



Renewal of Microsoft licenses

Request for Quotation (RFQ)

(January 23, 2022)

RFQ: ReBIT/CPO/2022-23/146/061

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**Reserve Bank Information Technology Pvt. Ltd.
502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai – 400706**

Disclaimers and Disclosures

ReBIT has prepared this document to give background information to geed parties for participating in this RFP. While ReBIT has taken due care in the preparation of this RFQ document and believes it to be accurate, neither ReBIT nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The information is not intended to be exhaustive.

Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by ReBIT in submitting a bid. The information is provided on the basis that it is non-binding on ReBIT or any of its authorities or agencies or any of their respective officers, employees, agents or advisors. ReBIT reserves the right to modify the requirements as well as add or delete, as the case may be, to meet ReBIT's requirements at any point of time. ReBIT reserves the right not to proceed with the RFQ, to alter the Schedule of Events reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest. ReBIT reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. ReBIT does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the tender without assigning any reason whatsoever. ReBIT also has the right to re-issue the tender without the Bidder having the right to object to such reissue.

The proposal in response to RFQ should be signed and submitted by a person duly authorized to bind the Bidder to the details submitted in the proposal. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered by the competent authority to sign the necessary documents and bind the bid. All pages of the bid documents are to be signed by the authorized signatory.

This RFQ is neither an offer from ReBIT nor does it constitute any binding obligation or commitment on ReBIT. This RFP is only a document that invites interested parties to, on a non-exclusive basis, express an interest with no obligation, commitment or liability of any manner devolving on ReBIT, either on account of the issue of this RFQ to the interested parties, or upon receipt of any response from the interested parties thereto, or any meetings or presentations made. All expenses incurred by the interested parties as a result of responding to, or further to this RFP, are to their own account and ReBIT will not be liable in this respect whatsoever. No reimbursement of cost of any type will be paid to persons or entities proposing a solution.

Please note that any part or the whole of information, directly or indirectly learnt, for any other purpose, other than for conducting work under the ambit of the RFQ issued by ReBIT is not authorized. Any clarification sought can be mailed to email address specified in the RFP included in this document. All clarifications sought should be concluded prior to the last date of submission of queries specified in the RFP.

Schedule of Events

Tender inviting authority	Reserve Bank Information Technology Pvt. Ltd. (ReBIT)
RFQ BID reference number	RFQ: ReBIT/CPO/2022-23/146/061
Purpose of RFQ	Renewal of Microsoft licenses
Method of selection	Selection will be based on Least Cost Method
Availability of RFQ documents	<p>January 23, 2023</p> <p>RFP document shall be available on CPP Portal (URL: https://eprocure.gov.in/eprocure/app) and ReBIT's website (URL: https://rebit.org.in/procurement). Bidder shall refer Annexure - P: Instructions to Bidder for Online Bid Submission.</p>
Last date and time for submission of pre-bid queries	<p>January 25, 2023 up to 12:00 Hrs</p> <p>Queries should be submitted in the format prescribed in Annexure - E of this RFQ and sent to procurement@rebit.org.in.</p>
Pre-bid meeting	<p>January 25, 2023 up to 16:30 Hrs</p> <p>Through Video conferencing. The video conferencing link will be shared with those bidders who are interested to participate in the meeting.</p> <p>The bidders who are interested to participate in the pre-bid meeting are requested to send an e-mail request for the same with their details at procurement@rebit.org.in along with their queries, if any, as per the last date and time specified above for submission of the pre-bid queries.</p>
Date of communication of responses to pre-bid queries and corrigendum, if any	<p>January 27, 2023 through CPPP and ReBIT's website (URL: https://rebit.org.in/procurement) and CPP e-procurement portal (URL: https://eprocure.gov.in/eprocure/app)</p>
Last date and time for bid submission (on or before)	<p>February 13, 2023 up to 12:00 Hrs through CPP e-procurement portal (URL: https://eprocure.gov.in/eprocure/app)</p>
Bid opening	<p>February 14, 2023 at 13:00 Hrs through CPP e-procurement portal (URL: https://eprocure.gov.in/eprocure/app)</p>
Proposal validity	Proposals must remain valid up to 180 (One hundred and eighty) days from the last date of submission
Name and address for communication	<p>Head CPO (Centralised Procurement Office), Reserve Bank Information Technology Private Limited, 502, Building No 1, Mindspace Juinagar, Nerul, Navi Mumbai – 400706 Phone No: 022 50233100 / 50233139 Email: procurement@rebit.org.in</p>

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1. About ReBIT

Reserve Bank Information Technology Private Limited (ReBIT) has been set up by the Reserve Bank of India (RBI), to take care of the IT requirements, including the cyber security needs of the Reserve Bank and its regulated entities. ReBIT will act as a catalyst for innovation, big systems and new ideas apart from having the capability to guide the regulated entities in the IT areas of their operations as also for ReBIT’s IT related functions and initiatives. Given the need for interoperability and cross-institutional cooperation, ReBIT will effectively participate in setting up of standards to strengthen Reserve Bank’s role as regulator. ReBIT is a 100% wholly owned subsidiary of the RBI.

2. Objectives of the RFQ

ReBIT intends to renewal of existing Microsoft licenses for its operations from OEM-Microsoft /Authorised Resellers and vendors who have participated for similar requirements in past to ReBIT.

3. Invitation of Tender Bids

This RFQ is an invitation for responses from eligible bidders only. No contractual obligation on behalf of ReBIT whatsoever shall arise from the RFQ process unless and until a formal contract is signed & executed by duly authorized official of ReBIT and the successful Bidder. However, until a formal contract is executed, this RFQ together with ReBIT’s written acceptance & notification of award shall constitute a binding contract with the successful Bidder.

Bidder(s) are expected to examine all instructions, forms, terms, specifications, and other information in the RFQ document. Failure to furnish any information required by the RFQ document or to submit a bid not substantially responsive to the RFQ document in every respect will be at the Bidder’s risk and shall result in the rejection of their bid. The procedure and terms & conditions for submission of bid are enumerated in this RFQ.

4. Scope of Work

The details for renewals of Microsoft Products licenses are as mentioned in table below:

Sr. No.	Product	Item Description/Specifications/Renewal period	Quantity in nos.
1	Microsoft 365 Apps for Business	Microsoft 365 Apps- Outlook, Word, Excel, Powerpoint, OneNote etc (Period- February 23, 2023 to 31 st March 2024*)	300
2	Microsoft Visio Online Plan 2	Period- February 23, 2023 to 31 st March 2024*	12
3	Microsoft Project Plan 3	Period- February 23, 2023 to 31 st March 2024*	12
4	Microsoft Business Standard Licenses	Period- February 23, 2023 to 31 st March 2024*	150

* *All Subscriptions shall be as per mentioned period to align to co-terminus license arrangement.*

5. Selection Process

The contract will be awarded to the successful bidder whose bid is determined to be most responsive and has been evaluated to be the lowest commercial (L1).

The decision of ReBIT shall be final, in this regard. any misrepresentation of facts may lead to outright rejection of the Bid.

6. Bid Security/ EMD

Bidders should deposit bid security of **₹60,000/- (Sixty Thousand Only)** in the form of a demand draft in favour of Chief Executive Officer, Reserve Bank Information Technology Pvt. Ltd., payable at Mumbai or a Bank Guarantee issued from Scheduled Commercial Bank. Bank Guarantee should be valid for minimum 6 months from the date of issuance of RFQ with claim period of one month.

The scanned copy of DD/ BG should be submitted along with technical bid and the original DD/BG shall be couriered to the below address so as to reach us on or before the date of opening of technical bid:

To,
The CEO,
Reserve Bank Information Technology Pvt. Ltd.
502, Building No 1, Mindspace Juinagar, Nerul,
Navi Mumbai – 400706

The failure or omission to deposit or keep deposited the Earnest Money shall disqualify the Bidder.

No interest shall be payable by ReBIT in respect of the EMD amount.

The EMD is refundable after signing of the contract and furnishing Performance Bank Guarantee (PBG) for successful bidders.

The EMD of an unsuccessful Bidder shall be refunded within 30 days after the final decision on the Bids or on expiry of the bid validity period whichever is earlier.

The unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning the bid security amount.

Micro & Small Enterprises (MSE) units are exempted from payment of EMD and tender fee provided the products and/or services they are offering, are manufactured and/or services rendered by them. Exemption as stated above is not applicable for selling products and/or services, manufactured/ rendered by other companies. Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

MSEs and Start-ups are required to submit a "**Bid Security Declaration**" where the bidder must accept that if the bid is withdrawn or modified during the period of validity etc., then the bidder will be suspended for a period as decided by ReBIT.

The Earnest Money Deposit (EMD) may be forfeited:

- If the successful bidder withdraws/revokes offer or modifies/changes the same.

- If the successful bidder fails to submit the Performance Bank Guarantee within the stipulated period. Additionally, ReBIT at its discretion may also cancel the contract awarded to the selected Bidder without giving any notice.
- If the successful bidder makes any statement or encloses any form/document which turns out to be false/incorrect/misrepresentation at any time during the RFQ / Contract finalization of successful bidder / signing of the contract.
- Where the Bidder, withdraws after opening of Part I / Technical Bid at any time before finalization of successful bidder without any satisfactory / valid reasons. If any technically qualified bidder fails to login into the Reverse Auction portal, where applicable, then the same will be treated as withdrawal of the Bid.
- If the bidder makes any statement or encloses any form/document which turns out to be false/incorrect/misrepresentation at any time during the RFQ process.

7. Two-Part Bid

The Bid shall be submitted in two parts:

Part I: Technical Bid. No price information should be provided in Part-1.

Part II: Commercial Bid

7.1 Part I: Technical Bid

- i. The Technical Bid submitted should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- ii. The following original documents are required to be submitted along with the technical bid:
 - a. Scanned copy of the bid security in the form of a demand draft or equivalent Bank Guarantee from commercial Bank along with the Technical Bid to be submitted online and the original copy of EMD DD/BG.
 - b. The documents as requested in **Annexure – A** are to be submitted.
 - c. All the Annexures should be submitted on letter head of Bidder's company and duly signed with seal of the company. Self-attested photocopies of relevant documents / certificates are to be submitted as proof in support of various information submitted in aforesaid annexure and other claims made by the Bidder.
 - d. The Bidder should ensure that all the annexures are submitted as prescribed by the ReBIT. In case it is not in the prescribed format, it is liable to be rejected.

7.2 Part II: Commercial Bid

The Price Bid must not contradict the Technical Bid in any way and should include the cost of all the items offered. The suggested directive for Commercial offer is as follows:

- i. The Price Bid should be submitted as per **Annexure-H** by way of entering the values in the format (not in handwritten). This must contain all price information, prices should be exclusive of GST (for all products, services, implementation, certificates etc.). However, all the Tax details to arrive the final payable to vendor should be mentioned in Price Bid.
- ii. The Bidders should not offer any options or any conditional offers to the ReBIT while giving the price information. The offer should strictly be in conformity with the items as specified by ReBIT. No additions or deletions to the **Annexure H** is allowed. Any deviations may lead to disqualification of the bid.
- iii. All the prices quoted shall be in Indian Rupees (₹). The quote shall not be subject to any price escalation subsequently. Rate should be quoted against each item separately. Only

- fixed price commercial bids indicating total prices for all the deliverables and services specified in this RFQ will be considered.
- iv. The prices mentioned in **Annexure H** should be CIF ReBIT office, Navi Mumbai.
 - v. ReBIT will not pay any Labour charges for transportation, Road Permit, installation of hardware, items separately. All such costs, if any, should be absorbed in the Total Cost.
 - vi. All out of pocket expenses, travelling, boarding, and lodging expenses for the entire project period and subsequent agreement is included in the prices and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc

8. Pre-Bid Meeting

For the purpose of clarifications of doubts of the Bidders on issues related to the RFQ, ReBIT intends to hold a pre-bid meeting on the date & time as indicated in the RFQ. It may be noted that no query of any Bidder shall be entertained / received after the mentioned date. Queries raised by the prospective Bidder(s) and ReBIT's response will be available at ReBIT website. Only authorized representative of Bidder(s) (maximum two) will be allowed to attend the Pre-bid meeting.

Any modification of the RFQ, which may become necessary as a result of the Pre-bid meeting will be made available by ReBIT exclusively through the issue of a Corrigendum which will be published on ReBIT's website www.rebit.org.in/procurement and CPP Portal.

ReBIT shall not be obligated to respond to any or all of the queries. ReBIT may, at its sole discretion, choose to send responses to the pre-bid queries and / or corrigendum through email or any other means

9. Modification and Withdrawals of bids

No modification in the Bid shall be allowed, after the deadline for submission of Bids. No Bid shall be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

10. Bid Opening and Evaluation Process

- ReBIT will follow a two-step evaluation and selection process.
- Bids of only those bidders who meet the **minimum eligibility criteria** will be considered for price bid evaluation.
- The price bids of only MEC qualified Bidders will be opened on the notified date and time and reviewed to determine whether the price bids are substantially responsive.
- During the period of evaluation, Bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation, if the Bidder does not comply or respond by the date, their bid will be liable to be rejected.
- ReBIT may, at its discretion, waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Wherever

necessary, observations on such minor issues (as mentioned above) ReBIT may conveyed to the Bidder, asking them to respond by a specified date also mentioning therein that, if the Bidder does not respond by the specified date, their bid will be liable to be rejected.

- The Bidder at no point of time can excuse themselves from any claims by ReBIT whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation, etc. as mentioned in this RFQ.
- Bidder with the **Lowest Commercial Bid** will be selected as successful bidder.

11. Technical Bid Evaluation

- The technical bids will be opened by ReBIT online as per the bid opening date and time specified in the RFQ.
- The technical bids will be evaluated for completeness and responsiveness as per **Annexure G - Minimum Eligibility Criteria** and other requisite annexures and documents prescribed in RFQ.
- Initial proposal scrutiny will be held, and proposals will be treated as non-responsive and rejected, if proposals are:
 - Not submitted in the format specified in this RFQ
 - Received without letter of authorisation
 - Non-compliant with any of the clauses specified in this RFQ
 - Have lesser than prescribed validity period
 - Submitted with incomplete information, subjective, conditional offers and partial offers
 - Submitted without the documents required under this RFQ including EMD.
- Eligible technical proposals shall be evaluated by ReBIT according to the technical evaluation process defined in this RFQ. ReBIT may, at its discretion, seek clarifications or ask the Bidder to make technical presentations on any aspect.

12. Delivery/Renewal Period

Timelines for the renewals of Microsoft licences will be strictly as per below table.

Sr. No.	Product Description	Delivery/Renewal timeline
1	Microsoft 365 Apps for Business	Licenses to be renewed from February 23, 2023 to March 31,2024.
2	Microsoft Visio Online Plan 2	Licenses to be renewed from February 23, 2023 to March 31,2024.
3	Microsoft Project Plan 3	Licenses to be renewed from February 23, 2023 to March 31,2024.
4	Microsoft Business Standard Licenses	Licenses to be renewed from February 23, 2023 to March 31,2024.

13. Liquidated Damages (LD)

If Successful Bidder fails to deliver any or all of the Service(s) / Systems or perform the Services within the time period(s) specified in the RFQ, ReBIT shall, without prejudice to its other rights and remedies under and in accordance with the RFQ, levy Liquidated Damages (LD) from payments, which are due to the Successful Bidder. For calculation of LD:

- i. In case of delay by the Bidder in delivery of licenses, the financial Penalty as per the ReBIT's discretion will be imposed on the Bidder at 1% of the total contract value per week of delay, to the maximum of 10% of the total contract value as per the PO between ReBIT and the successful Bidder.
- ii. ReBIT reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by ReBIT to the company.
- iii. Part of week will be treated as a week for this purpose.
- iv. However, ReBIT may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
- v. ReBIT will deduct the amount of liquidated damages from the payment due of the same project from the Successful Bidder. ReBIT may also withhold the amount to be recovered from the payment due from other projects held by the same Bidder.
- vi. Any such recovery or liquidated damages shall not in any way relieve the successful Bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.
- vii. ReBIT reserves the right to condone the delay, if it is not attributable to the successful Bidder.

If the Successful Bidder fails to complete the due performance of the contract / purchase order in accordance with the specification and conditions of the offer document, ReBIT reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

14. Payment Terms

ReBIT will endeavour to make all payments in relation to the software licenses/subscriptions, delivered to it, based on successful delivery & acceptance by ReBIT of products & licenses, within a period of 45 days from the date of acceptance of invoice by ReBIT.

15. Award of Contract

On completion of evaluation of bids, ReBIT will determine the successful Bidder and contract will be awarded accordingly.

However, ReBIT shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. ReBIT reserves the right to make any changes in the terms and conditions of purchase. ReBIT will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.

ReBIT shall award the Contract, subject to approval from the approval authority to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the shortlisted Bidder. Provided further that the Bidder is determined to be qualified to perform the contract satisfactorily and their credentials have been verified.

16. Rejection of Bids

ReBIT reserves the right to accept or reject any Bid in part or in full or to cancel the RFQ process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the ReBIT's action.

17. Confidentiality

The Bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Purchase Order, and the strictest of confidence shall be maintained in respect of such Information. The Bidder has also to agree:

- i. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by ReBIT.
- ii. To only make copies as specifically authorized by the prior written consent of ReBIT and with the same confidential or proprietary notices as may be printed or displayed on the original.
- iii. To treat all Information as Confidential Information.

18. Tender / RFQ Cancellation

ReBIT reserves the right to cancel the Tender/RFQ at any time without assigning any reasons whatsoever.

19. Jurisdiction

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only.

Annexure A: Submission Checklist

Submission Checklist for Technical Bid

The Bidder must ensure that the following have been submitted as a part of the Technical Bid submission process. Failure to provide any of the documents as detailed below could lead to the disqualification of the Bidder from the bid.

The following documents/items need to be submitted:

Items	Submitted (Bidder)	Verified (REBIT)	Page No.
Index of all the documents, letters, signed RFQ etc. submitted in response to this document along with page numbers.	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure B: Proposal Submission Covering Letter	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure C: Self Declaration of Relatives in ReBIT	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure D: Self-Declaration to comply with Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure E: Bidders Query Format	<input type="checkbox"/>	<input type="checkbox"/>	
A copy of board resolution along with a copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.	<input type="checkbox"/>	<input type="checkbox"/>	
Demand Draft / Bank Guarantee towards the Earnest Money Deposit.	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure F: Bidder's Details on Bidder's letter head	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure G: Specific response with supporting documents in respect of Minimum Eligibility Criteria (MEC)	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure I: Specific response with supporting documents in respect of Bidder's Experience	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure K: Manufacturer's Authorization Form	<input type="checkbox"/>	<input type="checkbox"/>	
Annexure O: Confidentiality & Non-Disclosure Agreement	<input type="checkbox"/>	<input type="checkbox"/>	
Copy of the Bid document along with all clarifications released by ReBIT duly stamped and signed on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein. The proposal should be prepared in English in MS Word / PDF format.	<input type="checkbox"/>	<input type="checkbox"/>	

Submission Checklist for Commercial Bid

The following documents need to be provided by the Bidder for the Commercial

Commercial Bid Documents	Submitted (Bidder)	Verified (ReBIT)	Page No.
<p>Annexure H: Commercial Bid Format (in excel format)</p> <p>Note:</p> <ol style="list-style-type: none"> 1. No portion of the commercial bid shall be mentioned/indicated in any form in the technical submission. 2. Rate for every line item must be filled. Bidders need to mention "Rate included" in line items wherever they feel so. The same will then be referred during the invoicing. 3. No deviation from mentioned specification is allowed. 4. No alteration in the mentioned specification is allowed. 	<input type="checkbox"/>	<input type="checkbox"/>	

Annexure B: Bid Submission Form

[Insert: Location, Date]

To,

The Chief Executive Officer
Reserve Bank Information Technology Pvt Ltd. (ReBIT),
502, Building No 1, Mindspace Juinagar,
Nerul, Navi Mumbai – 400706

Dear Sir / Madam,

We, the undersigned, hereby offer to provide professional services for **Renewal of Microsoft Licences** in accordance with your request for proposal dated **January 23, 2023** and our Proposal **ReBIT/CPO/2022-23/146/061**. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal

We hereby declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation contained in it may lead to our disqualification.

We confirm that we have read, understood, and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFQ, and the stated Terms and Conditions.

We agree to abide by this Proposal for the validity as mentioned in the RFQ and our Offer shall remain binding on us and may be accepted by ReBIT any time before expiry of the offer.

We undertake, if our Proposal is accepted, to start the services within the timelines as mentioned in the RFQ from the Contract signature date.

We fully understand and recognize that ReBIT is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that ReBIT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

Having examined the Bid Documents including Annexes, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your ReBIT in conformity with the said Bid Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Bid.

If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Bid Document.

We attach hereto the Bid Response as required by the Bid document, which constitutes my/our bid.

We undertake, if our Bid is accepted, to adhere to the implementation plan put forward in our Bid Response or such adjusted plan as may subsequently be mutually agreed between us and ReBIT or its appointed representatives.

If our Bid Response is accepted, we will obtain a performance bank guarantee in the format given in the Bid Document issued by a scheduled commercial bank in India for a sum mentioned in the RFQ for the due performance of the contract.

This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the goods /products specified in the Bid Response without assigning any reason whatsoever.

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFQ and the related addendums, other documents and if required including the changes made to the original bid documents issued by ReBIT.

ReBIT is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any deviations sought by us, whether orally or in writing, and ReBIT's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

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

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We certify that we have provided all the information requested by ReBIT in the format requested for.

We also understand that ReBIT has the exclusive right to reject this offer in case ReBIT is of the opinion that the required information is not provided or is provided in a different format.

Yours sincerely,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details:

[Please mark this letter with your company seal]

Annexure C: Self Declaration Relatives in ReBIT

(On letterhead of the Bidder)

We certify that below mentioned are the complete details of relatives of our employees working at ReBIT

Sr. No.	Relationship with the employee (Mother/Father/Sister/Brother /Etc.)	Name of Relative	Designation	Department

Annexure D: Self Declaration Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

(On letterhead of the Bidder)
Strictly Private and Confidential

To
The Chief Executive Officer
Reserve Bank Information Technology Pvt Ltd. (ReBIT),
502, Building No 1, MindSpace Juinagar,
Nerul, Navi Mumbai – 400706

[Date]

Dear Sir / Madam,

Sub: *Renewal of Microsoft Licences*

Further to our proposal, in response to the ***Renewal of Microsoft Licences dated January 23, 2023, RFQ # ReBIT/CPO/2022-23/146/061*** (hereinafter referred to as “RFQ”) issued by Reserve Bank Information Technology Pvt Ltd (hereinafter referred to as “ReBIT”) we hereby covenant, warrant and confirm as follows:

1. Full compliance with the provisions of the “the sexual harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against any of our employee within the premises of the ReBIT, the complaint will be filed before the Internal Complaints Committee constituted by the Bidder and the Bidder shall ensure appropriate action under said Act in respect to the complaint.
2. Any complaint of sexual harassment from any aggrieved employee of the Bidder against employee of the ReBIT shall be taken cognizance of by the Regional Complaints Committee constituted by the ReBIT.
3. The Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Bidder, for instance any monetary relief to ReBIT’s employee, if sexual violence by the employee of the Bidder is proved.
4. The Bidder shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
5. The Bidder shall provide a complete and updated list of its employees who are deployed within the ReBIT’s premises.

Yours faithfully,
Authorised Signature [In full and initials]:
Name and Title of Signatory:
Name of Company:
Contact Details:

[Please mark this letter with your company seal]

Annexure E : Bidders Queries Format

Contact Details		
Name of Organization submitting Request (Enter Full Legal Entity Name)	:	
Full Formal Address of the Organization	:	
Tel	:	
Fax	:	
Email	:	
Name & Position of Person submitting Request		
Name	:	
Position	:	

#	Clause no.	Page no.	Clause	Query	ReBIT Response

Annexure F : Bidder's Details

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Proposal Submission]

1. Bidder's Legal Name	<i>[insert Bidder's legal name]</i>
2. Bidder's Country of Registration:	<i>[insert Country of registration]</i>
3. Bidder's Year of Registration:	<i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration:	<i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorised Representative Information Name: Designation: Address: Telephone/Fax numbers: Email Address:	
6. Attached are certified copies of original documents of firm/ company named in 1: o Document evidencing the person(s) duly authorised to commit the Bidder or a Power of Attorney	

Name and Signature of authorised signatory and Seal of Company

Annexure G: Minimum Eligibility Criteria (On Bidders Organisation's Letterhead)

The Bidder may note that the below criteria for is of critical importance and non-adherence to any would lead to disqualification from further bidding process.

Sr. #	Criteria	Minimum Requirement	List of Documents to be Submitted	Compliance status (Yes/No)
1.	Registration Certifications & License	<p>The Bidder must be an entity registered with the Registrar of Companies under Indian Company Act and must provide the following details:</p> <p>a. Details of Registration of the firm /organization - whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc. - Name of Registering Authority, Date, and Registration number, etc.</p> <p>b. GST registration number</p>	<p>a. Copy of Certificate of Incorporation (firm / organization - whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc.) has to be provided.</p> <p>b. Copy of GST Certificate</p>	
2.	Average Annual Turnover	The bidder should have Minimum average annual Turnover of 20 Lakhs in last 3 financial years i.e. 2019-20, 2020-21 and 2021-22	a. Copy of Audited Balance Sheet with Profit & Loss Statements of last three financial years i.e, 2019-20, 2020-21 and 2021-22.	
3.	Net worth	The Bidder should have a positive net worth as on March 31 st in each of the last three (3) financial years, i.e. 2019-20, 2020-21 and 2021-22	b. Certificate from CA must be submitted mentioning Average Annual turnover, positive net worth and positive profit after tax for last three financial years i.e, 2019-20, 2020-21 and 2021-22.	
4.	Profit After Tax (PAT)	The Bidder should have a positive profit after tax in last three (3) financial years, i.e. 2019-20, 2020-21 and 2021-22.		
5.	Manufacturer's Authorization Form (MAF)	Bidder should submit valid MAF - Manufacturer Authorization form that they are authorized Dealer / Distributor / Agents / Partner to supply the quoted OEM products.	MAF to be submitted from OEM in prescribed format as per Annexure - K.	
6.	Legal Liability	<p>a. The Bidder should not be currently blacklisted from any of the government, semi government institutions, public/ private companies etc. in India and abroad.</p> <p>b. The Bidder must warrant that there is no legal action been</p>	<p>a. Self-attested declaration has to be submitted on bidder's letter head.</p> <p>b. Self-attested declaration has to be submitted on bidder's letter head.</p>	

		<p>taken against them for any cause in any legal jurisdiction. If such an action exists and the Bidder considers that it does not affect its ability to deliver the requirements as per the Tender, it shall provide details of the action(s).</p>		
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- All documentary evidence should be duly signed and stamped by the Bidder.

Note: The Bidder should submit relevant documentation supporting the above eligibility/qualification criteria. In case of non-compliance with any of the eligibility criteria mentioned above, the bidder shall be liable to be disqualified without any notice and the bids of the bidder may not be processed further. Any additional / irrelevant document enclosed with the bid, may lead to disqualification.

Authorized Signature

Annexure H – Commercial Bid

The Financial Proposal must provide a cost breakdown. The format shown below is suggested for use as a guide in preparing the Financial Proposal.

(On letterhead of the Bidder)

Total Cost should be calculated in below format.

Sr. No.	Product Description	Qty. in nos.	Unit Cost INR	Total Cost (Excl GST) (Qty X Unit Cost)	GST %	GST Amount	Total Amount (Incl tax) (Total Cost + GST)
1	Microsoft 365 Apps for Business-Renewal	300					
2	Microsoft Visio Online Plan 2-Renewal	12					
3	Microsoft Project Plan 3-Renewal	12					
4	Microsoft Business Standard Licenses-Renewal	150					
	Total Cost						

- Bidder shall submit quote for Subscription Licenses renewal as mentioned in the scope of work for period 23rd February 2023 to 31st March 2024.
- Bidder has to provide the license cost in INR. GST Rates are to be provided separately.
- Subscription License Cost shall be overall cost (of products, licenses, certificates etc.) inclusive of all Taxes (whichever is applicable), however exclusive of GST.
- Bidder shall mention Part Nos / Configuration / Warranty / Guarranty / Support offered by Microsoft for the above items clearly in the proposal note.

Note:

The fees payable by REBIT to Bidder shall be inclusive of all costs such as insurance, taxes (GST, as per the rates applicable), custom duties, levies, cess, transportation, installation, (collectively referred to as "Taxes") that may be levied, imposed, charged or incurred and REBIT shall pay the fees due under this RFQ and subsequent agreement after deducting any tax deductible at source ("TDS"), as applicable. Any variation in Government levies/ GST/ VAT/ cess/ excise/ custom duty etc. which has been included as part of the price will be borne by the Bidder.

Authorised Signature

Annexure K: Manufacturer’s Authorisation Form (MAF)

(To be filled for hardware/ application software / system software/ RDBMS/ any other suites, whatsoever applicable separately)

To,

Procurement - In - Charge
Reserve Bank Information Technology Pvt Ltd (ReBIT)
502, Building No 1, MindSpace, Juinagar,
Nerul, Navi Mumbai – 400706

Dear Sir,

We _____ who are established and reputed manufacturer / developer of _____ having organization at _____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above RFQ / tender.

We hereby extend our full guarantee and warranty for the following software’s / products offered by the above firm in response to ReBIT’s RFQ/ tender and contract for supply, installation, commissioning, services and support for Products & Services as specified in tender / RFQ as per the terms and conditions set out in the document for the purpose.

1. _____
2. _____
3. _____
4. _____

(Please mention the names of the Software, Desktop, laptop, Servers, System Software, RDBMS, any other suites, whatsoever applicable separately)

Yours faithfully,

(OEM’s Authorised Signatory)
(Designation)
(Contact Details & Email Id)

Date:
Place:

Annexure I : Bidder's Experience

(On letterhead of the Bidder)

S.No	Information Sought	Information
1	Client's name	
2	Assignment/Job name	
3	Name and Contact Details of the Client	
4	Scope of Supply/Services as a provided under the contract	
5	Current Status	
6	Duration of Assignment/Job (months)	
7	Approx. value of the contract (in Rupees)	
8	Approx. Value of the assignment/job provided by your firm under the contract (In Rupees)	
9	Start date (month/year)	
10	Completion date (month/year)	
11	Copy of Purchase/ Work Order	
12	Any other Supporting Document	

Signature of Bidder

Date

Place

Annexure N: Bank Guarantee for EMD

TO,
The CEO,
Reserve Bank Information Technology Pvt. Ltd.
502, Building No 1, Mindspace Juinagar, Nerul,
Navi Mumbai – 400706

Dear Sir,

M/s _____ having their registered office at _____ (hereinafter called the “Bidder”) wish to respond to the **[Insert: Title of services]**, self and other associated Bidders and submit the proposal for the same as listed in the RFQ document.

Whereas the “Bidder” has submitted the proposal in response to RFQ, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of (Amount as per the RFQ) (Rupees _____ in words Only) as bid security as required to be submitted by the “Bidder” as a condition for participation in the said process of RFQ.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. Withdraws its bid during bid validity period Refuses to honour commercial bid. ReBIT reserves the right to place order onto Bidder based on prices quoted by them.
2. Refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein.
3. Any other reason for EMD forfeiture mentioned in the RFQ

We undertake to pay immediately on demand, to ReBIT, the said amount of _____ (Rupees _____ Only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFQ document and we shall pay the amount on any Demand made by ReBIT which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed _____ (Rupees _____ Only).
2. This Bank guarantee will be valid up to _____(as per the RFQ) ; and a claim period of one month thereafter and
3. We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the ReBIT, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

Signature

Name

(In Block letters)

Designation (Staff Code No.)

Official address:

(Bank’s Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1 (Signature with Name, Designation & Address)

2 (Signature with Name, Designation & Address)

Annexure O: Confidentiality and Non-Disclosure Agreement Undertaking

(Letterhead of the Bidder)

Strictly Private and Confidential

The Chief Executive Officer
Reserve Bank Information Technology Pvt Ltd. (ReBIT),
502, Building No 1, Mindspace Juinagar,
Nerul, Navi Mumbai - 400706

[Date]

[Salutation]

Confidentiality Undertaking

We acknowledge that during bidding process and contract engagement for the subject RFQ ReBIT/CPO/2022-23/146/061, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean any information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to REBIT and its business that is provided to us at any time before, during or after the implementation.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client.
5. This undertaking shall not prohibit disclosure of Confidential Information:
 - To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for the scope envisaged under this RFP document with your prior written consent;
 - To the extent that such disclosure is required by law, in which case we undertake to duly notify you;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply, in which case we undertake to duly notify you; and
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
 - For the purpose of a disclosure permitted by item 5 above, subject to your prior written consent; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide subject to your prior written consent.
7. This undertaking shall not apply to Confidential Information that:
 - Is in the public domain at the time it is acquired by us;

- Enters the public domain subsequent to our acquisition, otherwise than as a result of unauthorised disclosure by us; and
 - Is independently developed by us.
8. We warrant that we are acting as principal in this matter and not as agent or broker for any person;

We have read this Agreement fully and confirm our agreement with its terms.

Yours sincerely

Signature and Stamp of Company

Authorised Signatory (same as signing the proposal)

Name:

Position:

Date:

Annexure P: Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to

upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.