

NATIONAL HEALTH SYSTEMS RESOURCE CENTRE

(NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi - 110067)

FILE NO-NHSRC/11-12/Tenders/01/PF (2)

Tender for Supply and support of Microsoft 365 Licenses

On behalf of the Executive Director, NHSRC, the indenter, tenders are invited for hiring in a two bid from reputed, experienced professional service providers for Tender for Supply of Microsoft 365 Licenses for NHSRC by agencies subject to terms and conditions of the contract notified in the tender document available on the official NHSRC website www.nhsrcindia.org for use in the NHSRC NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi-110067.

ABOUT NHSRC

The National Health Systems Resource Centre (NHSRC) is a registered Society under the Ministry of Health & Family Welfare, Government of India to provide technical assistance to the central & state government. It was established on 8th December 2006 as a Society under Societies Registration Act XXI of 1860. Its mandate is to assist in policy and strategy development in the provision and mobilization of technical assistance to the states and in capacity building for the Ministry of Health and Family Welfare (MoHFW) at the centre and in the states.

National Health Systems Resource Centre (NHSRC) worked as a technical support wing of the Ministry of Health & Family Welfare, Govt. of India. NHSRC acts as a nodal agency for channelizing the Technical Assistance (TA) to central and state governments for effectively implementing the NHM, with a specific focus on health system strengthening, capacity development & comprehensive Primary Healthcare. The Key technical areas of NHSRC are Community Processes, Healthcare Financing, Healthcare Technology, Human Resources for Health, Public Health Administration, and Quality Improvement in Healthcare.

It has a 23-member Governing Body, chaired by the Secretary, MoHFW, Government of India with the Mission Director, NHM as the Vice Chairperson of Governing Body and the Chairperson of its Executive Committee. Of the 23 members, 14 are ex-officio senior health administrators including four from the states, and 9 are public health experts from academics and civil society with the Executive Director, NHSRC who is the Member Secretary of both the Governing Body and the Executive Committee. NHSRC's governing body meets sanctions on its annual work agenda and its budget.

The detailed terms and conditions of the tender may be downloaded from the NHSRC website <https://nhsrcindia.org/> and the same shall be read as part and parcel of this tender.

SCHEDULE TO BE INVITATION:

Tender - Start Date	1000 Hrs. on 11-December-2024
Tender document download/Sale start date/time	1000 Hrs. on 11-December-2024
Pre-Bid Meeting	1430 Hrs. 20-December-2024
Last date and time for receipt of bids	1700 Hrs. 31-December-2024
Date and time for opening of the Prequalification- cum-technical bid	1430 Hrs. on 01-January-2025
Service to be provided	Supply and support of Microsoft 365 Licenses
Period/Extension of contract	One year from the date of award the contract with an option of extension for a further period of up to three years on the Mutual Consent (subject to continuation of NHSRC)
Validity of tender offers	180 days from the date of opening of prequalification - cum-technical bid
Performance Security Deposit (Only for finalized bidder)	3% of the contract value

INSTRUCTIONS FOR SUBMITTING PROPOSAL

- Part A (Technical Proposal) and Part B (Commercial Proposal) must be submitted in separate documents. Please do not include any price information in Part A. The cover of the envelope should be clearly named as “Tender for Supply and support of Microsoft 365 Licenses Technical Proposal” and “Tender for Supply and support of Microsoft 365 Licenses COMMERCIAL PROPOSAL” separately. Both envelopes are to be kept together in one SINGLE SEALED ENVELOPE and envelope should be named as “Tender for Supply and support of Microsoft 365 Licenses”
- The document shall be sent in a sealed envelope **EITHER** by post to ‘The Principal Administrative Officer, National Health Systems Resource Centre, NIHF, Baba Gangnath Marg, Munirka, New Delhi -110067’ **OR** physically kept in the tender box (named “Tender for Supply and support of Microsoft 365 Licenses”) placed at NHSRC.

3. Any delay in the timely submission of the proposal through the post, or any other cause, will not be considered by NHSRC and will be deemed rejected.

Both Technical and Commercial proposals shall include a self-declaration as specified under section, “Bidder Declaration ([Annexure-I](#))”.

4. For bidders Participating-

- a. The bidders or their authorized representatives need to send an e-mail to The Principal Administrative Officer, National Health Systems Resource Centre at “it.support@nhsrcindia.org” intimating their confirmation for participation in pre-bid and bid opening meeting. This will ensure that only one authorized person is participating, and accordingly, needful arrangements can be done.
- b. The offers shall remain open for acceptance for 180 days from the date of opening of the Technical Bid. Any Service Provider not keeping offers open for the prescribed period; the same shall be summarily rejected.
- c. If the date of opening of the tender is declared as holiday the tender will be opened on the next working day at the same time and venue.
- d. Incomplete offer/offers not conforming strictly to the manner prescribed /offer not submitted on prescribed tender form or late/delayed tender shall not be considered and stand summarily rejected.
- e. The offers submitted would be governed by all the terms & conditions laid down in the prescribed tender form in addition to the terms & conditions indicated herein.
- f. NHSRC reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or scrap the tender enquiry at any stage without assigning any reason and NHSRC will not be liable for any costs and consequences incurred by the intending Service Providers.
- g. NHSRC reserves the right to accept or reject any or all of the bids in full or in part including the lowest, without assigning any reasons, thereof or incurring any liability thereby.

5. Address For Correspondence:

For all purpose of this contract the address of the Service Provider mentioned in the tender shall be the address to which all communications to the Service Provider shall be sent, unless the Professional Service Providers has notified a change by a separate letter sent by Registered Post with Acknowledgement-Due. The Professional Service Providers shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

6. Right to Award Tender:

NHSRC reserves the right to award tender in accordance with Gov rules on the subject

7. Regular Inspection of Website

Prospective bidders are advised to visit NHSRC website <https://nhsrcindia.org/>. on regular basis for any change in schedule like amendment / corrigendum in Tender Document including technical requirement and pre-bid minutes etc.

ELIGIBILITY CRITERIA

The firm should:

- a. An authorized partner of Microsoft and should be able to provide after-sales service/support. Documentary proof of partner authorization should have to be submitted as part of the bid
- b. Have an office in Delhi-NCR. The bidder must submit duly sealed & signed copies of necessary documents like PAN, GST, proof of Address, authorized signatory etc. along with the Proposal.
- c. Be registered under the Company's Act and should have experience of at **least Three years** in field service and support with Microsoft 365.
- d. Be registered with Sales and Service Tax Authorities with respective State Government /Government of India (As applicable)
- e. Have the capability for Providing Licenses and support to the government agencies (proof of experience need to be attach)

If the firm meets the above technical requirements, they may apply in the financial bid proforma placed as Appendix-II

PRE-BID MEETING

A pre-bid meeting will be held in the Conference Room of National Health Systems Resource Centre, Baba Gangnath Marg, Munirka, and New Delhi 110067 at 14:30 Hrs. 20-December-2024 for clarifications required on any aspect pertaining to the Tender Document.

PENALTY CLAUSE

Sl. No.	Description	Response Time	Resolution Time	SLA
1.	Support Call	4 hours	24 hours	As per MeITY Guideline
2	Service Call	4 hours	five working days	As per MeITY Guideline

PAYMENT TERMS

Payment will be released only after Reflection of License in NHSRC's Microsoft Admin Panel within two weeks after submission of tax Invoice after statutory deductions applicable.

SCOPE / OBJECTIVE / DELIVERABLES OF THE CONTRACT:

Licenses:

SI. No	Item & Minimum Specification	Qty.
01	Microsoft Office 365 Business Standard (1 Year Subscription)	180
02	Microsoft Office 365 Business Basic (1 Year Subscription)	130
03	Microsoft Exchange online Plan-2	7

Note: Additional Licenses will be asked to provide on prorate basis as and when required at same terms and conditions

Support (Ongoing Assistance):

agency should provide helpdesk support as and when required with no additional cost.

TERMS & CONDITIONS

1. Only a hard copy of the proposal shall be accepted. All pages of the proposal shall be sealed & signed by the authorized signatory of the bidder. Only sealed proposals will be accepted.
2. The quantity of the license is tentative, and the actual quantity may increase/decrease and final quantity will be mentioned in the work order. List of tentative licenses with effective date is mentioned below.

SI. No.	License Renewal Date	Microsoft 365 Business Standard	Microsoft 365 Business Basic	Microsoft Exchange online Plan-2
1	27-03-2025	180	130	7
Total		180	130	7

3. The selected bidder must supply the licenses on the renewal date of the license so that service is not interrupted. Moreover, the successful bidder shall be also responsible for providing after-sales support.
4. NHSRC reserves the right to cancel/reject/terminate/amend the limited tender at any stage without assigning any reason thereof. Bid submitted after the last date/time of submission, incomplete documents and ineligible bid shall be rejected. The decision taken by NHSRC shall be final and binding.
5. NHSRC is not bound to accept the lowest bidder or any proposal. We also reserve the right to request any, or all, of the Bidders to meet with us to clarify their proposal.

6. The final decision for approval/ rejection of the Bid of the Bidder at any stage of evaluation shall lie solely with NHSRC and NHSRC shall be under no obligation to disclose the reasons for the same to the Bidder
7. The regular violation of effective compliance of the terms of this EOI/ MoU or Work Order, may result in cancellation of the empanelment of the Bidder with NHSRC and forfeiture of the Performance Bank Guarantee.
8. The bidder should be agreeable to provide all necessary functional and technical documentation required by NHSRC from time to time.
9. Conflict of Interests shall be disqualified.
10. NHSRC shall have the right to change the terms & conditions /cancel the tendering process at any time, without thereby incurring any liabilities to the affected bidders. Reasons for changing the terms & conditions / cancellation, as determined by NHSRC in its Sole discretion including but are not limited to the following:
 1. Services contemplated are no longer required
 2. Scope of work not adequately or clearly defined due to unforeseen circumstance and or factors and/ or new developments
 3. The project is not in the best interest of NHSRC
 4. Any other reason

BLACKLISTING

- The Bidder should not have any actions, suits, proceedings or investigations pending or to their knowledge threatened against them at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute their inability to perform their assignment(s) as per this Eoi.
- The Bidder should not be blacklisted by any Central/ State Government, / agency of Central/ State Government of India or any other country / Public Sector Undertaking/ any Regulatory Authorities in India or any other country for any kind of fraudulent activities.
- At any stage, in case it is found that the Bidder has deliberately misrepresented or provided false information to NHSRC, NHSRC reserves the right to blacklist the said Bidder for a period of not less than 5 years from the date of receipt of such decision to the Bidder in writing, from participating in future Bids/ projects, from the date of receipt of such decision to the Bidder.
- The bidder must not debarred or blacklisted now or in the past and the bidder does not have any ongoing litigations now and there have been no litigation pending with Government of India/ States / UTs / PSUs / Autonomous Bodies / Professional Organisations / and others.

DISCLAIMER

The close relatives of NHSRC personnel are prohibited from participation in this tender.

The close relatives for this purpose are defined as:

- Members of a Hindu Undivided Family.
- The one is related to the other in the manner as wife or husband, father, mother, sons(s), son's wife (daughter-in-law), Daughter(s) and daughter's husband (son-in-law), brother (s) and brother's wife (Sister-in-law), sister(s) and sister's husband (brother-in-law)
- Indemnification
- The Bidder hereby undertakes that NHSRC shall not be liable for or in respect to any damages or compensation payable to any of its employee, associate, agent or contractor or sub-contractor. The Bidder shall indemnify and keep indemnified the NHSRC against all such damages and compensation, all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- The Bidder shall indemnify and keep indemnified NHSRC for any losses/ penalties as may be levied upon the Bidder, by any judicial/ statutory/ administrative authorities/ Court of law, on account of violation of any law/ rule/ regulation/ condition etc. attributable to the Bidder/ its agents/ or any other person in its employment of or any of its contractors/sub-contractors.
- The Bidder shall indemnify and keep indemnified NHSRC for any losses/ penalties as may be levied for any losses/ penalties as may be levied upon it, by any judicial/ statutory/ administrative authorities/ Court of Law, on account of violation of any law/ rule/ regulation/ condition/ infringement of Intellectual Property Rights, etc. attributable to the Bidder/ its agents/ its Affiliates or any other person in its employment or any of its contractors/ sub-contractors, while providing its services herein.

JURISDICTION:

- The agreement shall be deemed to be governed by laws of India and concluded at New Delhi. The parties agree that only courts in the Government of National Capital Territory of Delhi shall have jurisdiction in the event of any dispute whatsoever, during the currency of the agreement. No other court shall have jurisdiction in such a matter.

ARBITRATION:

All disputes and differences of any nature arising out of this agreement, whether during it terms or after expiry thereof or proper termination as the case may be, shall be resolved amicably/mediation in the first instance by mutually agreed with both parties.

- Unresolved differences or disputes shall be settled by Arbitration where a sole Arbitrator

shall be appointed by the Client and his decision shall be final and binding.

- Either Party shall give to the other Party written notice of the dispute, setting out its nature and full particulars, together with relevant supporting documents.
- On service of the dispute notice, the concerned person of each Party shall attempt in good faith to resolve the dispute.
- The sole Arbitrator shall go through the dispute and decide the dispute between the parties as per the provisions of the contract. The decision of the arbitrators shall be final and binding upon the Parties. The venue of arbitration proceedings shall be Client office. The language of the arbitration and the award shall be English.

CONFIDENTIALLY

- For all purposes of this Agreement, the term “Confidential Information” shall collectively refer to all non-public information or material disclosed or provided by NHSRC to the Bidder or vice-versa, either orally or in writing, or obtained by the recipient Party from a third party or any other source, concerning any aspect of the business or affairs of the other Party or its “Affiliates”, including without limitation, any information or material pertaining to products, formulae, specifications, designs, processes, plans, policies, procedures, employees, work conditions, legal and regulatory affairs, assets, inventory, discoveries, trademarks, patents, manufacturing, packaging, distribution, sales, marketing, expenses, financial statements and data, customer and supplier lists, raw materials, costs of goods and relationships with third parties. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by the recipient Party which contain, reflect or are based, in whole or in part, on the Confidential Information.
- Notwithstanding the foregoing, Confidential Information shall not include information or material that: is publicly available or becomes publicly available through no action or fault of the recipient Party;
- was already in the recipient Party’s possession or known to the recipient Party prior to being disclosed or provided to the recipient Party by or on behalf of the other Party, *provided*, that, the source of such information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing Party or any other Party with respect thereto,
- was or is obtained by the recipient Party from a third Party, *provided*, that, such third Party was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing Party or any other Party with respect to such information or material, or is independently developed by the recipient Party without reference to the Confidential Information.
- Both Parties shall keep strictly confidential and shall not disclose, or cause or permit to be disclosed, to any person or entity, any confidential information or the fact that it

has received the Confidential Information and related thereto, except to those officers, employees or other authorized agents and representatives and professional consultants of Third Party to whom disclosure is reasonably necessary in connection with the execution of work assigned, and except as otherwise consented to in writing by the other Party. Both Parties shall take all actions reasonably necessary to ensure that the Confidential Information remains strictly confidential and is not disclosed to or seen, used or obtained by any person or entity except in accordance with the terms of this EoI.

Kindly submit your bid proposal along with the necessary supporting documents in a sealed envelope by December 30, 2024, to the address listed below. Proposals received beyond the date specified will not be entertained.

To Be Attached with The Tender for Technical Evaluation

1. Tender document and terms & conditions (each page) duly filled, signed and stamped by the Bidder along with the supporting Documents.
2. Certificate of authorized partner of Microsoft
3. Registration certificate from appropriate authority.
4. Experience Certificate as per eligibility criteria mentioned
5. Copy of PAN number issued by the Income-tax department.
6. Copy of GSTIN
7. (i) The two sealed envelopes containing technical bid (**Appendix-I**) and financial bid (**Appendix-II**) respectively should be placed in one covering envelope and sealed.
(ii) The technical bid should not contain any indicating of price offered; else the entire bid will be rejected.
8. A certificate as per **Annexure I** stating that the bidder has accepted the terms and condition of NHSRC and thus given the Declaration.
9. A certificate as per **Annexure II** stating that the bidder has not been / is not blacklisted / debarred. The Bidder has not been / is not involved in litigation or any legal proceedings.

UNDERTAKING**Declaration by the Bidder**

I/We _____ hereby declare that:

- 1.) I/We am/are an IT Firm engaged in providing Microsoft Licenses and support, recognized by the Govt. of India/State Govt./Any other reputed Public Institution/Body have examined the above-mentioned tender document including amendment/corrigendum (if any) the receipt of which is hereby confirmed.
- 2.) I/We do hereby offer to provide the aforesaid services at the prices and rates mentioned in the price bid.
- 3.) I/We agree to abide by my/our offer for a period of _____ days from the date of opening of the tender.
- 4.) I/We have carefully read and understood all the Terms and Conditions of the tender and shall abide by them.
- 5.) I/We agree for all the clauses and payment terms & conditions of this tender enquiry. In case any condition put forth by us is against the terms & conditions of tender, the same shall be treated as to be having no affect whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any.
- 6.) I/We agree that in the event of any dispute or differences, the decision of the Executive Director, NHSRC New Delhi shall be final and binding on me/us.
- 7.) The tender document has been downloaded from the official website i.e. www.nhsrcindia.org and/or tender website in for bidding purpose and is a true copy of the original.
- 8.) I/we hereby undertake that none of my relative (s) as defined in Disclaimer Clause of Annexure I is/are employed in NHSRC.

Signature of Bidder

(Prop. / Partner/ Authorized Signatory)

Name & Address with Seal of the firm

SELF-DECLARATION – NO BLACKLISTING {to be filled by the bidder}

To,

{Tendering Authority},

_____ ,

_____ ,

In response to the Tender No. _____ dated _____ for Empanelment of Agencies on Agreed Financials, as an Owner/ Partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU. If this declaration is found to be incorrect then without prejudice to any other action that may be taken and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

(To be kept in cover superscribed 'A'- Technical Bid)**TECHNICAL BID**

Parameters	
<p>1. Name of the owner/firm/Trust etc. with correspondence/ permanent address</p> <p>I. Permanent Address</p> <p>II. Correspondence address</p> <p>III. Phone number and FAX number</p> <p>IV. E-mail address</p> <p>V. Website address</p>	
<p>2 Details of Registration:</p> <p>Regn No.</p> <p>Registered Office:</p>	
<p>3. PAN</p>	
<p>4. Whether following documents furnished:</p> <p>1. Tender document and terms & conditions (each page) duly filled, signed and stamped by the Bidder along with the supporting Documents.</p> <p>2. Certificate of authorized partner of Microsoft</p> <p>3. Registration certificate from appropriate authority.</p> <p>4. Copy of PAN number issued by the Income-tax department.</p> <p>5. Copy of GSTIN</p> <p>6. Annexure I – Undertaking</p> <p>7. Annexure II–Declaration - Backlisting</p>	<p>(Mention Yes or NO as applicable)</p>

Signature of Tenderer / Authorized Signatory

(To be kept on Cover Subscribed 'B' – Financial Bid)**FINANCIAL BID**

I/we hereby quote rates as under.

S. No	Item	qty	Rate Per Qty	Sub Total (exclusive of all taxes)	All applicable Taxes	Total Amount (inclusive of all taxes)
1	Microsoft Office 365 Business Standard (1 Year Subscription)	180				
2	Microsoft Office 365 Business Basic (1 Year Subscription)	130				
3	Microsoft Exchange online Plan-2 (1 Year Subscription)	7				
	TOTAL					

- The cost quoted shall not be liable to change and shall be firm and final.
- Prices are exclusive of GST and other applicable taxes if any