दिनांक: 12 नवंबर, 2026

भारतीय रिज़र्व बैंक के डेटा सेंटर्स में मौजूद नेटवर्क ट्रैफ़िक विश्लेषण (NTA) सोल्युशंस के तहत NTA के सॉफ़्टवेयर की सब्सक्रिप्शन लाइसेंस और संबंधित सेवाओं की खरीद के लिए प्रस्ताव अनुरोध

निविदा संख्या: RBI/DIT-CO Central Office Departments/DCD/26-27/ET/2026_RBI_297473_1

भारतीय रिज़र्व बैंक (आरबीआई), अपने डेटा सेंटर्स में मौजूद नेटवर्क ट्रैफ़िक विश्लेषण (NTA) सोल्युशंस के तहत NTA के सॉफ़्टवेयर की सब्सक्रिप्शन लाइसेंस और संबंधित सेवाओं की खरीद करना चाहता है।

उपरोक्त खरीद के लिए, बैंक ई-टेंडरिंग मार्ग के माध्यम से सिस्टम इंटीग्रेटर के चयन के लिए बोलियां आमंत्रित करता है। खरीद के लिए आरएफपी दस्तावेज़ सरकारी ईमार्केटप्लेस-केंद्रीय सार्वजनिक खरीद पोर्टल (CPPP) पर होस्ट किया गया है। इस पोर्टल को लिंक (https://etenders.gov.in/eprocure/app) के ज़रिए देखा जा सकता है। साथ ही आरएफपी दस्तावेज को आर. बी. आई. की वेबसाइट पर भी होस्ट किया गया है और इसे (https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx) के माध्यम से एक्सेस किया जा सकता है। यह निविदा सभी योग्य बोलीदाताओं के लिए खुला है। सभी इच्छुक और योग्य बोलीदाताओं से अनुरोध है कि टेंडरिंग प्रक्रिया में भाग लेने के लिए ऊपर दिए गए लिंक पर जाकर CPP पोर्टल पर पंजीकरण कर लें।

इस निविदा के संबंध में कोई भी संशोधन/शुद्धिपत्र/स्पष्टीकरण केवल बैंक की वेबसाइट/सीपीपी पोर्टल पर अपलोड किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा। बोलीदाताओं को किसी भी संशोधन/शुद्धिपत्र/स्पष्टीकरण/परिशिष्ट के लिए नियमित रूप से उपरोक्त वेबसाइट/ई-पोर्टल की जांच करनी चाहिए और उसके सत्यापन के बाद बोली प्रस्तुत करनी चाहिए। बैंक बिना कोई कारण बताए निविदा अथवा निविदा के लिए किसी भी या सभी बोलियों को अस्वीकार करने का अधिकार सुरक्षित रखता है।

सीपीपी पोर्टल पर बोली जमा करने की अंतिम तिथि 12 दिसंबर, 2026 को 03:30 बजे तक है।

प्रभारी मुख्य महाप्रबंधक
सूचना प्रौद्योगिकी विभाग

Request for Proposal (RFP)

For

Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres

of

Reserve Bank of India

Tender ID: RBI/DIT-CO Central Office Departments/

DCD/26-27/ET/2026_RBI__297473_1

Department of Information Technology

Reserve Bank of India

14th Floor, Central Office Building,

Shahid Bhagat Singh Road,

Mumbai-400 001

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Disclaimer & Disclosures:

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The specification for components of the proposed solution is defined in generic terms on best effort basis. Reference of any term proprietary to an OEM in the RFP is incidental and has no other meaning other than specifying the nature and classification of the particular component of the proposed solution.

The proposal in response to the RFP should be signed and submitted by a person duly authorised to bind the bidder to the details submitted in the proposal in response to this RFP. 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 be bound by the bidding. All pages of the RFP documents are to be signed by the authorised signatory. Any clarification sought can be mailed to **dcdprocurement@rbi.org.in**. All clarifications sought shall be replied in pre-bid meeting or immediately thereafter through an addendum if necessary.

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1. RFP Schedule and Important terms and conditions

The following table provides an indicative time frame for the overall process. The Reserve Bank of India reserves the right to vary this time frame and/or venue at its absolute and sole discretion, without providing any notice/intimation or reasons thereof. Changes to the time frame and/or venue will be communicated to the concerned respondents.

Indicative time frame for the overall process is as shown below.

S.N.	Process	Date
1.	Issue of RFP Document	November 12, 2026
2.	Last date for receipt of queries over e-mail from Bidders for Pre-Bid meeting	November 27, 2026, till 11.00 AM
3.	Date and Time of Pre-Bid Meeting	November 30, 2026, at 3.00 PM
4.	Date of publication of Addendum/ corrigendum to the RFP, if any	December 02, 2026
5.	Date & Time of Final Submission of Bids on the CPP Portal	December 12, 2026, till 03:30 PM
6.	Date and Time of Technical Bid Opening	December 14, 2026, at 11:30 AM
7.	Date and Time of Commercial Bid Opening	Will be communicated later
8.	Validity of Bid submitted by the Bidder	90 days from the last date of submission of bid

1.1 Contact Details:

1.	Address for contact	Chief General Manager-in-Charge Department of Information Technology 14th Floor, Central Office Building, Reserve Bank of India, Shahid Bhagat Singh Road Mumbai - 400 001
2.	All Queries to be mailed to	dcdprocurement@rbi.org.in
3.	Portal for registration of Bidder on CPP Portal	https://etenders.gov.in/eprocure/app

1.2 Important Terms and Conditions

i. The Bid offers should be made strictly as per the formats specified in this RFP Document. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not in conformity to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

ii. The Bank at its discretion may reject the proposal of the Bidder without giving any reason whatsoever. All bidders are informed that the following scenarios may lead to disqualification of bids.

   (i) The solution sizing is not made appropriately to meet the performance criteria as stipulated by the Bank and Bidder could not provide the proposed solution as described in the proposal.

   (ii) If the responses received from the reference sites are negative.

   (iii) If the bidder/s is/are involved in any form of lobbying/ influencing/ canvassing etc., in the evaluation / selection process.

   (iv) If the Eligibility cum Technical Bid contain any pricing or commercial information.

   (v) If Commercial Bid is not in line with the technical bill of material.

   (vi) If Commercial Bid does not contain the prices/remarks for all the items indicated in the Technical BoM (without price) including any additional items proposed by the bidder.

   (vii) If any rows or columns of the bid are left blank or zero price is quoted for any line item in the Bill of Material.

   (viii) Bids with insufficient information which do not strictly comply with the stipulations given above.

   (ix) And any other disqualification criteria mentioned in this RFP

   The above list is only indicative in nature.

2. Introduction

2.1 Background

2.1.1 The Reserve Bank of India (RBI) (hereafter referred to as RBI or “Bank”) was established on April 1, 1935, in accordance with the provisions of the Reserve Bank of India Act, 1934.

2.1.2 All the Data Centres of RBI located in the country will be covered under the scope of the proposed solution deployment. The details of office locations are given in **Annex-I**.

2.1.3 The Reserve Bank of India (hereinafter referred to as the "Bank") has an operational Network Traffic Analysis (NTA) solution as part of its cyber security infrastructure. To ensure continuity of the existing network traffic monitoring, analysis and threat detection capabilities, the Bank proposes to procure subscription licences for the NTA solution under this Request for Proposal (RFP).

2.1.4 The Bank hereby invites proposals from eligible and experienced bidders for the supply of software subscription licences with a validity of one year for the identified software components deployed under the Bank's existing NTA solution , together with Annual Health Check/Yearly Comprehensive Review for those solutions, as detailed in Annex III – Technical Specifications and Annex IV – Bill of Material (BoM) of this RFP. The selected bidder shall be responsible for supply, activation, registration and renewal of the software subscription licences and for arranging the associated OEM professional services that are incidental, in accordance with the requirements specified in this RFP.

2.2 Purpose of Document

2.2.1 The purpose of this document is to outline the Bank's requirements for the procurement of software subscription licences that are valid for one-year for the identified software components deployed under the Bank's existing NTA Solution. This document sets forth the technical specifications, scope of work, functional requirements, service deliverables, bidder eligibility criteria, and the commercial and contractual terms and conditions governing the

procurement and execution of the proposed software subscriptions with a validity of one year.

2.2.2 The Bank invites technically viable and commercially competitive proposals from the authorised partners/resellers of the OEMs viz Network Traffic Analysis (NTA) licenses from M/s Cisco, for the supply of one-year software subscription licences along with the Annual Health Check/Yearly Comprehensive Review for these solutions as specified in this RFP.

2.2.3 The proposed licenses and services shall be seamlessly integrated with the Bank's existing infrastructure, applications, security controls, and operational processes without disruption to ongoing business services.

2.2.4 Any entity submitting a proposal in response to this RFP shall hereinafter be referred to as "Bidder" or "System Integrator" interchangeably for the purpose of this document.

2.2.5 This RFP is not an offer by the Bank, but an invitation to receive responses from the Bidders. No contractual obligation shall arise from the RFP process unless and until a formal contract is signed and executed by the duly authorised official(s) of the Bank with the selected Bidder.

2.2.6 The Bank reserves the right to modify, amend, or clarify any part of this RFP. Such modifications shall be notified on the Bank's website and/or website of Procurement Portal- Central Public Procurement Portal (CPPP) and shall be binding on all participating Bidders.

2.2.7 The Bank shall enter into a mutually agreed contract with the successfully selected Bidder. This RFP, including all amendments, addendums, and clarifications issued by the Bank, shall form an integral part of the final contract**.**

2.2.8 In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause/provision of the Bid Document after submission of the Bid, the interpretation and decision of the Bank in this regard shall be final, conclusive, and binding on the Bidder.

3. Structure of RFP

This document is organised into chapters and annexures in order to provide clarity on the Bank's requirements and to facilitate structured responses from the Bidders. This RFP document consist of:

i. The scope of work and detailed requirements to be provided/ fulfilled by the selected OEM/Service Provider.
ii. The bidding and submission process to be followed by all eligible bidders.
iii. The evaluation methodology and criteria for selection of the Successful Bidder.
iv. The milestones, payment schedule and penalty mechanisms that will govern project execution.
v. Terms and Conditions.
vi. The annexures and forms, including compliance declarations (such as Manufacturer Authorization Form, land-border sharing compliance, etc.), and the templates/response formats to be completed and submitted for technical and commercial evaluation.

4. Definition of Terms used in RFP

Throughout this RFP/Bid Document/Contract, the following terms shall have the meanings as given below and shall be interpreted accordingly:

4.1 "RFP" means the request for proposal (this document) in its entirety, inclusive of any addenda/ corrigendum that may be issued by the Bank. RFP shall be part of the contract.

4.2 "Bank/Purchaser/Customer/RBI/Reserve Bank of India" means reference to "RBI", "the Bank", "Bank" and "Purchaser" shall be determined in context of this RFP.

4.3 "Proposal/ Bid" means the Bidder's written reply or submission in response to this RFP.

4.4 "Subscription" means the software license procured under this RFP, that pertains to Network Traffic Analysis solution from M/s Cisco, for a specific period of time, which shall include inter-alia Support, software

upgrades, security patches, bug fixes, threat intelligence, technical support.

4.5 "Support" means technical support for the subscriptions by the respective OEMs defined under "Subscription". It will include 24*7 support to Fault/ incident Reporting, Troubleshooting, Ticketing, and related enquiries. Support shall also contain content updates, security upgrade for emerging threats and vulnerabilities for software.

4.6 "Services" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and all ancillary services necessary for the supply, installation, and putting into satisfactory operation and support.

4.7 "System" or "solution" means and includes hardware, software, subscription, support etc., required for operationalising the subscriptions and to provide the Services as mentioned in the RFP and includes services ancillary to the development of the solution, such as installation and integration with existing systems, provision of technical assistance and other obligations of the Service Provider covered under the RFP, as may be applicable.

4.8 "Bidder/Service Provider/System Integrator/Vendor" means an eligible entity/firm submitting a Proposal/Bid in response to this RFP. The legal entity who signs and submit the bid.

4.9 "Successful Bidder" or "Vendor" means any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by the Bank and shall include its authorized representatives, successors and permitted assignees.

4.10 "Acceptance of Bid" means the letter/email, or any memorandum communicating to the Bidder regarding the acceptance of its Bid and includes an advance acceptance of its Bid.

4.11 "Agreement" means the contract signed between the Bank and the Selected Bidder and all the attached documents. The "Agreement" includes the RFP, response to the pre-bid queries, subsequent modifications to the RFP, response of the selected vendor to the RFP and the contract document itself.

4.12 “Service Period” means the contract period.

4.13 “Contract Period” means the period of Subscription, Supply, Installation, and other incidental activities including the support during the active life cycle of the software subscriptions, **for one year** from January 01, 2027.

4.14 'Warranty’ means the period of one (01) year from January 01, 2027. During the warranty period, the bidder should maintain and support the software components of the solutions procured through this RFP and shall be responsible for all costs relating to its maintenance which includes all security upgrade for emerging threat and vulnerabilities.

4.15 “Authorised Signatory” means the person authorized by the Competent Authority of the respective company (say Board- in terms of applicable statutory provisions), for signing all the documents for purpose of this bid and to enter into contract thereafter, if successful in the bidding process. The documentary evidence to establish the identity and authority of authorized signatory must be submitted along with the bid document.

4.16 “Installation” or “Implementation” or “Commissioning” means the activities carried out by the Bidder and/or the respective OEM for deployment, activation, application of license keys, software updates, patches, bug fixes or other necessary actions to make the software subscription licenses operational within the Bank’s existing NTA environment and will be considered complete only after successful sanity testing and integration of all installed software solutions and other existing IT/Non-IT infrastructure including security layers/components.

4.17 “Integration” means the process of enabling seamless interoperability between the supplied components/ software and the Bank’s existing IT/Non-IT systems, applications, platforms, databases, networks, security systems, and tools, ensuring that data, workflows, and functionalities operate in a coordinated manner as specified by the Bank.

4.18 “Site” means the place where the product / service / solution is to be delivered and commissioned or places approved by the Bank for the

purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

4.19 "One Time Cost" means cost which includes the cost of Supply (Software), Installation, Integration of software and any other required component for the proposed solution.

4.20 "Uptime" of the project means the amount of time all the services are available and operational.

4.21 "Incident" refers to any event / abnormalities in the functioning of any of the components of the "proposed solution" that may lead to disruption in normal operations.

4.22 "Availability" shall mean the time for which the services offered are available for conducting operations from the equipment / proposed solution hosted in RBI.

4.23 "Planned downtime / Scheduled downtime" shall mean any time when any of the subsystems/proposed solution are unavailable because of Urgent Maintenance activities and any other scheduled maintenance or upgrade activities that may or may not be periodic. The planned downtime must be notified to the Bank at least 48 hours in advance.

4.24 "Urgent Maintenance" activities are maintenance activities that cannot be postponed until the next available or convenient maintenance window, and may include but not limited to restarting applications, rebooting servers, applying patches or fixes, reconfiguring, reloading data etc.

4.25 "Response time" is defined as the time between receipt of the incident by support team and its logging / generation of ticket on the system.

4.26 "Restoration/Resolution Time" shall mean the time taken (after the incident has been reported to the support team) till resolution subject to the acceptance of the Bank.

4.27 "Delivery Completion" Delivery shall be considered completed on the Confirmation of delivery of all items as per Purchase Order) at respective sites.

5. Requirements and Scope of Work

The scope of this Request for Proposal (RFP) includes the supply, renewal, installation, subscription, registration, activation etc., for deployment of software subscription licenses for the NTA Solution for the continued operation of Bank's existing NTA Solution along with the Yearly comprehensive review/ health check by the OEM and other incidental services, for these components.

The Bank will award the contract to the successful bidder, and the bidder should, inter-alia, supply, renew, install, and implement (if required) as per the scope detailed in this RFP.

i. The bidder shall supply the licenses for NTA solution by the OEM M/s Cisco
ii. The subscription of the licenses shall commence from January 01, 2027, for a period of one year. With subscription, the Bank should be able to get access to the above software under active lifecycle. The renewed subscription must become effective immediately upon expiry of the existing subscription so that there is no interruption in the ongoing activities.
iii. The selected Bidder is required to guarantee complete operational stability and uninterrupted functionality during the license activation and subscription period.
iv. Bank should be entitled for Product Upgrade, Updates, Security fixes, bug fixes and Patches at no extra cost during the period of contract i.e., for one year. Bidder must ensure that all licenses remain valid, compliant and sufficient for the deployed environment throughout the subscription period.
v. Bank should be provided with 24x7x365 technical support from OEM with all Software Updates.
vi. The subscriptions shall provide the Bank unlimited support from OEM as per the defined Service Level Agreement (SLA) in Section 10 of this RFP and the Bidder shall be the Single Point of Contact (SPOC) for RBI. Further, the bidder shall co-ordinate with the OEM for support cases.

vii. The bidder shall ensure product support as per the scope of warranty/support.

viii. The Bidder should submit all the yearly subscription certificates to the Bank once the order is processed.

ix. If the Bank decides to procure additional quantities of licenses in any year of the term of the contract, the bidder shall provide those products at the unit rates quoted in the Commercial Bill of Material for that respective year.

x. The proposed solutions must be supported for a period of 1 (one) year from the date of activation of the subscription licenses and should not be declared End of lifecycle Support during the contract period or validity of the contract, whichever is later. Necessary supporting document in this regard must be submitted. In case any supplied Software reaches its 'End of lifecycle Support or End of Life' or faulty during the contract period, the bidder shall be required to replace the same across all locations without any additional cost to the Bank.

xi. The bidder shall facilitate an annual comprehensive health review by OEM to audit system configurations, optimize license utilization, and evaluate solution performance.

xii. The quantity of license requirements is indicated in the table below:

Sl. No.	Product Number	Product Description	Quantity
01	C1-N9K-RENEW-T	Cisco DCN Subscription Renewal	1
02	C1A1TN9500M816-1Y	Cisco ONE Advantage Term N9500 M8/M16, 1Y	6
03	C1A1TN9300XF-1Y	Cisco ONE Advantage Term N9300 XF, 1Y	86
04	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	86
05	SVS-B-N9K-ADV-M816	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	6

Sl. No.	Product Number	Product Description	Quantity
06	ST-SEC-SUB	Cisco Stealthwatch Enterprise XaaS Subscription	1
07	ST-FR-LIC	Cisco Secure Network Analytics Flow Rate License	210000
08	SVS-ST-SEC-SUP-B	Cisco Support Basic for Secure Network Analytics	1

6. Bidder's Eligibility cum Technical Evaluation Criteria

The following Eligibility cum Technical Evaluation Criteria must be met by the Bidder to submit a response to this RFP. The Bidder is required to provide supporting documentary evidence for each criterion listed below. The Bidder **must** meet all the Eligibility cum Technical Evaluation criteria and those Bids that do not meet **any** of the eligibility requirements or fail to submit the necessary supporting documents shall be **summarily rejected** and will not be considered for further evaluation.

SN	Eligibility Criteria	Documents to be submitted
1	The bidder should be a company registered in India under the Companies Act, 2013/1956 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008, and should have been in operation/ business for at least five **(05) years** as on the date of issuance of the RFP.	Attested copy of the Certificate of Incorporation/Registration Certificate.
2	The bidder should have an average annual turnover of at least **₹85 Crore** (Rupees Eighty-Five Crore) during the last three financial years (2023-24, 2024-25 and 2025-26) and should have a positive net worth during each of the last three	Audited financial statements of the bidding entity indicating the annual net worth and turnover and summary of annual turnover and net worth certified by Chartered Accountant

	financial years (i.e., 2023-24, 2024-25 and 2025-26).	OR Statutory Auditor Certificate indicating the annual turnover and net worth.
3	The bidder should be an authorised reseller/partner of the OEM for **the software products proposed** under this RFP and should be a highest-level/rated partner with the OEM. The bidder shall possess valid authorisation from OEM. Partial authorisation or authorisation for only a subset of the proposed software products/services under this RFP shall not be considered.	(i). Manufacturer's Authorisation Form (MAF)/OEM Authorisation Letter from OEM. The MAF/OEM Authorisation Letter shall explicitly confirm that the OEM authorises the bidder to supply the proposed software subscription licences and other incidental services under this RFP. (ii). Further, an authorisation letter from OEM shall indicate the level of partnership.
4	The bidder should have successfully executed contracts for supply of software subscription licences and incidental services like installation, registration etc., of **the proposed software licenses** during the last three (03) years, satisfying any one of the following: a) One contract of value not less than ₹14 Crore, OR b) Two contracts, each of value not less than ₹7 Crore, OR c) Three contracts, each of value not less than ₹4.5 Crore.	Purchase Order and Completion Certificate or Purchase Order along with client confirmation/payment advice in case of ongoing projects.

5	The bidder should not have been blacklisted/debarred by any Government Department, Government Agency, PSU, Financial Institution or Regulatory Body in India as on the date of submission of the bid.	Self-declaration on the bidder's letterhead.
6	The bidder should submit an Integrity Pact duly executed in the prescribed format signed by the authorized signatory in advance (not prior to the issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.	Integrity Pact as per the format provided in the RFP.

Note: The bidder shall submit a single bid covering all software subscription licenses specified in the Bill of Material (BoM). Partial bids or bids covering only a subset of the items specified in the BoM shall not be accepted and shall be liable for rejection.

7. Evaluation Process of Bid

The objective of the evaluation process is to assess the bids for compliance with the requirements of this RFP and to select the successful bidder for supply of the software subscription licences etc., as specified in the Bill of Material (BoM) and as per the scope of this RFP. The evaluation will be undertaken under the guidance of a committee formed by the Bank which comprises of Bank officials. During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.

7.1 Evaluation Methodology

The evaluation process shall be conducted in **two stages**, as outlined below. The Bidder must qualify at each stage to progress to the next. The Bank reserves the right to seek clarifications, conduct site visits, call for presentations, or request additional documents as deemed necessary during the evaluation.

7.1.1 Stage I- Eligibility cum Technical Evaluation: The documents submitted by bidders will be examined to ensure compliance with all the eligibility criteria and technical specifications mentioned in the RFP. Bids not meeting the eligibility cum technical evaluation will be rejected and will not proceed to further evaluation. If required, the Bank reserves the right to conduct a Technical Presentation, Reference Site Visits.

7.1.2 Stage II- Commercial Evaluation: Commercial bids of only those Bidders who qualify in Stage I will be opened. **The eligible and technically Qualified bidder as per Stage I with the lowest Total Commercial Bid / Total Cost of Ownership (TCO) in Stage II would be awarded the contract.**

7.1.3 The 'Technical Bid' will contain the exhaustive and comprehensive technical details, whereas the 'Commercial Bid' will contain the pricing information. The Technical Bid shall **NOT** contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would **NOT** be processed further.

7.1.4 The Solution requirements as per Technical Specifications are extremely critical to the functioning of the complete solution and are to be met in their entirety in the precise manner as documented in the **Annex III**. These are essential and all the bidders must meet these requirements. If any bidder does not meet these requirements, their bid will not be evaluated further.

7.2 Disqualification Parameters in Eligibility cum Technical Bid Evaluation

7.2.1 The Bank at its discretion may reject the proposal of the Bidder, in case the responses received from the reference sites are negative.

7.2.2 The Bidders who do not qualify either Eligibility cum Technical specifications or do not adhere to the integrity pact will be disqualified.

7.2.3 The Bank reserves the right to disqualify any Bidder, who is involved in any form of lobbying/ influencing/ canvassing etc., in the evaluation / selection process and any other disqualification criteria mentioned in this RFP.

7.3 Commercial Bid Evaluation

7.3.1 Commercial bids of only those Bidders who qualify in the Eligibility cum Technical bid in Stage-I shall be opened. Commercial bids of the other Bidders shall not be opened.

7.3.2 Bidders will have to submit the Commercial bid and Compliance Certificate to Commercial Bid in the format given in Annex IV and Annex XIX respectively. Bank shall upload the price bid form in Excel format on CPP portal. The Bidder is expected to submit the Commercial bid **inclusive of GST.** The taxes should be indicated separately. The Bidder should upload the image of duly signed 'Compliance Certificate to Commercial Bid' in the same excel sheet.

7.3.3 Commercial Bid shall contain the prices for all the items indicated in the Technical Bill of Material (Annex IV) including any additional items proposed by the Bidder.

7.3.4 Bank may call for any clarifications/additional particulars required, if any, on the technical/ commercial bids submitted. The Bidder must submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

7.3.5 The TCO for the purpose of commercial evaluation shall be arrived as per Annex IV. A summary of TCO calculation is as follows:

S. No.	Description	Price (₹)	GST	Total Price (₹)
Subscription Cost of licenses				
A	Total cost of the software solutions			
Total Cost of Ownership (TCO) of in ₹ (A)				

7.4 Note for Calculation of TCO

7.4.1 The payments shall be done as per the costs quoted by the bidder when the corresponding services are provided, and such payments become due.

7.4.2 The eligible and Technically Qualified bidder with the lowest Commercial Bid (TCO) after scrutiny would be declared as L1 bidder.

7.4.3 The Eligible and Technically Qualified bidder as per Stage I and with the lowest Commercial Bid (TCO) in Stage II would be awarded the contract.

7.4.4 RBI will notify the name of the Successful Bidder only.

8. Delivery Schedule

The Bank would like to have the following schedule for completion of the activities from the date of placement of orders for proposed solutions:

Sr. No.	Deliverables	Completion
1	Signing of Contract/Agreement with the Bank	Within 45 working days from the date of Purchase order.
2	NTA licenses as proposed under the RFP	The validity of the licenses shall commence from January 01, 2027, valid for a period of one year. The license shall be available under active lifecycle from January 01, 2027, and should be reflecting under the Banks account.
3	Yearly comprehensive review/ Annual Health Check by OEM	As per the schedule of the OEM

8.1 The software and services so received shall be in optimal working conditions at the designated locations of the Bank.

8.2 The delivery of the software and services shall be deemed complete when an authorised representative of the Bank issues certification for Delivery Completion of the proposed solutions at their respective sites.

8.3 The bidder shall communicate the timelines for the Installation schedule and any other relevant details to the Bank as part of its project plan.

8.4 The installation shall be deemed to be complete after successful completion of Acceptance Test.

8.5 The Bidder shall resolve any issues with the proposed solution during the term of the contract.

8.6 The Bidder shall resolve any system software and integration issues with existing systems and application related problems during installation of the proposed software/ subscriptions.

8.7 During Acceptance Test of the proposed solution, if the solution is found to be not meeting the required specification and performance expectations, the Vendor/ bidder shall take remedial measures, including up-gradation of the proposed solution or any of component there under, including replacement thereof, at no additional cost to the RBI, to ensure that the proposed solution meets the requirements of RBI as envisaged in this RFP.

9. Site Particulars

Non-familiarity with the site conditions might not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the timelines and specifications. Successful Bidders are expected to familiarise themselves with the site conditions and operationalise the proposed solution as per the timelines in the proposed delivery schedule in this RFP.

10. Service Level Agreement (SLA)

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected from the selected SI during the period of contract. These SLAs will be applicable to NTA solutions and associated services.

Delivery of License subscriptions

S. No.	Deliverables	Target	Penalty
1	Delivery of all software license	The license subscriptions	Penalties will be applicable, if the entitlement of all software

	subscriptions at designated sites of the Bank	should be active from January 01, 2027 – to ensure continuity in the existing services.	license subscriptions in the Bank's account are not visible. Penalty for late delivery at 1% (One percent) of the undelivered portion of order value exclusive of taxes per day will be charged for every week's delay beyond January 01, 2027, subject to a maximum of 10% of the purchase order value. Penalty will be calculated on per week basis.

2. Service Levels

The successful Bidder/ Vendor shall ensure that all software subscriptions supplied under this RFP remain valid an active throughout the contract period of one year. The subscriptions shall entitle the Bank to receive all the benefits and support services available under the respective OEM's enterprise support, applicable to the subscribed products. Further, the successful bidder/ vendor shall take immediate action on any fault, issue, defect, or failure reported by the Bank through any means of communication, including phone or email, in order to meet the committed service levels. Penalties shall be determined based on the severity of business or service downtime and any degradation in performance resulting from such incidents. The following table outlines the severity levels, response timelines, and support expectations for reported issues. However, it will be Bank's discretion to assign/alter the severity parameter of the incident appropriately.

License Delivery & Smart Account Activation SLA:

All license subscriptions, flow rate entitlements (210,000 FPS), must be delivered, mapped, and actively visible in the Bank's Cisco Smart Account / portal on or before December 31, 2026 (effective January 01, 2027)

Penalty:

Liquidated damages of 1% of the contract value per week of delay, capped at 10%.

OEM Back-to-Back Entitlement SLA:

The bidder must provide verifiable OEM Manufacturer's Authorization Form (MAF) and back-to-back OEM support confirmation (Cisco TAC / SWSS) valid for the entire 365-day subscription term.

Defect Rectification:

If any license key or entitlement is rejected, misconfigured, or shows an incorrect term/capacity in Cisco's portal, the bidder must rectify the entitlement with the OEM within 48 hours of notification.

OEM Support Escalation & TAC Coordination Assistance:

Primary technical support is provided 24x7x365 directly by Cisco TAC. If the Bank encounters administrative or entitlement blocks when logging tickets with Cisco TAC, the bidder must provide escalation support within 4 business hours.

OEM Annual Health Check Coordination SLA:

Since the scope mandates an annual comprehensive system health check by Cisco, the SLA should stipulate that the bidder must coordinate and facilitate this OEM audit within a defined window (e.g., within 6 months of license activation).

11. Overall Liability of the Bidder

The Bidder’s aggregate liability in connection with obligations undertaken as a part of this Project/ procurement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract.

Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative, or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.

12. Right to Verification

The Bank reserves the right to verify any or all statements made by the Bidder in the tender document and to inspect the Bidder’s facilities, if necessary, to establish to its

satisfaction about the Bidder's capacity to perform the job. The technical evaluation will be based on such information.

13. Payment Terms

The payment terms include milestone-based payments linked to key project deliverables:

S.N.	Milestone	Payment	Remarks
1	Successful supply, activation, and registration of the software subscription license in the name of the Reserve Bank of India and acceptance by the Bank.	90% of the cost of the respective software subscription licenses.	Only after confirmation from the Data Centre/User Department and on obtaining proof of entitlement of all the required Subscriptions in the Bank's account.
2	Submission of Performance Bank Guarantee (PBG) equivalent to 10% of the Total Cost of Ownership (TCO) for the period of one year	10% of Annual Subscription Cost	Only after receiving the receipt of Bank Guarantee and confirmation from the concerned bank.

Note: The amount of the Payment will be in-line with the SLA parameters as defined in the RFP and the applicable penalties shall be deducted from the PBG submitted.

14. Earnest Money Deposit

14.1 The Bidder may submit the Earnest Money Deposit (EMD) value in Rupee currency through a Bank Guarantee 'only' as per Annex XVII. The value of the EMD for the project is **₹34,60,000 (Rupees Thirty-four Lakh sixty thousand Only).**

14.2 The EMD/BG should be in favour of Chief General Manager–in–Charge, Department of Information Technology, Central Office, Reserve Bank of India, Mumbai.

14.3 The EMD/BG should be valid for the period of one year from the last date of submission of bid. The non-submission of EMD/BG will lead to rejection of the bid. The irrevocable BG issued by a scheduled commercial bank only, shall be acceptable to the Bank.

14.4 The physical copy of the Bank Guarantee must be submitted before the technical bid opening.

14.5 If the EMD is received after the designated date and time for submission of the Bid, the Bank, at its discretion may reject the bid.

14.6 EMD of unsuccessful Bidders shall be returned within 30 days from the final result of the bidding process and declaration of the Successful Bidder.

14.7 No interest shall be payable by the Bank to the Bidders on Earnest Money Deposit for the period it is with the Bank.

14.8 EMD of the successful Bidder will be returned on submission of the Performance Bank Guarantee as per Annex XIX.

14.9 Offers made without the BG for Earnest money deposit will be rejected.

14.10 The BG of Earnest money would be invoked in the following scenarios:

i. In case the Bidder withdraws the bid prior to validity period of the bid without providing any satisfactory reason.

ii. In case the successful Bidder fails to accept and sign the contract as specified in this document without any satisfactory reason; or

iii. In case the successful Bidder fails to provide the performance bank guarantee for the amount indicated in the Table for payment terms within 45 working days from the date of purchase order.

15. Performance Bank Guarantee

The successful Bidder, shall at his own expense, submit Performance Bank Guarantee (PBG) in the name of:

Chief General Manager-in-Charge
Department of Information Technology
Reserve Bank of India

14th Floor, Central Office Building,
Shahid Bhagat Singh Road,
Mumbai-400 001.

15.1 A Performance Bank Guarantee (as per Annex XVIII) shall be provided annually by the successful Bidder within **Forty-Five (45) working days** from the date of issue of Purchase Order. The PBG for an amount equivalent to 10% of the TCO amount quoted by the Bidder should be from a scheduled commercial bank, payable On-Demand.

15.2 Without prejudice to the other rights of the Bank under the Contract in the matter, the proceeds of the performance bank guarantee shall be payable to the Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

15.3 The Bank shall notify the Bidder, in writing, of the invocation of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default.

15.4 The Performance Bank Guarantee may be discharged upon being satisfied that there has been due performance of the obligations of the Bidder under the contract.

15.5 The Performance Bank Guarantee shall be denominated in Indian Rupees (₹) and shall be valid/ renewed from time to time for the period of contract as per the payment terms.

15.6 The successful Bidder shall ensure that the Performance Bank Guarantee is valid at all times during the annual Term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations.

16. Liquidated Damages

The Bidder should strictly adhere to the delivery schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations arising out of this RFP terms and any delay attributable to the Bidder, will enable the purchaser to resort to any of the following:

16.1 The Bidder shall be liable to pay the Bank a penalty for reasons solely attributable to the Bidder and not the Bank, subject to **a maximum of 10%** of the aggregate contract amount exclusive of taxes. Bank reserves its right to

recover penalty amount by any mode such as adjusting from any payments to be made by the Bank to the Bidder.

16.2 If any incident occurs during installation of the software subscription licenses and results in business disruption given the cause for incident is determined to be solely attributable to the Vendor, the Bank reserves the right to impose liquidated damages. The Vendor shall be liable to pay a penalty for each day of business downtime caused, calculated at 0.1% of the total purchase order value per day, subject to a maximum penalty cap of 10% of the purchase order value. The penalty for downtime will be calculated on a 24-hour basis from the time the incident occurred until resolution.

16.3 Termination of contract fully or partly and claim liquidated damages.

16.4 In case of the termination of the purchase order by the Bank due to non-performance of the obligations arising out of the purchase order, the Performance Bank Guarantee will be forfeited.

16.5 All disputes of any kind arising out of supply, commissioning, acceptance, maintenance etc., shall be referred by either party (Bank or Bidder) in terms of the para on “Dispute Resolution Mechanism” in this document.

17. Penalties for delay in submission of PBG:

In case of delays in submission of Performance Bank Guarantee within stipulated time period, penal charges for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the vendors at the extant Bank Rate on the entire amount of the Bank Guarantee as prescribed for the number of days of the delay.

18. Acceptance Test

18.1 The Bidder shall ensure successful subscription, supply, activation and registration of all software subscription licences in the name of the Reserve Bank of India, as specified in this RFP and the supplied subscription licenses shall undergo an acceptance process upon delivery.

18.2 The Bank shall verify the software subscription licences match the specifications outlined in the purchase order/ RFP, including part code accuracy, quantity, support level, license type.

18.3 The Bidder shall submit the OEM licence entitlement certificates, subscription details, proof of licence activation, and such other documents as may be required by the Bank for verification and acceptance of the software subscription licences. The deliverables shall be deemed accepted only upon successful verification and issuance of an Acceptance Certificate by the Bank.

18.4 The software subscription licences supplied by the Bidder shall conform to the technical specifications, Bill of Material (BoM), and other requirements stipulated in this RFP.

18.5 Any discrepancies or failures in activation will be considered grounds for rejection until resolved to the purchaser's satisfaction.

18.6 The products provided by the Bidder must meet the technical and other specifications at the minimum, as envisaged in this document.

18.7 The Annual Health Check/Yearly Comprehensive Review, wherever specified, shall be carried out by the respective OEM and shall be deemed complete upon submission of the Health Check Report and acceptance of the deliverables by the Bank.

19. Contacting the Bank

No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time the Contract is awarded. Any effort by any Bidder to influence the Bank in its decisions on Bid evaluation, bid comparison or contract award may result in the rejection of that Bidder's Bid.

20. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, testing, etc. and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

21. Bidding Document

The Bidder should examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or submission of the bid not fully responsive to the Bidding

Document in every respect will be at the Bidder's risk and may result in the rejection of the bid without any further intimation to the Bidder.

At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

22. Bidding process

i. The entire bidding process would be conducted through the e-tendering portal of Central Public Procurement Portal (CPPP). The bids should be submitted online at the website - CPP Portal (https://etenders.gov.in/eprocure/app) as per the Para 1. The Bidder will have to upload the duly signed and scanned documents as part of the bid. It must be ensured that all the documents are uploaded while submitting the tender online. The Bidders are requested to note that they cannot make their online submission after the time stipulated above and no extension of time will normally be permitted for submission of tenders.

ii. In case the Commercial Bid amount is indicated in any manner or form in the Technical Bid, the Bank shall reserve the right to summarily reject the bid. The bid amount should only be indicated in the relevant Annex in the Commercial Bid.

iii. All respective bids need to be submitted through CPP Portal only. The Bidder shall exercise due care during bid submission by referring to all the relevant requirements and technical specifications given in this RFP document.

iv. The bids will be submitted in two parts on the CPP Portal:

(a) Eligibility criteria and Technical Bid Evaluation: This comprises the following to be submitted by the bidder on the CPP Portal.

Items
1. Bidders Profile as per Annex XIII
2. Non-Disclosure Agreement as per Annex XIV (original also to be submitted in physical to the Bank before Eligibility Cum Technical Bid Opening)
3. BG against Earnest Money Deposit as per Annex XVI (original also to be submitted in physical to the Bank before Technical Bid Opening)
4. Integrity Pact as per Annex XIII (original also to be submitted in physical to the Bank before Technical Bid Opening)

5. Deviations as per Annex V
6. Letter of Authority as per Annex XIX
7. Compliance Statement as per Annex VI
8. Undertaking from Bidder on Support as per Annex VIII
9. Undertaking from OEM on Support & Products as per Annex IX and Annex X
10. Necessary documents for Bidder's eligibility cum technical evaluation criteria as mentioned in Para 6 of the RFP.
11. Manufacturer Authorization Form (MAF) as per Annex VII
12. Compliance to Self-Declaration Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 as per Annex XV
13. Compliance to remaining Annexes (Annex I, Annex II)
14. Product Brochures containing detailed description of essential technical and performance characteristics of all offered components. This will be used in determining the compliance given to specification. Hence sufficient information is to be provided.
15. **SUMMARY DOCUMENT** to be provided listing the details of projects (project name, client, purchase order date, items/solution, purchase order amount, documentary proof) against all the categories of implementation experience mentioned in eligibility cum technical evaluation criteria.

(2) Commercial Bid Evaluation (Stage II): This shall comprise the following documents

S. N.	**Documents Required for Stage II Evaluation**
1	Commercial Bid Form as per Annex IV (Excel sheet to be filled)
2	Compliance Certificate of Commercial Bid (Annex XVIII) -to be uploaded as image in the excel sheet mentioned above

Note: Bank shall upload the price bid form in Excel format on CPP Portal post pre-bid meeting to include any changes, if any, on account of corrigendum.

i. The Bidders are requested to note that it is mandatory to get registered on the CPP Portal and have a valid digital certificate/signing certificate issued by any certifying authority approved by Govt. of India to participate in the online bidding. The Bidders are requested to ensure that they have the same, well

in advance and if any assistance is required for the purpose, Bidder can contact CPPP e-Procurement team directly (Mr Nitin Arun Ghag, CPPP, 022-22602433, cpppsupport@rbi.org.in).

ii. RBI will open the bids on scheduled date mentioned in the RFP in presence of Bidders' representative. Representatives of Bidders, who choose to be present during the Bid opening on the stipulated last date and time may have to send an email from the authorised signatory of the Bidder with authorisation to represent them at the time of opening of the bids. The bids will be opened at the scheduled time, even if, the Bidder's representatives are not present at the time of opening of bids, due to what-so-ever may be the reason.

iii. The Bidder should indicate unit price of each, and every component proposed by them. The prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation till award of the contract.

iv. If the Bank decides to procure additional quantities of any products or services in any year of the term of the contract, the Bidder shall provide those products at the unit rates quoted in the Commercial Bill of Material for that respective year.

v. The price quoted should be all inclusive of taxes/GST. GST and/or any other tax/es need to be indicated separately, otherwise, it will be construed that the price quoted include all the applicable tax and payment will be made accordingly.

23. E-Tendering Registration and Bid submission

The Bank has entered into an agreement with Central Public Procurement Portal for e-tendering services. The Bidder is expected to register themselves on the CPP portal. The Bidder is expected to have a Digital certificate with encryption and signing rights. It is the Bidder's responsibility to register on the CPP portal and obtain the necessary digital certificate. The Bank shall upload the entire RFP with annexes on the CPP portal. (https://etenders.gov.in/eprocure/app). As per CPP Portal rules, applicable charges will have to be paid by the Bidder.

24. General Guidelines

24.1 The Bid offers should be made strictly as per the formats specified in this RFP Document. The Bid should not contain any insertion, deletion, comments/over-writings or corrections. The content as available in the main document will only be taken for consideration. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not in conformity to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

24.2 No rows or columns of the bid should be left blank, neither zero price should be quoted for any line item in the Bill of Material unless such item's cost forms a part of or is bundled with another product's cost in which case the same shall be specifically specified by the Bidder. A certificate in this regard may also be furnished if applicable.

24.3 Bids with insufficient information which do not strictly comply with the stipulations given above, are liable for rejection.

24.4 The Bank may, at its discretion, abandon the process of the selection of Bidder any time before notification of award.

24.5 All information (bid forms or any other information) to be submitted by the Bidder must be submitted on the CPP portal. The Bidder may note that no information is to be furnished to the Bank through e-mail except when specifically requested for. Bank, as deemed fit, may seek clarification/ information from the Bidder for evaluation purpose, however it is not obligatory on the part of the Bank to seek additional information. The Bank may choose to rely solely on the documents submitted along with the bid and complete the assessment of evaluation of the Bid.

24.6 It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be by e-mail only to the designated e-mail id. For this purpose, communication to any other e-mail id or through any other mode will not be entertained.

25. Pre-Bid Meeting

25.1 The Bank will conduct a pre-bid meeting to address the queries received form the prospective Bidders on the stipulated date as indicated in this RFP.

25.2 Any pre-bid queries can be sent as per Annex XI to the designated email IDs

25.3 The Bank may, at its discretion, answer such queries in the Pre-bid meeting. However, certain specific information which may comprise the secrecy and privacy for the Bank's infrastructure may not be disclosed during pre-bid meeting. Such information will be shared only with the successful Bidder. If any prospective Bidder needs any such confidential information, they may sign confidentiality and non-disclosure agreement to get such information.

25.4 It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be only to the designated email ids as stated earlier. For this purpose, communication to any other email id or through any other mode will not be entertained.

25.5 All points discussed during the pre-bid meeting, if need be, may be posted on the CPP Portal website along with their responses.

25.6 No queries will be answered after Pre-bid meeting.

25.7 The Bank reserves the right to pre-pone or post-pone the pre-bid meeting date and the revised date will be published on RBI website and on CPP Portal.

26. Correction of Errors

26.1 Arithmetic errors in bids will be treated as follows:

a. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and

b. Where there is a discrepancy between the part-wise quoted amounts and the total quoted amount, the part-wise rate will govern.

c. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.

d. If there is discrepancy between unit price and total price, the unit price shall prevail for calculation of the total price.

e. If there is a discrepancy in the total, the correct total shall be arrived at by Bank.

26.2 In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected, and decision of the Bank will be firm and final.

26.3 The amount stated in the bid form, adjusted in accordance with the above procedure, shall be considered as binding, and will be considered for calculation of Final Total Cost of Ownership (TCO).

27. Acceptance or Rejection of Bid

The Bank reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

28. Duration and Condition of Engagement

Reserve Bank of India shall engage and appoint the successful Bidder to provide services as detailed in Scope of work of this document and in consideration of remuneration payable by Reserve Bank of India to the Bidder. Post supply, installation and delivery of the subscriptions, there shall be a User acceptance process to ensure all agreed deliverables are met. The contract may be extended further as per the mutual agreement of the parties.

The Bank will reserve the right to terminate the services of the successful Bidder at any point of the Project (during the installation phase and User acceptance) without assigning any reasons by giving a written notice to the Bidder. In such cases, the Bank may consider making payment commensurate with the last completed phase.

Information collected or provided to the Bidder would be confidential and shall not be used by the Bidder for any other purpose. The work/study carried out by the Bidder would be the sole property of the Bank. The successful Bidder will sign a confidentiality agreement with the Bank.

29. Amendments to RFP Document

Amendments to the RFP Document may be issued by the Bank for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, prior to the deadline for the submission of bids, which will be placed on the CPP Portal-web portal and on “Tenders” section of the Bank’s website.

From the date of issue, amendments to Terms and Conditions of RFP shall be deemed to form an integral part of the RFP. The amendments placed on the CPP portal will be binding on all the Bidders.

30. Format and Signing of Bid

The bid should be signed by the Bidder, or any person duly authorised to bind the Bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the Bidder. All the pages of the bid should be serially numbered.

Forms with respective Power of Attorney should be submitted and digitally signed by the Bidder's representative at CPP Portal for submission of the Bid.

31. Governing Language

All correspondences and other documents pertaining to the contract shall be in English. The Contract signed will be Bilingual, that is in Hindi and English. In case of any interpretation, the version in English will prevail.

32. Applicable Law

The Contract shall be governed and interpreted in accordance with the Indian Laws and jurisdiction of the Court will be Mumbai.

33. Notices

Any notice given by one party to the other, pursuant to the contract shall be sent to the other party (as per the address mentioned in the contract) in writing either by hand delivery or by registered post or by courier and shall be deemed to be complete only on obtaining acknowledgement thereof; or by facsimile or by other electronic media and or mode and in which case, the notice will be complete only on confirmation of receipt by the receiver.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

34. Contract Amendments

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an

Amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as a part of the contract. Further details of the procedure for amendment shall be as specified in the contract.

35. Information Confidentiality

35.1 Information collected by or provided to the Bidder would be treated as confidential at all times, even after expiry of the Contract and shall not be used by the Bidder for any other purpose, in contravention of the scope of work or the Contract. The work/study/deliverables carried out by the Bidder would be the sole property of the Bank excluding pre-existing Intellectual Property Rights (IPR) of Bidder/OEMs. Without prejudice to the confidentiality agreement which the Bidder has signed with the Bank, the Bank shall have the right to claim damages from the Bidder to the extent of the loss suffered by it, on account of the disclosure of confidential information by Bidder or its permitted assigns, at any point of time, even after expiry of the Contract and/ or take such other action against the Bidder concerned as may be appropriate and lawful. Besides, any such incident shall give an absolute right to the Bank to terminate the Contract by giving written notice to the Bidder.

35.2 The Bidder acknowledges that, during the performance of this Contract, the Bank may disclose certain confidential information to the Bidder for the performance of this Contract. For purpose of this Contract, the term “Confidential Information” means any and all oral or written information that is not generally or publicly known and that which the Bidder has obtained pursuant to this Contract and the term “Confidential Information” shall include, but shall not be limited to, papers, documents, writings, classified information, inventions, discoveries, know how, ideas, computer programs, source codes, object codes, designs, algorithms, processes and structures, product information, research and development information and other information relating thereto, financial data and information and processes of a business, commercial, technical, scientific, operational, administrative, financial, marketing or intellectual property nature or otherwise and any other

information that Bank may disclose to the Bidder, or the Bidder may come to know by virtue of this Contract. Confidential Information also includes information obtained and provided by the Bidder in confidence from third parties, including, but not limited to, its sub-contractors, consultants, or clients and any other information of a private, confidential, or secret nature concerning the Bank, whether or not relating to the affairs of the Bank.

35.3 The Bidder acknowledges that any information obtained from the Bank and not publicly known shall be treated as confidential and shall not be disclosed to any third party without the other Party's prior consent. Such confidentiality obligation is not applicable if the disclosure of information is required by law or regulation. However, any Party compelled to disclose by law or regulation or by any court of competent jurisdiction, upon being so compelled to disclose, shall notify the other Party in writing forthwith, unless prohibited by law. Such confidentiality obligation is also not applicable if such disclosure is made to their directors, officers, auditors, lawyers, consultants who needs to know such information during the ordinary course of business, however, intimation with adequate notice must be given.

35.4 The Bidder agrees and undertakes to hold the Confidential Information in strict confidence and take all reasonable steps necessary (including but not limited to those required hereunder) to preserve such confidentiality. The Bidder covenants and agrees with Bank that it will not, during the term of the Contract and thereafter, perpetually, directly or indirectly use, communicate, disclose or disseminate to anyone any Confidential Information and any other information concerning the businesses or affairs of Bidder that the Bidder may have acquired in the course of or as incidental to Bidder engagement or dealings with Bank other than with prior written consent of Bank.

35.5 The Bidder shall not, without the Bank’s prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract, to whom also it shall be on ‘need to know’ basis and to the extent permitted under this Contract. Disclosure to any such employed person shall be made in

confidence and where such employees are bound by similar confidentiality obligations as set out in this Contract.

35.6 Any document, other than the Contract itself, shall remain the property of the Bank and all copies thereof shall be returned to the Bank on termination of the Contract.

35.7 The Bidder shall ensure that all its employees, agents and sub-contractors involved in the project, execute individual non-disclosure agreements, with respect to this Project. The Bidder may submit a declaration that it has obtained the Non-Disclosure Agreement from its employees. This declaration would be valid perpetually.

35.8 For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

i. information already available in the public domain;
ii. information which has been developed independently by the Bidder;
iii. information which has been received from a third party who had the right to disclose the aforesaid information;

35.9 information which has been disclosed to the public pursuant to a court order.

36. Force Majeure

Neither Party shall be liable for any act, omission, failure or delay in fulfilling its obligations under this Contract arising out of or, caused directly or indirectly by any unforeseen event, or a cause reasonably beyond its control; including but not limited to vis major (Force Majeure event) such as natural phenomenon, including but not limited to floods, droughts, earthquakes, pandemics, or any other event reasonably beyond the control of any of the Parties.

The Party unable to fulfil its obligations due to a Force Majeure event shall within reasonable time notify the other Party in writing of the Force Majeure event, the extent to which the Force Majeure event prevents fulfilment of its obligations with reasons thereof; and the estimated duration of the subsistence and effects of the Force Majeure Event; and use best endeavours to expedite fulfilment of its obligations and in the meantime, mitigate the effect(s) of such Force Majeure event.

37. Integrity Pact

As a part of the implementation of Integrity Pact programme in the Bank, all bids will be covered under the integrity programme and the Bidders are required to sign the Integrity Pact document as per Annex-XIV and submit the same to the Bank along with the bids. All Bidders need to sign the Integrity Pact before the bids are opened by the Bank. Bids without the signed Integrity pact are liable to be rejected.

The Integrity Pact envisages, if required, the appointment of an Independent External Monitor (IEM) who would independently review the extent to which the two parties to the contract (the Bidder and the Bank) have complied with their obligations under the Integrity Pact. As approved by the Central Vigilance Commission, Shri Nageshwar Rao Koripalli, IRS (Retd.) (Email: knageshwarrao@gmail.com) and Shri Pramod Shripad Phalnikar, IPS (Retd.) (Email: pramodphalnikar@gmail.com) have been appointed as IEMs for the Bank. Either of them may act as IEM for this RFP process.

38. Subcontracting

The Bidder shall not subcontract or permit anyone other than its personnel and the parties enlisted in the response to perform any of the work, service or other performance required of the Bidder under the contract without the prior written consent of the Bank.

39. Indemnity to the Bank

The successful bidder shall, at its own cost and expenses, defend and indemnify the Bank against all third-party claims / damages / costs / fines / penalties, expenses (including reasonable legal fees) arising out of or relating to any of the following including but not limited to:

a) any of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India or outside India.

b) any violation by the successful bidder or its personnel of any applicable law, regulation or governmental requirement; or

c) any breach of obligations, representations, warranties, covenants, or material terms under this Agreement.

If the Bank is required to pay compensation to a third party resulting from such infringement, the successful bidder shall be fully responsible therefore, including all expenses and court and legal fees. The Bank will give notice to the successful bidder of any such claim and shall provide reasonable assistance to the successful bidder in disposing of the claim. Successful bidder shall have sole responsibility over the defence of any such claim.

40. Cancellation of Contract and Compensation

The general rule is that neither party to a contract may avoid performance of its duties to the other unless the other party first materially breaches the contract. For example, the Bidder may not refuse to perform its work under a contract unless the Bank does something that would constitute a material breach, such as failing to make payments in accordance with the agreed upon payment terms.

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances:

i. The Bidder commits a breach of any of the terms and conditions of the bid/contract.
ii. The Bidder goes into liquidation voluntarily or otherwise.
iii. The progress regarding execution of the contract, made by the Bidder is found to be unsatisfactory.
iv. The parties fail to settle the matter accordance with Dispute Resolution Mechanism mentioned in this contract.
v. If the contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.

After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract.

The Bank reserves the right to recover any dues payable by the Bidder from any amount outstanding to the credit of the Bidder, including the pending bills and/or invoking the

Bank Guarantee, if any, under this contract or any other contract/order. Work, Study Reports, documents, etc. prepared under this contract will become the property of the Reserve Bank of India.

In cases, where the Bank is terminating the contract, the Bank would pay the Bidder for the services, hardware, software and AMC/ATS rendered till the last day of termination after adjustment of dues as at above.

The Bidder reserves the right to cancel the contract with a written notice of 30 calendar days to the Bank. The Bank will not make any payments if any milestones have not been achieved and has the right to recover any advance payments made. The Bank shall pay for goods delivered and services rendered till the date of termination after recovery of any applicable dues payable by the selected Bidder.

41. Dispute Resolution Mechanism

41.1 The Bidder and the Bank shall always endeavour to amicably settle all disputes arising out of or in connection with the Contract. In the event of any dispute, controversy or claim arising out of or relating to this Contract, or any alleged breach hereof, that may arise in between the Parties in connection with this Contract, the Parties shall first attempt to settle the same through negotiations between representatives authorised for this. Parties shall use best endeavours to conclude the process of negotiations within a period of 30 days from the date on which any Party gives the other Party a notice to negotiate in good faith.

41.2 In the event negotiations fail, the dispute shall then be referred to and finally resolved by arbitration and the dispute may be submitted by either Party. The law governing this arbitration clause shall be Arbitration and Conciliation Act,1996. The seat of arbitration shall be Mumbai, Maharashtra, India. The arbitral tribunal shall comprise of three arbitrators (each Party to choose one, and the third to be appointed by mutual consent). The language of arbitral proceedings shall be English.

41.3 While identifying for appointment of the Arbitrator, the parties and the arbitrators, as the case may be, shall take into consideration the type of services envisaged under this Contract and the nature of dispute that is sought to be resolved. The “Arbitration Notice” issued by either Party should accurately

set out the disputes between the Parties, the intention of the aggrieved Party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other Party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one Party to the other in connection with the arbitration shall be in writing.

41.4 Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. The Bank will continue to pay the Bidder for such services rendered during pendency of disputes. However, the Bank reserves its right to withhold/temporarily terminate the services of the Bidder if it deems fit, depending on the nature of the dispute and the circumstances surrounding it.

42. Taxes and Duties

The Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within and outside India.

The Bidder is expected to submit the commercial bid inclusive of all taxes including applicable GST for each line item.

In case of any new taxes or duties and revision of existing taxes and duties, if any, introduced by Government of India or State government after the award of contract to the Bidder, shall be paid separately by the Bank on actuals (on submission of documentary proof). Benefit realised, by the Bidder, if any, due to reduction in rate of taxes/duties/levies/charges shall be passed on to Bank.

43. Notification of Awards

The acceptance of a bid, subject to contract, will be communicated in writing at the address supplied by the Bidder in the bid response. Any change of address of the Bidder, should therefore be promptly notified to:

The Chief General Manager-in-Charge
Department of Information Technology
Reserve Bank of India
14th Floor, Central Office Building,
Shahid Bhagat Singh Road,
Mumbai-400 001

44. Authorised Signatory for signing the contract

The Bidder shall indicate the authorised signatories who can correspond with the Bank, with regard to the obligations under the contract. The authorised signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the Bidder. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

45. Signing of Contract

The Successful Bidder shall be required to enter into a contract with Reserve Bank of India, within **45** working days of the award of the bid or within such extended period mutually agreed by both parties. All cost (legal charges like cost of stamp duty etc.) associated with the preparation/execution of the agreement shall be borne by the successful Bidder.

46. Vicarious Liability

The successful bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the Successful bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Successful bidder, for any assignment under the contract.

i. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Successful bidder shall be paid by the Successful bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the

successful bidder's employees, agents, contractors, subcontractors etc. The successful bidder shall agree to hold the Bank, its successors, assignees and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature (on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Bank) through the action of successful bidder's employees, agents, contractors, subcontractors etc. in performance or non-performance under this agreement.

ii. The successful bidder shall, in respect of the performance under this agreement, strictly adhere to all Local/Labour Laws, if applicable. The successful bidder shall file, from time to time, all returns and forms required to be filed statutorily, with the relevant labour authorities periodically and all such statutory requirements shall be complied with at all times during the currency of the contract. The Bank reserves the right to demand, and the successful bidder shall be obligated to provide, copies of any such filings as and when required by the Bank.

iii. The successful bidder shall, at its own cost and expense, indemnify, defend and hold harmless the Bank, its officers and employees from and against any and all claims, demands, actions, proceedings, liabilities, damages, losses, costs, charges, and expenses (including reasonable legal fees) arising out of or in connection with:

(i) any breach or non-compliance by the successful bidder or its personnel with applicable labour laws, rules, regulations, or statutory obligations;

(ii) any claim made by the successful bidder's employees, workmen, agents, or any individual engaged by the Successful bidder for remuneration, benefits, compensation, or any employment-related claim; and

(iii) any act, omission, or misconduct of the successful bidder or its personnel which results in liability for RBI under any labour-related laws.

iv. This indemnity shall survive the termination or expiry of this Agreement.

47. Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

48. Survival of Clauses

The provisions relating to indemnity, confidentiality, deliverables, limitation of liability, governing law and jurisdiction and any clause that by its reasonable implication is intended to survive, shall survive the termination of the awarded Contract.

49. Non-Solicitation

Neither the Bidder nor the bank, during the term of the contract and for a period of two years thereafter shall not without the express written consent of the other party, directly or indirectly:

i. recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise Utilise the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services under the contract; or

ii. induce any person who is / have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

50. No Employer Employee Relationship

The Bidder or any of its holding/subsidiary/joint-venture/affiliate/group/client companies or any of their employees/officers/staff/personnel/representatives/agents shall not, under any circumstances, have/deemed to have any employer-employee relationship with the Bank or any of its employees/officers/staff/ representatives/ personnel/ agents.

51. Insurance

The Bidder is required to take Transit Insurance and Erection All Risk (EAR) policy to cover hardware/software equipment cost at respective Bank's location till 45 days from

the date of delivery. Please note that insurance premium amount needs to be borne by the Bidder only.

52. Prices

Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations during the contract period. Prices shall be indicated in Rupees (₹) only.

53. Local Conditions

It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the Bid Documents. Bank shall not entertain any request for clarification from the Bidder regarding such local conditions. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bid Documents will be entertained by the Bank and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Bank on account of failure of the Bidder to appraise themselves of local laws / conditions.

54. Information Security

The Bidder and its personnel shall not carry any written material, layout, diagrams, CD/DVD, hard disk, storage tapes or any other media out of the Bank's premise without written permission from the Bank. The Bidder personnel shall follow the Bank's information security policy and instructions in this behalf.

Bidder shall provide certificate/assurance from application providers/OEMs that the application is free from embedded malicious/fraudulent code.

The Bidder shall ensure that the equipment/application/software and future upgrades being supplied shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the Bank arising due to activation

of any such embedded malware / malicious code. The Bidder shall ensure that subsequent patch, hot fixes, and upgrades are also free from malicious code.

The Bidder shall, at its own costs, comply with all applicable data protection laws, regulations, rules, and governmental requirements in the performance of this Agreement.

55. Ownership and Retention of Documents

The Bank shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.

Forthwith upon expiry or earlier termination of this Contract and at any other time On-Demand by the Bank, the Bidder shall deliver to the Bank all documents provided by or originating from the Bank and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Bank at no additional cost. The Bidder shall not, without the prior written consent of the Bank store, copy, distribute or retain any such documents.

56. Manuals/ Data Sheets

The Bidder must along with the product, supply all relevant manuals/data sheets. The manuals/data sheets shall be in English. Unless and otherwise agreed, the product(s) shall not be considered completely delivered for the purpose of taking over, until such manuals as may be necessary are provided to the Bank.

57. Sexual Harassment Clause

The Bidder shall be solely responsible for full compliance with the provision of the Sexual Harassment of Women at Workplace (Preventions, Prohibition and Redressal) Act, 2013 as per Annex-XVI. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint shall be filed before the Internal Complaints Committee constituted by the Bidder and the Bidder shall ensure appropriate action under the said Act in respect to the complaint.

Any complaint of sexual harassment from any aggrieved employee of the bidder against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.

Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the bidder.

The bidder shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

The bidder shall provide a complete list of its employees, updated from time to time, who will be providing services to the Bank.

58. Governing Law and Jurisdiction

The validity, interpretation, construction, and performance of this Contract shall be governed by Indian Laws and Courts in Mumbai shall have exclusive jurisdiction.

59. Limitation of Liability

The Bidder's aggregate liability in connection with obligations undertaken under this Contract, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort, or otherwise), shall be at actual and limited to the value of the Contract excluding taxes.

60. Price Reasonability

Notwithstanding the outcome of the tendering process, the Bank reserves the right to verify the reasonability of the prices quoted by the L1 Bidder. The Bidder shall, if so, required by the Bank, furnish supporting documents for such verification to substantiate the reasonability of the quoted prices.

61. Restriction on Procurement due to National Security

Compliance with Rule 144(xi) of the General Financial Rules (GFR) 2017, as inserted via Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020, issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, and subsequent Public Procurement Orders and their revisions, shall be mandatory. In this regard, the Bidder shall submit a Declaration on the OEM's letterhead, duly sealed and signed by the authorised signatory, in the format provided at Annex-II.

If the Undertaking/Declaration submitted by the Bidder is found to be false or misleading, the Bank may immediately terminate the tender/work order, initiate legal

action including forfeiture of the Earnest Money Deposit (EMD), Performance Bank Guarantee (PBG), or Security Deposit, and may also debar the Bidder from participating in future tenders issued by the Bank.

62. Cancellation of Tender

The Bank reserves the right to cancel or withdraw this RFP, in whole or in part, at any time prior to the execution of a final agreement. The cancellation or withdrawal of the RFP shall not result in any liability or claims against the Bank and the Bank is under no obligation to proceed with the procurement process.

Annex I – List of Bank's locations

Indicative List of Bank's locations

SN	Location
1	Site 1- Reserve Bank of India, Primary Data Centre (PDC), Kharghar Mumbai
2	Site 2- Reserve Bank of India, On-city Data Centre, Belapur (ODC), Mumbai
3	Site 3- Reserve Bank of India, Disaster Recovery Data Centre (DRDC), Nagpur

Note: The number of locations may increase or decrease as per the Bank's requirements.

Annex II – Proforma for Declaration by the OEM regarding country sharing land border with India

To be submitted by Bidder/OEM's letter head

The Chief General Manager-in-Charge

Department of Information Technology,

Central Office, Reserve Bank of India,

14th Floor, Central Office Building,

Shahid Bhagat Singh Road,

Mumbai – 400 001.

Dear Sir,

Ref: RFP No. _____dated _____

Bidder Name: _____

We, (Company Name), a private limited company incorporated under the provisions of the Companies Act, 1956/2013, and a reputable provider of services for certain software products ("Company Name Products"), having our registered office address at (Address), hereby submit this declaration.

We, as an OEM, have read and understood the contents of the RFP on Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India, regarding the insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017, and the amendments & clarifications thereto.

We further acknowledge and undertake compliance with the said provisions concerning restrictions on procurement of goods and services from, and/or subcontracting to, contractors from countries sharing a land border with India.

Signature and Name of the authorised signatory of the Bidder with Rubber Stamp

Date:

Place:

Annex III – Technical Specifications

Sl. No.	OEM	Product Number	Product Description	Quantity
Nexus Switches				
01	CISCO	C1-N9K-RENEW-T	Cisco DCN Subscription Renewal	1
02		C1A1TN9500M816-1Y	Cisco ONE Advantage Term N9500 M8/M16, 1Y	6
03		C1A1TN9300XF-1Y	Cisco ONE Advantage Term N9300 XF, 1Y	86
04		SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	86
05		SVS-B-N9K-ADV-M816	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	6
		Stealthwath		
06	CISCO	ST-SEC-SUB	Cisco Stealthwatch Enterprise XaaS Subscription	1
07		ST-FR-LIC	Cisco Secure Network Analytics Flow Rate License	210000
08		SVS-ST-SEC-SUP-B	Cisco Support Basic for Secure Network Analytics	1

Annex IV – Commercial Bid form

S No.	Product Number	Product Description	Quantity	Unit Price(₹)	Taxes (₹)	Unit Prices with Taxes (₹)	Total Price (₹)	Remarks
1	C1-N9K-RENEW-T	Cisco DCN Subscription Renewal	1					
2	C1A1TN9500M816-1Y	Cisco ONE Advantage Term N9500 M8/M16, 1Y	6					
3	C1A1TN9300XF-1Y	Cisco ONE Advantage Term N9300 XF, 1Y	86					
4	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	86					
5	SVS-B-N9K-ADV-M816	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	6					
6	ST-SEC-SUB	Cisco Stealthwatch Enterprise XaaS Subscription	1					
7	ST-FR-LIC	Cisco Secure Network Analytics Flow Rate License	210000					
8	SVS-ST-SEC-SUP-B	Cisco Support Basic for Secure Network Analytics	1					

Terms and Conditions:

I. All the Commercial values shall be quoted in Indian Rupees.

II. All the items mentioned in the technical BoM should be provided in commercial BoM. No rows or columns of the bid should be left blank, neither zero price should be quoted for any line item in the Bill of Material unless such item's cost forms a part of or is bundled with

another product's cost in which case the same shall be specifically specified by the Bidder. A certificate in this regard may also be furnished if applicable.

III. The price shall be inclusive of all taxes. The tax calculation should be shown separately.

IV. Above rates shall be valid for a period of minimum one year from the date of issue of PO for any additional requirement of items quoted in BoM.

V. The above-mentioned quantity of hardware, software, licenses, services are indicative only and for the purpose of calculation of Total Cost of Ownership (TCO) for selection of successful bidder. The Bank reserves the right to increase or decrease the quantity based on the requirement of the Bank at the time of placement of order.

Place:

Date:

Signature of Authorized signatory with Seal

Annex V - Deviations

Deviations from Technical Specifications and Terms and Conditions of the RFP on Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres at Reserve Bank of India

(On the letterhead of Bidder)

S No	RFP Clause and Page No. of RFP	Technical Specifications or Terms and Conditions in Tender Document	Deviation offered	Reasons and whether deviation add to any Operational efficiency in case of the systems
1				
2				

Place:

Date:

Signature of Authorised signatory with seal

Note:

i. The above information should be furnished in full detail.

ii. In case of any deviations from the terms and conditions of the tender document, such deviations must be clearly specified.

iii. If deviations from the technical specifications are proposed, the reasons for such variations should be provided. Additionally, it should be explicitly mentioned whether these deviations improve the overall performance of the systems, supported by relevant technical documentation as required above.

Annex VI - Compliance Statement

(On letterhead of the Bidder)

The Chief General Manager-in-Charge
Department of Information Technology
Reserve Bank of India
14th Floor, Central Office Building,
Shahid Bhagat Singh Road,
Mumbai-400 001

COMPLIANCE STATEMENT

Dear Sir,

With reference to the RFP on Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India

1 Having examined the Bid Documents including Annexes, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply all the software Subscriptions, and Services 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.

2 We undertake, if our Bid is accepted, 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 the Reserve Bank of India or its appointed representatives.

3 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 equivalent to 10% of the annual TCO amount quoted by us for the due performance of the contract.

4 We agree to abide by this Bid and the rates quoted therein for the orders awarded by the Bank from the last day of bid submission up to the period prescribed in the Bid which shall remain binding upon us.

5 We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addenda, other documents and if required including the changes made to the original bid documents issued by RBI, provided that only the list of deviations furnished by us in the relevant Annex, which are expressly accepted by RBI and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. RBI is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and RBI's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

6 We hereby agree to comply with all the guidelines of CVC, Government, as applicable.

7 Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

8 We agree that we are not bound to accept the lowest or any Bid Response we 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.

9 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.

10 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" as amended from time to time.

11 We certify that we have provided all the information requested by RBI in the format requested for. We also understand that RBI has the exclusive right to reject this offer in case RBI is of the opinion that the required information is not provided or is provided in a different format.

Dated this ……. Day of ……..2026

…… …….

(Signature) (In the capacity of)

Duly authorised to sign the Bid Response for and on behalf of:

……

(Name and address of Bidding Company)

Seal/Stamp of Bidder

Annex VII - MAF

(On OEM's letter head)

Manufacturer's Authorization Form

No. _____ Date: _____

Chief General Manager-in-Charge
Reserve Bank of India,
Department of Information Technology,
14th Floor, Central Office Building,
Shahid Bhagat Singh Marg,
Fort, Mumbai – 400 001

RFP on Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centresof Reserve Bank of India

Sub: Manufacturer Authorization for your procurement needs

Dear Sir/ Madam:

We wish to take the opportunity to inform you that as a policy, <Name of OEM> business associates/Partners/System Integrator in each country carry out all the commercial transactions for <OEM products> with the customers directly and enter into contracts independent of OEM. OEM is the sole manufacturer of products like ----------, etc. which can be procured through <Name of OEM> business associates/Partners/System Integrator.

We confirm that the business associates/Partners/System Integrator (Name ……) having its registered office at (Address ……) is one such "business associates/Authorised Partners/System Integrator" for <OEM> products in India business associates/Partners/System Integrator Name …….. , among others, possesses the requisite expertise and resources to supply, renew, upgrade, install and maintain<OEM> products to you.

The “business associates/Authorised Partners/System Integrator” has been a partner with us (please mention the level of partnership) ..... Continually for the last ..... years in India and has back-to-back support available from <OEM> to meet the SLA requirement.

We also certify that the purchaser may inspect our facilities to ascertain the claims made in regard to, if necessary, to establish to its satisfaction about the OEM’s capabilities regarding their solution.

Trust that the above points suffice your requirements. Should you need any further information or clarification in this regard, please feel free to contact us.

Thanking You,

For <OEM>Authorised signatory

Name:

Designation:

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Annex VIII - Undertaking from Bidder on Support

Undertaking from Bidder on Support

(To be furnished by the Bidders on their Letter Head)

Place:

Date:

The Chief General Manager-in-Charge,
Reserve Bank of India,
Department of Information Technology,
Central Office Building,
Shahid Bhagat Singh Marg,
Mumbai - 400 001.

Dear Sir,

Sub: RFP on Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India

In compliance with the requirement of the tender document, we hereby undertake to provide support for all the products for one (01) year from the date of product entitlement from the OEM. In the event that we are unable to provide such support for the aforesaid period, we shall upgrade the affected component and/or sub-component with an alternative acceptable to the Bank, at no additional cost to the Bank, and without causing any performance degradation and/or project delays. It is hereby declared that the software and hardware quoted and supplied under this RFP will not be End of Support (EOS) by the OEM within 01 (one) year from October 01, 2026.

Yours faithfully,

(Signature of Authorised Signatory)

<NAME, TITLE AND ADDRESS>

FOR AND ON BEHALF OF

<NAME OF THE APPLICANT ORGANISATION>

Annex IX - Undertaking from OEM/s on Support

(To be furnished by the OEM/s on its Letter head)

Place:

Date:

The Chief General Manager-in-Charge,
Department of Information Technology,
Central Office Building,
Shahid Bhagat Singh Marg,
Mumbai - 400 001.

Dear Sir,

Sub: RFP on Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India

In compliance with the requirement of the tender document, we hereby extend our support for (Company Name) Products for a period up to one (01) year, in accordance with the Contract, the version of the (Company Name) Products in use, and subject to the (Company Name) Life Cycle and Update Policies. It is hereby declared that the software and hardware quoted and supplied under this RFP will not be End of Support (EOS) by the OEM within the period of the contract. In the event of the supplied equipment being declared End of support during the period of contract, the bidder has to replace the equipment with equipment having equivalent or higher configurations and in support without any cost to Bank.

Yours faithfully,

(Signature of Authorised Signatory)

<NAME, TITLE AND ADDRESS>

FOR AND ON BEHALF OF

<NAME OF THE APPLICANT ORGANISATION>

Annex X - Undertaking from OEM/s on product

(To be furnished by the OEM/s on its Letter head)

Place:

Date:

The Chief General Manager-in-Charge,

Department of Information Technology,

Central Office Building,

Shahid Bhagat Singh Marg,

Mumbai - 400 001.

Dear Sir,

Sub: RFP on Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India.

We confirm that (Company Name) branded Software does not, at the time of delivery, contain any malicious or hidden mechanisms, including code designed for the purpose of damaging or corrupting the Software. Support for (Company Name) Products, including the supply of all new releases, versions, updates, upgrade patches and/or bug fixes for the (Company Name) Products, will be available in accordance with the (Company Name) Enterprise Agreement and subject to the (Company Name) Life Cycle and Update Policies.

Yours faithfully,

(Signature of Authorised Signatory)

<NAME, TITLE AND ADDRESS>

FOR AND ON BEHALF OF

<NAME OF THE APPLICANT ORGANISATION>

Annex XI - Bidders Queries Proforma

Bidders Queries Proforma- Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India

Contact Details	
Name of Organization submitting request (Enter Full Legal Entity name)	
Full formal address of the organization	
Tel	
Email	
Name & position of person submitting request	
Name	
Position	

S. No.	RFP Section Number	RFP Page Number	RFP Point Number	Query Description

Place:

Date:

(Signature of Authorised Signatory)

<NAME, TITLE AND ADDRESS>

FOR AND ON BEHALF OF

<NAME OF THE APPLICANT ORGANISATION>

Annex XII - Bidders' Profile

(On Bidder's letter head)

BIDDER DETAILS		
1	Registered name of the bidding company	
2	Established Since	
3	Address of the Registered Office	
4	Names of Directors	1. Name (with Phone Nos) 2. 3.
5	Structure chart of the organization	
6	Total number of employees for the last 3 years	
7	Number of offices/branches in India with locations	
8	Escalation Matrix	
9	Any other information of relevance and interest to the Bank may be furnished	

Place:

Date:

(Signature of Authorised Signatory)

<NAME, TITLE AND ADDRESS>

FOR AND ON BEHALF OF

<NAME OF THE APPLICANT ORGANISATION>

Annex XIII - Integrity Pact

INTEGRITY PACT

(On INR 100 stamp paper)

General

This Agreement (hereinafter called the Integrity Pact) is made on this …… Day of …….Month, 20…., between, Reserve Bank of India (RBI), established on April 1, 1935 in accordance with the provisions of the Reserve Bank of India Act, 1934 having its Head Office at Mumbai 400001 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s…… represented by Mr. / Mrs. ……, Chief Executive Officer / Authorised Representative (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to purchase services/ goods for Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India and the BIDDER is willing to offer / has offered the said services. The BUYER needs to adhere with all relevant laws of land, rules, regulations, economic use of resources and of fairness in its relations with the Bidder. In order to achieve these goals, the Buyer may appoint an Independent External Monitor (IEM), who will monitor the bidding process and the execution of the contract for compliance with the principles mentioned above. Shri Nageshwar Rao Koripalli, IRS (Retd.) (Email: knageshwarrao@gmail.com) and Shri Pramod Shripad Phalnikar, IPS (Retd.) (Email: pramodphalnikar@gmail.com) have been appointed as an Independent External Monitors (IEMs) in RBI, either of them may act as IEM for this RFP process.

WHEREAS the BIDDER is a Private Company / Partnership / LLP / LLC, constituted in accordance with the relevant law in the matter and the BUYER is the Central Bank of the country performing its functions on behalf of the President of India.

NOW,
THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free

from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

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

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

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

1. **Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will treat all BIDDERs alike and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case

while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. **Commitments of the Independent External Monitor (IEM)**

2.1 The Buyer may appoint a competent and credible Independent External Monitor for this Pact. Shri Nageshwar Rao Koripalli, IRS (Retd.) (Email: knageshwarrao@gmail.com) and Shri Pramod Shripad Phalnikar, IPS (Retd.) (Email: pramodphalnikar@gmail.com) has been appointed as an Independent External Monitor (IEM) in RBI. Either of them may act as IEM for this RFP process. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- The Bidder's accept that the Monitor has the right to access without restriction to all project documentation of the Buyer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Bidder's (if any). The Monitor is under contractual obligation to treat the information and documents of the Bidder's / Sub-Bidder's with confidentiality.
- The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have impact on the contractual relations between the Buyer and the Bidder. The parties offer to the monitor the option to participate in such meetings.
- As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- The Monitor will submit a written report to the CGM (DEPARTMENT OF

INFORMATION TECHNOLOGY) within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposals for correcting problematic situations.

- If the Monitor has reported to the CGM (DEPARTMENT OF INFORMATION TECHNOLOGY), a substantiated suspicion of an offence under relevant IPC/PC Act, and the CGM (DEPARTMENT OF INFORMATION TECHNOLOGY) has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- The word 'Monitor' would include both singular and plural.

3. **Commitments of BIDDERs**

3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour , any material or immaterial benefit or other advantage , commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the

Government.

- BIDDERS shall disclose the name and address of Agents and Representatives and Indian BIDDERs shall disclose their foreign Principals or Associates.
- BIDDERs shall disclose the payments to be made by them to Agents / Brokers or any other intermediary, in connection with this bid / contract.
- The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / service provider / system integrator and has not engaged any individual or firm or company whether Indian or Foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- The BIDDER, either while presenting the bid or during negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, Agents, Brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- If the BIDDER or any employee of the BIDDER or any person acting on behalf of the
- BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be is closed by the BIDDER at the time of filing of bid. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

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

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

5. **Sanctions for Violations**

5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- To immediately call off the pre contract negotiations without assigning any

reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- The Security Deposit / Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
- To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- To recover all sums already paid by the BUYER with interest thereon at 1% higher than the prevailing Base Rate of a Scheduled Commercial Bank, while in case of a BIDDER from a country other than India with interest thereon at 1% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other services, such outstanding payment could also be Utilised to recover the aforesaid sum and interest.
- To encash the Performance Bank Guarantee / Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- To cancel all or any other Contracts with the BIDDER. The BIDDER shall· be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or Agent or Broker with a view to securing the contract.
- In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not

be opened.

- Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

6. **Fall Clause**

The BIDDER undertakes that it has not supplied / is not supplying similar product / services or sub-services in similar quantity during last one year from the date of issuance of this RFP, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU or PSB and if it is found at any stage that similar product / services or sub-services was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or PSB at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. **Facilitation of Investigation**

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

8. **Law and Place of Jurisdiction**

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

9. **Other Legal Actions**

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

10. **Validity**

The validity of this INTEGRITY PACT shall be from date of its signing and extend up to 12 months post last payment to the successful Bidder as part of the overall contract whichever is later. In case BIDDER is unsuccessful, this INTEGRITY PACT shall expire after the appointment of the successful Bidder.

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

11. The parties hereby sign this Integrity Pact at on

Reserve Bank of India	BIDDER (legal entity)
Name of the Officer: Designation: Department	Authorised Representative
Witness	Witness

Annex XIV - Non-Disclosure Agreement

Non-Disclosure Agreement

(On INR 100 stamp paper)

The Chief General Manager-in-Charge [Date]

Department of Information Technology
Reserve Bank of India
14th Floor, Central Office Building,
Shahid Bhagat Singh Road,
Mumbai-400 001

[Salutation]

Confidentiality Undertaking

We acknowledge that during the course of bidding and in case of successful Bidder, during the contract period for Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India, we may have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to RBI and its business that is provided to us pursuant this Agreement. 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 or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product Bidder / implementation partner]
5. This Agreement 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 RFP floated for Supply, Delivery,

Installation, Support/ Services, Learning Services, Testing, Commissioning, Warranty & Maintenance of in RBI;

- With your prior written consent, such consent not to be unreasonably withheld;
- To the extent that such disclosure is required by law;
- To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
- To our professional advisers for the purposes of our seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

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; 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.
7. This Agreement shall not apply to Confidential Information that:
   - Is in the public domain at the time it is acquired by us;
   - Enters the public domain after that, otherwise than as a result of unauthorised disclosure by us;
   - Is already in our possession prior to its disclosure to us; and
   - Is independently developed by us.
8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.
9. We acknowledge that the Confidential Information will not form the basis of any contract between you and us.
10. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
11. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any

single or partial exercise thereof or the exercise of any other right, power, or privilege.

12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

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

Yours sincerely

(Signature of Authorised Signatory)

<NAME, TITLE AND ADDRESS>

FOR AND ON BEHALF OF

<NAME OF THE APPLICANT ORGANISATION>

Annex XV - Self-Declaration on Sexual Harassment of Women at Workplace

(On letterhead of the Bidder)

Compliance to Self-Declaration on The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

Strictly Private and Confidential

The Chief General Manager-in-Charge

Department of Information Technology

Reserve Bank of India

14th Floor, Central Office Building,

Shahid Bhagat Singh Road,

Mumbai-400 001

[Date]

Dear Sir,

Sub: RFP on Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India

Further to our proposal dated……, in response to - Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India (hereinafter referred to as "RFP") issued by Reserve Bank of India (hereinafter referred to as "RBI") we hereby covenant, warrant and confirm as follows:

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 its employee within the premises of the Bank, 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.

Any complaint of sexual harassment from any aggrieved employee of the Bidder against employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

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 Bank's employee, if sexual violence by the employee of the Bidder is proved.

The Bidder shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

The Bidder shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

Yours faithfully,

(Signature of Authorised Signatory)

<NAME, TITLE AND ADDRESS>

FOR AND ON BEHALF OF

<NAME OF THE APPLICANT ORGANISATION>

Annex XVI - Earnest Money Deposit

Earnest Money Deposit

To,
The Chief General Manager-in-Charge
Department of Information Technology,
Reserve Bank of India, Central Office,
Shahid Bhagat Singh Marg,
Mumbai 400 001

Dear Sir,

Sub: Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India

WHEREAS The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Marg, Mumbai has invited bids for Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India, as mentioned in the tender document.

1. It is one of the terms of invitation of tenders that the Bidder shall furnish a Bank Guarantee for a sum of ₹34,60,000 (Rupees Thirty-Four Lakh Sixty Thousand Only) as Earnest Money Deposit.

2. M/s_____, (hereinafter called as Bidder), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Employer in respect of the said sum of ₹34,60,000 (Rupees Thirty-Four Lakh Sixty Thousand Only)

NOW THIS GUARANTEE WITNESSETH

1. We _____ (bank) do hereby agree with and undertake to the Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India

coming to the conclusion that the Bidder have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall On-Demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of rupees mentioned as EMD i.e., ₹34,60,000 (Rupees Thirty-Four Lakh Sixty Thousand Only)) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of EMD i.e., ₹34,60,000 (Rupees Thirty-Four Lakh Sixty Thousand Only)

2. We also agree to undertake and confirm that the sum not exceeding the EMD amount i.e., ₹34,60,000 (Rupees Thirty-Four Lakh Sixty Thousand Only)as aforesaid shall be paid by us without any demur or protest, merely On-Demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Bidder.

4. This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

5. We hereby further agree that -

a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Bidder or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the

Bidders of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹34,60,000 (Rupees Thirty-Four Lakh Sixty Thousand Only).b) Our liability under these presents shall not exceed the sum of ₹34,60,000 (Rupees Thirty-Four Lakh Sixty Thousand Only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to one year from the last date of submission of bid (Date) provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

(Signature of Authorised Signatory)

<NAME, TITLE AND ADDRESS>

FOR AND ON BEHALF OF

<NAME OF THE APPLICANT ORGANISATION>

(Note: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

Annex XVII - Performance Bank Guarantee Proforma

Performance Bank Guarantee Proforma

The Chief General Manager-in-Charge
Department of Information Technology
Reserve Bank of India
14th Floor, Central Office Building,
Shahid Bhagat Singh Road,
Mumbai-400 001

Dear Sir,

PEFORMANCE BANK GUARANTEE – Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India.

WHEREAS

M/s. _____ (name of the Bidder), a company registered under the Companies Act, 1956 / a partnership firm registered under the Partnership Act, 1932, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, shall include its successors and assigns), has entered into an Contract/Agreement dated …….. (hereinafter referred to as "the said Agreement") with you (Reserve Bank of India) for - *Supply, Installation, subscription, registration and other Services* at Reserve Bank of India, as detailed in the scope of work for the Bidder in the RFP document for *Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India.*, as detailed in the said Agreement.

We are aware that in terms of sub-para (…), Section (…), Chapter (…) of the said Agreement, our constituent is required to furnish a Performance Bank Guarantee for an amount ₹……. (In words and figures), equivalent to 10% of the annual TCO amount quoted by the Bidder. This will be valid till the payment associated with this milestone and submission of PBG for release of last payment instalments.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

I. In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith On-Demand such sum/ not exceeding the sum of ₹…… (in words and figures) without any demur.

II. Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

III. This Performance Bank Guarantee shall continue and hold good till the completion of the contract period subject to the terms and conditions in the said Agreement.

IV. We bind ourselves to pay the above said amount provided a claim or demand under this guarantee is made by Reserve Bank of India on us on or before completion of contract (date).

V. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honour the same without demur.

VI. In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.

VII. We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of completion of the contract (Date).

VIII. Any notice by way of demand or otherwise hereunder may be sent by special courier, fax, hand delivery, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

IX. If it is necessary to extend this Performance Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (Reserve Bank of India).

X. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent, nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up but will ensure to the benefit of you and be available to and be enforceable by you.

XI. Notwithstanding anything contained hereinabove, our liability under this Performance Bank Guarantee is restricted to ₹……(in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the date of completion of the contract (Date).

XII. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favour.

2. We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee. Notwithstanding anything contained herein:

I. Our liability under this Performance Bank Guarantee shall not exceed ₹…… (in words and figure);

II. This Performance Bank Guarantee shall be valid only up to …… (Date); and

III. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before the date of completion of the contract (Date).

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Date:

Yours faithfully,

(Signature of Authorised Signatory)

<NAME, TITLE AND ADDRESS>

FOR AND ON BEHALF OF

<NAME OF THE APPLICANT ORGANISATION>

Annex XVIII - Compliance Certificate of Commercial Bid

Compliance Certificate of Commercial Bid

(On letterhead of the Bidder)

The Chief General Manager-in-Charge
Department of Information Technology
Reserve Bank of India
14th Floor, Central Office Building,
Shahid Bhagat Singh Road,
Mumbai-400 001

Dear Sir,

Subject: Bid dated [Date] - COMMERCIAL BID for Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India.

Having examined the Bid Document, we, the undersigned, hereby submit our Commercial Bid to supply, deliver, implement, and commission all the items mentioned in the Request for Proposal (RFP) and the schedules of requirements and services, for the Reserve Bank of India, in conformity with the said Bid Document, for a total bid price of:

(Indian Rupees [amount in figures] only, i.e., [amount in words])

We attach herewith our Commercial Bid Response as required by the RFP, which constitutes our bid.

We undertake, if our Bid is accepted, to adhere to the implementation plan submitted in our Bid Response, or such modified plan as may subsequently be mutually agreed between us and the Reserve Bank of India or its appointed representatives.

We hereby confirm the prices quoted by us are reasonable and in line with industry standards.

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 awarded, 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".

Dated this ……. Day of ……2026

…… …….

(Signature) (In the capacity of)

Duly authorised to sign the Bid Response for and on behalf of:

……

(Name and address of Bidding Company)

Seal/Stamp of Bidder

Witness name:

Witness address:

Witness signature:

Annex XIX – Letter of Authority

Letter of Authority

(This 'Letter of Authority' should be issued on the letterhead of the OEM)

Place:

Date:

The Chief General Manager-in-Charge
Department of Information Technology,
Central Office, Reserve Bank of India,
14th Floor, Central Office Building,
Shahid Bhagat Singh Road,
Mumbai – 400 001.

Dear Sir,

Subject: Letter of Authority

We have been approached by M/s_____ in connection with your tender name _____No._____dated_____.

We confirm having offered to them the software/ hardware in line with your requirement outlined in the RFP - “Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India.”

Our offer to them is for the following software/hardware for which we are the OEM and having back-to-back support agreement with the bidder to meet the required SLA as per RFP.

1._____

2._____

3._____

4._____

5._____

The authorized agency would independently support and service the above-mentioned software / hardware during the contract period.

_____

(Signature of Authorized Signatory)

<NAME, TITLE AND ADDRESS>

FOR AND ON BEHALF OF

<NAME OF THE APPLICANT ORGANISATION>

Annex XX – Acceptance Certificate

(To be submitted by the Successful Bidder Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India.)

No. Date:

M/s. ……

……

Sub: Certificate of Delivery/Testing/ Activation and Registration of software subscription licenses at Bank's Data Centres

This is to certify that the Systems/Solution as detailed below have been received in good condition along with all the standard and other accessories (subject to remarks in para-No.3) in accordance with the Contract/Specifications. The same have been received at the office location in good condition subject to verification.

1) The delivered equipment/Solutions have been installed and commissioned successfully.

a) Contract No. _____ dated _____

Sr. No.	Description	Qty	Delivery dt.	Installation dt.

2) Details of services not yet supplied and recoveries to be made on that account:

Sr. No.	Description	Amount to be recovered

3) The Contractor has fulfilled his contractual obligations satisfactorily*

OR

The Contractor has failed to fulfil his contractual obligations with regard to the following:

a) ……

b) ……

4) The amount of recovery on account of non-render of Services /Systems is given under Para No._____.

5) The amount of recovery on account of failure of the Contractor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature: _____

Name: _____

Designation: _____

Strike out whichever is not applicable.

Explanatory notes for filing up the certificates:

(a) It has adhered to the time schedule specified in the contract in dispatching / installing the systems/ manuals pursuant to Technical Specifications.

(b) He has supervised the commissioning of the services in time i.e., within the period specified in the Contract from the date of intimation by the Purchaser in respect of the installation of the system.

(c) Training of the personnel has been done by the bidder as specified in the Contract.

(d) In the event of Manuals having not been supplied or installation and commissioning of the Services having been delayed on account of the Contractor, the extent of delay should always be mentioned.

Annex XXI– Acceptance Criteria- Broad Parameters

The Broad parameters for acceptance test of the solution is as follows:

S. No.	Acceptance Criteria
1	The Bidder shall ensure successful subscription, supply, activation and registration of all software subscription licences in the name of the Reserve Bank of India, as specified in this RFP and the supplied subscription licenses shall undergo an acceptance process upon delivery.
2	The Bank shall verify the software subscription licences match the specifications outlined in the purchase order/ RFP, including part code accuracy, quantity, support level, license type.
3	The Bidder shall submit the OEM licence entitlement certificates, subscription details, proof of licence activation, and such other documents as may be required by the Bank for verification and acceptance of the software subscription licences. The deliverables shall be deemed accepted only upon successful verification and issuance of an Acceptance Certificate by the Bank.
4	The software subscription licences supplied by the Bidder shall conform to the technical specifications, Bill of Material (BoM), and other requirements stipulated in this RFP.
5	Any discrepancies or failures in activation will be considered grounds for rejection until resolved to the purchaser's satisfaction.
6	The products provided by the Bidder must meet the technical and other specifications at the minimum, as envisaged in this document.
7	The Annual Health Check/Yearly Comprehensive Review, wherever specified, shall be carried out by the respective OEM and shall be deemed complete upon submission of the Health Check Report and acceptance of the deliverables by the Bank.

Annex XXII-A – Submission Checklist for Eligibility cum Technical Evaluation

Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India

The Bidder shall ensure submission of the following documents/items as part of the bid submission process.

Non-submission of any of the documents/items listed below may result in disqualification of the Bidder.

Items	Submitted (Bidder)	Verified (RBI)
1. Bidders Profile as per Annex XII	☐	☐
2. Non-Disclosure Agreement as per Annex XIV (original also to be submitted in physical to the Bank before Eligibility Cum Technical Bid Opening)	☐	☐
3. BG against Earnest Money Deposit as per Annex XVI (original also to be submitted in physical to the Bank before Technical Bid Opening)	☐	☐
4. Integrity Pact as per Annex XIII	☐	☐
5. Deviations as per Annex V	☐	☐
6. Letter of Authority as per Annex XIX	☐	☐
7. Compliance Statement as per Annex VI	☐	☐
8. Technical Bid Form (Bill of Material without prices) as per Annex III	☐	☐
9. Undertaking from Bidder on Support as per Annex VIII	☐	☐
10. Undertaking from OEM on Support & Products as per Annex IX and Annex X	☐	☐

11. Necessary documents for Bidder's eligibility cum technical evaluation criteria as mentioned in Para 6 of the RFP.	☐	☐
12. Product Brochures containing detailed description of essential technical and performance characteristics of all offered components	☐	☐
13. Manufacturer Authorization Form (MAF) as per Annex VII	☐	☐
14. Compliance to Self-Declaration Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 as per Annex XV	☐	☐
15. Compliance to remaining Annexes (Annex I, Annex II)	☐	☐

Annex XXII-B – Submission checklist for Commercial Evaluation (Stage II)

RFP on Procurement of Software subscription Licences and associated services for Network Traffic Analysis (NTA) solution under the existing NTA solution at Data Centres of Reserve Bank of India.

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

Items	Submitted (Bidder)	Verified (RBI)
1. Commercial bid form as per Annex-IV (excel to be filled)	☐	☐
2. Compliance Certificate of Commercial Bid as per Annex-XVIII	☐	☐

End of Document

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