. Vendor / Bidders hereinafter called the 'Counter Party') which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

AND WHEREAS the PRINCIPAL values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with Counter Party(ies).

AND WHEREAS, in order to achieve these goals, the principal has appointed Independent External Monitors (IEMs) to monitor the Tender process and execution of the Contract for compliance with the principles as laid down in this Agreement.

WHEREAS THE Principal proposes to procure the Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and

WHEREAS the Counter Party is a private Company/ Public Company/ Government Undertaking/ Partnership, etc. constituted in accordance with the relevant law in the matter and the principal is a Government Company and a Systematically Important, Non-Deposit taking, Non-Banking Financial Company, (NBFC-ND-SI).

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 tenor of the contract to be entered into with a view to "-

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

Enabling the PRINCIPAL to obtain the desired goods/services at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Counter Party to abstain from bribing or indulging in any type of 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 PRINCIPAL will commit to prevent corruption, in any from, by its officials by following transparent procedures.

The parties hereto hereby agree to enter this Integrity Pact and agree as follows: -

### **A. Commitment of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal, personally or through any of his/her family members will in connection with the Tender or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the Tender Process treat all the Counter Party (ies) with equity and reason. The Principal will, in particular, before and during the Tender Process, provide to all Counter Party (ies) the same information and will not provide to any Counter Party (ies) confidential / additional information through which the Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.
  - c) The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past had been of biased nature.
2. If the Principal obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

### **B. Commitments of Counter Parties**

The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) commit himself / themselves to observe these principles during participation in the Tender Process and during the Contract execution: -

The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor,

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the PRINCIPAL which is not available legally, connected directly or indirectly with the bidding process, or to any person company or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

1. The Counter party 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 etc. to any official of the Principal or otherwise in procurement 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 Principal for forbearing to show favour of disfavour to any person in relation to the contract or any other contract with the Principal.
2. Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract Foreign Counter Parties shall disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals and associates.
3. Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary of any, in connection with the bid / contract.
4. The Counter Party has to further confirm and declare to the Principal that the Counter Party is the original integrator and has not engaged any other individual or firm or company, whether in Indian or foreign intercede, facilitate or in any way to recommend to Principal or any of its functionaries whether officially or unofficially to the award of the contract to the Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any intercession, facilitation or recommendation.
5. The Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payment made, is committed to or intends to make to officials of Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.
6. The Counter Party 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. Also, the Counter Party has not entered into any undisclosed agreement or understanding with other Bidders with respect to prices, specifications, certifications, subsidiary contracts etc.
7. The Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
8. The Counter Party shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.
9. The Counter Party commits to refrain from giving any complaint directly or through any

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

other manner without supporting it with full and verifiable facts.

10. The Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
11. If the Counter Party or any employee of the Counter Party or any person acting on behalf of the Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal, or alternatively, if any relative of an official / employee of Principal has financial interest / stake in the Counter Party firm, the same shall be disclosed by the Counter Party at the time of filling of tender.
12. The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
13. The Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal.
14. The Counter Party shall disclose any transgression with any other Company that may impinge on the anti-corruption Principle.
15. The Counter Party agrees that if it makes an incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender process or the contract, if already awarded, can be terminated for such a reason.

### **C. Disqualification from Tender Process and exclusion from Future Contracts**

1. If the Bidders, either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other from, such as to put his reliability or credibility in question, the principal is entitled to disqualify the Counter Party from the Tender Process or terminate the Contract, if already executed or exclude the Counter Party from future contract award processes.
2. The Counter Party accepts and undertakes to respect and uphold the principal's absolute right to resort to and impose such execution.
3. Apart from the above, the principal may act for banning of business dealings / Counter Party as deemed fit by the Principal.
4. If the Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system as per the satisfaction of the Principal, the Principal may at its own discretion, as per laid down company procedure, revoke the exclusion.

### **D. Consequences of Breach**

Without prejudice to any rights that may be available to the Principal under Law or the Contract or its established policies and laid down procedure, the principal shall have the following rights in case of breach of this Integrity Pact by the Counter Party: -

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

1. Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Counter Party(ies) from the Tender Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to the Article III, the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Counter Party.
2. Criminal Liability: IF the Principal obtains knowledge of conduct of a Counter Party which constitute corruption within the meaning of PC Act, or if the principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **E. Equal Treatment of all Bidders/Manpower Agencies/Sub-Manpower agencies/Counter Parties**

1. The Counter Party (ies) undertake (s) to demand from all sub-Manpower agencies a commitment in conformity with this Integrity Pact. The Counterparty shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-Manpower agencies / sub-vendors.
2. The Principal will enter into Pacts in identical terms as this one with all Counter Parties.
3. The Principal will disqualify Counter Parties who do not submit to the duly signed Pact, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

### **F. Independent External Monitor (IEM)**

1. The Central Vigilance Commission has approved the appointment of Independent External Monitor (s) (IEMs) for this Pact. The task of the IEM is to review independently and objectively whether and to what extent the parties comply with the obligations under this Integrity Pact. The name and particulars of the two IEMs is as under: -

|   |  |
|---|--|
| Shri Umendra Sharma<br>Email Id: <a href="mailto:sharmaumendra@gmail.com">sharmaumendra@gmail.com</a> | Shri A Vijay Anand<br>Email ID: <a href="mailto:Vijay_anand45@hotmail.com">Vijay_anand45@hotmail.com</a> |
|---|--|

2. The IEM is not subject to instructions by the representatives of the parties and performs its functions neutrally and independently. The IEM shall give his / recommendations to the MD & CEO/ DMD, IFCI Ltd.
3. The Counter Party(ies) accept that IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal including that provided by the Counter Party. The Counter Party will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Manpower Agency's Tender Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Counter Party (ies) with confidentiality.
4. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform



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the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

5. The IEMs would examine all complaints and would give their recommendations / views to the MD&CEO of the Principal. IEM may also send their report directly to the CVO and the Commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs are expected to tender their advice on the complaints within 10 days as far as possible.
6. For ensuring their desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct and investigation and submit their joint recommendation to the management of the Principal.
7. The role of the IEMs shall be advisory and would not be binding and it is restricted to resolving issues raised by the Counter Party regarding any aspect of the tender which allegedly restricts competition or bias towards the Counter Party.
8. The word 'IEM' would include both singular and plural.

### **G. Duration of the Integrity Pact (IP)**

1. This IP shall be operative from the date IP is signed by both the Parties till the final completion of the contract. Any violation of the same would entail disqualification of the Counter Party and exclusion from future business dealings.
2. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the MD&CEO, IFCI Ltd.

### **H. Other Provisions**

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the Principal who has floated the Tender. The concerned Office / Department which has floated the Tender would be the focal point for implementation of IP.
2. Changes and supplements in any Procurement / Service Contract / Tender need to be made in writing. Changes and supplement in IP need to be made in writing.
3. If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In that case, the parties will strive to come to an agreement to their original intentions.
5. A person signing the IP shall not approach the Court while representing the matter to

## **Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support**

the IEMs and he / she will await their decision in the matter.

6. This IP is deemed as part of the procurement / service contract and both the Principal and the Counter Party are bound by its provisions.

### **I. Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender / Contract documents regarding any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses: -

---

(For and behalf of Principal)

---

(For and behalf of Counter Party)

WITNESSES:

1. (Signature, name, and address)

2. (Signature, name, and address)

**Annexure-15****Bid Security/  
EMD**

Bidder must provide EMD Amount through RTGS/ NEFT directly in IFCI Limited's Bank Account as given below **OR** EMD can be submitted in the form of DD payable in favour of IFCI Limited at New Delhi.

**IFCI Limited, New Delhi**

DETAILS OF BANK ACCOUNT NO., BANK NAME AND ADDRESS  
AND IFSC CODE NUMBER FOR TRANSFERRING THE FUNDS TO  
IFCI LTD. THROUGH

RTGS / SWIFT

|  |   |
|--|---|
| HDFC BANK ACCOUNT No                               | 00030350002631  |
| Account / Beneficiary Name                         | IFCI Ltd.   |
| Bank Name  | HDFC Bank Ltd.  |
| HDFC Bank Branch Address                           | 209-214, Kailash Building,<br>Kasturba Gandhi Marg, New<br>Delhi – 110 001. T.No.011-<br>41699422/41699472<br>Fax No. 011-23359580/41699402 |
| 9 Digit (MICR) Code Number of the<br>Bank & Branch | 110240001   |
| Account Type (with Code)                           | Current Account   |
| BANK & BRANCH CODE / BSR Code                      | 051005  |
| Ledger N. / Ledger Folio No                        | HDFC Bank does not maintain Ledgers   |
| IFSC Code<br>(Indian Financial System Code)        | HDFC0000003   |
| SWIFT Code   | HDFCINBBXXX   |

TREASURY DEPARTMENT IFCI Ltd.,  
IFCI Tower, 61, Nehru Place, New Delhi  
– 110 019 Tl. No. 011-41732466  
/41732456

\*\*\*\*\*

## **Annexure 16- (Resolution matrix)**

We declare that we will adhere to the following resolution matrix during our service contract period with IFCI:

| <b>Situation</b>   | <b>Expected response of Vendor</b>   |
|--|--|
| <b>High priority</b><br><br>Resolution within 4 hours<br><br>Response time: immediate<br>-Mail service for more than 10 Mailboxes is affected<br>- MS Teams issue<br>-Mail service for any of the VIP users (Viz. MD, ED, CGM or GM) is affected.<br>-Any Channel such as Webmail or POP3/MAPI/IMAP is affected entirely.<br>-Blocking/Deleting SPAM mail<br>-Mail security services are affected<br>- Any other issue raised by the IFCI with High priority | 1 <sup>st</sup> call response immediate <ul style="list-style-type: none"> <li>• Continuous effort on a 24x7 basis</li> <li>• Escalation to OEM/Solution provider, if required</li> <li>• Notification to Senior Executives</li> </ul> |
| <b>Medium priority</b><br><br>Resolution within 8 hours<br><br>-Mail service<br>- Archival Data<br>-Creation of policies, rules etc. and assistance thereof<br>- Support in accessing O365 applications<br>-Request for mail retrieval/reports   | First call response within 4 hours <ul style="list-style-type: none"> <li>• Continuous effort on a 24x7 basis</li> <li>• Notification of Our Senior Managers</li> <li>• Escalation to OEM/Solution provider, if required</li> </ul>    |
| <b>Low Priority</b><br><br>Resolution within 24 hours<br>-All issues not defined above   | First call response within 12 hours <ul style="list-style-type: none"> <li>• Effort during Business Hours</li> <li>• Escalation to OEM/Solution provider, if required</li> </ul>   |

Authorized Signatories

(Name & Designation, seal of the company)

Date:

**Annexure 17-Confidentiality/Non-Disclosure Agreement**

This Confidentiality Agreement is executed on the \_\_\_\_ day of \_\_\_\_\_, 2024 at New Delhi by and between:

**IFCI Limited**, a company registered under the Companies Act, 1956 with CIN No. L74899DL1993GOI053677, hereinafter would be termed as "**IFCI**" or the **Disclosing Party**, having its Registered Office at IFCI Tower, 61, Nehru Place, New Delhi – 110019, which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART.

AND

**M/s.....**, a company incorporated under the Companies Act, 1956, with CIN No. \_\_\_\_\_ hereinafter would be termed as "....." or the **Receiving Party**, having its registered office \_\_\_\_\_, India which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

Each of the Disclosing Party and Receiving Party are hereinafter individually referred to as the "**Party**" and collectively as the "**Parties**".

In this Agreement references to any statutory provision shall be deemed to mean and to include a reference to any modification or re-enactment thereof for the time being in force.

**WHEREAS**

- A. Disclosing Party is a Government of India undertaking and a Financial Institution, inter alia engaged in the business of providing medium to long term financial assistance to manufacturing, service and infrastructure sectors.;
- B. Recipient is engaged in the business of Service Integrator (SI) or Managed Service Provider.
- C. The Parties are desirous of renewing Annual Maintenance Charges for Dell Servers, Storage Device & Brocade Switches.
- D. Subject to the terms hereof, the Discloser agrees to provide Confidential Information, as defined hereunder to the Recipient, which is considered proprietary in nature in relation to the Proposed Transaction.

**NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND THE AGREEMENTS HEREINAFTER SET FORTH, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**AND WHEREAS IT IS AGREED BETWEEN THE PARTIES THAT:**

**1. NON-DISCLOSURE**

- (i) The party receiving Confidential Information (the "Receiving Party") shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall disclose Confidential Information only to employees

who need to know such information to evaluate the possible business transaction with the party disclosing such Confidential Information (the "Disclosing Party"), and who have signed agreements that obligate them to treat Confidential Information as required under this Agreement. The Receiving Party shall not use any Confidential Information for any purpose except to evaluate a possible business transaction between the parties.

- (ii) If the Receiving Party is required or requested to disclose any Confidential information by any applicable law or regulation or by any governmental agency or regulatory body having authority to regulate or oversee any aspect of the Receiving Party's business in connection with the exercise of such authority, and such Confidential Information is provided or disclosed pursuant to such requirement or request, the Receiving Party shall not be in breach of this Agreement.
- (iii) The Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential and proprietary information. Each party agrees that it will not interfere with or circumvent any business of the other party through the use of any Confidential Information acquired hereunder nor use any Confidential Information for its own account. The Receiving Party acknowledges that the Disclosing Party is neither responsible nor liable for any business decisions made by the Receiving Party in reliance upon any Confidential Information disclosed pursuant hereto.

## **2. CONFIDENTIAL INFORMATION**

"Confidential Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned by the Receiving Party, pertaining in any manner to the business of the Disclosing Party or to the Disclosing Party's affiliates, subsidiaries, consultants or business associates, whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labelled as confidential by the Disclosing Party or otherwise provided by the Disclosing Party and is "Confidential Information" includes, without limitation, the following: (a) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (b) information about costs, profits, markets and sales; (c) plans for future development and new product concepts; and (d) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Receiving Party by the Disclosing Party, as well as written or verbal instructions or comments.

## **3. NO OBLIGATION OF CONFIDENTIALITY**

The obligation of confidentiality shall not apply with respect to any particular portion of information if:

- (i) It is in the public domain at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (ii) It entered the public domain through no fault of the Receiving Party subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or

- (iii) It was in the Receiving Party's possession, free of any obligation of confidence, at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (iv) It was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (v) Such information was developed by employees or agents of the Receiving Party, independently of and without reference to the information and the Receiving Party has evidence of such independent development.

#### **4. RETURN OF INFORMATION**

Within Fifteen (15) business days following either a request from the Disclosing Party or the completion of business dealings between the parties hereto, the Receiving Party will deliver to the Disclosing Party all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. The Disclosing Party, at its sole option, may request in writing that the Receiving Party destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information be destroyed, the Receiving Party will destroy the Confidential Information and, within ten (10) business days of the notice from the Disclosing Party to destroy the Confidential Information, will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed.

#### **5. USE OF INFORMATION BY RECIPIENT**

- (i) The Receiving Party agrees to use the Confidential Information only for the purposes of evaluating the possibility of a future collaboration between the parties and in connection with such future collaboration, if any.
- (ii) The Receiving party shall use the information only for the migration of on-premises database and applications to Oracle cloud infra, and the receiving party shall not use the information provided by the disclosing party for any other purpose without the prior written approval by the disclosing party.
- (iii) The Receiving Party agrees to restrict disclosure of the Confidential Information solely to its employees and agents who have a need to know such Confidential Information and to advise such persons of their obligations of confidentiality and non-disclosure hereunder. Further, the Receiving Party shall not disclose the Confidential Information to third parties, including independent contractors or consultants, without the prior express written consent of the Disclosing Party, and shall advise such third parties of their obligations of confidentiality and non-disclosure hereunder.
- (iv) The Receiving Party agrees to use reasonable means, not less than those used to protect its own proprietary information, to safeguard the Confidential Information.

#### **6. NON-CIRCUMVENTION**

For a period of twelve (12) months after the date of execution of this Agreement and for as long as this Agreement remains in effect, the Receiving Party and its officers and directors, separately and individually, will not make any effort to circumvent the terms

of this Agreement in an attempt to gain the benefits or considerations granted to it under the Agreement by taking any actions to indirectly gain the benefits of the Confidential Information, including but not limited to contracting with or contacting directly any target acquisition, client, company, or proposed investor of the other party which the Disclosing Party has identified as having access to as relates to the proposed transaction(s) without the express permission in writing of the Disclosing Party.

### **7. REMEDIES**

The Receiving Party agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury, which may be difficult to ascertain. The Receiving Party recognizes that its violation of this Agreement could cause the Disclosing Party irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, the Receiving Party agrees that the Disclosing Party may have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief the Disclosing Party deems appropriate. This right may be in addition to any other remedy available to the Disclosing Party in law or equity.

### **8. OWNERSHIP OF INFORMATION**

Each of the parties hereto retains title to its respective Confidential Information and all copies thereof. The Receiving Party hereby acknowledges that the Confidential Information is proprietary to the Disclosing Party. Further, each party represents that it has no agreement with any other party that would preclude its compliance with this Agreement.

### **9. WARRANTIES**

In maintaining confidentiality hereunder the Receiving Party warrants that it shall:

- (i) take at least the same degree of care in safeguarding such Confidential Information and Confidential Materials as it takes for its own Confidential Information and Confidential Material of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- (ii) keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- (iii) upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

### **10. SURVIVAL**

The Receiving Party's duty of confidentiality under this Agreement regarding the Confidential Information shall survive the termination of this Agreement.

### **11. TERMINATION**

Either Party may terminate this Agreement at any time by providing the other Party with thirty (30) days advance written notice of its intent to terminate this Agreement. Upon termination of this Agreement, the disclosing party may request the receiving party to return all confidential information and the receiving party shall within Fifteen (15) business days following a request from the Disclosing Party deliver to the Disclosing Party all tangible copies of the Confidential



Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. The Disclosing Party, at its sole option, may request in writing that the Receiving Party destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information be destroyed, the Receiving Party will destroy the Confidential Information and, within ten (10) business days of the notice from the Disclosing Party to destroy the Confidential Information, will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed.

### **12. GENERAL**

- (i) This Agreement shall be binding upon and for the benefit of the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement supersedes and replaces any existing agreement entered into by the parties relating generally to the same subject matter, and may be modified only in writing signed by the parties.
- (ii) This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and shall be governed by the laws of India. This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.
- (iii) Any dispute, controversy or claim arising out of or relating to this agreement shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 for the time being in force amended as follows: the place of arbitration shall be New Delhi; the parties shall mutually appoint a Sole Arbitrator to adjudicate the dispute between the parties; the language of the arbitration shall be English. This letter and the Terms shall be governed by and construed in accordance with the laws of India.
- (iv) This Agreement constitutes the entire Agreement. Any modification shall be in writing and signed by both parties. The Agreement may be executed in counterparts. This Agreement, and its terms and provisions, shall be binding upon, the benefit of the parties, their successors, administrators, executors and assigns, except as otherwise provided herein. This Agreement will come into effect upon both parties signing this agreement.
- (v) This Agreement shall not be assignable to any third party by the Receiving Party without the prior written consent of the Disclosing Party.
- (vi) This Agreement may be executed in two numbers of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the authorized representatives of the Parties have executed this Agreement effective as of the Effective Date:

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support Services

**For IFCI Limited**

**For Bidder**

**(Authorised Signatory)**

**(Authorised Signatory)**

**Place:**

**Place:**

**Date:**

**Date:**

**Witness**

**Witness**

**1.** \_\_\_\_\_

**1.** \_\_\_\_\_

\_\_\_\_\_  
**(Name & Address)**

\_\_\_\_\_  
**(Name & Address)**

**2.** \_\_\_\_\_

**2.** \_\_\_\_\_

\_\_\_\_\_  
**(Name & Address)**

\_\_\_\_\_  
**(Name & Address)**

## **Annexure 18-Regulatory Compliances**

### **A. Aspects to be considered in outsourcing agreement.**

- Service Provider shall provide the service as mentioned in the RFP document and availability (up time) as mentioned in the SLA.
- Effective access by IFCI to all data, books, records, information, logs, alerts and business premises relevant to the outsourced activity, available with the service provider
- Regular audit / evaluation to be conducted by IFCI for effective monitoring and assessment of the contracts being handled by service provider for continuous management of the risks holistically, so that any necessary corrective measure can be taken immediately.
- Type of material adverse events (e.g., data breaches, denial of service, service unavailability, etc.) and the incidents required to be reported to IFCI by the Service Provider to enable IFCI to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines.
- Service Provider shall Comply with the provisions of Information Technology Act, 2000, other applicable legal requirements and standards to protect the customer data.
- Service Provider shall adhere to the deliverables, including Service-Level Agreements (SLAs) as stated in the RFP document.
- Storage of data shall only be in India as per extant regulatory requirements.
- Service Provider shall provide details of data (related to IFCI and its customers) captured, processed and stored as and when required.
- Service Provider shall have the control mechanism for maintaining confidentiality of data of IFCI and its customers', and Service Provider is liable in the event of security breach and leakage of such information.
- Service Provider (vendor) shall obtain prior approval / permission to share with IFCI's customer and / or any other party.
- Specifying the resolution process, events of default, indemnities, remedies, and recourse available to the respective parties.
- Service Provider shall have contingency plans and skilled resources to provide core services, so that back-up arrangements necessary to operate and ensure business continuity and testing requirements.
- IFCI shall have the right to conduct audit of the service provider (including its sub-contractors), whether by its internal or external auditors, or by agents appointed to act on its behalf, and to obtain copies of any audit or review reports and findings made about the Service Provider in conjunction with the services performed for the IFCI.
- IFCI shall have the Right to seek information from the service provider about the third parties (in the supply chain) engaged by the former.

## Request for Proposal (RFP) for Renewal of Office 365 Subscription & Support Services

- Recognising the authority of regulators to perform inspection of the service provider and any of its sub-contractors. Service Provider shall allow RBI or person(s) authorised by it to access the IFCI's IT infrastructure, applications, data, documents, and other necessary information given to, stored or processed by the service provider and/ or its sub-contractors in relation and as applicable to the scope of the outsourcing arrangements.
- Service Provider shall be contractually liable for the performance and risk management practices of its sub-contractors if any.
- Obligation of the service provider to comply with directions issued by the RBI in relation to the activities outsourced to the service provider, through specific contractual terms and conditions specified by the IFCI.
- Service Provider shall prior approval/ consent of the IFCI for use of sub-contractors by the service provider for all or part of an outsourced activity.
- Termination rights of IFCI, including the ability to orderly transfer the proposed IT-outsourcing arrangement to another service provider, if necessary or desirable.
- Obligation of the service provider to co-operate with the relevant authorities in case of insolvency / resolution of IFCI.
- Service Provider shall have skilled resources who provide core services as "essential personnel" so that a limited number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations).
- Service Provider shall have suitable back-to-back arrangements between service providers and the OEMs.
- Non-disclosure agreement shall be executed by both parties with respect to information retained by the service provider before start of contract.
- IFCI at its sole discretion can terminate the contract at any time during the period of contract, If the service of the Service Provider is unsatisfactory and violates any of the terms and conditions stipulated in the agreement.
- Service Provider shall ensure that safe removal/ destruction of data, information, hardware and all records (digital and physical), on completion of contract period or cancellation of contract at any time. However, service provider shall be legally obliged to cooperate fully with both the IFCI and new service provider(s) to ensure for smooth transition. Further, Service Provider shall ensure that the service provider is prohibited from erasing, purging, revoking, altering or changing any data during the transition period, unless specifically advised by the regulator/ concerned.
- IFCI shall obtain the source codes for all critical applications from their vendors. Where obtaining of the source code is not possible, it shall put in place a source code escrow arrangement or other arrangements to adequately mitigate the risk of default by the vendor.
- IFCI shall ensure that all product updates and programme fixes are included in the source code escrow arrangement.
- IFCI shall obtain a certificate or a written confirmation from the application developer or

vendor stating that the application is free of known vulnerabilities, malware, and any covert channels in the code. Such a certificate or a written confirmation shall also be obtained whenever material changes to the code, including upgrades, occur.

### **B. Cloud Services Management and Security Considerations**

**Service and Technology Architecture:** Service Provider shall ensure the service and technology architecture supporting cloud-based applications is built in adherence to globally recognised architecture principles and standards.

Also, Service Provider ensure a technology architecture that provides for secure container-based data management, where encryption keys and Hardware Security Modules are under the control of IFCI. The architecture should provide for a standard set of tools and processes to manage containers, images and releases. Multitenancy environments should be protected against data integrity and confidentiality risks, and against co-mingling of data. The architecture should be resilient and enable smooth recovery in case of failure of any one or combination of components across the cloud architecture with minimal impact on data/ information security.

**Identity and Access Management (IAM):** Service Provider shall be ensured for providing role- based access to the cloud hosted applications, in respect of user-access and privileged-access. Stringent access controls, as applicable for an on-premises application, may be established for identity and access management to cloud-based applications.

Segregation of duties and role conflict matrix should be implemented for all kinds of user access and privileged-access roles in the cloud-hosted application irrespective of the cloud service model. Access provisioning should be governed by principles of 'need to know' and 'least privileges. In addition, multi-factor authentication should be implemented for access to cloud applications.

**Security Controls:** Service Provider shall ensure that the implementation of security controls in the cloud-based application achieves similar or higher degree of control objectives than those achieved in/ by an on-premises application. This includes ensuring - secure connection through appropriate deployment of network security resources and their configurations; appropriate and secure configurations, monitoring of the cloud assets utilised by IFCI. Necessary procedures to authorise changes to cloud applications and related resources.

#### **Robust Monitoring and Surveillance:**

- Service Provider maintains an information security policy framework commensurate with its exposures to vulnerabilities and threats.
- Service Provider is able to maintain its information/ cyber security capability with respect to changes in vulnerabilities and threats, including those resulting from changes to information assets or its business environment.
- The nature and frequency of testing of controls by the CSP in respect of the outsourced services is commensurate with the materiality of the services being outsourced by IFCI and the threat environment.

Appropriate integration of logs, events from the Service Provider, wherever applicable and/ or retention of relevant logs in cloud shall be ensured for incident reporting and handling of incidents relating to services deployed on the cloud.

The IFCI's own efforts in securing its application shall be complemented by the Service Provider's cyber resilience controls. The Service Provider / IFCI shall ensure continuous and regular updates of security-related software including upgrades, fixes, patches and service packs for protecting the application from advanced threats/ malware.

**Vulnerability Management:** Service Providers ensure to have a well-governed and structured approach to manage threats and vulnerabilities supported by requisite industry-specific threat intelligence capabilities.

### **Disaster Recovery & Cyber Resilience**

In the event of a disaster affecting its cloud services or failure of the Service Provider, IFCI can continue its critical operations with minimal disruption of services while ensuring integrity and security.

Service Providers put in place demonstrative capabilities for preparedness and readiness for cyber resilience as regards cloud services in use by them. This should be systematically ensured, inter alia, through robust incident response and recovery practices including conduct of Disaster Recovery (DR) drills at various levels of cloud services including necessary stakeholders.

- a) The exit strategy and service level stipulations in the SLA shall factor in, inter alia,
  - (i) agreed processes and turnaround times for returning the IFCI's service collaterals and data held by the Service Provider.
  - (ii) data completeness and portability.
  - (iii) Secure purge of IFCI's information from the Service Provider's environment.
  - (iv) Smooth transition of services
  - (v) Unambiguous definition of liabilities, damages, penalties and indemnities.
- b) Monitoring the ongoing design of applications and service delivery technology stack that the exit plans should align with.
- a) Contractually agreed exit / termination plans should specify how the cloud hosted service(s) and data will be moved out from the cloud with minimal impact on continuity of the IFCI's business, while maintaining integrity and security.
- b) All records of transactions, customer and operational information, configuration data should be promptly taken over in a systematic manner from the Service Provider and purged at the Service Provider -end and independent assurance sought before signing off from the Service Provider.
- c) Non-disclosure agreement shall be executed by both parties with respect to information retained by the service provider before the start of contract.

**Audit and Assurance:** The audit/ periodic review/ third-party certifications should cover, as per applicability and cloud usage, inter alia, aspects such as roles and responsibilities of both IFCI and Service Provider in cloud governance, access and network controls, configurations, monitoring mechanism, data encryption, log review, change management, incident response, and resilience preparedness and testing, etc.

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]