

ई-टेंडर

माइक्रोसॉफ्ट ऑफिस 365 एंटरप्राइज़ करार का नवीकरण

टेंडर संदर्भ सं. : IT/EXIM/RFP/2018-19/048

प्रधान कार्यालय:

केंद्र एक भवन, 21वीं मंज़िल, विश्व व्यापार केंद्र संकुल, कफ़ परेड,
मुंबई-400 005

टेंडर संबंधी सामान्य विवरण

टेंडर दस्तावेज	माइक्रोसॉफ्ट ऑफिस 365 एंटरप्राइज़ करार का नवीकरण
टेंडर संदर्भ संख्या	IT/EXIM/RFP/2018-19/048
टेंडर दस्तावेजों की कीमत	₹5,000/- (अप्रतिदेय) (डीडी, मुंबई में “भारतीय निर्यात-आयात बैंक” के पक्ष में देय है।)
जमानत (ईएमडी) राशि	₹4,00,000/- (डीडी, मुंबई में “भारतीय निर्यात-आयात बैंक” के पक्ष में देय है।) जमानत (ईएमडी) राशि सभी बोलीकर्ताओं के लिए टेंडर खुलने के 30 दिनों के अंदर वापस कर दी जाएगी। दस्तावेज शुल्क तथा जमानत राशि पर मिलने वाली एमएसएमई छूट सरकारी नियमों के अनुरूप दस्तावेजों के प्रमाण प्रस्तुत करने पर ही दी जाएगी।
एसएलए के अनुसार परियोजना निष्पादन की गारंटी।	सफल बोलीकर्ता को ऑर्डर खरीदने के 15 दिनों के अंदर 4,00,000/- की परियोजना निष्पादन बैंक गारंटी देनी होगी।
ई टेंडर दस्तावेज मूल्य, आईपी अनुबंध, टेंडर लागत तथा बयाना (ईएमडी) राशि जमा करने की अंतिम तारीख	04 मार्च, 2019 अपराह्न 4.00
डीडी और आईपी अनुबंध मूल दस्तावेज प्रस्तुत करने का स्थान	भारतीय निर्यात-आयात बैंक, केंद्र एक भवन, 21वीं मंज़िल, विश्व व्यापार केंद्र संकुल, कफ़ परेड, मुंबई-400 005
ऑनलाइन नोटिस की तारीख	14-फरवरी- 2019 अपराह्न 03:00 बजे
दस्तावेज़ डाउनलोडिंग शुरू करने की तारीख	14-फरवरी- 2019 अपराह्न 03:00 बजे
दस्तावेज डाउनलोड करने की अंतिम तारीख	06 मार्च- 2019 अपराह्न 01:00 बजे
टेंडर स्पष्टीकरण की अंतिम तारीख (बिड पूर्व बैठक)	22 फरवरी- 2019 अपराह्न 03:00 बजे (सभी प्रश्नों के उत्तर केवल बिड पूर्व होने वाली बैठक में ही दिए जाएंगे)
प्रस्तुत करने की अंतिम तारीख और समय	06 मार्च- 2019 अपराह्न 04:00 बजे
टेंडर खोलना	06 मार्च- 2019 अपराह्न 05:00 बजे
संपर्क हेतु पता:	यथोपरि फोन नं- 022-22172600, एक्सटेंशन : 2410

	ईमेल: dharmendra@eximbankindia.in
टेंडर प्राप्त करने का स्थान	https://eximbankindiatenders.procuretiger.com

नोट: कमर्शियल बिड केवल ऑनलाइन खुलेंगी। ई-टेंडरिंग/ इलेक्ट्रॉनिक टेंडरिंग/वेब टेंडरिंग/ ऑनलाइन टेंडरिंग यह इंटरनेट पर टेंडरिंग प्रक्रिया है जो मैनुअल प्रक्रिया के स्थान पर लाई गई है। इसके अंतर्गत पात्र बोलीकर्ता/निविदाकर्ता अपने विशिष्ट यूजरनेम एवं पासवर्ड एवं स्थान का उपयोग कर अपने तकनीकी एवं वाणिज्यिक बिडों के लिए इंटरनेट पर लॉग ऑन कर सकते हैं।

पात्र बोलीकर्ताओं को मैसर्स ई प्रोक्योरमेंट टेक्नोलॉजीज़ लि. (एबीसी प्रोक्योर) के अधिकारी द्वारा निर्धारित तारीख एवं समय पर विशेष डिजिटल हस्ताक्षर/ इलेक्ट्रॉनिक की/ पासवर्ड के जरिए ऑनलाइन बिड प्रस्तुत करने के लिए प्रशिक्षित किया जाएगा। निविदाकर्ता द्वारा प्रस्तुत बिड गोपनीय रहेंगी और केवल एक्जिम बैंक के प्राधिकृत अधिकारियों द्वारा ही खोली जाएंगी। किसी भी अन्य व्यक्ति को बिड संबंधी सूचना प्राप्त नहीं होगी और यह पूर्णरूप से गोपनीय रहेंगी।

ई-टेंडर में प्रतिभागिता के लिए न्यूनतम अपेक्षाएं :

1. इंटरनेट कनेक्शन के साथ कंप्यूटर/लैपटॉप।
2. ऑपरेटिंग सिस्टम-विंडोज 7 / विंडोज 10
3. डिजिटल प्रमाण पत्र श्रेणी II और श्रेणी III, हस्ताक्षर एवं एन्क्रिप्शन तथा संस्थागत प्रमाणपत्र होना आवश्यक है।
4. निम्नलिखित वेबसाइट के जरिए ऑनलाइन वेंडर रजिस्ट्रेशन किया जा सकता है:
<https://eximbankindiatenders.procuretiger.com>
"न्यू बिडर रजिस्ट्रेशन" लिंक पर क्लिक करें उसके बाद यूजर आई डी एवं पासवर्ड बनाएं और अपना डिजिटल प्रमाण पत्र संलग्न करें।

किसी भी स्पष्टीकरण के लिए कृपया संपर्क करें:

ई-प्रोक्योरमेंट टेक्नोलॉजीज़ लिमिटेड

ए-801- बॉल स्ट्रीट - II,

ओरिएंट क्लब के सामने,

गुजरात कॉलेज के पास, एलिस ब्रिज,

अहमदाबाद-380 006

गुजरात, भारत

फोन: +91 (79) 40230 813/14/16/18/03

फैक्स: +91 (79) - 40230847

निविदाकर्ता की पूर्व अर्हता के लिए अपेक्षित

मैं/ हम यह पुष्टि करता हूं/ करते हैं कि मेरी/ हमारी जानकारी में यह सूचना सही है तथा मैं/ हम इसे स्वीकार करते हैं कि यदि मेरे / हमारे द्वारा किसी भी तरह की सूचना जानबूझकर छुपाई पाई जाती है तो किसी भी चरण में राशि को अस्वीकार कर दिया जाएगा।

क्रमांक	विवरण	वर्णन
1. कंपनी का नाम		
2. मालिक का नाम		
भागीदार / निदेशक		
क. (मोबाइल नं)		
ख. (मोबाइल नं)		
3. कार्यालय का टेलीफोन नं .		
क.		
ख.		
ग.		
4. प्रधान कार्यालय का पता		
5. ईमेल-		
क.		
ख .		
6. स्थापना वर्ष		
7. पंजीकरण संख्या एवं पंजीकरण की तारीख		
8. कंपनी की स्थिति (मालिक/ भागीदार/कं. आदि)		
9. बैंकों का नाम	क .	
	ख .	
10. पैन कार्ड नं .		
11. जीएसटी नं.		

दस्तावेजों पर डिजिटल हस्ताक्षर होने के कारण बिडर के मुहर और हस्ताक्षर की आवश्यकता नहीं है :

तारीख :

स्थान :

नोट :

कृपया उल्लिखित दस्तावेजों की स्कैन प्रति 7,8, 10, 11 के क्रमानुसार अपलोड की जाए।

1. प्रस्तावना

भारतीय निर्यात-आयात बैंक देश की शीर्ष निर्यात वित्त संस्था है। ऐसी संस्था जो भारत के आर्थिक विकास के साथ विदेशी व्यापार और निवेश का एकीकरण कर देश के विकास में योगदान देती है। बैंक का मार्गदर्शन करने के लिए विशेषज्ञों का एक बोर्ड है, जिसमें वरिष्ठ नीति निर्माता, विशेषज्ञ बैंकर और अंतरराष्ट्रीय व्यापार व उद्योग के बड़े नाम तथा निर्यात, आयात या उसके वित्तपोषण क्षेत्र से जुड़े प्रोफेशनल हैं। भारत के चारों कोनों और दुनिया के चुनिंदा शहरों में बैंक के दफ्तर हैं। बैंक अपने इन दफ्तरों के जरिए उद्योगों और लघु एवं मध्यम उद्यमों का कारोबार बढ़ाने में मदद करता है।

भारत सरकार द्वारा भारतीय निर्यात-आयात बैंक अधिनियम 1981 के अंतर्गत बैंक की स्थापना की गई। 1982 में बैंक का परिचालन शुरू हुआ और विश्व की अन्य निर्यात ऋण एजेंसियों की भांति बैंक ने एक शीर्ष निर्यात ऋण एजेंसी के रूप में वित्त प्रदान करना प्रारंभ किया। अपनी समृद्ध परंपरा को आगे बढ़ाते हुए आज बैंक अपने विभिन्न उत्पादों व सेवाओं के जरिए उद्योगों और लघु एवं मध्यम उद्यमों के लिए ग्रोथ इंजन के रूप में काम कर रहा है। हमारी सेवाओं में ट्रेडफॉलोअप आयात, निर्यात योग्य उत्पादों के विकास, निर्यात उत्पादन, निर्यात मार्केटिंग, प्री शिपमेंट-पोस्ट शिपमेंट और विदेशों में निवेश के लिए सहायता आदि सेवाएं शामिल हैं। तेजी से बदलते वित्तीय परिदृश्य में हम एक उत्प्रेरक के रूप में काम करते हुए भारत के अंतरराष्ट्रीय व्यापार और निवेश के संवर्द्धन में अहम भूमिका अदा करते हैं। साथ ही अपनी नवोन्मेषी और दूरदर्शी कार्यसंस्कृति के जरिए हम भारत के लिए उपलब्ध संभावनाओं और अवसरों का लाभ उठाते हुए अपने ध्येय को सार्थक करते हैं।

बदलती तकनीक के साथ कदम से कदम मिला कर चलने के लिए भारतीय निर्यात-आयात बैंक ने सूचना प्रौद्योगिकी के क्षेत्र में कई महत्वपूर्ण कदम उठाए हैं। बैंक के सभी कार्यालय अब 100% कंप्यूटरीकृत हैं तथा बैंक में केंद्रीकृत बैंकिंग समाधान (सीबीएस) के साथ डेटा सेंटर की व्यवस्था मुंबई में तथा डिजास्टर रिकवरी साइट बैंगलूर में लागू की गई है। भारत में स्थित सभी 9 कार्यालयों में केंद्रीकृत बैंकिंग समाधान की व्यवस्था है तथा ये कार्यालय वाइड एरिया नेटवर्क (एमपीएलएस) के माध्यम से डेटा सेंटर से जुड़े हुए हैं।

इसके अतिरिक्त, बैंक में ईमेल सुविधा के लिए ऑफिस 365 का प्रयोग किया जाता है तथा कार्यालय के आंतरिक कार्यसंचालन तथा इंटरनेट एप्लीकेशन के लिए शेयरप्वाइंट फ्रेमवर्क का प्रयोग किया जाता है। विभिन्न आंतरिक जरूरतों के लिए अलग-अलग वेंडरों द्वारा उपलब्ध कराए गए एप्लीकेशन भी बैंक में प्रयोग किए जाते हैं। बैंक में अलग-अलग एप्लीकेशन में UNIX के AIX, Linux इत्यादि वर्जन और विंडोज के विभिन्न वर्जन इस्तेमाल किए जाते हैं। डेटाबेस में Oracle, MySQL, Microsoft SQL Server, Access इत्यादि शामिल हैं। बैंक का आंतरिक नेटवर्क इंटीग्रेटर विभिन्न स्तरों पर (एप्लीकेशन स्तर पर सुरक्षा, नेटवर्क स्तर पर सुरक्षा, डेटाबेस स्तर पर सुरक्षा, ओएस स्तर पर सुरक्षा, एक्सिस स्तर पर सुरक्षा तथा भौतिक सुरक्षा इत्यादि) संस्था के विस्तृत नेटवर्क और सुरक्षा तंत्र को बनाए रखता है। उक्त सभी उपाय बैंक की सूचना सुरक्षा नीति, व्यवसाय निरंतरता तथा डिजास्टर रिकवरी योजना तथा अन्य विभिन्न नियामक अनुपालनों के अनुरूप हैं।

2. परियोजना की पृष्ठभूमि और उद्देश्य

भारत में एकज्जम बैंक के 9 क्षेत्रीय कार्यालय हैं और बैंक का प्रधान कार्यालय मुंबई में है। संदर्भ हेतु क्षेत्रीय कार्यालयों के पते नीचे दिए जा रहे हैं। बैंक के सभी क्षेत्रीय कार्यालय व लंदन शाखा वाइड एरिया नेटवर्क (एमपीएलएस कनेक्टिविटी) द्वारा जुड़े हुए हैं। बैंक की एक शाखा लंदन में है, जो प्रधान कार्यालय से इंटरनेशनल एमपीएलएस लाइन के माध्यम से जुड़ी है। इनके अतिरिक्त, बैंक के 8 कार्यालय (स्वतंत्र रूप से संचालित) विदेशों में स्थित हैं।

वर्तमान में, ई1 प्लान के अंतर्गत एक्जिम बैंक माइक्रोसॉफ्ट के साथ एंटरप्राइज़ करार में है। बैंक के पास एटीपी सुविधा एवं ईमेल अचीव पैकेज के साथ 475 ईमेल लाइसेंस भी उपलब्ध हैं। वर्तमान कांट्रैक्ट की वैधता 01 अप्रैल, 2019 को समाप्त हो जाएगी। 01 अप्रैल, 2019 से 31 मार्च, 2022 तक की अवधि के लिए इस टेंडर में उल्लिखित पात्रता मानदंडों के अनुसार बैंक अर्हता प्राप्त बोलीकर्ताओं / सेवा प्रदाताओं से ई-टेंडर आमंत्रित करता है।

इस परियोजना के अंतर्गत एक्जिम बैंक कार्यालयों के पते:

क्रमांक	स्थान	कार्यालय का पता:
1.	एक्जिम बैंक प्रधान कार्यालय – मुंबई	भारतीय निर्यात-आयात बैंक, 21वीं मंज़िल, केंद्र एक, विश्व व्यापार केंद्र (डबल्यूटीसी) संकुल, कफ़ परेड, मुंबई 400 005
2.	अन्य स्थान	भारतीय निर्यात-आयात बैंक, मेकर चैंबर्स IV, 8वीं मंज़िल, 222, नरीमन प्वाइंट, मुंबई 400 021
3.	क्षेत्रीय कार्यालय – अहमदाबाद	भारतीय निर्यात-आयात बैंक, साकार II, पहली मंज़िल, एलिस ब्रिज शॉपिंग सेंटर के पास, अहमदाबाद 380 006
4.	क्षेत्रीय कार्यालय – बेंगलूरु	भारतीय निर्यात-आयात बैंक, रमणश्री आर्केड 4थी मंज़िल, 18, एम जी रोड, बेंगलूरु 560 001
5.	क्षेत्रीय कार्यालय – चंडीगढ़	भारतीय निर्यात-आयात बैंक, सी-213, दूसरी मंज़िल, एलांते कार्यालय, प्लॉट नं- 178-178 ए औद्योगिक क्षेत्र, फेज- 1, चंडीगढ़ 160002
6.	क्षेत्रीय कार्यालय – चेन्नै	भारतीय निर्यात-आयात बैंक, ओवरसीज़ टावर्स, चौथी एवं पाँचवीं मंज़िल, नं- 756- एल, अन्ना सलाई, चेन्नै 600 002
7.	क्षेत्रीय कार्यालय – गुवाहाटी	भारतीय निर्यात-आयात बैंक,

		नेडफी हाउस, 4थी मंज़िल, जी एस रोड, दिसपुर, गुवाहाटी 781006
8.	क्षेत्रीय कार्यालय – हैदराबाद	भारतीय निर्यात-आयात बैंक, गोल्डन एडिफिस, दूसरी मंज़िल, 6-3-639 / 640, राज भवन रोड, खैरताबाद सर्कल, हैदराबाद 500 004
9.	क्षेत्रीय कार्यालय – कोलकाता	भारतीय निर्यात-आयात बैंक, वाणिज्य भवन, अंतरराष्ट्रीय व्यापार सुगमीकरण केंद्र, चौथी मंज़िल, वुड स्ट्रीट कोलकाता 700 016
10.	क्षेत्रीय कार्यालय – नई दिल्ली	भारतीय निर्यात-आयात बैंक, ऑफिस ब्लॉक, टावर 1, 7वीं मंज़िल, एड्जेसेंट रिंग रोड पूर्वी किदवई नगर, नई दिल्ली -110023 एवं भारतीय निर्यात-आयात बैंक, तल मंज़िल, स्टेट्समैन हाउस, 148, बाराखंबा रोड, नई दिल्ली -110001
11.	क्षेत्रीय कार्यालय – पुणे	भारतीय निर्यात-आयात बैंक, नं 402 & 402 (बी), 4थी मंज़िल, सिग्रेचर बिल्डिंग, भंडारकर रोड, शिवाजी नगर, पुणे- 411004

3. बोलीकर्ता के लिए पात्रता मानदंड

क्रमांक	पात्रता मानदंड	प्रस्तुत किए जाने वाले अपेक्षित दस्तावेज	अनुपालन (हाँ / नहीं)
1.	बोलीकर्ता भारत में किसी कंपनी/फर्म, रजिस्ट्रार कार्यालय में कम से कम 10 वर्षों से रजिस्टर्ड होना चाहिए।	संस्थापन सर्टिफिकेट अथवा भारत सरकार की ओर से सक्षम प्राधिकारी द्वारा जारी रजिस्ट्रेशन प्रमाण पत्र ।	

2.	बोलीकर्ता को भारत में सार्वजनिक क्षेत्र के बैंकों / सरकारी क्षेत्र / बड़े कॉर्पोरेट में 500 या इससे अधिक कर्मचारियों वाली कम से कम 5 संस्थाओं में माइक्रोसॉफ्ट ऑफिस 365 संचालित करने का अनुभव होना चाहिए।	सत्यापन के लिए पिछले ऑर्डर अथवा संपर्क विवरण (नाम, पदनाम, ईमेल और फोन नं) सहित ग्राहक का रेफरेंस लेटर प्रस्तुत करना होगा।	
3.	बोलीकर्ता को माइक्रोसॉफ्ट अधिकृत लार्ज अकाउंट रीसेलर (एलएआर) / लाइसेंसिंग सॉल्यूशंस पार्टनर्स (एलएसपी) होना चाहिए।	माइक्रोसॉफ्ट एलएआर / एलएसपी प्राधिकार प्रमाणपत्र (अथॉराइजेशन सर्टिफिकेट) प्रस्तुत करना होगा।	
4.	बोलीकर्ता को वैध प्रमाणपत्र सहित सेवा में सीएमएमआई लेवल-3 प्रमाणित होना चाहिए।	सीएमएमआई लेवल-3 प्रमाणपत्र प्रस्तुत करना होगा।	
5.	बोलीकर्ता के पास ISO 9001-2015 का प्रमाणपत्र होना चाहिए।	ISO 9001-2015 का प्रमाणपत्र प्रस्तुत करना होगा।	
6.	इस टेंडर में हिस्सा लेने के लिए पार्टनर एमएएफ के माध्यम से माइक्रोसॉफ्ट द्वारा अधिकृत होना चाहिए।	माइक्रोसॉफ्ट द्वारा जारी एमएएफ प्रस्तुत करना होगा।	
7.	पिछले दो वित्तीय वर्षों 2017-18, 2016-17 से भारतीय परिचालनों से बोलीकर्ता का सालाना टर्नओवर कम से कम ₹300 करोड़ (तीन सौ करोड़) होना चाहिए। पिछले दो वित्तीय वर्षों में बोलीकर्ता की नेट वर्थ सकारात्मक होनी चाहिए।	सीए सर्टिफिकेट जमा करना होगा। उक्त सीए सर्टिफिकेट बिना किसी राइडर के प्रस्तुत करना होगा।	
8.	बोलीकर्ता के अधीन प्रत्यक्ष पेरोल पर कम से कम 200 कर्मचारी कार्यरत होने चाहिए।	घोषणा हस्ताक्षर एवं मुहर समेत कंपनी के लेटर हेड पर पर की जाए।	
9.	बोलीकर्ता किसी ऐसी मुक्रदमेबाज़ी में लिप्त नहीं होना चाहिए, जो कंपनी की शोधन क्षमता के लिए खतरा हो।	सर्टिफिकेट चार्टर्ड एकाउंटेंट / सांविधिक लेखापरीक्षक द्वारा प्रदान किया गया हो।	
10.	बोलीकर्ता को संलग्नक में उल्लिखित अनुसार, ई-टेंडरिंग प्रक्रिया अनुपालन विवरण तथा वचन पत्र (अंडरटेकिंग लेटर) निष्पादित करना होगा।	अनुलग्नक II तथा अनुलग्नक III की हस्ताक्षरित एवं मुहर लगी प्रति अपलोड करें।	
11.	इंटेग्रेटी पैकट एग्रीमेंट (आईपीए) का अनुपालन	आईपीए (अनुलग्नक - IV में संलग्न) डाउनलोड करें और 500 रुपये के स्टॉप पेपर पर लिखवाकर हस्ताक्षर करें। इसकी	

		स्कैन्ड प्रति ई-टेंडर पोर्टल पर अपलोड करें। मूल प्रति टेंडर में उल्लिखित तिथि एवं समयानुसार मुंबई स्थित एक्जिम बैंक के प्रधान कार्यालय को भिजवा दें।	
12.	श्रम कानून और सभी सांविधिक अनुपालन	श्रम कानून की स्व घोषणा तथा सांविधिक अनुपालन विवरण, कंपनी के लेटर हेड पर प्राधिकृत अधिकारी द्वारा हस्ताक्षरित तथा मुहर लगाकर प्रस्तुत करें।	

ANNEXURE - I

Manufacturer Authorization Format (On Microsoft's letter head)

Ref: Date:

To

GM
Export-Import Bank of India
Head Office, Mumbai

Dear Sir,

Sub: Manufacturer Authorization for RFP No. IT/EXIM/RFP/2018-19/048 dated 14th February 2019.

We <OEM Name> having our registered office at <OEM Address> are an established and reputed manufacturer of <hardware details> do hereby authorize M/s _____ (Name and address of the Partner) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates / upgrades if contracted by the bidder.

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

<OEM Name>

<Authorized Signatory>

Name:

Designation:

ANNEXURE - II

E-Tendering Process Compliance Statement

The following terms and conditions are deemed as accepted by you for participation in the bid event (Tender Ref: **IT/EXIM/RFP/2018-19/048**)

1. The price once submitted cannot be changed.
2. Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of EXIM Bank indicated in the tender document. Bidding process related queries could be addressed to M/s E-Procurement Technologies Ltd personnel indicated in the tender document.
3. Inability to bid due to glitch in telephone lines, Internet response issues, software or hardware hangs will not be the responsibility of M/s E-Procurement Technologies Ltd or the EXIM Bank. However, M/s E-Procurement Technologies Ltd, shall make every effort to ensure availability of technology resources to enable continuous bidding.
4. M/s E-Procurement Technologies Ltd does not take responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between bidder and the EXIM bank.
5. Bids once made cannot be withdrawn or modified under any circumstances.
6. The EXIM Bank reserves the right to extend or reschedule or annul the e-tender process.
7. The bidders are advised to visit <https://eximbankindiatenders.procuretiger.com> for any corrigendum etc.

I / We have read, understood and agree to abide by the e-tendering process compliance statement.

Date: -

Organization Name: -

Designation: -

ANNEXURE – III

UNDERTAKING FROM THE BIDDER

To,

Mr. Dharmendra Sachan, General Manager,

Export- Import Bank of India, 21st Floor, Centre One,

World Trade Centre,

Cuffe Parade, Mumbai 400 005

Dear Sirs,

Ref: Microsoft Office365 Enterprise Agreement Renewal.

Ref. No: **IT/EXIM/RFP/2018-19/048**

I / we further agree to execute and complete the work within the time frame stipulated in the tender scope of document. I / we agree not to employ Sub-Service Providers without the prior approval of the EXIM Bank. I / We agree to pay Sales Tax, Works Contract Tax, Excise Tax, Octroi, LBT, VAT, GST, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are liable and the rates quoted by me/us are Exclusive of the same.

I / we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree Exim Bank's preconditions as stipulated in the tender documents and empanelment process.

I / We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Exim Bank, during the course of the work, Exim Bank reserves the right to terminate my contract.

Yours truly,

Seal and Signature of the Bidder/s not required since the document is digitally signed.

Place:

Date:

Name:

Designation:

Seal:

4. INSTRUCTIONS TO BIDDERS

1.0 Location:

Export-Import Bank of India, 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005 and Regional Offices in pan India.

- a. Bidders / Service Providers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before bidding. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.

2.0 Submission of Tender:

Refer to E-Tendering Process Compliance Statement (Title No. 7) No queries will be entertained on last day of tender submission.

3.0 Any printing or typographical errors /omission in tender document shall be referred to EXIM Bank and their interpretation regarding correction shall be final and binding on Service Provider.

4.0 Transfer of Tender Documents:

Transfer of tender documents purchased by one intending Bidder to another is not permitted.

5.0 Validity:

Tenders submitted by Bidders shall remain valid for acceptance for a period up to 30 days from the date of opening of Bid/tender. The Bidders shall not be entitled during the period of validity, without the consent in writing of EXIM Bank to revoke or cancel his tender or to vary the tender given or any terms thereof.

6.0 Right to accept or reject tender:

The acceptance of a tender will rest with the EXIM Bank who does not bind themselves to accept lowest tender and reserve to themselves the authority to reject any or all the tenders received. They also reserve the right of accepting the whole or any part of the tender and the Bidders shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Bidders are liable to be rejected. For this purpose, Bidder shall quote rates for various items which will be self-sufficient to meet their whole costs for executing any / every item. No demand for variations in rates for items executed shall be entertained on the plea of the EXIM Bank deciding to delete, alter or reduce the quantities specified in respect of the anyitem.

7.0 Rates:

The EXIM Bank is not concerned with any rise or fall in the prices of Microsoft Office 365 license, Technical support cost etc. during contract period of three years.

8.0 Payments: The Microsoft Software License cost will be paid on yearly advance basis within 15 working days from original correct hardcopy invoice submission date. Technical support cost from the service provider will be paid half yearly basis only. No advance payment on technical support component. The SLA penalty (If any) will be deducted on monthly basis along with the payment process.

9.0 Signing of the contract:

- a) The successful Bidder may be required to execute a non-disclosure agreement (NDA) and Service Level Agreement (SLA) with Exim Bank within 20 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Bidder to sign the agreement in the above- stipulated period, the EXIM Bank may cancel the order.
- b) Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Bidder and accepted by him shall be operative and binding on the EXIM Bank of India and the Service Provider.

10.0 On acceptance of the tender, the name of the accredited representatives of the Bidder who would be responsible for taking instructions from EXIM Bank shall be mentioned by the Bidder.

11.0 If so decided EXIM Bank reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.

12.0 The EXIM Bank has the right to reduce or increase the resource count and scope of work. The Bank may give 3 months' notice period for termination of contract if service is not satisfactory to the Bank.

13.0 Notices to local bodies:
The Bidder / Service Provider shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.

14.0 I/We hereby declare that I/We have read and understood the above instructions for the guidance of the Bidders.

ANNEXURE – IV

PRE CONTRACT INTEGRITY PACT (IP Agreement)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the _____ month of 2019, between, on one hand, the President of India acting through Shri Dharmendra Sachan (General Manager), Export-Import Bank of India, Ministry of Finance, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and is represented by Shri _____ (hereinafter called the "Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the **BUYER** proposes to procure (Name of the Stores/Equipment/Item) and the **BIDDER/Seller** is willing to offer/has offered the stores and

WHEREAS the **BIDDER(s)** is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the **BUYER** is a General Manager, Export-Import Bank of India, Ministry of Finance performing its functions on behalf of the President of India.

NOW, THEREFORE,

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: -

Enabling the **BUYER** to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling **BIDDER(s)** to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the **BUYER** will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the BUYER:

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor 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 The BUYER will, during the pre-contract stage, treat all BIDDER(s) alike, and will provide to all BIDDER(s) 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 the BUYER will report to the appropriate Government office to avoid 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 to be reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and 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 the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits himself 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 particular commit himself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, 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.

- 3.2 The BIDDER further undertakes that they have not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government
- 3.3 BIDDERS shall disclose the name and address of agents and the representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third party/ person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Demand Draft or a Bankers' Cheque in favor of M/s. Export –Import Bank of India.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment. No other mode or through any other instrument except mentioned here is accepted.

5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to

forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid 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 the BUYER to take all or any one of the following actions, wherever 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 pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (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 the BUYER, 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 the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (ix) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

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

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also

grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Mr. Dharmendra Sachan

BIDDER

Mr./Ms.

General Manager

Export-Import Bank of India

Ministry of Finance

Chief Executive Officer/ MD/ Director

Witness

1. _____

2. _____

Witness

1. _____

2. _____

- Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

(Note: Pls. Sign and stamp on all IP agreement pages)

Annexure V

Scope of Work

Introduction

The Exim Bank has 9 regional offices across India, one branch office at London, 8 overseas offices and Head office at Mumbai. The regional office location address is mentioned in the E-tender document for ready reference. All regional offices and London branch is interconnected via MPLS connectivity.

The existing Microsoft Office 365 Enterprise Agreement (EA) under the E1 plan contract validity will expire on 01st April 2019. The Bank is inviting E-Tender bids from all qualified service providers as per the eligibility criteria mentioned in this tender for a period of three years starting from 01st April 2019 to 31st March 2022.

Objective

To provide reliable, secured and anywhere any time Email Access and related Office 365 features to Exim Bank.

Scope at a Glance:

The LSP/LAR service provider should provide following deliverables under this contract:

1. Microsoft Enterprise Agreement (EA) Renewal for a period of 3 years starting from 01st April 2019 to 31st March 2022.
2. The unit price for all Software components should be locked for three years. The Exim Bank may procure any additional quantity of licenses with same terms and conditions during contract period.
3. The Bank may execute E1 or E3 or combination of E1 and E3 enterprise agreement plan as per Bank's requirement and budget. The bidder has to agree with Bank's decision on license quantity under any plan of E1 or E3 or combination of E1 and E3.
4. The bidder should provide onsite training of all features under E1 and E3 of Microsoft

Office 365.

5. The bidder has to configure all security features, DLP features, ATP, Email Archive, MS Teams etc. under E1 and E3 plan of Microsoft Office 365.
6. The bidder has to address all technical queries related to Office 365 from Exim Bank and should give solutions within 4 Hrs.
7. The service provider has to provide technical support from Monday to Saturday 8.00 AM to 8.00 PM. For any critical issue, the technical service support should extend to Sunday and national holiday without any condition or additional cost.
8. The Bank will raise all tickets with the service provider through portal, phone or email and service provider should provide technical solution in consultation with Microsoft (if required) to the Bank.
9. The service provider should provide all technical configuration documentation, training materials to the Banks.
10. The service provider technical team should visit Exim Bank's head office at Mumbai once in a quarter and review the Microsoft Office 365 product Security related issues, SPAM mails, Spoofing issues, Transport Rules, Email Archive, Administration and new features and Office 365 usage in the Bank.
11. The service provider should provide two days Microsoft Office 365 Administration, Best practice training to Exim Bank, IT Officers once in a year.
12. The service provider should configure and compliance all audit related points on Microsoft Office 365 Solution implementation in the Bank.
13. At present, Bank is using E1 with EO Arch for Exch Online. Once license migrated to E3 the service provider should ensure that all existing archive emails of E1 migrated seamlessly to E3 and accessible to user.
14. The technical support from LSP/LAR service provider is for three years based on the satisfactory service to the Bank. The Bank may terminate this service component based on the feedback and review of Bank officers/committees with month notice period through email. The Bank may assign this service to other competent service provider during three years' contract period.

Tentative Bill of Material (BOM):

Sr.No	Product Description	Part Number	Tentative Qty.
1	O365 E3 ShrdSvr ALNG SubsVL MVL PerUsr	AAA-10842	400
2	O365 E1 ShrdSvr ALNG SubsVL MVL PerUsr	T6A-00024	100
3	O365AdvThrtPrtctnPln1 ShrdSvr ALNG SubsVL MVL PerUsr	KF5-00002	25
4	Unlimited Technical Support and Training from Service Provider to Exim Bank as per scope of work in the E-tender.	-	Lump Sum

1. The Exim Bank may change the license quantity under E1 or E3 or Combination of E1 & E3 depends on the requirement, product cost and budget.

Commercial Proposal Format

Sr.No	Product Description	Part Number	Qty.	` Yearly Unit Price *
1	O365E3 ShrdSvr ALNG SubsVL MVL PerUsr.	AAA-10842	1	
2	O365E1 ShrdSvr ALNG SubsVL MVL PerUsr.	T6A-00024	1	
3	O365AdvThrtPrtctnPln1 ShrdSvr ALNG SubsVL MVL PerUsr	KF5-00002	1	
4	Unlimited Technical Support and Training from LSP/LAR Service Provider to Exim Bank as per scope of work mentioned in E-tender.	Lump Sum Cost (Yearly)	1	
*Total Yearly Project Cost (`)				

***Exclusive of all Taxes and Duties**

Evaluation of Bids

The technical bids will be evaluated for determining the continued eligibility of the Bidder for project and compliance of the bids with the necessary technical requirements and scope of work of this tender.

The Exim Bank may seek clarification from any or all Bidder(s) at any stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications not received from the Bidder(s) within stipulated time, the respective technical parameters would be treated as non-compliant and decision to clarify the Bidder(s) shall be taken by Exim.

The evaluation criteria will be based on Lowest Cost (L1) basis only.

Annexure VI

Self-Declaration for Compliance

(On Company Letterhead)

I < **Name**> working as < **Designation**> in < *M/s. Company Name* > hereby declare that I am entrusted with the responsibility of ensuring compliance with various laws applicable to the company in the Administration of business and affairs of the company.

After having examined and considered all relevant information and based on the information furnished by the concerned officers, I, do hereby certify that;

1. My company complied with all applicable laws, enactments, orders, rules, regulations and other statutory requirements of the Central Govt. Of India, State Govt. and other statutory and local authorities concerning the business and affairs of the company.
2. Paid all applicable statutory dues on due dates.
3. Maintain proper registers, records, documents and books and filed proper returns, forms

and statements and furnished necessary particulars to the relevant authorities.

4. Not done or committed any act or entered into any transactions in violation of any statutory provisions.
5. My company shall strictly follow and complied to Export Import Bank of India's policies, procedures and security measures during FMS contract period.
6. My company will produce all documents for verification process as per Exim Bank's requirement and various audit compliance.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal: