

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank



RFP Reference No.: NHB/ITD/RFP-O365 / OUT4496 / 2020

**Request for proposal (RFP) for
Procurement and Implementation of
Microsoft Office 365 Cloud Service & Support**

Information Technology Department
Head Office, National Housing Bank
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110 003

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RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

<u>BID SUMMARY</u>		
1.	Date of commencement of sale of Bidding Documents	14.08.2020 (Wednesday)
2.	Pre-Bid meeting with Bidders*	21.08.2020, 1500 Hrs
3.	Last date and time for sale/download of Bidding Documents	07.09.2020 (Monday)
4.	Last date and time for receipt of Bidding Documents	07.09.2020 (Monday), 1800 Hrs
5.	Date and Time of Technical Bid Opening#	08.09.2020 (Tuesday) 1500 Hrs
6.	Cost of RFP	NIL
7.	Earnest Money Deposit (EMD) Amount	Rs. 300,000/- (Refundable)
8.	Place of opening of Bids <i>(Will be intimated to bidders over email if conducting through VC)</i>	National Housing Bank, Information Technology Deptt. Head Office Core 5-A, 3 rd Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003

Note:-

- *Due to ongoing Covid situation, meetings are being conducted online. Interested bidders can send pre-bid queries over email as per section 3.1 of this RFP or send the Video conference links to NHB designated officials for face to face queries/clarifications in online manner.
- #Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Meeting link will be shared by NHB through email in advance.
- *Notice of any changes will be provided through e-mail from designated contact personnel only or website publishing.*

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- Further, please note that Commercial Bid opening Date, Time & Venue will be intimated to the technically qualified Bidders at a later date.
- All data/information, submitted vide documentary proofs/company records along this RFP, must be reported & will be treated as on date of publication of this RFP.

GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
DC	Data Center Site, Delhi
DR	Disaster Recovery Site, Mumbai
HFC	Housing Finance Company
HO	Head Office, Delhi
RRO	Regional Representative Office
ITD	Information and Technology Department
PSU	Public Sector Unit
PSB	Public Sector Bank
TCO	Total Cost of Ownership
EMD	Earnest Money Deposit
RFP	Request For Proposal
CSP	Cloud Service Provider. Microsoft is the CSP for this implementation.
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
LC	Large Corporate (LC): An organization having an average annual turnover of Rs. 1000 Crore or above during last three years will be considered as Large Corporate (LC) for this RFP.

Interpretation: The terms RFP, Tender, Bid have been used interchangeably and it shall be treated as one and the same for the purpose of this RFP document. All clarifications, amendments, modifications, supplemental RFP that may be issued in relation to this RFP shall be treated as part and parcel of the RFP and shall together constitute the RFP document.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Contents

1. INTRODUCTION.....	8
1.1 Purpose	8
1.2 Document Structure	9
2. ABOUT NATIONAL HOUSING BANK.....	9
3. INSTRUCTION TO BIDDERS	10
3.1 Pre-bid Meeting	11
3.2 Soft Copy of Tender Document.....	11
3.3 Non-Transferability of Tender.....	11
3.4 Statement of Confidentiality	11
3.5 Language of Bid.....	12
3.6 Masked Commercial Bid	12
3.7 Erasures or Alterations	12
3.8 Amendment to the bidding document.....	12
3.9 Right to Alter Location / Quantities.....	13
3.10 Documents Comprising the Bid	13
3.11 Bid Currency	13
3.12 Earnest Money Deposit (EMD).....	13
3.13 Performance Guarantee	15
3.14 Liquidity Damages	15
3.15 Period of Validity of Bids	16
3.16 Format and Signing of Bids.....	16
3.17 Sealing and Marking of Bids.....	16
3.18 Deadline for submission of Bids.....	17
3.19 Late Bids.....	17
3.20 Modification and/or Withdrawal of Bids:.....	17
3.21 Opening of Bids by the Bank	18
3.22 Clarification of bids	18
3.23 Preliminary Examinations.....	18
3.24 Proposal Ownership.....	18
3.25 Instructions to the Bidders:	18
3.26 Price Composition & Variation.....	19
3.27 Timely availability of Support Services.....	19
3.28 Manuals and Drawings	19

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

3.29	Bid Evaluation.....	19
3.30	Modification and Withdrawal	20
3.31	Revelation of Prices	20
3.32	Terms and Conditions of the bidding firms	20
3.33	Local conditions.....	20
3.34	Contacting NHB or putting outside influence	20
3.35	Proposal Content	20
3.36	Banned or Delisted Supplier:.....	20
3.37	Compliance with Laws	21
3.38	Intellectual Property Rights	21
3.39	False / Incomplete statement:.....	22
4.	PRESENT SET-UP	22
4.1.	Overview:	22
4.2.	Present mail-flow setup:.....	23
4.3.	Exchange Mailflow Design:	23
4.4.	Configuration & Design Description:.....	23
5.	SCOPE OF WORK	24
5.1.	Deliverables and Project Goals:.....	24
5.1.1.	Office 365 Readiness Assessment, Onsite Discovery, and Planning.....	24
5.1.2.	Migration Preparation	25
5.1.3.	Migration and Cutover	26
5.1.4.	Administrator Training, Documentation and Knowledge Transfer	26
5.1.5.	End User Documentation, Knowledge Transfer, and Training.....	27
5.1.6.	Support.....	27
5.1.6.1.	Onsite Support:	28
5.2.	Solution and services	28
5.3.	On-Going Activities:.....	31
5.3.1.	Management, Monitoring and Reporting.....	31
5.3.2.	Documentation.....	32
5.3.3.	Regulatory/ Compliance Requirements:.....	32
6.	Service Level and Penalty clause.....	37
7.	PROJECT SCHEDULE	37
8.	BIDDING PROCESS (TWO STAGES)	38
8.1.	BID EVALUATION METHODOLOGY	39
8.2.	Minimum Eligibility Criteria	39

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

8.3.	Evaluation of Technical Bids.....	40
8.4.	Technical Bids (Mark Distributions).....	41
8.5.	Financial Bid.....	42
8.6.	Final Processing	42
9.	COMMERCIAL TERMS AND CONDITIONS.....	43
9.1.	Cost of RFP	43
9.2.	Currency	43
9.3.	Price	43
9.4.	Payment Terms	43
9.5.	Payment in case of Termination of contract:	45
10.	General Terms and Conditions.....	45
11.	Termination Clause	47
12.	ACCEPTANCE OF ORDER.....	47
12.1.	Definitive Agreement.....	47
12.2.	Pre-Contract Integrity Pact Clause.....	48
13.	TAXES	48
14.	GOVERNING LAWS AND DISPUTES.....	48
15.	USE OF CONTRACT DOCUMENTS AND INFORMATION.....	48
16.	ASSIGNMENT	49
17.	DURATION OF CONTRACT.....	49
18.	Suspension of Work	49
19.	TERMINATION OF CONTRACT.....	49
	Annexures.....	50
	Annexure 'A' (Bidder Information).....	51
	Annexure 'B'-(Bidder Experience Details).....	53
	Annexure 'C' - (Compliance Statement Declaration Along With Deviations)	54
	Annexure 'D' - (Minimum Eligibility Criteria)	55
	Annexure 'E' - (Manufacturer Authorization Format).....	58
	Annexure 'F'-(Technical Bid Covering Letter)	59
	Annexure 'G'-(Technical Bid Format)	60
	Annexure 'H'-(Commercial Bid Covering Letter)	61
	Annexure 'I' - (Commercial Bid Format)	62
	Annexure 'J'-(ECS MANDATE)	67
	Annexure 'K' - (Letter of Competence Format)	69
	Annexure 'L'-(Format of Bank Guarantee).....	70

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'M'-(Service Level Agreement)72
Annexure 'N'-(CONFIDENTIALITY -CUM- NON DISCLOSURE AGREEMENT)..... 88
Annexure 'O'-(Pre Contract Integrity Pact) 93
Annexure 'P'-(List of Agreements to be executed)..... 103
Annexure 'Q'-(Resolution matrix) 104

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

1. INTRODUCTION

1.1 Purpose

- National Housing Bank (hereinafter referred to as the Bank) with Head Office at New Delhi is interested to select a Microsoft Office 365 Cloud Service Provider (CSP) for Supply, Implementation, Integration and Maintenance of Office 365 Cloud Solution for the Bank, and Migration of existing Mail boxes of its Staff, as per scope of work (SOW) defined in section 5, through a reputed vendor.
- The Bank will enter into service contract for 3 years with successful bidder and EA with Microsoft. The work order will be initially placed for 1 year and the same may be renewed based on satisfactory performance review.
- The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with NHB. Neither NHB nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither NHB nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.
- Subject to any law to the contrary, and to the maximum extent permitted by law, NHB and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NHB or any of its officers, employees, contractors, agents, or advisers.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

1.2 Document Structure

This RFP is organized into 10 sections:

Section Number	Description
Section 1: Introduction	Describes the purpose of the document as well as the details contained in each section.
Section 2: About National Housing Bank	Provides a brief overview of NHB
Section 3: Instruction to bidders	Provides detailed instructions to bidders
Section 4: Present Set-up	Provides overview of present setup of MS Exchange in NHB
Section 5: Scope of Work	Provides bidders with the scope of work
Section 6: Project Schedule	Provides details of project schedule
Section 7: Bidding Process (Two Stages)	Describes the process and criteria for evaluation of proposal.
Section 8: Commercial Terms and Conditions	Provides commercial terms & conditions
Section 9: General Terms and Conditions	Provides general terms & conditions
Section 10: Annexures	Provides bidders with annexures format

2. ABOUT NATIONAL HOUSING BANK

National Housing Bank (NHB), a statutory organisation is a wholly owned subsidiary of the Reserve Bank of India. NHB is an Apex Financial Institution formed under the Act of the Parliament with a mandate for Promotion, Development and Regulation of the Housing Finance Sector.

Apart from regulating the housing finance companies (HFC), NHB also extends financial support by way equity participation in HFCs and refinance facility to financial institutions such as Banks, HFCs, Co-operative Sector Institutions, Housing Agencies, etc. benefiting the masses both in urban and rural areas.

The head office of NHB is located in New Delhi and it has a regional office located at Mumbai and representative offices at Ahmedabad, Bengaluru, Hyderabad and Kolkata.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

3. INSTRUCTION TO BIDDERS

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

- 3.1. No binding legal relationship will exist between any of the Respondents and Bank until execution of a contractual agreement.
- 3.2. Each Recipient acknowledges and accepts that Bank may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible vendor(s). The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.
- 3.3. A Recipient will, by responding to Bank for RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.
- 3.4. Recipients are required to direct all communications related to this RFP, through the Nominated Point of Contact person:

<u>Susanta Kr Padhi</u> Dy. General Manager Email : susanta.padhi@nhb.org.in Telephone : 011-39187113; 01139187000-Extn 113 Fax : +91 - 11 - 24649432	<u>Munish Bhutani</u> Regional Manager Email: munish.bhutani@nhb.org.in Telephone : 011-39187187; 01139187000-Extn 187 Fax : +91 - 11 - 24649432
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- 3.5. Bank may, in its absolute discretion, seek additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 3.6. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- 3.7. If Bank, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 3.8. Queries / Clarification if any, may be taken up with the contact persons detailed above before the deadline for submission of bids between 10.00 am to 5.00 pm on any working days (Monday to Friday except holidays).

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- Bank may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- Vendor should not have been blacklisted/debarred from participation in the bid process by any of the Govt. Departments/PSU/Banks/Financial Institutes in India.
- Bank will notify all short-listed Respondents in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. Bank is not obliged to provide any reasons for any such acceptance or rejection.
- The bids qualify the Minimum Eligibility Criteria will be eligible for further evaluation and subsequently the bids qualify both Minimum Eligibility Criteria and Technical Evaluation will be eligible for Commercial Evaluation.

3.1 Pre-bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, NHB intends to hold an online/offline Pre-Bid meetings on the date and time as indicated in the RFP. The queries of all the Bidders, in writing, should reach by e-mail or by post, minimum 2 days before the date of pre-bid meeting, on the email/postal address as mentioned above. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting. Only the authorized representatives of the bidders, who have purchased the RFP, will be allowed to attend the Pre-Bid meeting.

3.2 Soft Copy of Tender Document

The soft copy of the tender document will be made available on NHB's website <http://www.nhb.org.in>.

3.3 Non-Transferability of Tender

This tender document is not transferable.

3.4 Statement of Confidentiality

This document contains information that is proprietary and confidential to National Housing Bank (NHB), which shall not be disclosed outside the bidder's company, transmitted, or duplicated, used in whole or in part for any purpose other than its intended purpose. Any use or disclosure in whole or in part of this information without explicit written permission of NHB is prohibited. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to NHB. NHB may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with NHB or any of its customers, suppliers, or agents without the prior written consent of NHB. Any use or disclosure in whole or in part of this information without explicit written permission of NHB is prohibited.

3.5 Language of Bid

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

3.6 Masked Commercial Bid

The bidder should submit a copy of the actual price bid (as per the format specified by Bank) being submitted to NHB by masking the actual prices with the technical bid. This is mandatory. The bid may be disqualified if it is not submitted by masking it properly. Bank reserves the right to cancel the bid at the time of commercial evaluation, if the format/detail (except price) of 'Masked Commercial Bid' does not match with the format/detail of actual Commercial Bid submitted.

3.7 Erasures or Alterations

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting may be considered at the discretion of the Bank only if they are initialed by the person signing the Bids. However, any interlineations', erasures or overwriting in any form will not be accepted in the commercial bid. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. NHB may treat offers not adhering to these guidelines as unacceptable. NHB may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and NHB reserves the right for such waivers.

3.8 Amendment to the bidding document

- At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- The amendment will be posted on Banks website www.nhb.org.in
- All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
- The bank at its discretion may extend the deadline for the submission of Bids.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- The Bank shall not be liable for any communication gap. Further the Bank reserve the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.

3.9 Right to Alter Location / Quantities

NHB reserves the right to alter the proposed location/s specified in the tender. NHB also reserves the right to add/delete one or more location/s from the list specified in the tender.

3.10 Documents Comprising the Bid

- The bid consists of two proposals viz., technical proposal and commercial proposal.
- Documents comprising the TECHNICAL PROPOSAL should be:
 - Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract i.e., minimum eligibility criteria as per Annexure - 'D'.
 - Technical Bid as per Annexure - 'G'. Any technical Bid containing price information will be rejected.
 - The proof of e-payment of Rs.3,00,000/- (refundable) made to NATIONAL HOUSING BANK.
 - Soft copy of minimum eligibility criteria, technical bid, masked commercial bid.
 - Masked Price Bid listing all the components as listed in Commercial Bid, without indicating the price.
 - Bids without the RFP cost and EMD amount will be rejected.
- Documents comprising the COMMERCIAL PROPOSAL should be:
 - Complete Commercial bid as per Annexure - 'I' with covering letter as per Annexure 'H'.
 - Soft copy of commercial bid Price bids containing any deviations or similar clauses may be summarily rejected.
 - Any Other information may be furnished in separate Annexures.

3.11 Bid Currency

Bids to be quoted in Indian Rupee only.

3.12 Earnest Money Deposit (EMD)

- i. All the responses must be accompanied by a refundable interest free security deposit of Rs. 300,000/- (Rs. Three Lacs only), by way of an e-payment in favour of National Housing Bank as per account details mentioned below:

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

The Accounts details :

S.No	Type	Particulars
1	Beneficiary Name	National Housing Bank
2	Beneficiary Address	Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003
3	Beneficiary Bank Name	State Bank of India
4	Beneficiary Bank Branch Address	Pragati vihar Delhi Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi - 110 003
5	Type of Bank Account	Current account
6	Beneficiary Bank A/C No	52142903844
7	IFCS code of Bank branch	SBIN0020511
8	MICR No	110002658

- ii. The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the bid may not be considered for further evaluation.
- iii. The bidders are also required to submit ECS Mandate Form as enclosed in Annexure- 'J'.
- iv. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected. Request for exemption from EMD will not be entertained. The EMD deposit is exempted for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)
- v. The EMD amount of all unsuccessful bidders would be refunded on completion of the tendering process.
- vi. Successful Bidder will be refunded the EMD amount after execution of SLA and submission of Performance Bank Guarantee for 10% of contract value as per terms of RFP.
- vii. The EMD security may be forfeited:
 - If a Bidder withdraws its bids during the period of bid validity
 - If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract
 - In case of successful Bidder, if the Bidder fails to Sign the contract.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

3.13 Performance Guarantee

The selected Bidder will be required to provide a 10% of the total cost of ownership (Please refer Total Cost of ownership 'X' of Annexure 'I') as Performance Guarantee (Format at Annexure 'L'), in the form of bank guarantee from a scheduled commercial bank. The performance guarantee should be valid till at least three months period beyond the expiry of contract period i.e. 3 years. The same is required to be extended if the contract period is extended as per terms of RFP. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the bidder results into imposition of Liquidated Damages/penalty, then NHB reserves the right to invoke the submitted Bank Guarantee.

3.14 Liquidity Damages

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

SN	Schedule	LD in case of default
1	Solution Delivery: Services provision on cloud, license assignment as per SOW, portal creation etc.	a. 1% of the Total Solution Cost [Annexure I:Table1:S.No3] for each weeks delay or part thereof, subject to maximum of 10% of the solution cost. b. In case the delay exceeds three weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise. If orders are cancelled due to non-delivery, the vendor will be debarred by Bank for participating in any future tenders floated by Bank. In such circumstance, NHB reserves the right to forfeit EMD and invoke the submitted Performance Bank Guarantee (PBG).

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

2	Implementation, Data Migration and Training	1% of the component cost (Implementation, Data Migration and Training) for each weeks delay or part thereof, subject to maximum of 10% of the component cost.
3	On-site support: Unavailability of required Support Manpower	1% of on-site support cost per day of applicable period

3.15 Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for an acceptance period of 6 months from the date of submission of commercial bid.
- In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

3.16 Format and Signing of Bids

Each bid shall be in two parts:

- Part I: consists of MINIMUM ELIGIBILITY CRITERIA, TECHNICAL BID and MASKED COMMERCIAL BID [price bids without any price]. The above contents will be referred to as "TECHNICAL PROPOSAL".
- Part II : covering only the COMMERCIAL BID herein referred to as "COMMERCIAL PROPOSAL"
- The Original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.17 Sealing and Marking of Bids

- The envelop shall be addressed to the Bank at the address given below:

The Deputy General Manager,
IT Department,

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

National Housing Bank
Core 5A, 3rd Floor, India Habitat Centre
Lodhi Road
New Delhi – 110003

- All envelopes should indicate on the cover the name and address of bidder along with contact number.
- The Bidder shall seal the envelopes containing Technical and Commercial proposals separately.
- The envelope should be non-window and separately super scribed as “Technical Proposal for Microsoft Office 365 Cloud Service” and “Commercial Proposal for Microsoft Office 365 Cloud Service”, as applicable.
- If the envelop is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- Bids not sealed properly shall not considered and will stand rejected without recourse.

3.18 Deadline for submission of Bids

- The bids must be received by the Bank at the addressed specified, not later than the last date of bid submission as indicated above.
- In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.19 Late Bids

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

3.20 Modification and/or Withdrawal of Bids:

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.
- The Bidders are advised to submit the Bids only after the Pre-Bid Meeting as the Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be allowed to be modified after the deadline for submission of Bids. No Bidder shall be allowed to withdraw the Bid, if Bidder happens to be successful Bidder.
- NHB has the right to reject any or all Bids received without assigning any reason whatsoever. NHB shall not be responsible for non-receipt / non- delivery of the Bid documents due to any reason whatsoever.

3.21 Opening of Bids by the Bank

- On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives who will attend the meeting on the specified date.
- The Bidder name and presence or absence of requisite EMD, RFP cost and such other details as the Bank, if any, at its discretion may consider appropriate will be announced at the time of technical bid opening.

3.22 Clarification of bids

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

3.23 Preliminary Examinations

- The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the bids are generally in order.
- The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- The decision of the Bank is final towards evaluation of the bid documents.

3.24 Proposal Ownership

The proposal and all supporting documentation submitted by the vendors shall become the property of NHB unless NHB agrees to the vendor's specific request/s, in writing, that the proposal and documentation be returned or destroyed.

3.25 Instructions to the Bidders:

The bidder shall not outsource the work assigned by the Bank, to any third party and attend all complaints registered by the Bank through its own service/support

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

infrastructure only.

3.26 Price Composition & Variation

- The vendor should clearly furnish the cost matrix strictly as per the structure provided in the Annexure 'I'. Any deviation may lead to bid rejection. Also no options should be quoted other than as per the commercial bid. Wherever options are given, the bid is liable to be rejected.
- The commercial offer shall be on a fixed price basis. No price variation relating to cost of consultancy exclusive of taxes (present and future) will be entertained for any work assigned during the period of contract.
- Date of implementation of project shall be date of the sign-off. The same date shall be considered for renewal of support services etc., if applicable.

3.27 Timely availability of Support Services

The vendor should have proper and adequate support mechanisms in place at New Delhi & NCR to provide all necessary support under this project as detailed in this RFP.

3.28 Manuals and Drawings

The vendor shall provide complete technical and other documentation/s for the services supplied during the period of contract. All the manuals shall be in English and must be clearly indicative of services supplied.

3.29 Bid Evaluation

- The Bank may use the services of external consultant for normalization of bids and evaluation of bids
- Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) as per terms of RFP.
- **Detailed bid evaluation methodology and selection of bidder is given in Section 8.**
- Arithmetic errors correction:
 - Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:
 - If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, its bid will be rejected.
 - If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- It the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
- Figures mentioned in words will be treated as final in case there is mismatch between price quoted in figures and price quoted in words.

3.30 Modification and Withdrawal

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

3.31 Revelation of Prices

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

3.32 Terms and Conditions of the bidding firms

The bidding firms are not required to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids.

3.33 Local conditions

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

3.34 Contacting NHB or putting outside influence

Bidders are forbidden to contact NHB or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

3.35 Proposal Content

The vendors' proposals are central to the evaluation and selection process. Therefore, it is important that the vendors carefully prepare the proposal. The quality of the vendors' proposal will be viewed as an indicator of the vendor's capability to provide the solution and vendors interest in the project.

3.36 Banned or Delisted Supplier:

The bidder has to give a declaration that they have not been banned or delisted by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries. If a bidder has been banned by any Government, Quasi Government agencies, PSUs or PSBs and its

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

subsidiaries, this fact must be clearly stated .If this declaration is not given, the bid will be rejected as non-responsive. This declaration will be submitted along with the Technical Bid

3.37 Compliance with Laws

- (a) The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- (b) The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Bidder.
- (c) In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Bidder under this contract.

3.38 Intellectual Property Rights

The Bidder warrants that in the event of its selection: -

- (a) The Inputs to be provided by it shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- (b) It further warrants that the Deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- (c) In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the Bidder shall, at its choice and expense: (a) procure for NHB the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing, provided that the same

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

function is performed by the replacement or modified Deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse NHB for any amounts paid to the Bidder for such Deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB . However, NHB shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of NHB to use the proposed solution.

- (d) The Bidder acknowledges that business logics, work flows, delegation and decision making processes of NHB are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met and in case the system is unable to facilitate the processes duly supported by various requirements as envisaged in the RFP.

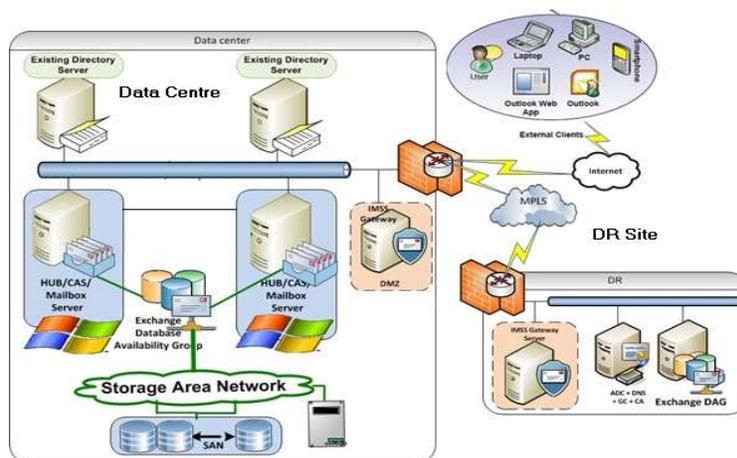
3.39 False / Incomplete statement:

Any statement/declaration made by the tenderer, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender or in the event of his tender having been accepted at any stage of the contract, shall render his/their tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:

- a. If such statement is found at the tender stage, his total earnest money shall be forfeited and tender will be summarily rejected.
- b. In case such a statement is found at the contract stage appropriate action as decided by the Bank shall be applicable.

4. PRESENT SET-UP

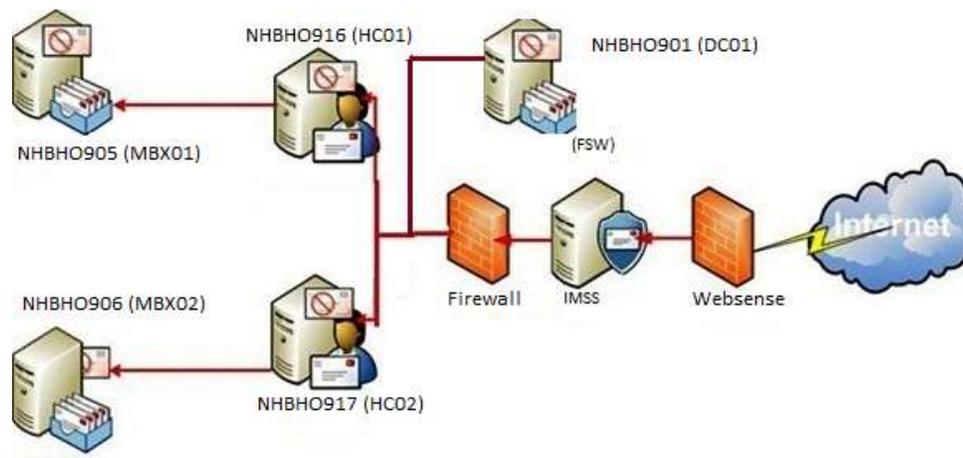
4.1. Overview:



4.2. Present mail-flow setup:

- High availability at Data Centre Level
 - The Exchange system as shown above is setup with a clustered environment to achieve high availability (HA). The transport servers (HUB/CAS) are in cluster over NLB and mailbox servers are configured using DAG (database availability group) technology to achieve HA. This setup facilitates availability of services in case there is a failure of any one of the servers in a cluster/DAG, thereby ensuring continuous availability of services.
- High availability at Site level
 - Failover DR system for Exchange is setup at Mumbai Site. DR server remains in sync with DC exchange servers as a member server of DAG (Database availability group). It facilitates quick switchover of exchange services to DR site in case there is a disruption of exchange services from the primary site.

4.3. Exchange Mailflow Design:



4.4. Configuration & Design Description:

- Bank's domain environment is setup with Windows 2012 R2 Servers. There are two domain controllers at DC site and one at DR site. Exchange systems are integrated with domain controllers for user authentication and to seek other system and user based privileges for email delivery.
- Primary domain controller has been allotted all requisite FSMO roles to carry out domain related functionalities. Additional Domain Controller (ADC) is activated with DHCP role to manage mac-binded client IP addressing over NHB LAN.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- In DC (Delhi), Four Exchange 2010 SP3 Servers are configured with two Mailbox Servers in DAG, two servers with HUB & CAS roles which are collocated in Windows Network Load Balancing as explained diagrammatically above.
- As a security measure, Mail exchange with Public domains is done through Symantec IMSS Server hosted at DC site.
- Bank manages public domain name resolution services from Internet to Bank's exchange servers. The DNS services are hosted with 3rd party to enable routing of emails from a public domain to Bank's domain: nhb.org.in.

Access to Banks's mailing system is made accessible over Internet to all NHB officers through Outlook web access. Also having active Sync services configured, email system is accessible from all Internet enabled mobile devices of NHB officers.

5. SCOPE OF WORK

NHB is seeking Proposals for migration and implementation of Microsoft's Office 365 hosted environment for its 2010 Exchange email system. Included in this project, NHB will be upgrading its existing Microsoft server. All work must be completed in accordance with all applicable standards, and other specifications, terms, and conditions as stated in this RFP. The project should provide NHB with a hosted and secure Microsoft Office 365 solution and coordinating licensing and support, as detailed in this RFP.

Based on the contents of the RFP, the selected successful bidder shall be required to independently arrive at the Methodology, based on globally acceptable standards and best practices, suitable for NHB. The NHB expressly stipulates that the selection of successful bidder under this RFP is on the understanding that this scope contains only the principal provisions for the entire assignment. The successful bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to NHB.

5.1. Deliverables and Project Goals:

5.1.1. Office 365 Readiness Assessment, Onsite Discovery, and Planning

- Draft Project plan
- Onsite review of client systems to gather and capture information about existing infrastructure.
- Identify potential challenges and propose solutions.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- Recommend an effective communications and training plan for NHB users based on best practices
- Identify mailbox size and item counts that will be migrated to Office 365.
- Networking and Naming Services Planning.
- Determine required tasks for configuring network and DNS.
- User Identity and Account Provisioning Planning.
- Planning considerations to implement directory synchronization.
- Exchange Online Planning.
- Develop migration strategy.
- Determine mail-enabled applications and plan for configuration.
- Conduct bandwidth assessment to calculate migration velocity for mailbox data.
- Office 365 services planning.
- SMTP services planning.
- Assessment and documentation of client configurations, including identification of necessary changes from current configuration standards.
- Compliance search, e-discovery, archive, mailbox quota and retention planning.
- Bandwidth and connectivity assessment to calculate migration cadence.

5.1.2. Migration Preparation

- Exchange online service configuration.
- Develop migration strategies for Office 365.
- SMTP service configuration.
- Secure messaging configuration.
- Initial retention policy configuration.
- Initial data loss prevention policy configuration.
- Anti-spam and anti-malware protections configuration.
- Conditional access for Microsoft Outlook, Outlook Web Access and managed mobile access configuration.
- Configuration of compliance, e-discovery, and archive components, including policies and roles-based access.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- Configuration of outlook web access and exchange active sync, including condition access requirements where appropriate.
- Preparation of reports for usage, performance and service health metrics.
- Preparation of reports for auditing of administrative activities, including provisioning and de-provisioning, compliance/e-discovery activity, and configuration changes. Data loss prevention planning.
- Identification and planning of roles based administration and the separation of duties following the principle of least privileges.
- Identification and planning of necessary reports for performance, health and usage metrics of Office 365 messaging services, including administrator activities.

5.1.3. Migration and Cutover

- Assign licenses to users.
- Migrate and synchronize mailbox data to exchange online.
- Migration of Public Folders, if any.
- Migration of ActiveSync devices.
- Migration of the retention policy.
- Perform post-migration end-to-end testing of Office 365 messaging services, including scenario-specific services and mobile device access where appropriate.
- Perform post-migration end-to-end testing of instant messaging, group IM and internal video calling, as applicable.
- Decommission and cleanup of on-premises Exchange resources.

5.1.4. Administrator Training, Documentation and Knowledge Transfer

- Onsite training of IT staff for:
 - a. Administration Office 365 messaging services,
 - b. Creation and administration of archive and retention policies
 - c. Provisioning and de-provisioning of users, including disposition of data that meets NHB's retention and compliance policies.
 - d. Responding to e-discovery and legal hold requests.
- Office 365 administration best practices, including roles based controls and separation of duties.
- Creating reports for activity, performance, health and access:

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- a. Administrator documentation detailing all configurations pertaining to retention, archiving and disposition of email
- b. Administrator documentation detailing all configurations of latest Skype for Business/Teams, as required.

5.1.5. End User Documentation, Knowledge Transfer, and Training

- General end-user documentation and training on the new Office 365 messaging environment, including OWA.
- General end-user documentation on changes necessary on mobile devices to use Active Sync in the new messaging environment.
- General end-user documentation on archive, archive policies and, retention policies.

5.1.6. Support

- One contact number for all support (user/technical) needs would be preferred. Service provider should provide the address and telephone number for the general customer/ technical support location at Delhi/NCR.
- Service provider will depute Onsite O365 certified engg. (L1 support) during initial 3 months of contract post signoff. Service provider will depute onsite qualified professional during first 3 months from the date of signoff, for providing requisite support to NHB users. The duty hours of onsite qualified engineer would be 10 AM to 6 PM. In urgent circumstances, vendor will ensure the availability of Onsite Engineer for smooth operations and support services.
- Service provider will ensure that Direct Microsoft Support under EA is obtained and facilitated as per requirement. Service provider will coordinate with Microsoft for any solution/implementation related issues to maintain SLA.
- During period of contract, service provider will provide onsite support as per resolution matrix defined in this RFP. Non-adherence to resolution matrix will be considered as breach of SLA and dealt as per terms of RFP.
- The annual support includes support on existing Active Directory (AD) setup. Service provider to ensure that AD is properly patched and upgraded on an ongoing basis. For AD upgradation during the period of contract, the hardware will be provided by NHB, if required and no other cost will be borne by the Bank.
- Service provider will provide support on AD management, it migration/upgradation during contract period.
- Supporting users on Office 365 usage

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- Training users on Microsoft Office 365 tools
- Weekly support reporting
- Quarterly service review

5.1.6.1. Onsite Support:

- Service provider will depute onsite qualified professional during first 3 months from the date of signoff, for providing requisite support to NHB users.
- Service provider will provide onsite* support during 2nd and 3rd year of contract as per resolution matrix (annexure Q).
**Onsite support means that concerned service provider's official/engineer will visit the site for resolution of issues/ configurations/settings as per scope of work.*
- Onsite support professional must have minimum qualification as under.
 - 3year+ experience
 - Graduate with O365 certification
 - Proficiency in English/Hindi, presentable person.
 - NHB reserves right to accept to demand change of suitable support person.
- Bidder to submit detailed profile of onsite support engineer before signoff

5.2.Solution and services

The services are procured as a Subscription to Microsoft hosted online services on Cloud over Bank's Intranet/ Internet as per Bill of Material. Service provider will ensure adherence to following instructions during the period of contract:

- 5.2.1 Vendor will activate some or all modules of Office 365 product suite as per requirement of the Bank.
- 5.2.2 Vendor will implement MS Teams for all users or as decided by Bank. List of such users will be provided during implementation.
- 5.2.3 Any other service/ features added to above plan by Microsoft during the contract period shall be delivered unconditionally and free of cost to Bank.
- 5.2.4 The Microsoft Data Center(s) hosting the Cloud/ Solution including Disaster Recovery (DR) and Business Continuity Plan (BCP) Data Centers should be located in India, with all data viz 1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), (2) SharePoint Online site content and the files stored within site, and (3) files uploaded to OneDrive for Business, must reside in Microsoft Data Centers within the boundaries of India. No network/replication of data is permitted to Microsoft Data Centres outside the boundaries of India.
- 5.2.5 Bank also reserves the right to subscribe to additional licenses under various profiles at the rates being contracted in this RFP and also surrender a license as per Microsoft Enterprise Agreement.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- 5.2.6 The Solution should be IPv6 Compliant with dual stack compatibility. Subsequent migration to IPv6 to be done, if required, without additional cost to the Bank.
- 5.2.7 The Solution must provide for configurations/filters along with standard MIS Reports.
- 5.2.8 Performance Requirements: Solution should provide an **uptime of 99.90%** and in case of failures, penalty shall be levied on the successful bidder as per SLA.
- 5.2.9 The proposed solution needs to be integrated with existing Active Directory (Microsoft) solution/or as decided by Bank.
- 5.2.10 Microsoft Active Directory integration. The entire cloud should use the bank's current Active Directory infrastructure to provide seamless sign on to users.
- 5.2.11 The solution should offer multi factor authentication for profile users. Service Provider will enable MFA as per requirement of Bank.
- 5.2.12 The proposed solution should support MS Outlook 2013 or above as the e-mail client for end user without loss of any functionality
- 5.2.13 The proposed mail solution should provide Front-end user management to Administrators.
- 5.2.14 Capability to provide access from Mobile devices/Mobile Apps with real time syncing of mails between all the access points and should support third party email clients.
- 5.2.15 Functionality for Self-password reset/Password Management with support to multi factor authentication.
- 5.2.16 Solution must have Data Loss Prevention (DLP) capabilities for applicable licensed users, to keep organization safe from users mistakenly sending sensitive information to unauthorized people, counter-measuring via three categories of actions:
- a) Block sensitive content mail from being sent based on policies
 - b) Rights-protect sensitive mails at server before sending to recipients based on admin policies
 - c) Provide Policy Tips to users to inform policy violations before sensitive data is sent.
- 5.2.17 Service provider will enable and configure DLP as per requirement of the Bank. DLP will be enabled on eligible mailboxes as per license activated on a particular mailbox.
- 5.2.18 Ability to use a PC, Mobile/Tablets, laptop etc. for a complete user experience

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

outside the office.

5.2.19 Scalability Requirements: The solution should provide high scalability and there should be no capacity/ performance issues due to sizing of hardware/ storage or no of users etc.

5.2.20 MIS Report generation Requirements: The vendor will provide/enable a centralized portal for administrator, which should be capable of generating standard MIS reports to view usage of O365 services, service health, status of users, tickets, utilisation and usage etc with filtration capabilities.

5.2.1 Audit Trail & Logging Requirement:

The solution should maintain and manage the logs for all the necessary services under this solution. The solution should have capabilities to integrate with the Banks existing systems/ application (For e.g. in case an application from Bank wants to send alerts/ automated mails etc.) should be able to integrate with the email system in the proposed solution.

5.2.2 Audit logs reporting & analysis tool:

Log monitoring capabilities to be provided to the Bank and in case of incidents, security breaches, Bank has to be notified in near real time. Tools and capabilities to analyse the usage of the licenses/ application/ functionality to be provided.

5.2.3 In case the existing data is not compatible with the new solution offered, service provider has to convert the data so as to migrate in new solution offered to the Bank.

5.2.4 **Regulatory / Compliance Requirements:**

1 The solution should comply with all the Regulatory/ Compliance guideline of the Banks/ Regulatory authority in India. Bank has right to change the compliance/ guideline at any point of time and the service provider has to comply with the guidelines. Bank has right to audit by regulatory authority or any agency appointed by the Bank, the data centers/ premises wherein the solution is hosted or Banks data is kept.

2 The solution should comply with Bank IT/ Information Security (IS)/BCP Policy. Advertising products shall not be built out of Bank's data or scan email or documents.

3 To comply with Recovery Time Objective (RTO)/ Recovery Point Objective (RPO) requirement and retention policy as agreed and defined by Microsoft. If required by regulators/ court/ police/ any investigation, CSP should maintain the email data on permanent basis during period of contract.

4 Bank shall be the owner of its data, and shall retain all rights, title and interest in the data stored with Office 365. It reserves its right and should be able to download a full copy of its data at any time and for any reason, without any assistance from Microsoft. Upon Office 365 subscription expiration or

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

termination, Bank should be provided with 90 days period to access to export data.

- 5 Right to Audit: The Cloud Service Provider (CSP) should provide right to audit including rights of access to the CSP's premises where relevant records and Bank's data is being held. Audit rights for the Bank or its appointed auditor (nominee) or regulators should be ensured.
- 6 APIs and Data Integration: For integration with external applications, The Solution needs to have well defined APIs and that only authorized applications can invoke such APIs.
- 7 There are various laws like Information Technology Act, Data Privacy Act, Data Retention Directive, E-Privacy Directive, E- Commerce Directive, The Computer Fraud and Abuse Act 1984, Digital Millennium Copyright Act 1988 will be applicable to Cloud service providers and also the customers of the Cloud service. It will be mandatory to protect the data privacy as per Indian Data Privacy Law. Service provider should comply with all such laws in existence currently or introduced in future by the Govt. agencies or any other regulatory body.

5.3. On-Going Activities:

5.3.1. Management, Monitoring and Reporting

1. The Service Provider should provide on-premise qualified professional at NHB's Head Office during implementation & migration of proposed solution to support users during 10:00 am to 06:00 pm x 5 days (Monday to Friday). During urgent work or any special occasion, NHB may ask the service provider to work on weekends/holidays without paying any additional cost.
2. The on-premise dedicated support engineer should remain available till first year of contract after complete implementation & migration to help to stabilize the solution in Bank.
3. Critical: Events that prevent Bank from accessing or using office 365 services or data, severely impact deadlines or profitability, or affect multiple users or services, should be available 24X7 and response time should be 60 minutes.
4. Escalation Matrix should be in place and provided to the Bank for unresolved issues.
5. The bidder should also have an integrated service desk portal for raising user queries/ tickets and real time updates. However, Bank at its own discretion may use existing service desk software and bidder may be required to do requisite integration.
6. The bidder should have the ability to generate SLA and MIS reports periodically e.g. volume of call per day, resolution percentage, categories of the issues etc. for which calls/ mails/ tickets are received.
7. Bidder shall provide a Service Health Dashboard.
8. Quarterly minimum one visit for health checkup and preventive maintenance from Vendor.
9. Activities like but not limited to User Id creation, deletion, modification, mail configuration, add/ remove group membership, mail routing & mail delivery permission, mail tracking etc. shall be in the scope of support.
10. The Service Provider shall have Back to back support arrangement with the Microsoft and it

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

would be the responsibility of the Service Provider to co-ordinate with Microsoft for early resolution of issues.

5.3.2. Documentation

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

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

5.3.3. Regulatory/ Compliance Requirements:

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

4. Data Privacy and Security Compliance Requirements :

S. No.	Compliance Parameter	Compliance Required
1	No Advertising	Advertising products shall not be built out of our data or scan email or documents. Browser analytics should be gathered in the Microsoft Online Portal for aggregate site usage by users.
2	No Mingling	NHB's data should be kept physically or logically separate from consumer services.
3	Data Portability	<ul style="list-style-type: none">i. NHB shall be the owner of its data, and shall retain all rights, title and interest in the data stored with Office 365. NHB reserves its right and should be able to download a full copy of its data at any time and for any reason, without any assistance from Microsoft.ii. Upon Office 365 subscription expiration or termination, NHB should be provided with at least 90 days of access to export data.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

4	Data Limits.	<ul style="list-style-type: none"> iii. NHB's data should not be accessed for administration unless explicitly requested for operations and troubleshooting. iv. Normal personalization or communications concerning tips and advice should have no access to Bank's data. v. Account information only must be accessed for purchase and billing questions. vi. Should not voluntarily provide law enforcement access to NHB's data and request for the same, if any, should be redirected to NHB.
5	Administrative Access	<ul style="list-style-type: none"> i. Access to NHB data should be strictly controlled and logged and sample audits should be performed both by Microsoft and third parties to test that access is only for appropriate business purposes. ii. Limited key personnel only of the Operations Response Team may access Bank's data only as needed and by exception. Support, Engineering, and others should have no access to the data.
6	Right to Audit	<p>Cloud Service Provider (CSP) should provide right to audit as similar what is Bank is having with shared data centres in India. In addition:</p> <ul style="list-style-type: none"> i. Bank's data should not cross Indian geographical boundaries (physically or logically). Pl read with clause 5.2.4 (Regulatory compliance requirements) above. ii. Bank must have "Rights to Audit" the CSP's compliance with the agreement including rights of access to the CSP's premises where relevant records and Bank's data is being held. iii. Audit rights for the Bank or its appointed auditor (nominee) or regulators should be integral clause in agreement. iv. Integration of all devices with Bank's SOC, if so desired by the Bank, for monitoring. v. Bank should have access/ monitoring mechanism for

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

7	Data and Information Security	<p>CSP shall ensure:</p> <ul style="list-style-type: none"> i. Data integrity management. ii. To provide full disclosure regarding security practices and procedures as stated in their SLAs, if a public Cloud. iii. Specific identification of all controls used during the data lifecycle. iv. Ensure that data resides with-in the boundaries of India. Pl read with clause 5.2.4 (Regulatory requirements) above. v. To determine who should access what data, what their rights and privileges are, and under what conditions these access rights are provided and maintain a “Default Deny All” policy. vi. To define and identify the data classification. CSP to enforce the Bank’s access requirements based on data classification. vii. To encrypt data at rest and encrypt data in transit. viii. To share what compartmentalization techniques are employed to isolate Bank data from other customer’s data. ix. Sharing of encryption management with Bank on multi-tenant storage. x. To comply with data retention and destruction schedules/ Policy provided by Bank, CSP to certify on Bank’s request destroying all data at all locations including slack in data structures and on the media. The Bank will have right to audit this practice. xi. Understand the logical segregation of information and protective controls implemented. xii. Understand Cloud provider policies and processes for data retention and destruction and how they compare with internal organizational policy. xiii. Perform regular backup and recovery tests to assure that logical segregation and controls are effective. xiv. Ensure that Cloud provider personnel controls are in place to provide a logical segregation of duties. xv. To provide Forensic Investigation Support as and when required by the Bank. xvi. To provide/enable email-filtration for blocking phishing email. xvii. To comply with Bank’s Recovery Time Objective (RTO)/ Recovery Point Objective (RPO) requirement and retention policy. If required by regulators/ court/ police/ any investigation, CSP should maintain the subject data on permanent basis.
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RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

8	Solution and Process Security	<p>The Solution and all its constituent components should comply with following:</p> <ol style="list-style-type: none"> i. Meet the requirements for zoning security, and prevent direct access from the user interface layers to the database layers. It needs to follow a multi-tier deployment model to achieve this. ii. Conform to Open Web Application Security project guidelines on web application security, including protection against SQL injection, cross-site scripting, data validation for special characters etc. iii. Conform to applicable security guidelines from relevant standards. E.g. ISO/IEC 27017, ISO/IEC 20018. iv. The executable files and the source code need to be secured from unauthorized access and possible theft. v. If deployed on the Cloud using native multi-tenancy features, privacy of data across tenants or entities needs to be ensured through appropriate access control mechanisms vi. Should clearly log business errors and technical errors separately to support separation of duties between business users and Data Centre Operator. vii. User access to sensitive data needs to be controlled viii. Should comply with Bank's password management policy as mentioned in NHB's Information Security Policy. ix. Features like session timeouts and restricting logins to office hours should be implemented to enhance security. x. Should clear sensitive data like passwords from memory immediately after it is processed. xi. Support for definition of users, roles, and exception management functions, is to be ensured. xii. Ensure well-defined user interfaces to avoid manual database updates or queries.
9	APIs and Data Integration	<ol style="list-style-type: none"> i. For integration with external applications, The Solution needs to have well defined APIs and that only authorized applications can invoke such APIs. ii. The Solution must have extensive audits to log all transactions and important non-transactional activities. iii. The Solution needs to implement maker-checker principle for activities like important business parameter updates. iv. It should provide a mechanism to purge old data (after archival if required) while maintaining transactional integrity. v. It should provide a well-documented mechanism, preferably a tool for reporting important errors and taking automated actions.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

10	IT Infrastructure Security of cloud	<ul style="list-style-type: none"> i. Virtual environment security: It includes resource allocation, hardening of OS, VM image encryption, VM monitoring, USB disabling on VMs, VM should be kept on dedicated partition and IP addresses should not be shared. ii. Encryption and Key Management: Depending on sensitivity data is to be encrypted, transport layer encryption is to be ensured using SSL, VPN Gateway, SSH and TLS encryption. End-to-end process for managing and protecting encryption keys to be established and documented. Compliance is to be ensured on ongoing basis. iii. Monitoring: Devices, if any, should be integrated with NHB security infrastructure, if so desired, for continuous monitoring for access monitoring, threat monitoring, audit logging, system usage monitoring, protection of log information, administrator and operator log monitoring, fault log monitoring.
11	Physical Security	<p>The Cloud infrastructure including servers, routers, storage devices, power supplies, and other components that support should be physically secured. Safeguards include the adequate control and monitoring of physical access using biometric access control measures and closed circuit television (CCTV) monitoring. A security plan for the physical environment should be implemented. Bank should have audit rights on complete physical setup. Data Center should have relevant standard certifications and accreditations.</p>
12	Logical Security	<p>In a Cloud based environment where business critical data and information systems are coexisting at multiple places, logical security has a very important role in securing the data. To manage logical access, the Solution should have built-in multi-factor authentication access controls like username, password and/ or OTP, RSA Token, Biometric Authentication etc.</p>

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

13	Legal Issues	There are various laws like Information Technology Act, Data Privacy Act, Data Retention Directive, E-Privacy Directive, E-Commerce Directive, The Computer Fraud and Abuse Act 1984, Digital Millennium Copyright Act 1988 will be applicable to Cloud service providers and also the customers of the Cloud service. It will be mandatory to protect the data privacy as per Indian Data Privacy Law. CSP should comply with all such laws in existence currently or introduced in future by the Govt. agencies or any other regulatory body.
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6. Service Level and Penalty clause

- SLA for Uptime of the solution/ service: 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).

1. The successful bidder will adhere to the following Service Level Agreements (SLA) related to support for solution implemented/ services provided :

S.No	SLA for uptime of the solution	Penalty
1	>=99.90%	NIL
2	99.98% to 99.90%	Rs 1,00,000/- per .01% of drop in uptime
3	99.89% to 99.00 %	Rs. 2,00,000/ per .01% of drop in uptime
4	Below 99.00%	Rs. 5,00,000/ per .01% of drop in uptime

The uptime will be calculated as per the formula given below:

Uptime (%) = (Sum of total hours during month - Sum of downtime hours during month) X 100 / Sum of total hours during month

Total hours in a month will be taken as : 24hrs* no. of days in respective month

2. If the uptime falls below 99.9% twice during any quarter, contract / Order may be cancelled and Bank may claim entire advance amount with interest from the bidder with additional 10% of the yearly contract cost as penalty.

7. PROJECT SCHEDULE

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

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

SN	Schedule	Timelines
1	Solution Delivery: Services provision on cloud, license assignment as per SOW, portal creation etc.	Within 02 weeks from the date of purchase order.
2	Implementation, Data Migration and Training*	Within 05 weeks from the date of Solution delivery.
3	On-site support.	To start immediately after the completion of Implementation, Data Migration, sign-off and Training phase.

*Vendor will submit the progress on implementation and migration process on a weekly basis with Service Provider's project team at NHB, Delhi Office.

8. BIDDING PROCESS (TWO STAGES)

For the purpose of the present job, a two-stage bidding process will be followed. The response to the RFP will be submitted in two parts:

- Technical bid Part I
- Commercial bid Part II

The bidder will have to submit the Technical bid and Commercial portion of the bid separately in two separate red lac-sealed envelopes (wax seal), duly super scribing "Microsoft Office 365 Cloud Service", "TECHNICAL BID" or "COMMERCIAL BID" as the case may be.

TECHNICAL BID shall not contain any pricing or commercial information.

The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized by him. The authorization shall be indicated by a written power of attorney accompanying the Bid. All pages of the Bid shall be initialed by the person(s) signing the Bid.

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections shall be initialed by the person(s) signing

the Bid.

8.1. BID EVALUATION METHODOLOGY

The objective of evaluation methodology is to facilitate the selection of the technically superior solution at optimal cost.

To meet NHB's requirements, as spelt out in the RFP, the selected Bidder must have the requisite experience in providing services in the field of Information and Communication Technology, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required infrastructure and provide the services sought by NHB, for the entire period of the contract. The evaluation process of the bids proposed to be adopted by NHB is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that NHB may adopt. NHB reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation NHB may seek specific clarifications from any or all the Bidder.

It may please be noted that NHB reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document.

The details of 'Minimum Eligibility Criteria', provided by the vendor in its response to this RFP, will be evaluated first, based on the criteria described in section 10.1. The technical and commercial responses to this RFP will be considered further only for those vendors who meet the Minimum Eligibility Criteria. Vendors must provide their responses in the format given in Annexure - 'D'.

Techno-Commercial Evaluation i.e. Quality cum Cost Based System (QCBS):

Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70 and Commercial Bid Score a weightage of 30.

The technical and commercial response evaluation will be based on the criteria described in following section onwards.

8.2. Minimum Eligibility Criteria

Proposals not complying with minimum eligibility criteria, as enumerated below, will be rejected and will not be considered for evaluation of technical bid. The proposal should adhere to the following minimum eligibility criteria:

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

S.No.	Criteria
	The bidder must be an Company/LLP/Partnership Firm incorporated in India and registered under the Companies Act/ Limited Liability Partnership Act as applicable.
1.	The Bidder must be LSP Partners of M/s Microsoft from last one Year as on date of bid submission.
2.	Bidder should have experience of executing Minimum one O365 implementation with minimum 300 subscription licenses during last 03 years in government organization/ PSUs/BFSI and involving migration from Microsoft Exchange 2010 to office 365 in at least 01 project.
3.	Bidders should have a minimum annual turnover of Rs. 10 Crores for the last three financial years 2017-18, 2018-19, 2019-20. The bidder should have positive net worth during the last financial years.
4.	The Bidder should not have been black listed / debarred or received letter of dissatisfaction at the time of submission of Tender, by Government of India or Central PSU /IBA/ PSE/ PSB/ FI/Regulatory Bodies.
5.	The bidder should not be involved in any litigation which threatens solvency of company.
6.	The bidder should have an office in Delhi-NCR, India with a team of at least 10 Microsoft Office 365 Cloud Service Professionals permanently located in Delhi-NCR office.
7.	Bidder must be in compliance with Indian labour laws. An undertaking must be submitted by bidder to this effect.
8.	Bidder should have NOC services in India
9.	Bidder should have ISO 9001 and ISO 20000-1 certified
10.	Bidder should have CMMi Level 3 or above certified

Note: Bidder to submit supporting documents and clearly flag the same

8.3. Evaluation of Technical Bids

- i) Minimum Eligibility Criteria bids received from the Bidder will be opened in the presence of representatives of the bidders who choose to be present as per the schedule notified by NHB. A detailed check & analysis will be subsequently carried out by NHB. Based on responses to 'Minimum Eligibility Criteria', Bidder will be short listed for further technical evaluation.
- ii) The technical bid will be analyzed and evaluated, based on which the Technical Score (TS) shall be assigned to each bid. Technical Bids receiving a TS greater than or equal to a score

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

of 80 (cut-off marks) will be eligible for consideration in the subsequent round. The Parameters of the Technical evaluation are broadly as follows:

8.4. Technical Bids (Mark Distributions)

Criteria and Point system for the evaluation of the Technical bids are as under:

Maximum Points 100

Description	Criteria Points	(Max Marks)
1.Number of years of experience of the Firm in Microsoft Office 365 Cloud support (Copy of Purchase order or Contract to be attached)		Max Marks 20
<ul style="list-style-type: none"> a. More than 3 years b. >1 to <=3 Years 	<p style="text-align: center;">20</p> <p style="text-align: center;">15</p>	
2. List of Clients (with respect to Microsoft Office 365 Cloud support) (Only presently valid contracts (upto last 5 years) considered for points award) (Copy of Purchase order or Contract to be attached)		Max Marks 20
<ul style="list-style-type: none"> o For 3 or more in Govt. Sector / PSU/PSBs/FIs/Large Corporate in India o For 1 or More Govt. Sector / PSBs/Banks/FIs/Large Corporate in India 	<p style="text-align: center;">20</p> <p style="text-align: center;">15</p>	
3. Details of Microsoft Office 365 Cloud qualified professionals on the role of the firm handling Microsoft Office 365 Cloud support (List to be provided by Company's HR department)		Max Marks 20
<ul style="list-style-type: none"> • More than 50 professionals • Above 20 to 50 professionals • 10 to 20 professionals 	<p style="text-align: center;">20</p> <p style="text-align: center;">15</p> <p style="text-align: center;">10</p>	
6. Average Turnover for Last 3 financial year		Max Marks 20
<ul style="list-style-type: none"> • Above Rs.100 Crore • >Rs.10 Crore to <=100 crore 	<p style="text-align: center;">20</p> <p style="text-align: center;">15</p>	

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

7. ISO Certification			Max Marks 20
	<ul style="list-style-type: none"> • ISO 9001:2015 and ISO 20000 certified • ISO 9001:2008 and ISO 20000 certified 	20	
		10	

- i. Bidders have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected. Bidders will submit index page of the supporting documents while submitting response.
- ii. The minimum qualification score for the Technical Bids would be 80 (cut-off marks) out of Total 100 marks.

Note: An organization having an average annual turnover of Rs.1000 Crore or above during last three years will be considered as Large Corporate Sector for this RFP.

8.5. Financial Bid

Only firms successfully qualifying the requisite criteria of the Technical Bid process would be considered eligible for the Financial Bid Round.

The evaluation of the Financial Bids would be as follows:

- ◆ The lowest bid (As per Total Cost "Y" of Annexure I) will be assigned the maximum Financial Score of 100 points.
- ◆ The Financial Scores of the other Financial Bids will be computed relative to the lowest evaluated Financial Bid.
- ◆ The Financial Score computing methodology is as follows:

$$\text{Financial Score (Bid under Consideration)} = \frac{100 \times \text{Price (Lowest Bid)}}{\text{Price (Bid under consideration)}}$$

8.6. Final Processing

- ◆ Proposals would be ranked according to their Final Score arrived at by combining Technical and Financial Scores as follows:

$$\text{Final Score (FS)} = \text{Technical Score} \times T + \text{Financial Score} \times F$$

(T - Weightage given to the Technical Bid, F - Weightage given to the Financial Bid, T + F = 1)

- ◆ Weightage for the bids are as follows:

I.	Technical Bid	T	70%
II.	Financial Bid	F	30%
Total Weightage			100%

- ◆ The firm achieving the highest combined Technical and Financial Score may be invited for

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

negotiations, if required.

- ◆ The Bank reserves the right to revise the evaluation criteria, methodology, distribution points and weightages; if it finds it necessary to do so.

9. COMMERCIAL TERMS AND CONDITIONS

Bidders are requested to note following commercial terms and conditions for this project.

9.1. Cost of RFP

Price of the bid : NIL.

9.2. Currency

The Bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR may not be considered.

9.3. Price

- i. The Price quoted by the Bidder should include all type of costs as per defined format.
- ii. The price should be valid for full contract period of three years.
- iii. The price should be inclusive of all taxes, duties, levies charges, transportation, insurance, octroi etc. as per commercial bid.
- iv. The price quoted by the Bidder shall be fixed during the Bidder's performance of the contract i.e., for a period of 3 years and extended if required by NHB.
- v. Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- vi. Based on the contracted rates, NHB will place order annually after performance review of the previous year. Please note that the bidder will conduct project reviews on quarterly basis at Bank' HO. All payments will be subject to positive review of the same by the Bank.
- vii. Service provider to ensure that licenses are renewed without fail at the annual frequency or as required by the Bank during the period of contract.
- viii. For any future requirement, order will be placed at the contracted rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at discretion of the Bank.

9.4. Payment Terms

Payment terms are as follows:

- 9.4.1 The payments shall be released subject to submission of PBG as per section 3.13 (Performance Guarantee) of this RFP.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

9.4.2 The payment terms are detailed as under:

S.N.	Item Description	Details/Frequency
A	Solution Cost (Office 365 Plan & additional features) [Pl refer Annexure I:Table1:Sr.No3]	100% Payment (Yearly advance): a) On activation of subscriptions as per PO i.e. creation of mailbox-ids and license association b) Submission of: i) All applicable contracts incl. EA signed by respective parties. ii) Invoice for 100% order value for O365 Subscriptions
B	Implementation, Data Migration and User Training Cost [Pl refer Annexure I:Table1:Sr.No4]	100% Payment (Post sign-off): a) On completion of Installation, configuration, integration, Migration of mail boxes and Training as per scope of work. b) Submission of Invoice for 100% order value for these activities
C	Onsite Support cost during period of contract.	a) Payment in equal Quarterly installments payable against invoice.

9.4.3 The payment towards future requirements will be made on completion of assignment/s and subject to the satisfaction of the Bank.

9.4.4 Any additional requirement will be invoiced base on commercial terms of RFP. Bidder will invoice only after taking approval from the Bank.

9.4.5 The bidder shall raise invoice for the quarter along with credit note for penalty for that quarter. The net of same will be released.

9.4.6 Payment for any quarter will be made after deducting TDS/other taxes and applicable penalty/LD pertaining to the quarter.

9.4.7 On receipt of payment advice from bank, bidder has to acknowledge the same and submit payment receipt / confirmation.

9.4.8 Payment for subsequent quarters will be made only after the payments of previous quarters have been released.

9.4.9 All the payments will be made by NHB electronically through RTGS/ NEFT. Hence, Bidder to submit ECS Mandate Form (as per Annexure J) along with cancelled cheque in original with Minimum Eligibility bid.

9.4.10 The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

9.4.11 All payments will be released within 4 weeks of receiving the undisputed invoice along with credit note/inovice, if applicable.

9.4.12 The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted

9.5. Payment in case of Termination of contract:

In case the contract is terminated payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty/LD and TDS/other taxes.

10. General Terms and Conditions

10.1 The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.

10.2 All such amendments made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.

10.3 Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.

10.4 NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.

10.5 NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.

10.6 Although service window has been defined as 9.00am to 9.00pm, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB without any extra cost.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- 10.7 Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 10.8 On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein, after a period of 100 days after completion/execution of the assignments/contract.
- 10.9 Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contract.
- 10.10 NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 10.11 The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.
- 10.12 The Commercial and Technical Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.
- 10.13 By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.
- 10.14 Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.
- 10.15 The selected bidder will sign Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), and Integrity Pact with NHB & provide Performance Bank Guarantee, as per format provided in the RFP.
- 10.16 The bidder shall submit the Signed Integrity Pact on Rs 100/- Stamp paper along with the technical bid.
- 10.17 The bidders should provide list of all the proforma contract/ agreement documents to be executed between NHB & Microsoft, NHB & Bidder, Bidder & Microsoft and Tripartite, if any, as per Annexure-P.
- 10.18 All expenses related to execution of the agreements including costs of stamp paper, stamp duty to be borne by the selected vendor.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

11. Termination Clause

NHB reserves its right to terminate the contract partially or fully in the event of one or more of the following situations:

- i. Shortfall in achieving the Service Level requirement successively in two quarters or any three quarters in a financial year.
- ii. Bidder fails to perform any other obligation(s) under the contract.
- iii. Any threat is perceived or observed on the security of bank's data / property out of any action by the staff deployed for monitoring / configuration etc., by service provider.
- iv. However either party, in the case of termination, will give 3 months' notice to the other party.
- v. The Bank, at its discretion, may terminate the contract by giving written notice to the bidder if the bidder fails to perform satisfactorily elapsing 4 weeks from the date of work order, due to any reason apart from related to Bank as mutually agreed.
- vi. The Bank may, at any time terminate the contract by giving written notice to the Service provide if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

12. ACCEPTANCE OF ORDER

NHB will notify successful Bidder in writing issuing a letter of award/work order in duplicate. The successful Bidder has to return the duplicate copy to NHB within 7 working days from the date of the letter of award/work order duly accepted, and signed by Authorized Signatory in token of acceptance. However, NHB has a right to cancel the letter of award/work order, if the same is not accepted within the stipulated period.

12.1. Definitive Agreement

The successful Bidder will sign Service Level Agreement (SLA) in the format as provided in Annexure 'M' and the Confidentiality cum Non-Disclosure Agreement (NDA) in Annexure 'N' with NHB within 15 days of the Work Order/ Letter of Award (LoA) or within such extended period as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

12.2. Pre-Contract Integrity Pact Clause

A “Pre-Contract Integrity Pact” would be signed between NHB and the Bidder. This is a binding agreement between NHB and Bidders. Under this Pact, the Bidders agree with the Buyer to carry out the assignment in a specified manner. The format of Pre-Contract Integrity Pact will be as per Annexure - ‘O’. The same shall necessarily be submitted along with the Technical Bid.

The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings under the Integrity Pact:

- (i) Denial or loss of contracts;
- (ii) Forfeiture of the EMD/Bid security and performance bond/PBG;
- (iii) Liability for damages to the principal and the competing Bidders; and
- (iv) Debarment of the violator by NHB for an appropriate period of time.

The Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior compliance program for the implementation of the code of conduct throughout the company.

13. TAXES

Taxes will be paid in actual as per statutory rates prevalent during the period of service provided.

14. GOVERNING LAWS AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi. The vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Delhi. This is applicable to successful bidder only.

15. USE OF CONTRACT DOCUMENTS AND INFORMATION

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

The supplier shall not, without the Bank's prior written consent, make use of any document or information provided by Purchaser in Bid document or otherwise except for purposes of performing contract.

16. ASSIGNMENT

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

17. DURATION OF CONTRACT

Bank will enter into a service contract with successful bidder for a period of 3 years from the date of Work Order.

18. Suspension of Work

The Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Bank will issue orders for suspension or reinstatement of the work to the Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension.

19. TERMINATION OF CONTRACT

The quality of support services given by the service providers will be reviewed by Bank every twelve months and if the services are not found satisfactory, the Bank reserves the right to cancel the contract by giving one month's notice to the service provider. The decision of the Bank regarding quality of services shall be final and binding on the service provider.

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Annexures

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'A' (Bidder Information)

PART - I: Bidder Information

Please provide following information about the Company (Attach separate sheet if required): -

S. No.	Information	Particulars / Response
1.	Company Name	
2.	Date of Incorporation	
3.	Type of Company [Govt/PSU/Pub. Ltd / Pvt. Ltd/partnership/proprietary]	
4.	Registration No. and date of registration. Registration Certificate to be enclosed	
5.	Address of Registered Office with contact numbers [phone /fax]	
6.	GSTIN	
7.	PAN No	
8.	Contact Details of Bidder authorized to make commitments to NHB	
9.	Name	
10.	Designation	
11.	FAX No	
12.	Mail ID	
13.	Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website	
14.	Whether bidder has provided Microsoft Office 365 Cloud services with focus on scope as defined in this RFP	Yes / No / Comments (if option is 'No')

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

15.	Whether the Bidder is black listed / debarred at the time of submission of this Tender, by Government of India or Central PSU / PSE/ PSB/ FI/Regulatory Bodies. If yes please give details	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)		
16.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	Year	Turnover	Net Profit/Loss(-)
		2017-18		
		2018-19		
		2019-20		

Audited/Provisional/CA certificate of Balance sheet and Profit & Loss accounts for last 3 years to be submitted.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'B'-(Bidder Experience Details)

1.	Vendor's experience providing consultancy in the field of information technology (in years)			
	a) Experience in India			
	b) Global experience			
2.	Details of minimum three service contracts on Microsoft Office 365 Cloud Service executed with PSBs/PSUs/FIs/Ministry of India.			
3.		Name of the customer & Contact information	Active/Expired	Contract Period (From to To Date)
4.	Project 1			
5.	Project 2			
6.	Project 3			
7.	Total number of Microsoft Office 365 Cloud Support contracts executed.			
8.	No. of qualified Microsoft Office 365 Certified professional employed			
9.	No. of qualified Microsoft Office 365 Certified professional employed in NCR office			
10.	Number of operating offices in India			
11.	Details of Reference Client Sites			
	Reference site 1			
	Reference site 2			
12.	Operating Office in Delhi-NCR.			

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'C' - (Compliance Statement Declaration Along With Deviations)

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. with below deviations.

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

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

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

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'D'- (Minimum Eligibility Criteria)

Following format has to be filled by the Bidder and has to be submitted in a separate envelope along with softcopy and relevant documentary proof.

Bidders will submit index page of the supporting documents while submitting response.

S.No.	Criteria	Proof to be Submitted	Supporting documents/proof at Page No.
1.	The bidder must be an Company/LLP/Partnership Firm incorporated in India and registered under the Companies Act/ Limited Liability Partnership Act as applicable.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office	
2.	The Bidder must be LSP Partners of M/s Microsoft from last one Year as on date of bid submission.	OEM Authorization Certificate to be submitted.	
3.	Bidder should have experience of executing Minimum one Office 365 projects with minimum 250 subscription licenses during last 03 years in government organization/ PSUs/BFSI and involving migration from Microsoft Exchange 2010 to office 365 in at least 01 project.	Copies of the order and / or Certificate of Completion of the work, self-attested by the authorized signatory with company seal. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed the projects (Start and End Date of the Project to be mentioned).	

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

4.	Bidders should have a minimum annual turnover of Rs. 10 Crores for the last three financial years 2017-18, 2018-19, 2019-20. The bidder should have positive net worth during the last financial years.	Copy of audited/ provisional Balance sheets of FY 2017-18, 2018-19, 2019-20 should be attached along with CA certificate certifying the same. The CA certificate provided in this regard should be without any riders or qualification	
5.	The Bidder should not have been black listed / debarred or received letter of dissatisfaction at the time of submission of Tender, by Government of India or Central PSU /IBA/ PSE/ PSB/ FI/Regulatory Bodies.	Self-declaration to this effect on company's letter head signed by company's authorized signatory.	
6.	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant / statutory auditor.	
7.	The bidder should have an office in Delhi-NCR, India with a team of at least 10 Microsoft Office 365 Cloud Service Professionals permanently located in Delhi-NCR office.	Complete office address with contract details along with documentary evidence. Details of Engineers with experience certificates to be submitted.	
8.	Bidder must be in compliance with Indian labour laws. An undertaking must be submitted by bidder to this effect.	An undertaking must be submitted by bidder to this effect through its authorised legal head.	
9.	Bidder should have NOC services in India	Complete details along with documentary proof.	
10.	Bidder should have ISO 9001 and ISO 20000-1 certified	Copy of valid certificates.	
11.	Bidder should have CMMi Level 3 or above certified	Copy of valid certificates.	

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

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.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'E' - (Manufacturer Authorization Format)

Ref:

Date:

To

The Deputy General Manager
IT Department
National Housing Bank, New Delhi

Dear Sir,

Sub: Microsoft (MS) Office 365 Cloud Service Subscription
Reference :

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

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

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

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

<OEM Name>

Authorized Signatory

Name

Designation

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

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'F'-(Technical Bid Covering Letter)

Date :

To
The Deputy General Manager
National Housing Bank,
Information Technology Department
Head Office
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110003

Dear Sir,

Technical Bid: Support of Microsoft Office 365 Cloud

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria, this Technical Proposal and a commercial Proposal. The minimum eligibility criteria and technical proposal are put in one envelope and the commercial proposal in separate envelope.

We also enclose masked Commercial Bid.

We understand you are not bound to accept any proposal you receive.

Dated at _____ / _____ day of _____ 2020.

Yours faithfully,
For

Signature
Name:

Address:
(Authorised Signatory)

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'G'-(Technical Bid Format)

Technical Bid Format

Bidder response to the Technical Bid of this Tender document must be provided as detailed in Section 7.3 of the RFP. Any extra information may be provided as separate section at the end of Technical Bid document. Technical bid should be submitted with covering letter.

1. Details as detailed under Chapter 7.3
2. Technical Proposal Covering Letter (as per Annexure -'E')

Note: Bidder must submit softcopy of complete technical bid inside the sealed envelope meant for "Technical Proposal".

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'H'-(Commercial Bid Covering Letter)

Date:

The Deputy General Manager
National Housing Bank,
Information Technology Department
Head Office
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,
New Delhi - 110003

Dear Sir,

Commercial Bid -Microsoft Office 365 Cloud service

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal [Insert RFP Number] dated [Date], and our Proposal (Technical and Commercial Proposals). The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal, i.e., [Insert date].

Yours faithfully,
For

Signature

Name
Address

(Authorised Signatory)

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'I'- (Commercial Bid Format)

The structure of the Bidder's commercial response to this tender must be as per following order. The Commercial Bid Response must be submitted with Commercial Bid covering letter, format of which is given at the end this section.

Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- Masked commercial bids must be given with technical bid. All the pages of commercial bids must be sealed and signed by authorized signatory.
- All the quoted costs must include all applicable taxes, charges and other levies.
- Bidder must submit softcopy of complete commercial bid inside the sealed envelope meant for 'Commercial Proposal'.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.
- The commercials quoted in the commercial bid are valid for six months from the date of opening of commercial bids.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

I. Total Solution Cost

(Amount in INR)

Table 1

S. No.	User Profile	Office 365 Plan & additional features, if any	No. of Licenses	Cost per user per month, exclusive of taxes*	Total Cost per month, exclusive of taxes (Profile Cost)	Applicable taxes	Total Profile Cost per month, incl. of taxes	Total Cost per year, inclusive of taxes
			[a]	[b]	[c=axb]	[d]	[e=d+c]	[f=ex12]
1	Profile-1	Office 365 Enterprise E3	200					
		Azure AD Premium P1	200					
		Advance Threat Protection (ATP) - Plan 1	200					
2	Profile-2	Office 365 Enterprise E1	100					
		Exchange online Archiving for exchange online	100					
		Advance Threat Protection (ATP)- Plan 1	100					
3	Total Solution cum License Cost for First year (A1)							
4	Total Solution cum License Cost for 2nd year [Same as above (S.No3)](A2)							
5	Total Solution cum License Cost for 3rd year [Same as above (S.No3)] (A3)							
6	Total Solution cum License Cost for Three Years [A]= (A1+A2+A3)							

Table 2

S.No	Description	Total Cost excl. taxes	Applicable Taxes	Total Cost Incl. Taxes
1	One time Implementation & Roll out Cost (Implementation, Data Migration & Training Cost [B])			

*cost will remain valid for 3 years i.e. additional user license will be added/procured at this rate during period of contract.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

II. Total Support Cost

Table 4

S.No.	Description	Total Cost excl. taxes	Applicable Taxes	Total Cost Incl. Taxes
1	Onsite support cost for First Year [Includes cost towards deputing one engineer on-site for 3 months after signoff] [C1]			
2	Onsite Support Cost for 2 nd year [C2]			
3	Onsite Support Cost for 3 rd year [C3]			
4	Total Support Cost [C] (C1+C2+C3)			

**Pl read with clause 5.1.6.1*

III. Total Solution, Implementation and Support Cost for Three Years

S.No	Description	Total Cost excl. taxes	Applicable Taxes	Total Cost Incl. Taxes
1	Total Solution and Support Cost for three years [D] = (A+B+C)			

IV. Future Cost

Table 5

S.No.	Optional Service*	Manday cost, excl. of taxes	Taxes	Total Manday cost, incl. of taxes
1	Per man-day cost for any add-on implementation [E]			

**The cost will remain same during the period of contract.*

V. Total Cost of Ownership (TCO)

Table 6

S.No.	Parameter	Total Cost excl. taxes	Applicable Taxes	Total Cost Incl. Taxes	Total Cost in words
1	Total Cost of Ownership during 3 yr period of Contract [X] = (D+E)				

VI. Commercial Evaluation

a. Total value be considered for Commercial Evaluation:

S.No	Item Description	Total Value	Total Value in words
1.	Total Value for Commercial evaluation. [Y= 70% of D + 30% of E]		

Note: This value (Y) will be used to arrive at lowest bidder for further evaluation as per terms of RFP

Bidders are requested to please make note the following:

- Price for all the components will be considered for evaluation of commercial bid.
- Masked commercial bids must be given with Minimum Eligibility Bid, failing which bids shall be liable to be rejected. Masked fields should be mentioned as 'Quoted'. Partial commercial bid shall not be accepted.
- Rates quoted herein towards Solution Cost and for Future Cost are valid till the end of the contract.
- Post 3 year of contract, the existing service contract may be renewed at discretion of Bank on the same terms and condition.
- All the rates must be quoted in INR.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- While the bidder's short listing will be done based on QCBS evaluation methodology defined in the RFP, purchase order for 1st year and renewal order for 2nd and 3rd year shall be placed in respective years.
- Conditional commercial bids would be rejected.
- The Bank shall release separate purchase orders for Optional Items, if and when required.
- No separate price structure / format will be accepted.

Authorized Signatories

(Name & Designation, seal of the company)

Date

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'J'-(ECS MANDATE)

[To be submitted along with Technical Bid]

FORM FOR PROVIDING DETAILS OF BANK ACCOUNT FOR CREDIT OF PAYMENT FROM NATIONAL HOUSING BANK

(Please fill in the information in CAPITAL LETTERS)

1. Name of the vendor/supplier _____

2. Address of the vendor/supplier _____

City _____ Pin Code _____

E-mail id _____

Phone /Mobile No. _____

Permanent Account Number (PAN) _____

Service Tax Registration No. _____

TIN No. _____

3. Particulars of Bank Account

A. Name of Account same as in the Bank

B. Name of the Bank _____

C. Name of the Branch _____

D. Address of the Branch with Tel No. _____

E. Account No. (appearing in Cheque book) _____

F. Account Type (SB, Current, etc.) _____

G. MICR No. _____

H. IFSC Code of the bank branch (to be obtained from the respective branch)

I/We hereby authorize National Housing Bank to credit payment(s) to my/our above bank account by ECS. # (#ECS will accepted on centers where the facility is available).

I/We hereby declare that the particular given above are correct and complete. If the transaction is delayed or not effected at all by ECS for reasons of incomplete or incorrect information, I/we would

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

not hold National Housing Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RTGS/NEFT.

I also agree that without prejudice to the generality of the foregoing, in the event National Housing Bank is not able to carry out the ECS instructions given by me, National Housing Bank may make such arrangements for payment as deemed appropriate by it, for effecting the transaction.

Place:

Date:

Authorized Signatory/ies

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

Bank's Stamp:

Date:

Signature of the Authorized Official of the Bank

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'K' - (Letter of Competence Format)

[To be submitted along with Technical Bid]

[To be executed on a non judicial stamp paper]

Letter of Competence for Quoting against NHB's RFP No. /

This is to certify that we **[Insert name of Bidder]**, Address.....are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality and number of resources to be deployed by us for the purpose will be adequate to meet the requirement and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'L'-(Format of Bank Guarantee)
(Format of Bank Guarantee)
(To be executed on a non- judicial stamp paper)

To
National Housing Bank

In consideration of the National Housing Bank (hereinafter referred to as "NHB", which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees), having awarded in favour of M/s. _____ having its registered office at _____ (hereinafter referred to as "the Consultant", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract to provide _____ on terms and conditions set out in the Request for Proposal dated..... _____ ("the RFP") and the Service Level Agreement dated _____ ("the SLA") (hereinafter the RFP and the SLA are together referred to as "the Contract"), and the Consultant having agreed to provide a Performance Bank Guarantee for the faithful performance of the services as per the terms of the "Contract" including the warranty obligations /liabilities under the contract of equivalent value amounting to _____/ ____% of the value of the Contract if any, to NHB amounting to _____ (in words) in the form of a bank guarantee,

, we, _____ (Name) _____(Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) at the request of the Consultant do hereby irrevocably guarantee for an amount of Rs. _____ (Rupees. _____) and undertake to pay NHB the guaranteed amount merely on demand, without any previous notice from NHB, without any demur or protest and without referring to any other source, any and all monies payable by the Consultant by reason of any breach by the said Consultant of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till _____ (day / month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Consultant and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB is fully paid and claims satisfied or till NHB discharges this Guarantee.

NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the Consultant. The Bank shall not be released from its liabilities under these presents by any exercise of NHB of the liberty with reference to the matter aforesaid.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

NHB shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between NHB and the Consultant or any other course or remedy or security available to NHB and the Bank shall not be released of its obligations/ liabilities under these presents by any exercise by NHB of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of NHB or any other indulgence shown by NHB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of NHB in writing.

The Bank further agrees that the decision of NHB as to the failure on the part of the Consultant to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to NHB hereunder shall be final, conclusive and binding on the Bank.

The Bank also agrees that NHB shall be entitled at his option to enforce this guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or guarantee that it may have in relation to the Consultant's liabilities.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

Notwithstanding anything contained herein:

- (a) our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____ in words);
- (b) this bank guarantee shall be valid up to _____; and
- (c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'M'-(Service Level Agreement)

(To be executed on a non- judicial stamp paper)

Service Level Agreement

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to "the Agreement") is made on this _____ day of the month of _____, 2020, by and between,

National Housing Bank, a bank constituted under the National Housing Bank Act, 1987, having its Head Office at Core 5A, 3rd -5th floors, India Habitat Centre, Lodhi Road, New Delhi-110003 (hereinafter called "NHB"), which expression shall include wherever the context so permits, its successors and assigns ; AND

_____, a company registered under the Companies Act, 1956, having its registered office at _____ (hereinafter called the "Consultant"), which expression shall include wherever the context so permits, its successors and permitted assigns.

(Hereinafter NHB and the Consultant are collectively referred to as "the Parties" and individually as "the Party")

WHEREAS

- (A) NHB intends to hire the Consultant for _____, as detailed in the Request for Proposal no. _____ on _____ (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the "RFP (attached hereto as Appendix- I).
- (B) The Consultant has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical & Commercial Bids of the Bidders and accordingly the letter of award no. _____ dated _____ ("LoA") (attached hereto as Appendix- II) has been issued by NHB to the Consultant;
- (C) The Consultant has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- (D) In terms of the RFP, NHB and the Consultant have agreed to enter into this definitive Service Level Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means and shall construe this Agreement;
- (c) "Deliverables" means and includes the major deliverables as specified in Clause _____ of the RFP.
- (d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (e) "Personnel" means persons hired/to be hired by the Consultant as employees and assigned to the performance of the Services or any part thereof.
- (f) "Project" means collectively the Services and the Deliverables to be provided as detailed in the RFP.
- (g) "Services" or "Scope of Work" means and includes the scope of work to be performed by the Consultant as described/set out in Clause _____ of the RFP.
- (h) "Third Party" means any person or entity other than NHB and the Consultant.

1.2 Principles of Interpretation

In this Agreement , unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;
- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
- c) The RFP, the LoA and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of NHB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Consultant.

1.3 Purpose

- 1.3.1 It is hereby agreed that the Consultant shall provide the Services to NHB as set out in the RFP till the completion of the Project. The objective of the Project is to make

_____.

1.3.2 Performance of the Scope of Work

The Consultant shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed time lines in terms of the RFP and the entire assignment shall be completed within the Term of this Contract.

1.3.3 Term/Period of Contract

The entire assignment as detailed in the Scope of Work under this Contract shall be completed within a period of _____ ("Term") starting from _____ by the Consultant unless the period is extended in accordance with this Agreement.

1.3.4 Contract Price

The entire assignment to be performed under this Contract is fixed price contract and the Consultant shall be paid the total price consideration of Rs. _____ (Rupees _____) ("Contract Price") for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.2 of this Agreement.

1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHB and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel to be engaged by the Consultant for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also for the quality of the work done by their personnel.

1.5 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

1.6 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.7 Notices

1.7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For NHB:

Attention: _____

Fax: _____

For the Consultant:

Attention: _____

Fax: _____

1.7.2 Notice will be deemed to be effective as follows

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In case of telegrams, ninety six (96) hours following confirmed transmission; and
- (c) In the case of facsimiles, seventy two (72) hours following confirmed transmission.

1.7.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.8 Location

The Services shall be performed at Delhi or at such location required/ approved by NHB.

1.9 Authority of Consultant

The Consultant hereby authorize _____ to act on their behalf in exercising the entire Consultant's rights and obligations towards NHB under this Contract, including without limitation for signing letters/communications, execution of agreements, for receiving instructions and payments from NHB.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

1.10 Taxes and Duties

The Consultant and their personnel shall pay the taxes (excluding GST), duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the tenure of this Agreement and NHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the Consultant.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Agreement deemed to have taken effect from the date of acceptance of the Letter of Award (LoA) by the Consultant i.e. w.e.f.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services immediately viz. from the date of acceptance of LoA, or on such date as the Parties may agree in writing.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause-2.8 hereof, this Contract shall expire on the expiry of the Term as stated on Clause 1.3.3 herein unless the Term is extended in accordance with the Clause 2.6.4.

2.4 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained, pursuant to Clause-5.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6 Force Majeure

2.6.1 Definition

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood and Acts and Regulations of respective government of the two Parties directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other Party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NHB shall have the option of canceling this Contract in whole or part at its discretion without any liability on its part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

2.6.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

2.6.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.5 Consultation

Not later than thirty (30) days after the Party, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension

NHB may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if NHB is not satisfied with the performance of the Consultant or if the Consultant fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension and shall invoke contract performance guarantee.

2.8 Termination

2.8.1 By NHB

NHB may by not less than fifteen (15) calendar days written notice of termination to the Consultant, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

- (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- (d) If the Consultant submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Consultant knows to be false;
- (e) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Consultant either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Consultant/its personnel are found to be involved in any fraudulent or criminal act;
- (g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract..

2.8.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause- 2.8.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
- (b) The obligation of confidentiality set forth in Clause-3.7 hereof,
- (c) Any right which a Party may have under the Applicable Law.

2.8.3 Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.4 Payment in case of termination of contract

Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the services already delivered, after deducting applicable penalty and TDS/other applicable taxes.

3.0 OBLIGATIONS OF THE CONSULTANT

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

3.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, technical and engineering practices, and employ appropriate advanced technology, safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to NHB, and shall at all times support and safeguard NHB's legitimate interests in any dealings with third parties.

3.2 Law Governing contract

The Consultant shall perform the assignment in accordance with the applicable Law and shall take all practicable steps to ensure that the Personnel of the Consultant comply with the Applicable Law.

3.3 Conflict of Interest

The Consultant shall hold NHB's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

3.4 Consultant Not to Benefit from Commissions/Discounts etc.

The payment of the Consultant by NHB shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

3.5 Consultant and Affiliates not to be otherwise interested in /benefited from the Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall not create any work/ opportunity for itself and for any of its affiliates from this Project/ assignment and/or derive any financial benefits directly or otherwise, other than what is agreed to be paid as professional fee as mentioned at Clause 4.2 for this assignment.

3.6 Prohibition of Conflicting Activities

The Consultant and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The Consultant and its affiliates hired to provide services for the proposed

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

assignment will be disqualified from services related to the initial assignment for the same Project subsequently.

3.7 Confidentiality

The Consultant and its Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or NHB's business or operations without the prior written consent of NHB.

A separate non-disclosure cum confidentiality agreement ("NDA") will be signed between the Consultant and NHB, if required.

3.8 Insurance to be taken out by the Consultant

The Consultant shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment, comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Consultant or their staff on the assignment

3.9 Liability of the Consultant

The Consultant shall be liable to NHB for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by NHB as a result of a default of the Consultant in such performance, subject to the following limitations:

- (a) The Consultant shall not be liable for any damage or injury caused by or arising out of any act, neglect, default or omission of any persons other than the Consultant and its Personnel; and
- (b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.

3.10 Indemnification of NHB by the Consultant

The Consultant shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Consultant or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Consultant or its personnel; and/or (iii) any claim made by

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

employees who are deployed by the Consultant against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Consultant to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.

3.11 Limitation of Liability

- (i) The Consultant's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to _____ times of the total contract value.
- (ii) The Consultant's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Consultant shall be actual and unlimited.
- (iii) Under no circumstances, NHB shall be liable to the Consultant for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

3.12 Consultant's Actions Requiring Owner's Prior Approval

The Consultant shall not enter into a sub contract for the performance of any part of the Services, without the prior approval of NHB in writing. However, the Consultant can hire the services of Personnel to carry out any part of the services. The Consultant shall remain fully liable for the performance of the services by its personnel pursuant to this Contract.

3.13 Reporting Obligations

The Consultant shall submit to NHB the reports and documents within the timelines set forth in the Offer Letter, including any supporting data required by NHB.

3.14 Documents prepared by the Consultant to be the Property of NHB:

All software, algorithms, reports and other documents prepared/developed by the Consultant in performing the Services shall become and remain the property of NHB, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and shall not use them for purposes unrelated to this

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Contract without the prior written approval of NHB.

3.15 Consultant's Personnel

The Consultant shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence as stipulated under the RFP and are in all respects acceptable to NHB. The Consultant will do its utmost to ensure that the personnel identified by the Consultant to work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the Consultant, the Consultant will provide NHB with another personnel of equivalent knowledge, skill and experience acceptable to NHB as his substitute.

The Consultant shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the Consultant and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between NHB and said personnel so engaged by the Consultant.

The Consultant shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under applicable laws in respect of its personnel/employees engaged by the Consultant under this Agreement. The Consultant agrees to indemnify NHB in respect of any claims that may be made by statutory authorities against NHB in respect of contributions relating to the personnel/employees engaged by the Consultant for performing the work under this Agreement. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Consultant.

3.16 Non-Compete

The Consultant will neither approach nor make any proposal for work for any employee of NHB directly or indirectly during the validity of this Agreement and for one year from the date of termination of this Agreement.

3.17 Change in Ownership or Constitution:

The Consultant will inform NHB immediately about any change in its ownership or its constitution. The Consultant will ensure that the NHB's interest will be protected with utmost care. If NHB is not satisfied with the change of ownership or constitution of the Consultant and/or with the new owner, NHB shall have the right of termination and in that event, the payment, if any, upon termination may be made as provided in clause 2.8.4.

4.0 OBLIGATIONS OF NHB

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

4.1 Support:

NHB will provide the support as required necessary by it including giving access to the relevant and limited data maintained in its system to the Consultant for carrying out the assignment under the Contract.

4.2 Consideration & Payment Terms

In consideration of the Services performed by the Consultant under this Agreement, NHB shall make to the Consultant such payments and in such manner as specified in the RFP and/or the LoA.

The Consultant shall submit the bills to NHB of firms printed bill forms indicating the work done by him during the period for which payment is sought. NHB shall make payments to the Consultant as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

4.3 Non-Solicitation:

NHB agrees not to make an offer for employment to any personnel provided/ deployed by the Consultant under this Agreement, and, not to accept any application for employment from him/her, while he is under the term of this Agreement, and, for up to twelve (12) months from the date of last assignment of the work under this Agreement with NHB.

5.0 FAIRNESS AND GOOD FAITH

5.1 Good Faith

The Parties undertake to act in all fairness and good faith in respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

6.0 UNDERTAKINGS:

The Consultant hereby further undertakes:

- (i) That the Consultant has gone through all the required/relevant and extant instructions/ circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of NHB, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the Consultant and it complies/will comply with all such requirements.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- (ii) That the Consultant has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to NHB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.
- (iii) That being the Consultant of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (iv) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Consultant and as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Consultant by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.
- (v) That the Consultant shall not do anything that will be of any conflict of interest to the Consultant while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Consultant shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Consultant and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.
- (vi) That the Consultant has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the Consultant in a position of being unable to carry out the assignment in the best interest of NHB.
- (vii) That the Consultant shall act at all times in the interest of NHB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Consultant.

7.0 SEVERABILITY:

Each clause of this Agreement is enforceable independently. Should any clause of this Agreement become not enforceable due to any reason, it will not affect the enforceability of the other clauses.

8.0 SETTLEMENT OF DISPUTES

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

In the event of any dispute or difference arising out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably through mutual discussions. If, however, the parties are not able to settle them amicably without undue delay, the same shall be settled by the process of arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time). The venue of such arbitration shall be at New Delhi and the proceedings shall be conducted in English. The arbitration tribunal shall consist of Sole i.e. 1(one) Arbitrator to be appointed jointly by the Parties within thirty (30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other. If the Parties fail to agree on appointment of such Sole Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

Notwithstanding, it is agreed that the Consultant shall continue the remaining work for the assignment under this Agreement during the pendency of arbitration proceedings unless otherwise directed in writing by NHB or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained.

9.0 JURISDICTION AND APPLICABLE LAW

This agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subjected to exclusive jurisdiction of the Courts at New Delhi.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement signed in their respective names on the day and year first above written at New Delhi.

FOR AND ON BEHALF OF NATIONAL HOUSING BANK

By _____

Authorized Representative

FOR AND ON BEHALF OF [CONSULTANT]

By _____

Authorized Representative

WITNESSES:

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

1.
(Name and address)

2.
(Name and address)

Annexure 'N'-(CONFIDENTIALITY -CUM- NON DISCLOSURE AGREEMENT)

CONFIDENTIALITY -CUM- NON DISCLOSURE AGREEMENT

(To be executed on a non- judicial stamp paper)

This Confidentiality -cum-Non Disclosure Agreement is entered into at New Delhi on thisdayof _____, 2020_, by and between;

_____, a incorporated
_____, having its Registered Office at
(hereinafter referred to as "the Consultant"), which expression shall include wherever the context so permits, its successors and permitted assigns;
and

The National Housing Bank, a bank constituted under the National Housing Bank Act,1987 (Central act No. 53 of 1987) having its Head Office at Core-5A,5th Floor, India Habitat Centre, Lodhi Road, New Delhi-110003; (herein after referred to as "NHB"), which expression shall include wherever the context so permits, its successors and permitted assigns:

WHEREAS the Consultant & NHB would be having discussions and negotiations concerning _____ ("Purpose") between them as per the Service Level Agreement dated (hereinafter referred to as "SLA"). In the course of such discussions & negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential & proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as "the Disclosing Party" & will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as "the Recipient/Receiving Party", and will include its affiliates & subsidiaries and its personnel.

Now this Agreement witnesseth:-

1. Proprietary Information: As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient/Receiving Party by the Disclosing party or is disclosed

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party , within 10(ten) days after such disclosure, delivers to the Recipient/Receiving Party a written document or documents describing such Proprietary Information and referencing the place and date of such oral ,visual or written disclosure and the names of the employees or officers of the Recipient/ Receiving party to whom such disclosure was made.

2. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far this may be required for the proper exercise of the Parties respective rights and obligations under this Agreement.
- b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer's names, customer information and business information of the Disclosing Party.
- c) Confidential information does not include information which:
 - (i) is publicly available at the time of its disclosure; or
 - (ii) becomes publicly available following disclosure; or
 - (iii) is already known to or was in the possession of Recipient/Receiving party prior to disclosure under this Agreement; or
 - (iv) is disclosed to the Recipient/Receiving party from a third party, which party is not bound by any obligation of confidentiality; or
 - (v) is or has been independently developed by the Recipient/Receiving party without using the confidential information;
 - (vi) is disclosed with the prior consent of the Disclosing Party.

3. Non -Disclosure of Proprietary Information: For the period during the agreement or its renewal, the Recipient/Receiving Party will:

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

- a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
 - b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its own confidential information of similar importance and
 - c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.
4. Limit on Obligations: The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information :
- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;
 - b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;
 - c) becomes known to the Recipient/ Receiving Party through disclosure by any other source, other than the Disclosing party, having the legal right to disclose such Proprietary Information.
 - d) is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or
 - e) is required to be disclosed by the Recipient/ Receiving Party to comply with applicable laws or governmental regulation, provided that the Recipient/ Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.
5. Return of Documents: The Recipient/ Receiving Party shall, upon request of the Disclosing Party , in writing ,return to the Disclosing party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event, it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Agreement, the Recipient/ Receiving Party will promptly return to the other part or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however the Receiving Party shall retain copies to be in compliance with its statutory, regulatory, internal policy or professional obligations.

6. Communications :Written communications requesting transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

_____ NATIONAL HOUSING BANK

(Consultant)

7. Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of _____ years from the termination of the SLA.
8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law.
9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Consultant to NHB as a part of the outcome or deliverables under the SLA and which, in the opinion of NHB, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by NHB with such third party agency/institution for conducting such study/analysis and no prior consent of the Consultant is required for the same. Such report/finding/document delivered/ submitted by the Consultant to NHB shall become exclusive property of NHB and as such NHB shall not be bound by any restriction from disclosure of such report/ finding/ document or content thereof, being the Receiving Party.
10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause _____ of the SLA executed between the parties hereto.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

11. Miscellaneous

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.
- b) This Agreement will be binding upon & enure to the benefit of the parties hereto and it includes their respective successors & assigns
- c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

FOR _____

FOR NATIONAL HOUSING BANK

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESSES:

1.

2.

Annexure 'O'-(Pre Contract Integrity Pact)

Pre Contract Integrity Pact

(To be executed on a non- judicial stamp paper)

This pre-bid/pre-contract Agreement (hereinafter called "this Integrity Pact") between, the National Housing Bank, a bank established under the provisions of the National Housing Bank Act, 1987 having its Head Office at Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003 represented through Shri/Ms _____, (Designation) (hereinafter called "NHB", which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part

AND

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

(The party of the First Part and the party of the Second Part are hereinafter collectively referred to as the "Parties" and individually as the "Party")

WHEREAS NHB proposes to procure _____ (name of the items/services) as mentioned in the RFP No. _____ ("RFP") and the Bidder is willing to offer/has offered _____ (name of the items/services) as desired by NHB in terms of the RFP;

WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and NHB is a statutory body established under the Act of Parliament;

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

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

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

AND WHEREAS the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Commitments of NHB

- 1.1 NHB undertakes that no official of NHB, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2 NHB will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3 All the officials of NHB will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to NHB with full and verifiable facts and the same is prima facie found to be correct by NHB, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by NHB and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by NHB the proceeding under the contract would not be stalled.

3. Commitments of Bidders

- 3.1 Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of NHB, as applicable to the subject matter.
- 3.2 The Bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to NHB under the contract in terms of the RFP.
- 3.3 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

particular commit itself to the following:-

- (a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.
- (b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- (c)* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
- (d)* The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.
- (e)* The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NHB or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.
- (f) The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NHB or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- (g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- (h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- (j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (l) If the Bidder or any employee of the Bidder or any person acting on behalf of the

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Bidder, either directly or indirectly is a relative of any of the officers of NHB or alternatively, if any relative of an officer of NHB has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- (m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NHB.
 - (n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
 - (o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.
- 3.4 The Bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:
- (a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of NHB, while rendering any advice or service.
 - (b) The Bidder shall act/perform, at all times, in the interest of NHB and render any advice/service with highest standard of professional integrity.
 - (c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold NHB's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.
 - (d) The Bidder declares/affirms that it has not been hired by NHB for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of NHB. Without limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:
 - (i) Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services) - The Bidder has not been engaged by NHB to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Bidder's obligations under a turnkey or design and build contract.

- (ii) Conflict among consulting assignments - The Bidder understands that neither Bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting NHB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*
- (iii) Relationship with NHB's staff - The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, has/have a close business or family relationship with a professional staff of NHB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NHB throughout the selection process and the execution of the contract.
- (iv) A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal: If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

4. Previous Transgression

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

5. Accountability

- 5.1 The Bidder undertakes that in case of its selection as the successful Bidder and assignment of the contract to the Bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to NHB, keeping

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.

5.2 The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

6. Personal Liability

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Bidder shall be liable to NHB for any violation of this Integrity Pact as per the applicable law, besides being liable to NHB as may be provided under the service level agreement/contract to be executed.

7. Transparency and Competitiveness

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/Bidders, while rendering any advice/service to NHB, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, Bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

8. Co-operation in the Processes:

The Bidder shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of contractual obligations by the Bidder.

9. Sanctions for Violations

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle NHB to take all or any one of the following actions, whenever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However the proceedings with the other Bidder(S) would continue.
- (ii) The Earnest Money Deposit (in per-contract stage) and / or Security Deposit /Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by NHB and NHB shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by NHB, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from NHB in connection with any other contract, such outstanding payment could also be utilized and appropriated by NHB to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments already made by NHB, along with interest.
- (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to NHB resulting from such cancellation /rescission and NHB shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future Bidding process of NHB for a minimum period of five year which may be further extended at the discretion of NHB.
- (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
- (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.

9.2 NHB will be entitled to take all or any the actions mentioned at para 10.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.

9.3 The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

10. Fall Clause:

The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that similar product/systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to NHB, if the contract has already been concluded.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

11. Disqualification & Forfeiture of EMD/PBG etc

The Bidder(s) agree(s) that:

- (a) Prior to award of contract or during execution of the contract, if the Bidder (s) has/have committed any transgression/breach of this Integrity Pact, NHB is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.
- (b) If NHB disqualifies the Bidders(s) from the tendering process prior to award of contract under clause (a) above, NHB is entitled to demand and recover the damages equivalent to the EMD and in such event, the EMD shall be forfeited.
- (c) After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).
- (d) It is agreed that the decision of NHB regarding forfeiture of EMD/performance bonds/ PBG shall be final and binding.

12. Independent External Monitors:

- 12.1 NHB has appointed Shri Kishore Kumar Sansi, Ex-MD of Vijaya Bank (email id kishoresansil@gmail.com) and Shri Rakesh Rewari, Ex-DMD, SIDBI (email id : r_rewari@yahoo.com) as independent external monitors (hereinafter referred to as “the Monitors”) for this Integrity Pact in consultation with the Central Vigilance Commission.
- 12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5 As soon as the Monitor notices, or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.
- 12.7 NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.

12.8 The Monitor will submit a written report to the designated Authority of NHB within 8 to 10 weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

13. Facilitation of Investigation:

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

14. Law and Place of Jurisdiction:

This Integrity Pact is subject to Indian Law. Any dispute arising out of this shall be subject the jurisdictions of the Courts at New Delhi.

15. Other Legal Action:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. However, the Parties shall not approach the Courts of Law while representing the matters to the Monitor/s and shall await the decision of the Monitor/s in the matter.

16. Validity:

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both NHB and the Bidder, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six month from the date of the signing of this Integrity Pact.

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

The Parties hereto sign this Integrity Pact on the day, month and year and at the place mentioned herein below.

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

For National Housing Bank (Authorised Signatory) Place: Date: <u>Witness</u> 1. _____ _____ (Name & Address) 2. _____ _____ (Name & Address)	For Bidder (Authorised Signatory) Place: Date: <u>Witness</u> 1. _____ _____ (Name & Address) 2. _____ _____ (Name & Address)
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(provisions of these clauses would need to be amended /deleted in line with the policy of NHB in regard to involvement of Indian agents of foreign suppliers.)*

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'P'-(List of Agreements to be executed)

Bidder to provide list of all the agreements to be executed for this implementation, if any, along with sample/ draft copy of each of such agreement, in the following format:

S. No.	To be executed between	Agreement Document - Type & Purpose	Draft copy attached (Y/N)	Mode (Digital/ paper based)

<<Insert more rows, if required>>

Yours faithfully,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

RFP for Procurement of MS Office 365 Cloud Service & Support at National Housing Bank

Annexure 'Q'-(Resolution matrix)

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

Situation	Expected response of service provider
Immediate requirement: Requirement within a day	1st call response immediate <ul style="list-style-type: none">• Our Resources at your site as soon as possible.• Continuous effort on a 24x7 basis• Escalation to OEM, if required• Notification of Our Senior Executives
Critical requirement: Requirement within 5 days	First call response within 4 hours <ul style="list-style-type: none">• Our Resources at Your site as required.• Continuous effort on a 24x7 basis• Notification of Our Senior Managers• Escalation to OEM, if required
Moderate requirement: Requirement within 5 days	First call response within a day <ul style="list-style-type: none">• Effort during Business Hours• Escalation to OEM, if required

- Service Provide shall seek Direct Support from Microsoft under intimation to NHB, as required, to ensure meeting above resolution parameters.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

End of RFP