

**Expression of Interest (EOI) along with Scope of work and specifications for procurement and implementation of Microsoft 365 Email solution. Along with Migration from existing Exchange 2007 to Microsoft 365 Email solution Cloud Service & Support.**



**IFCI Venture Capital Funds Ltd. Delhi**  
(आईएफसीआईवेंचरकैपिटलफंड्जलिमिटेड)  
(*A Subsidiary of IFCI Limited*)  
(*A Government of India Undertaking*)  
CIN: U65993DL1988GOI030284

16<sup>th</sup> Floor, IFCI Tower, 61, Nehru Place, New Delhi – 110019  
Phone No: 011-41732507/90/82/24  
Email: [IT@ifciventure.com](mailto:IT@ifciventure.com)  
Website: [www.ifciventure.com](http://www.ifciventure.com)

**Quotations are invited in sealed envelope from Bidders/Service Provider Companies for "Procurement and Implementation of Microsoft 365 exchange solution and Migration from existing Exchange 2007 to Microsoft 365 Email solution at registered office of IFCI Venture Capital Funds Limited(IFCI Venture) at Nehru Place, New Delhi.**

<b>Date of Issue:</b>	22 <sup>nd</sup> September 2021
<b>Last Date &amp; Time For Submitting Proposal</b>	29 <sup>th</sup> September 2021 (Till 3:00 PM)
<b>Address for submission of Proposal</b>	Deputy General Manager IFCI Venture Capital Funds Ltd. 16th Floor, IFCI Tower, 61, Nehru Place, New Delhi – 110019 Phone No: 011-4173 2507 / 82 /90 /24 Email: <a href="mailto:IT@ifciventure.com">IT@ifciventure.com</a> Website: <a href="http://www.ifciventure.com">www.ifciventure.com</a>

- 1. Introduction:** IFCI Venture Capital Funds Ltd. is a Public Financial Institution and is the Venture Capital arm & Subsidiary of IFCI Ltd, a Government of India Undertaking. IFCI Venture is the country's pioneer institution nurturing the startup and growth-oriented businesses in India. Since, there is an immediate requirement of procurement and implementation of Microsoft 365 E mail Solution, IFCI Venture intend to procure the License and services for the same.
- 2. Scope of Work: As listed at Chapter 2**
- 3. Delivery:** The bidder should deliver and install the ordered licenses/ services as listed at **Chapter 3 and Annexure 2**. Bidder should also provide forwarding letter cum undertaking as at **Annexure I**. The successful configuration, installation and delivery of the ordered licenses/ services shall be the responsibility of the selected vendor.
- 4. Terms and Conditions:** General instructions are specified in the following paragraphs. These shall apply to all the licenses/ product/ services:
  - The vendors are advised to study all technical and commercial aspects, instructions, forms, terms and specifications in this EOI carefully.
  - The Vendors are advised to confirm that without upgradation of Active Directory (AD) Server, the latest version of Microsoft 365 Mail solution independently will function smoothly without any technical / other issues with existing version of Microsoft AD Server 2008. Further, with subsequent upgradation of AD Server, there will be seamless integration with the latest version of Microsoft 365 Mail solution.
  - The quotations shall be submitted strictly in conformity with the specifications given in this EOI and as per the mandatory response format.
  - The EOI is not transferable.
  - IFCI Venture is not responsible for non-receipt of quotations within the specified period of 7 days of submission of quotations due to any reason.
  - The licenses/ product/ services quoted should not be from the discontinued production line. In case of discontinuation of the production line after the issuance of purchase order by IFCI Venture, the vendor shall supply the next higher configuration on the same terms.
  - In case of any reduction in the price of licenses/ product/ services due to Government levies/ duties/ OEM prices, the vendor shall offer the price reduction to IFCI Venture on all the Components of the proposed Equipment/ Product scheduled to be delivered after 1 (one) week of the effective date of such announcement. For this purpose, the vendor shall voluntarily intimate such price reduction to IFCI Venture, produce the document of OEM's listed price and the discounted price offered to IFCI Venture.
  - All Central/ State Government levies, taxes, sales tax, excise duty, customs duty, VAT, insurance charges etc with one-year standard warranty, and excluding Octroi, which, if any, shall be paid as per actuals on production of relevant documents billed to IFCI Venture Capital Funds Ltd. (IFCI Venture) only, in original. Such taxes may be quoted separately.
  - The prices quoted by the vendors shall be in Indian Rupees, only.
  - The quantity indicated in the EOI is tentative. IFCI Venture reserves the right to increase or decrease the quantity.
  - At any time prior to the date of submission of Bids, IFCI Venture, for any reason, may modify the Bidding Document, by amendment and intimate to the prospective Vendors. All Vendors must ensure that clarifications (if any) have been considered by them before submitting the bid. IFCI Venture shall not have any responsibility in case some omission is done by any Vendor.
  - In order to allow prospective Vendors reasonable time, in which to take the amendment into account, in preparing their Bids, IFCI Venture, at its discretion, may extend the deadline for the submission of Bids.
  - In case of a tie in the prices offered by two or more vendors, the revised offer shall be requested by the vendors.

- IFCI Venture reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Vendor(s) or any obligation to inform the affected Vendor(s).

## CHAPTER 1

### MINIMUM ELIGIBILITY CRITERIA AND GENERAL CONDITIONS

#### A. 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:

Sl. No.	Criteria	Documents To be submitted
1.	The bidder must be a Company/LLP/Partnership Firm incorporated in India and registered under the Companies Act/ Limited Liability Partnership Act as applicable.	Incorporation certificate supported by relevant experience document.
2.	The Bidder must be authorised Partners of M/s Microsoft from last one Year as on date of bid submission.	MPN Certificate /Document supporting the same.
3.	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.	Undertaking / Declaration by an authorized signatory of the Responder as at Annexure I.
4.	The bidder should not be involved in any litigation which threatens solvency of company.	Undertaking / Declaration by an authorized signatory of the Responder as at Annexure I..
5.	The bidder should have an office in Delhi-NCR, India with a team of at least 3 Microsoft 365 Cloud Service Professionals permanently located in Delhi-NCR office.	Details of servicing locations on letter head as at Annexure I.
6.	Bidder must be in compliance with Indian labour laws. An undertaking must be submitted by bidder to this effect.	Undertaking / Declaration by an authorized signatory of the Responder as at Annexure I.
7.	Bidder should have NOC services in India.	Undertaking / Declaration by an authorized signatory of the Responder as at Annexure I..
8.	The bidder, who has worked with IFCI in the past, shall provide a proof of satisfactory services.	A letter from competent authority in IT department of IFCI (Head Office) certifying satisfactory services of the Bidder to IFCI.

#### B. General Conditions:

- Proposal satisfying the following essential conditions will only be considered for further processing. In absence of the proof of following supportive document the tender will not be considered.
- Bidder should provide the above information along with the Technical/Financial proposal submissions in closed envelopes(separately) along with the brief profile of the Bidder. The entire original tender document should be submitted with seal and signature on each page.
- It may be noted that IFCI Venture will not pay any amount / expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses, regardless of the conduct or outcome of the Tendering process.

- The Successful bidder upon receipt of the PO shall deploy manpower resource immediately at IFCI Venture to get familiar / understand the infrastructure.
- IFCI Venture shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the minimum eligibility criteria and on the basis of such credentials, IFCI Venture may reject the candidature of the bidder without assigning any reason and decision of the IFCI Venture shall be final.
- Right to reject any or all tenders and annul the tendering process without assigning any reason is reserved by IFCI Venture.
- Tenders once submitted shall be final and no amendment shall be permitted. A Bidder shall submit only one proposal.
- A proposal submitted with adjustable price quotations will be treated as non-responsive and are likely to be rejected.
- Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to upward variation on any account, including exchange rate fluctuations except in case of introduction of any new tax by Central/State government, increase in taxes/ levies.
- The price quoted shall be excluding taxes and taxes should be mentioned separately in the financial bid format. In the event of any downward revision of prices including levies/duties etc., the same should be passed on to IFCI Venture.
- If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.
- The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the IFCI Venture and supporting documents and printed literature shall be written in English.

## **CHAPTER 2**

### **SCOPE OF WORK**

IFCI Venture is seeking proposals for migration to and implementation of Microsoft's 365 hosted environment from the existing 2007 Exchange email system. All work must be completed in accordance with all applicable standards. Proposed Scope of work are as below:

- Create New Tenant in Microsoft 365 Portal;
- Domain validation using TXT records;
- Assign the corresponding License on Microsoft 365 portal for all users;
- Create a list of mailboxes to migrate;
- Connect Microsoft 365 to your email system;
- Mail migration by using Stage of 60 users (Mailbox batch migration);
- Convert on-premises mailboxes to mail-enabled users so that migrated users can get to their email;
- Final Migration job run before MX records move to Microsoft 365;
- Create all DNS records on Microsoft 365 portal;
- Route the email directly to Microsoft 365;
- Delete the staged migration batch;
- Decommission the Exchange 2007 server;

The project should provide IFCI Venture with a hosted and secure Microsoft 365 solution and coordinating licensing and support, as detailed in this document. Based on the contents, the vendor shall be required to independently arrive at the Methodology, based on globally acceptable standards and best practices,

suitable for IFCI Venture. The Vendor shall be responsible for successful implementation of the solution at IFCI Venture premises.

## **A. Deliverables and Project Goals:**

### **1. Microsoft 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.
- Recommend an effective communications and training plan for IFCI Venture users based on best practices.
- Identify mailbox size and item counts that will be migrated to Microsoft 365.
- Networking and Naming Services Planning.
- Determine required tasks for configuring network and DNS.
- User Identity and Account Provisioning Planning.
- Exchange Online Planning.
- Develop migration strategy.
- Determine mail-enabled applications and plan for configuration.
- Conduct bandwidth assessment to calculate migration velocity for mailbox data.
- Microsoft 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.

### **2. Migration Preparation**

- Exchange online service configuration.
- Develop migration strategies for Microsoft 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. 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 Microsoft 365 messaging services, including administrator activities.

### **3. Migration and Cutover**

- Assign licenses to users.
- Migrate and synchronize mailbox data to exchange online.
- Migration of Public Folders, if any.
- Migration of the retention policy.

- Perform post-migration end-to-end testing of Microsoft 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.

#### **4. Administrator Training, Documentation and Knowledge Transfer**

- Onsite training of IT staff for:
  - a. Administration Microsoft 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 IFCI Venture's retention and compliance policies.
  - d. Responding to e-discovery and legal hold requests.
- Microsoft 365 administration best practices, including roles-based controls and separation of duties.
- Creating reports for activity, performance, health and access:
  - 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. End User Documentation, Knowledge Transfer, and Training**

- General end-user documentation and training on the new Microsoft 365 messaging environment, including OWA.
- General end-user documentation on archive, archive policies and, retention policies.

#### **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 provide support onsite through qualified professional of Microsoft 365 during the tenure mentioned at Chapter 3 Point A.3, for providing requisite support to IFCI Venture users. 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 document. Non-adherence to resolution matrix will be considered as breach of SLA and dealt as per terms of this document.
- Supporting users on Microsoft 365 usage
- Training users on Microsoft 365 tools
- Weekly support reporting
- Quarterly service review
- Service provider will provide onsite support throughout the contract period as per resolution matrix.

#### **7. Solution and services**

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

- Vendor will activate some or all modules of Microsoft 365 product suite as per requirement of the IFCI Venture.
- Vendor will implement MS Teams for all users or as decided by IFCI Venture. List of such users will be provided during implementation.

- Any other service/ features added to above plan by Microsoft during the contract period shall be delivered unconditionally and free of cost to IFCI Venture.
- 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.
- IFCI Venture also reserves the right to subscribe to additional licenses under various profiles at the rates being contracted in this document and also surrender a license as per Microsoft Enterprise Agreement. The Solution should be IPv6 Compliant with dual stack compatibility. Subsequent migration to IPv6 to be done, if required, without additional cost to the IFCI Venture.
- The Solution must provide for configurations/filters along with standard MIS Reports.
- Performance Requirements: Solution should provide an uptime of 99.90% and in case of failures, penalty shall be levied on the vendor as per SLA.
- 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.
- Functionality for Self-password reset/Password Management with support to multi factor authentication.
- 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:
  - ✓ Block sensitive content mail from being sent based on policies
  - ✓ Rights-protect sensitive mails at server before sending to recipients based on admin policies
  - ✓ Provide Policy Tips to users to inform policy violations before sensitive data is sent.
- Service provider will enable and configure DLP as per requirement of the IFCI Venture. DLP will be enabled on eligible mailboxes as per license activated on a particular mailbox.
- Ability to use a PC, Mobile/Tablets, laptop etc. for a complete user experience outside the office.
- 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.
- 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 Microsoft 365 services, service health, status of users, tickets, utilisation and usage etc with filtration capabilities.

## **8. 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 IFCI Ventures existing systems/ application (For e.g. in case an application from IFCI Venture wants to send alerts/ automated mails etc.) should be able to integrate with the email system in the proposed solution.
- Audit logs reporting & analysis tool: Log monitoring capabilities to be provided to the IFCI Venture and in case of incidents, security breaches, IFCI Venture has to be notified in near real time. Tools and capabilities to analyse the usage of the licenses/ application/ functionality to be provided.
- 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 IFCI Venture.

## **9. Supply, Deployment and Implementation:**

- The Vendor must Supply, Deploy, Implement the Said Licenses as per IFCI Venture's requirement
- Users and Policy creation (if any) will be covered under Implementation of Microsoft 365 solution.
- Post deployment training must be provided to IFCI Venture's designated official for management Microsoft 365.



- Any other configuration required in implementation of Microsoft 365 must be completed by vendor before proceeding for sign-off.

## CHAPTER 3

### PROJECT SCHEDULE AND PAYMENT TERMS

#### A. PROJECT SCHEDULE

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

Sl. No.	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 02 weeks from the date of Solution delivery.
3	Onsite support	To start immediately after the completion of Implementation, Data Migration, sign-off and Training phase. The services would be for minimum 3 months.
<p><i>* a. Vendor will submit the progress on implementation and migration process on a weekly basis with Service Provider's project team at IFCI Venture, Delhi Office.</i></p> <p><i>b. Post deployment training will be provided to IFCI Venture's designated officials for management of Microsoft 365</i></p> <p><i>c. Any other configuration required to implement of Microsoft 365 must be completed by vendor before proceeding for sign-off</i></p>		

#### B. PAYMENT TERMS

##### a) Payment Terms

- One Time Implementation cost shall be paid after successful completion of the implementation and migration.
- The payments for on-site support (minimum 3 months) services would be made at end of such period.

##### b) 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 for which the services have been delivered, after deducting applicable penalty and TDS/other taxes.

## CHAPTER 4

### OTHER GENERAL CONDITIONS

#### A. Non-Disclosure:

The contents of the proposal and all the project outputs should not be disclosed to any party unless Bidder and IFCI Venture mutually agree in writing to the same. Bidder will not use the contents of this proposal to bid for any other contract.

**B. IFCI Venture's Right to Accept Any Offer and to Reject Any or All Offers:**

IFCI Venture reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s). The IFCI Venture reserves the right to change / add / modify / relax any / all conditions stipulated or increase / decrease items requested as also to accept / reject any / all offers without assigning any reason whatsoever.

The decision of IFCI Venture in selecting the Bidder would be final and conclusive and the IFCI Venture will not entertain any correspondence in this regard.

**C. Liability of the Selected Bidder**

IFCI Venture shall hold the selected Bidder, its Successors, Assignees and Administrators fully liable against any loss or liability, claims, actions or proceedings, arising out of non-fulfillment of any obligations under the Contract.

**D. Publicity**

Any publicity by the Bidder in which the name of IFCI Venture appears, can be done only with the explicit written permission of IFCI Venture.

**E. Force Majeure**

Neither Party shall be liable for any default or delay in the performance of its obligations if and to the extent such default is caused, directly or indirectly, by fires, floods, power failures, Acts of God, act of public enemy, civil commotion, sabotage, wars, insurrections, riots, labor disturbances, strikes, lockouts, go-slow, damage to machinery on account of accident or passing of any statutory order by the eligible authority/ies, prohibiting performance of such obligation by a competent authority; and restrictions of any country affecting the performance of this Agreement or any part hereof. The affected party shall intimate the other party within reasonable time period of such occurrences.

**F. Applicable laws**

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

- **Compliance with all applicable laws:** The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the IFCI Venture about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender.
- **Penalty for deficiency in Services:** In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the IFCI Venture, penal action including but not limited to debarring for a specified period and/or stopping of all payments under the Agreement may also be initiated as per policy/discretion of the IFCI Venture.

**G. Termination for Insolvency**

IFCI Venture may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes Bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IFCI Venture.

**H. Termination of Contract**

IFCI Venture without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Bidder for a suitable period in case he fails to honor his bid / contract without sufficient grounds or found guilty for breach of condition /s of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff or in case there are more than 3 penalties on Service Provider in any month. The notice of termination shall specify that termination is for IFCI

Venture's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. IFCI Venture can terminate the service agreement by giving one month's notice in advance to other party. In case, the bidder stops service without notice, IFCI Venture shall have the right to take legal actions against the Bidder as it may deem suitable.

**I. Termination for Default**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or in part if the Bidder fails to perform any other obligation(s) under the Contract.

**J. 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 and TDS / other taxes.

**K. Arbitration/ Dispute Resolution**

In case any disputes arise out of the contract the party shall try to negotiate the same within 30 days of such dispute. In case the matters remain unresolved the same shall be referred to the Arbitration in accordance with Arbitration and Conciliation Act, 1996 after giving the notice of such reference to the other party. The Arbitral Tribunal shall consist of a sole arbitrator, who shall be appointed by IFCI Venture. The venue of the arbitration shall be New Delhi and the language preferred will be English. The award of the Arbitral Tribunal shall be final and binding on the parties. The expenses of arbitration shall be shared equally among both parties.

**L. Jurisdiction**

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

**M. Arbitration and Laws**

Except, where otherwise provided for in the contract, all questions and disputes relating to the meeting of the specifications, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be settled within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party notifies in writing that such dispute or disagreement exists, shall be settled under the Rules of India Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

**N. Unsatisfactory Performance**

The Parties herein agree that IFCI Venture shall have the sole and discretionary right to assess the performance(s) of the Bidder component(s), either primary and or final, and IFCI Venture , without any liability whatsoever, either direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without needing to offer any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not be to the acceptance of IFCI Venture . The Bidder covenants to be bound by the decision of IFCI Venture without any demure in such an eventuality.

**O. Merger/ Acquisition of Bidder**

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

**P. Bidder Utilization of know-how and Personnel for Competitors**

IFCI Venture will request a clause that prohibits the Bidder from using its personnel and any information or know-how gained in this contract, if awarded, for another organization whose business activities are similar in part or in whole to any of those of IFCI Venture anywhere in the country without prior written consent of IFCI Venture.

**Q. Service during the Contract Period**

The Tender(s) of those Bidder(s) who do not have adequate facilities and capabilities to provide comprehensive maintenance support during the contract period shall be summarily rejected.

**R. Confidentiality**

The Bidder shall keep confidential any information obtained under the contract and shall not divulge the same to any third party. In case of non-compliance of the confidentiality clause of this Agreement, the contract is liable to be repudiated by IFCI Venture. IFCI Venture shall further have the right to regulate Bidder staff.

The Bidder shall not divulge to any person handling other divisions, subsidiaries or groups of Bidder and its service support agency any information obtained by it in the course of its execution of its work and all the information gathered by the Bidder shall be treated as professional communication and confidential. Any violation of this clause shall be liable to cancellation of the contact without notice to the Bidder.

**S. Disclaimer**

The information contained in this document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IFCI Venture, is provided to the Bidder on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.

This document is neither an agreement nor an offer and is only an invitation by IFCI Venture to the interested parties for submission of bids. The purpose of this document is to provide the Bidder with information to assist the formulation of their proposals. This document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where necessary obtain independent advice. IFCI Venture makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. IFCI Venture may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document.

\*\*\*\*\*

**Forwarding Letter cum Undertaking**  
(To be submitted on Bidder's letter head)

To

The Deputy General Manager  
IFCI Venture Capital Funds Ltd  
16th Floor, IFCI Tower, 61, Nehru Place,  
New Delhi – 110019

Dear Sir/Madam,

**Subject: Service Provider Vendor for Procurement and Implementation of Microsoft 365 Exchange Solution at IFCI Venture.**

We, M/s \_\_\_\_\_, a company incorporated under the Companies Act, 2013 with its headquarters at, \_\_\_\_\_.

We, hereby certifies that we have more than \_\_\_\_\_ numbers of Microsoft 365 Cloud Service Professionals permanently located in Delhi- NCR office.

This is in reference to your above-mentioned proposal. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with necessary supporting documents as desired by IFCI Venture.

Further, we agree, that IFCI Venture reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

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

We further undertake and confirm that we are not be involved in any litigation which threatens solvency of company.

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

We undertake and confirm that our company comply with Indian labour laws and we have NOC services in India.

We also submit the escalation Matrix as below starting from the person authorized to make commitments to IFCI Venture till the person in rank of CEO / VP:

<b>Name</b>	<b>Organization</b>	<b>Designation</b>	<b>Mobile</b>	<b>Phone</b>	<b>Email address</b>

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

Date:...../...../2021

Authorized Signatory.

Name:

Designation:

Organization Seal:

**FINANCIAL / COMMERCIALS FORMAT**

To

The Deputy General Manager  
 IFCI Venture Capital Funds Ltd  
 16th Floor, IFCI Tower, 61, Nehru Place, New Delhi – 110019

**Subject: Financial / Commercial****I. Total Solution Cost (for a period of 1 year)***(Amount in INR)*

S. No.	User Profile	Microsoft 365 Plan additional features, 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]
1	Profile-1	Microsoft 365 Business Basic	30					
2	Profile-2	Microsoft 365 Business Premium	22					

S. No	Description	Total Cost excl. taxes	Applicable Taxes	Total Cost Incl. Taxes
1	<b>One time Implementation &amp; Roll out Cost (Implementation, Data Migration &amp; Training Cost)</b>			

**II. Total Support Cost-**

S.No.	Description	Total Cost excl. taxes	Applicable Taxes	Total Cost Incl. Taxes
1	Onsite support cost for minimum <i>3 months after signoff</i>			

Vendors are requested to please make note the following:

- Price for all the components will be considered for evaluation of commercials.
- Rates quoted here in towards Solution Cost and for Future Cost are valid till the end of the contract.
- Post expiry of contract, the existing service contract may be renewed at discretion of IFCI Venture on the same terms and condition.
- All the rates must be quoted in INR.
- Conditional commercials would be rejected.
- No separate price structure/format will be accepted.

Authorized Signatories

(Name & Designation, seal of the company)

Date