



Reserve Bank of India

NOTICE INVITING TENDER

Tender ID: RBI/DIT-CO Central Office Departments/Others/3/24-25/ET/180[WebEx licenses and FMS]

Request for Proposal for Cisco WebEx Suite - Supply, Installation, Testing, Maintenance and Facilities Management at Reserve Bank of India

Department of Information Technology (DIT), Reserve Bank of India (RBI), Central Office, 14th Floor, Central Office Building, Shahid Bhagat Singh Marg, Fort, Mumbai – 400 001 invites two-part Tender through e-tendering at MSTC portal (<https://www.mstcecommerce.com/eprochome/rbi/>) from eligible bidders for procurement of Cisco WebEx Suite (licenses) - Supply, Installation, Testing, Maintenance and Facilities Management at Reserve Bank of India.

This "Request for Proposal" (RFP) is not following Reverse Auction route. The RFP document for the project is hosted on MSTC Limited website. The companies intending to participate in the tender process shall submit their bids online as per the Tender document which may be downloaded from MSTC website from the following URL: https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp. **The tender document shall not be issued by any other means under any circumstances whatsoever.** Corrigenda or clarifications, if any, shall be hosted on the above-mentioned website only. RBI reserves the right to accept any or reject any / all the tenders. Steps to be performed by the bidder:

- a. Bidders need to register themselves on the MSTC website (https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp). Vendor registration manual is present on MSTC website. Bidder needs to have valid Digital Certificate with signing and encryption rights. The bidders are requested to ensure that they have the same, well in advance. For any assistance for bidding purpose, bidder can contact MSTC e-Procurement team directly ({Mr. Tanmoy Sarkar, Deputy Manager, e-mail- tsarkar@mstcindia.co.in, Mob.: 8349894664; Ms. Rupali Pandey, Deputy Manager, E-mail- rpandey@mstcindia.co.in, Mob.: 9458704037; Centralized MSTC Helpdesk for Vendors, E-mail- helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails), Mob.: 07969066600 (9:30 AM to 5:00 PM on all working days for all Technical issues relating to e-Tenders, System settings etc.)). For any other queries related to the RFP, the bidders may contact through e-mail on vc@rbi.org.in.
- b. Post successful registration, Bidder can access the RFP document and related annexures.
- c. Bidder can upload their respective bids on the above mentioned MSTC portal. It is to be noted that Bidders will be able to view and access their own bids only.
- d. **Last date for submission of tender: 15:00 hrs. of July 25, 2024 on MSTC website.**

Chief General Manager-in-Charge
Department of Information Technology



Request for Proposal (RFP)

For

Cisco WebEx Suite

Supply, Installation, Testing, Maintenance and Facilities Management

at

Reserve Bank of India

**Tender ID: RBI/DIT-CO Central Office Departments/Others/3/24-25/ET/180[WebEx
licenses and FMS]**

[July 05, 2024]

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:

Reserve Bank of India, Department of Information Technology, Central Office, Mumbai, has prepared this document to give background information on the Project to the interested parties. While Reserve Bank of India (RBI) has taken due care in the preparation of the information contained herein and believe it to be accurate, neither RBI nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by RBI in submitting the bid. The information is provided on the basis that it is non-binding on RBI or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the Project or to change the specifications of the project or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

The proposal in response to the Tender Document should be signed and submitted by a person duly authorized to bind the bidding company to the details submitted in the proposal in response to the Tender Document/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 bind the bidding. All pages of the bid documents are to be signed by the authorized signatory. For queries and clarification regarding the RFP, please feel free to contact us at the address mentioned.



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1. RFP Schedule

The following table is 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 and without providing any notice/intimation or reasons thereof. Changes to the time frame and/or venue will be communicated to the respondents concerned.

Indicative Time frame for the overall process is as shown below:

SNO	Process	Date
1.	Date of release of RFP Document.	July 05, 2024
2.	Last date for receipt of queries over e-mail from bidders for Pre-Bid meeting	July 15, 2024
3.	Date and time of Pre-bid meeting	July 18, 2024 at 15:00 hrs.
4.	Date of publication of Addendum/ corrigendum to the RFP, if any	July 19, 2024
5.	Date & Time of Final Submission of Bids on the MSTC Portal	July 25, 2024 till 15:00 Hrs
6.	Date and Time of Technical Bid Opening	July 25, 2024 at 15:30 hrs
7.	Date and Time of Commercial Bid Opening	Will be communicated
8.	Validity of the bid	180 days from the date of submission of bid

Contact details

I.	Address for contact	Chief General Manager Department of Information Technology 14 th Floor, Central Office Building, Reserve Bank of India, Shahid Bhagat Singh Road Mumbai - 400 001
II.	All Queries to be mailed to	vc@rbi.org.in
III.	Portal for registration of bidder on MSTC	https://mstcecommerce.com/eprocho me/rbi/



2. Purpose of Document

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

2.2 The Bank intends to sign contract with the selected Bidder for Supply, Installation, Integration, Maintenance and Facilities Management for **Cisco Webex Suite solution**, to be implemented at the Bank. The initial period of contract shall be for a period of one (01) year which may be extended at mutually agreed terms and conditions. The RFP will be a part of the contract.

2.3 The Bank invites technically viable and commercially competitive proposals from top-rated Partners of OEM, i.e., M/s Cisco, having previous experience in supply, implementation and maintenance of similar solutions for banks/FIs in the last five years and based out of India. The Bidder and respective OEM must attach an explicit Certificate that the Bidder is the top-rated Partner of the OEM as per their assessment criteria.

2.4 A Bidder submitting the proposal in response to this RFP shall hereinafter be referred to as “Bidder/Partner” interchangeably.

2.4 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 authorized official(s) of the Bank with the selected Bidder. RBI may modify any / all the terms of this RFP by giving due notification to all the bidders through email or MSTC - Procurement Portal.

2.5 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 by the Reserve Bank and decision of the Reserve Bank in this behalf shall be final, conclusive and binding on the Bidder.

3. 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:

3.1 “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.

3.2 “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.

3.3 “Proposal/ Bid” means the Bidder’s written reply or submission in response to this RFP.

3.4 “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, Implementation, Integration, putting into satisfactory operation, support & comprehensive maintenance, project management and facilities management services (FMS).

3.5 “System” or “solution” means and includes Cisco WebEx licenses, required for operationalizing the proposed solution/ Project and to provide the Services as mentioned in the RFP.



3.6 “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 submits the bid.

3.7 “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.

3.8 “Acceptance of Bid” means the letter/ email, or any memorandum communicating to the Bidder the acceptance of its Bid and includes an advance acceptance of his Bid.

3.9 “Agreement” means the contract signed between the Bank and the Selected Bidder and all the attached documents. The “Agreement” includes the RFP, subsequent modifications to the RFP, response of the selected vendor to the RFP, Purchase order and the contract document itself.

3.10 “Contract Period” means the period of existence of the total solution and will be for a period of one (01) year, from the date of execution of the contract and shall be extendable at mutually agreeable terms and conditions.

3.11 “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.

3.12 “Installation” or “Implementation” or “Commissioning” means successful procurement of the license in the name of the Bank and implementing the same for the intended use by the Bank.

3.13 “One Time Cost” means cost which includes the cost of supply of the licenses and any other required component for the proposed solution.

3.14 “Recurring Cost” means Resource/ FMS cost/ Services and any other recurring cost defined specifically.

3.15 “Uptime” of the project means the amount of time all the services are available and operational. Guaranteed required uptime as expressed in SLA is 99.9% level and calculated on quarterly basis.

3.16 “Support” shall mean the 24x7 support which shall handle Change Management and resolution to Fault/incident Reporting, Trouble Ticketing, and related enquiries during this contract.

3.17 Man-day – 8 hours of work of a qualified person; Man-month – 26 days x 8 hours of work of a qualified person.

3.18 BFSI refers to Banking, Financial Services and Insurance.



4. Requirements and Scope of work

Under the proposed arrangement with the Bidder, the bidder should be able to provide the undernoted services:

- 4.1 The bidder shall supply, Install, Test and Maintain the latest version of the Cisco WebEx Suite which will include all the sub-modules namely Meeting Center, Training Center, Support Center, Slido and Vidcast for a period of one year. However, if the Bank desires, the contract may be extended based on the mutually agreeable terms and conditions between the Bank and the Bidder.
- 4.2 The Bidder should provide a locked version of the WebEx Suite and the site/ application should be regularly updated with latest versions and patches as per the discretion of the Bank.
- 4.3 The patches / updates released by Cisco from time to time should be available for the life cycle of the product. The vendor will download updates from the OEM (i.e., Cisco) site.
- 4.4 The software must support all commonly used OEM supported Operating Systems including Microsoft Windows, MAC OS, Linux, Android, etc. The relevant features applicable for the respective operating systems must be configured to work.
- 4.5 The WebEx meetings software shall seamlessly integrate with the existing Video Conferencing systems of the Bank in terms of conducting secure meetings onto the WebEx cloud.
- 4.6 The bidder should provide a centralized dashboard / microsite to administer and manage the users and generate meetings usage reports for analytics, audit and security purpose as per the requirements of the Bank.
- 4.7 The Bidder should demonstrate all the components of the Cisco WebEx meetings Centre and should also provide all other applications/ features bundled along with the Cisco WebEx Suite.
- 4.8 The Bank should be extended with the 24x7 Problem Resolution Support through web, phone, and Email.
- 4.9 In the event of any software issue reported by the Bank, the bidder should be able to get the requisite hot fixes specifically developed for the Bank and bidder should ensure that proper version control is maintained.
- 4.10 Regular training sessions must be conducted virtually for the designated officers of the bank. Relevant training material, user guide and informational infographics on best practices of WebEx must be shared with the Bank regularly.
- 4.11 The Bidder shall arrange for a dedicated service manager (DSM) for the Bank by OEM to help in troubleshooting any technical issues or helping the Bank in case of any assistance required with regard to WebEx solution.



5. Facility Management Services (FMS)

A. L2 Resource:

- i. The bidder shall provide Facilities Management Service (FMS) for the solution implemented. The Bidder shall deploy one L2 resource in the Bank's Mumbai/Navi Mumbai based office on **8 hours x 6 days basis** to meet support requirements. However, in case of exigencies, if Bank desires the onsite support shall be extended beyond office hours on the Working days or on Non-Working Days/ Bank Holidays on need basis
- ii. The resources should be a vendor employee and not from any franchise and should have company issued identity card.
- iii. The resource will be responsible for day-to-day administration, management, maintenance, software updates, migration, troubleshooting of issues and addressing queries from end users.
- iv. The resource should ensure an efficient and secure usage of Webex platform.
- v. The resource should ensure seamless WebEx experience for the Top management and end users of the Bank.
- vi. The resource should be able to provide seamless integration of the existing VC systems onto the WebEx cloud to conduct secure meetings.
- vii. The resource shall enable/ disable any features on a case-to-case basis as per the requirements of the Bank.
- viii. The resource shall monitor the usage of the platform on a regular basis from security purview and provide regular reports and updates to the Bank.
- ix. The resource shall coordinate with OEM technical team for troubleshooting issues.
- x. The resource will ensure better absorption and adoption of the platform.
- xi. The resource should have Minimum 5 years of operational experience in handling operations related to Cisco Webex meetings and other products of the Cisco Webex Suite. Any recommended certification from OEM on the above solution is preferred. The Final decision in this regard shall be as per the discretion of the Bank.

B. L1 Resource:

- i. The Bidder shall also deploy two L1 Resident Engineers in the Bank's Mumbai/Navi Mumbai based office on **8 hours x 6 days basis** to meet the support requirements.
- ii. The resources will be responsible for day-to-day administration, management, maintenance, software updates, migration, queries from end users and troubleshooting.
- iii. The resources should be a vendor employee and not from any franchise and should have company issued identity card.
- iv. The resources shall handhold the end users for initial adoption of the product and re-install/reconfigure the software on the user machine in person/ through remote support in case of a crash of the software/ components and undertake basic level of troubleshooting in case of any issues.
- v. The resources should have minimum 3 years operational experience in handling operations related to Cisco Webex meetings and other products of the Cisco Webex Suite. Proposed solution certification from OEM is preferred. The final decision in this regard shall be as per the discretion of the Bank.



C. Detailed role and responsibilities of Resident Engineers:

- i. Maintain the Total Solution provided by the Bidder.
- ii. Facilitating the end users in joining meetings through these VC devices, preventive maintenance of the devices on a monthly basis.
- iii. Submit detailed RCA for all down times/technical issues within 24 hours.
- iv. Should provide necessary onsite support during the online meetings.
- v. Should maintain a log of the meetings and submit it to the Bank for analysis and information.
- vi. At all times strictly follow the confidentiality conditions laid out by Bank and changes made to it from time to time.
- vii. Displaying identity card with photo from the company.
- viii. Should maintain a monthly downtime report for all technical issues observed in WebEx meetings.

D. Common Terms and Conditions

- i. RBI reserves the right to monitor and assess the performance of the FMS. Additional locations may be added under the scope of FMS services at the same terms and conditions, after discussion with the selected bidder. If required, the Bank may increase/decrease the number resources or may seek replacements of the resources at any stage or change the scope of FMS, if required, after discussion with the selected bidder.
- ii. The minimum qualification of the Resident engineers is B.E/ B. Tech (CSE, ECE/IT)/Diploma in IT or MCA/MSc (CS). The Bank at its discretion may change the qualification criteria, if required.
- iii. In case the FMS resource is absent on a particular day, the vendor should arrange for backup resource on short notice.
- iv. The Payment towards the RE will be made on quarterly basis after successful completion of services, on the expiry of each quarter after deducting penalties, if any. Proportionate penalty will be deducted for an unauthorized absence of the RE. The bill should be submitted at the end of each quarter after obtaining satisfactory performance report from the concerned official.
- v. The Resident engineer should be equipped with Laptops, Mobile Phone and any other gadgets provided by the vendor to discharge his duties.
- vi. The Vendor shall provide insurance cover to the Resident engineers working inside the Bank. The RE or their legal heirs shall not claim any insurance benefit from the Bank in case he suffers any loss or damage to their life or person or property while working in the Bank premises.
- vii. Bidder should give assurance letter that they will depute engineers meeting qualification criteria and fully trained regarding solution proposed by them, personnel before deploying the engineers on our site. The Bank has the right to ask for change of engineer in case there is a deficiency in service, or the engineer does not meet the required parameters.
- viii. Knowledge Transfer Period should be minimum 15 days before relieving the existing engineer and admitting the new engineer. The Bidder should conduct proper security and background checks of the resident engineer before deploying on the site.
- ix. Charges for Resident Engineer for the first year can be quoted in the commercial bid which should be minimum of ₹ 7,00,000/- (Rupees Seven lakhs) for L1 and ₹ 10,00,000 (Rupees



Ten Lakhs) for L2. Any Bidder quoting the RE charges less than minimum amount, their bids shall be disqualified.

- x. The duration of the FMS services may be increased based on the extension of the contract. Any such extension shall be strictly as per the terms and conditions mentioned in this RFP and the contract to be signed between the Bank and the vendor. In that case, the resource cost shall be determined by the indexation formula given as under

$$AC = AP [15 + \{85 \times (CPIc / CPIp)\}] \times 1/100$$

Where,

AC = The Man Month rate for services for the current/new year.

AP = The Man Month rate for services for the previous year to an end.

CPIc = Consumer Price Index for industrial workers for Urban/Mumbai City six months prior to the commencement date of contract for the current year

CPIp = Consumer Price Index for industrial workers for Urban/Mumbai City six Months prior to the commencement date of contract for the previous year

6. Uptime and Service Level Agreement

- 6.1 During the support period, the vendor shall provide all the software (IOS) updates, releases, version upgrades, New versions etc. within 30 days of their availability by the OEM.
- 6.2 In the case of any error/disruption/ Audio-Video quality issue or any other technical challenge encountered during any WebEx meeting, the relevant defect should be attended to and rectified immediately in active coordination with OEM backend support/ Cisco TAC/ DSM.
- 6.3 In the event of any incident, a First Information Report should be mandatorily submitted within 4 hours from the time the incident has occurred, and a detailed RCA (Root Cause Analysis) should be submitted within 24 hours. The Non-submission of RCA may be treated as deficiency in service which shall lead to imposition of penalty
- 6.4 The selected Bidder shall ensure 99.9% uptime for the overall solution. The Non-maintenance of uptime shall attract a penalty equivalent as per the SLA.

SLA for WebEx.	
Level of Uptime for Total WebEx solution in Bank	Penalty Charges per Month (% of Total Annual FMS charges for the Project)
99.90% and above	No Penalty
99.50% and above but below 99.90 %	1 %
98.50% and above but below 99.50%	2 %
97.50 % and above but below 98.50 %	5 %
below 97.50 %	10 %

For purpose of calculating penalty, uptime is calculated as under

$$\text{Uptime (\%)} = \{(T - D) \times 100\} / T$$

Where:

T= Total Minutes in a Month

D= Downtime Minutes in a Month = Total Minutes during the Month where there was disruption in WebEx services in the Bank



- a. For calculating downtime minutes, all incidents encountered during WebEx meeting will be considered.
- b. The downtime shall be calculated on a monthly basis. The month- wise penalty amount shall be calculated on the Annual FMS charges for the Project and added for all months in the quarter to arrive at the final penalty amount. The quarterly penalty amount shall be aggregated and deducted from bills submitted for quarterly FMS charges by the Bidder.
- c. For calculation of uptime and penalty, planned/ scheduled down time at any office will be exempted.

7. Bidders Eligibility Criteria

Sl. No.	Eligibility Criteria	Documentation Required
1.	The Bidder should be a Registered Indian Entity under the relevant statutory provision and should have been in business for more than three years as on date of issue of this RFP.	Attested copy of the Certificate of Incorporation/ Registration of the Bidder
2.	The bidding entity should have minimum annual turnover of at least Rs. 10 Crores (Rupees Ten crores) and a positive net worth in each of the last three financial years (i.e., 2021-22, 2022-23 & 2023-24).	Audited financial statements of the bidding entity indicating the annual turnover and net worth as set forth in the eligibility criteria OR Statutory Auditor Certificate
3.	The Bidder should have successfully supplied, implemented, maintained and managed Project(s) of similar nature [@] in BFSI in the last five years as on date of issue of this RFP. [@] Similar Nature: Project of similar nature means Supply, Installation, Testing, Maintenance and Facilities Management for Cisco Webex Suite solution.	The Purchase Order + Project completion/ commencement (for ongoing projects) certificate from the client OR The Purchase Order + Self-certification from Authorised Signatory of completion/ commencement. <i>(The onus of proving the credential via documentary evidence will fall on the Bidder. The acceptance of any other Documentary evidence submitted by the Bidder shall be at the sole discretion of the Bank.)</i>
4.	The Bidder should be a top-rated partner of OEM (Cisco) as per their assessment criteria, on the date of issue of RFP.	Partner Certificate from OEM clearly mentioning the category of Partnership (valid as on date of issue of RFP)
5a.	The Bidder should not be currently blacklisted by any Financial Institution/ Regulator/ Court of Law in India.	



5b.	The Bidder should not be involved in any legal case that may affect the solvency/ existence of firm or in any other way affect the bidder's capability to provide/ continue the services to the Bank.	Self-declaration on the Company Letter Head, signed by authorized signatory
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8. Delivery Schedule

The licenses covered under the contract shall be delivered within one week from the date of issue of Purchase order. The Selected vendor should supply the latest version of the Cisco Webex Suite.

9. Payment Terms and Milestones

The selected bidder will undertake Supply, Installation, Testing, Maintenance and Facilities Management of all the requisite components of the solution within the specified timelines as indicated in the delivery schedule. The payment milestone will be spread as per the following schedule.

SNO	Payment Milestone	Payment
1	Delivery and activation of the Licenses as mentioned in the Bill of Material Signing of Contract with the Bank	90% of Licenses Cost
2	On Submission of PBG valid up to the end of support period for the Licenses	10% of Licenses cost

*The completion of delivery of licenses should be illustrated through system generated report in the name of RBI/central management dashboard to establish its availability of use for the Bank. The FMS payment will be made on quarterly arrear basis.

10. Performance Bank Guarantee

10.1 The successful Bidder shall at his own expense deposit PBG on 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.

10.2 Within forty-five (45) days from the date of issue of Purchase Order, a Performance Bank Guarantee shall be obtained from a scheduled commercial bank, payable on demand in terms of relevant Annex Bank Guarantee format, for an amount equivalent to Ten percent (10%) of the license cost for the due performance and fulfilment of the contract by the Bidder.

10.3 Without prejudice to the other rights of the Purchaser 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. 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.



10.4 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.

10.5 The Performance Bank Guarantee shall be valid till the end of the warranty/ Software Support (1 year). The performance bank guarantee shall be denominated in Indian Rupees (INR). Bank will not release any payment milestone without submission of PBG. Penalty, as per the extant Bank norms, shall be levied in case of delay in submission of PBG.

11. 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.

12. Cost of Bidding

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

13. 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 a 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.

14. Pre-bid meeting

14.1 The Bank will schedule a pre-bid meeting after the issuance of RFP on the MSTC portal.

14.2 Any pre-bid queries can be sent to the designated email id (vc@rbi.org.in) up to 2 days prior to the date of pre-bid meeting. The queries will be formally responded to, and questions/points of clarification and the responses will be circulated to all participating Bidders, if required. The source (identity) of the Bidder seeking points of clarification will not be revealed. Alternatively, Bank may at its discretion, answer all such queries in the Pre-bid meeting. It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be only to the designated email id as stated earlier. For this purpose, communication to any other email id or through any other mode will not be entertained.

14.3 The Bank reserves the right to advance or postpone the pre-bid meeting date and/or change its venue. The Bidders will be informed of any changes to the date. All points discussed during the pre-bid meeting, if need be, will be posted on the Bank website along with their responses.

14.4 For the pre-bid meeting, Bidders are required to inform the Bank at least a day in advance vide e-mail at (vc@rbi.org.in) with participant details such as name, details of electronic devices being carried by the participants, if any, company name and mobile number. Any representative from the OEM shall not be allowed in the pre-bid meeting.



14.5 No queries will be entertained after the Pre-Bid meeting.

15. Earnest Money Deposit

- 15.1 Bidder may submit the Earnest Money Deposit (EMD) value in INR currency through a Bank Guarantee as per Annexure-X. The value of the EMD is ₹ 1,82,000/- (Rupees One Lakh Eighty-Two Thousand only). The BG should be in favor of Chief General Manager-in-Charge, Department of Information Technology, Central Office, Reserve Bank of India, Mumbai.
- 15.2 The EMD/BG should be valid for the period of six months 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. The physical copy of Bank Guarantee must be submitted before the technical bid opening.
- 15.3 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. EMD of unsuccessful Bidders shall be returned within 30 days from the result of the bidding process and declaration of the Successful Bidder. EMD of the successful Bidder will be returned on submission of the Performance Bank Guarantee of 10% of the Total One-Time Cost. The EMD will not carry any interest. Any Offers made without the Earnest money deposit will be rejected.
- 15.4 The amount of Earnest money deposit would be forfeited in the following scenarios:
- In case the Bidder withdraws the bid prior to validity period of the bid without providing any satisfactory reason.
 - In case the successful Bidder fails to accept and sign the contract as specified in this document without any satisfactory reason; or
 - In case the successful Bidder fails to provide the performance Bank guarantee within 45 working days from the date of issue of Purchase Order without any satisfactory reason.

16. Bids

- 16.1 The entire bidding process would be conducted through the e-tendering portal of MSTC Ltd. The URL for the same is <http://www.mstcecommerce.com/eprochome/rbi>). The competitive commercial bids should be submitted online at the website MSTC e-Procurement Portal. The bidders will have to upload the duly signed and scanned documents as part of bid. It must be ensured that all the documents are uploaded while submitting the tender online. The vendors 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. The bid amount should only be indicated in the relevant annex in the Commercial Bid.
- 16.2 All respective bids need to be submitted through this portal only. The bidder shall exercise due care in submitting bill of material by referring to all the relevant requirements and technical specifications given in this document.
- 16.3 The bids will be submitted online at the website MSTC e-Procurement Portal for RBI (<http://www.mstcecommerce.com/eprochome/rbi>) as per the terms and conditions mentioned in the tender. RBI will follow a **Two stage evaluation and selection process**. In the first stage, only the documents submitted by the bidder will be opened and evaluated based on eligibility criteria. Only those bidders who have submitted all the required forms



and documents and comply with the eligibility criteria will be considered for commercial evaluation. Bids that do not comply with the eligibility criteria and other terms and conditions in the tender document will not be commercially evaluated. In the second stage, those bidders satisfying the eligibility criteria, terms & conditions of this RFP, shall be shortlisted for commercial evaluation.

- 16.4 The bidders are requested to note that it is mandatory to registered with MSTC 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 MSTC e-Procurement team directly (Mr Tanmoy Sarkar, Deputy Manager, MSTC, +91-8349894664/022-22872011).
- 16.5 RBI will open the bids on scheduled dates mentioned in the RFP in **the presence of Bidders**. The representatives of the Bidders who choose to be present on the date, time and address mentioned in Section 1 (or as amended by RBI from time to time) have to produce an authorization letter from the Bidder/ Identity Card to virtually represent them at the time of opening of the bids. One representative will be allowed to represent each Bidder. In case the Bidder's representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of RBI.
- 16.6 The Commercial Bid should be in accordance with the following:
- The bidder should quote the commercial value as per the **Annexure I**
 - 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 and there shall be no escalation in price within the period of One (01) year from the date of issue of Purchase Order to the selected bidder.
 - The price quoted should be inclusive of GST and any other applicable taxes
 - Any fluctuation in the exchange parity of Indian Rupee, vis-à-vis the US Dollar, or any other foreign currency, will not be a valid reason for the Bank to accept any change in the quoted price.
 - Further, subsequent to the orders being placed/agreement executed, the successful bidder shall pass on to RBI all fiscal benefits arising out of reductions in Government levies viz GST, etc. Bidder with the lowest commercial Score (L1) would be awarded the contract.
 - The TCO for commercial evaluation shall be calculated as under:
TCO = Cost of licenses of WebEx Suite + cost of L2 resource + cost of L1 resources
- 16.7 The L1 bidder will be decided on the basis of the lowest bid submitted by the bidder as per the Annexure I. The Bank at its sole discretion may also award the contract to the next successful Bidder, subject to the acceptance of the offer, if the delivery timelines/ compliance to all the terms and conditions as committed by the Bidder during the bid submission is not adhered to.
- 16.8 The vendors are requested to note that they cannot make their bids submission after the time stipulated above and no extension of time will be permitted for submission of tenders. RBI will not be responsible for any delay due to any reasons.
- 16.9 Bidders are not permitted to submit more than one bid and any alternate product. The cost of bidding and submission of the bids is entirely the responsibility of the bidders, regardless of the conduct or outcome of the tendering process.



- 16.10 Each and every page of the bid documents should be properly stamped and signed by the authorised signatory. However, RBI may seek original hard copy of the document for verification.
- 16.11 The bids are not submitted in the prescribed format or incomplete or after due date in any sense are liable to be rejected. The RBI reserves the right to accept or reject any bids without assigning any reason and RBI's decision in this regard will be treated as final.
- 16.12 Bids will contain the following annexure.

Sr. No.	Annexure name	Annex no
1	Bill of Material (Commercial Bid Format)	Annex I
2	Compliance Certificate of Commercial Bid	Annex II
3	Compliance to Self-Declaration Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013	Annex III
4	Company Profile	Annex IV
5	Compliance Statement	Annex V
6	Non-Disclosure Agreement	Annex VI
7	Manufacturers Authorization Form	Annex VII
8	Service Support Particulars	Annex VIII
9	Compliance Matrix	Annex IX
10	Performance Bank Guarantee Proforma	Annex X
11	Letter of Authority	Annex XI

17. Warranty/Software Support

- 17.1 The selected Bidder shall give warranty/Software support for One (1) year **from the date of activation of the Webex Suite Licenses** to Reserve Bank of India. During the warranty/Software Support period the vendor should maintain the solution and shall be responsible for all costs relating to maintenance.
- 17.2 During the Warranty / Software Support Period, the selected vendor will have to provide at no additional cost to the Bank, all software updates, releases, Version upgrades, New Versions etc within 30 days of their availability. Besides the above, the vendor will have to conform to the terms and conditions mentioned in the tender.
- 17.3 24x7 telephonic and online support should be made available by the OEM for online troubleshooting to address any technical issues including configuration and breakdowns.
- 17.4 RBI should be able to log calls directly by web/email or over phone to the OEMs 24X7 during the warranty/ Software Support period. Accordingly, escalation matrix of the OEM and confirmation letter from OEM should be submitted.
- 17.5 After expiry of the 1-year warranty/software support, Bank shall have sole discretion to renew the warranty/software support of the product in full or in part for further period.



18. Authorization of signature

The person who is signing the contract on behalf of the company should be authorised signatory as per their Board Resolution. Copy of the Board Resolution should be submitted.

19. Force Majeure

- 19.1 Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, fire or floods.
- 19.2 If a Force Majeure situation arises, the Vendor shall promptly notify RBI in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by RBI in writing, the Vendor shall continue to perform its obligations under the Agreement/Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 19.3 In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, RBI and the vendor shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of RBI shall be final and binding on the vendor.

20. Resolution of Disputes

- 20.1 The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws. All dispute or differences whatsoever arising between the selected Bidder and the Bank out of or in relation to the construction, meaning and operation or effect of the Contract, with the selected Bidder, or breach thereof shall be settled amicably.
- 20.2 If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, after issuance of 30 days' notice in writing to the other, clearly mentioning the nature of the dispute / differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/ strictly under the terms and conditions of the purchase contract, executed between the Bank and the Bidder. In case, the decision of the sole arbitrator is not acceptable to either party, the disputes / differences shall be referred to joint arbitrators, one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding arbitrator before the commencement of the arbitration proceedings.
- 20.3 The arbitration shall be governed by the provisions of the Rules of Arbitration of the Indian Council of Arbitration under the exclusive jurisdiction of the courts at Mumbai, India. The award shall be final and binding on both the parties and shall apply to the purchase contract. Work under the Contract shall be continued by the selected Bidder during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by the Bank, to the Bidder shall be withheld on account of the on-going arbitration proceedings, if any, unless it is the subject matter or one



of the subject matters thereof. The venue of the arbitration shall be at Mumbai, India under the exclusive jurisdiction of the courts at Mumbai, India.

21. Disqualification Parameters in Technical Bid Evaluation

The Bank reserves the right to cancel/ reject any bid in the following cases:

- If the Bidder does not respond / leaves the response field blank for any of the items mentioned in the tender
- In case the responses received from the reference sites are negative.
- Bidders who do not qualify in the Bidder Eligibility criteria.
- 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.

22. Language of Tender

All bids and supporting documentation shall be submitted in English.

23. Signing of Contract

The Bank shall enter a contract with the Bank within 60 days of the issue of Purchase Order or any another extended period as per the discretion of the Bank. The RFP will be a part of the contract. The Contract will be signed in Bilingual, that is Hindi and English. In case of any interpretation, the version in English will prevail.

24. Manuals / Documentation

The selected bidder shall provide one set of User manual and the best security practices for the Webex Suite. The bidder shall also provide one soft copy of each of the manuals.

25. Award Criteria

The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.

26. Notification of Award

Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by email, that its Bid has been accepted. The notification of award will constitute the formation of the Contract.

27. 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 Bank 's premise without written permission from the Bank. The Bidder personnel shall follow the Bank's information security policy and instructions in this regard. 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

28. Firm 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, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive, and binding on the Bidder. The Prices quoted by Bidder shall be valid for 1 year from the date of issue of RFP.

29. Non-Solicitation

The Bidder, during the term of the contract and for a period of two years thereafter shall not without the express written consent of the Bank, directly or indirectly:

i. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize 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.

30. Ownership and Retention of Documents

The Purchaser 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 Bank, the Bidder shall deliver to the Purchaser all documents provided by or originating from 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 Bank at no additional cost. The Bidder shall not, without the prior written consent of Bank store, copy, distribute or retain any such Documents

31. Vicarious Liability

31.1 The Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the 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.

31.2 No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Bidder shall be paid by the 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 Bidder's employees, agents, contractors, subcontractors etc.

31.3 The Bidder shall agree to hold the Bank, its successors, assigns 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 favor of any person, corporation or other entity



(including the Bank) through the action of Bidder's employees, agents, contractors, subcontractors etc. in performance or non-performance under this Agreement.

32. Amendments to Bid Document

- 32.1 Amendments to the Bid 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 MSTC web portal.
- 32.2 The amendments so placed on the MSTC web portal will be binding on all the Bidders. From the date of issue, amendments to Terms and Conditions shall be deemed to form an integral part of the RFP. Further, in order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bid, the Bank may at its discretion extend the deadline for submission of bids.

33. Format and Signing of Bid

- 33.1 The bid should be signed by the Bidder or any person duly authorized 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 pages of the bid documents except brochures if any are to be signed by the authorized signatory.
- 33.2 Forms with respective Power of Attorney should be submitted and signed by the authorized signatory. Unsigned bids would entail rejection of the Bid.

34. Other Terms and Conditions

- **Bank's right to Accept Any Bid and to reject any or All Bids.** The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected or Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.
- **No Commitment to Accept Lowest or Any Tender:** RBI shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. RBI reserves the right to make any changes in the terms and conditions of purchase. RBI will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.
- The Bank reserves the right to terminate the agreement, if the vendor fails to carry out any of its obligations/duties in terms of the agreement, after giving a notice of 30 days. The Bank also reserves the right to terminate the contract any time during the contract period with a notice period of 30 days, without assigning any reasons thereof.

**Annex-I (Commercial Bid Format)**

SN	Part Number	Description	Qty (A)	Unit Cost (B)	Taxes (C)	Total Cost (Inclusive of Taxes) A*[B+C]
	Meeting Center					
1	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	300			
2	A-FLEX-AUM	AU Meetings (1)	300			
3	A-AUD-VOIP	Included VoIP (1)	1			
4	A-AUD-EDGEAUD-USER	WebEx Edge Audio (1)	300			
5	A-AUD-TOLLDIALIN	Meetings Toll Dial-In Audio (1)	300			
6	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	3000			
7	A-FLEX-MSUITE-ENT	Cloud Meetings Entitlement	3000			
8	A-FLEX-NBR-STG	WebEx Cloud Recording Storage Entitlement	1500			
9	A-FLEX-MSG-ENT	Messaging Entitlement	3000			
10	A-FLEX-FILESTG-ENT	File Storage Entitlement	72000			
11	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	3000			
13	FMS Charges L1 for a period of one year		2			
14	FMS Charges L2 for a period of One Year		1			
	Total Cost					

Note:

1. L1 Bidder will be decided based on Total Cost of Ownership (TCO)



Annex II Compliance Certificate of Commercial Bid

(On letterhead of the Bidder)

Date

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 MMMM, DD, YYYY COMMERCIAL BID for Procurement of the Webex Suite - Supply, Installation, Testing, Maintenance and Facilities Management at Reserve Bank of India

Having examined the Bid Document, we, the undersigned, offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Bid Documents for a total bid price of:

Indian Rupees in words and figures.

We attach hereto the Bid Commercial Response as required by the Bid document, which constitutes 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.

We hereby confirm the prices quoted by us are reasonable and as per 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 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".

Dated this Day of2024

(Signature) (In the capacity of)

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

(On letterhead of the bidder)

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]

[Salutation]

Sub: Request for Proposal (RFP) for Webex Suite - Supply, Installation, Testing, Maintenance and Facilities Management at Reserve Bank of India

Further to our proposal dated....., in response to Procurement of Webex Suite - Supply, Installation, Testing, Maintenance and Facilities Management at 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,

Authorized Signatory

Designation

Bidder's corporate name



Annex IV Company Profile

(On Bidder's letter head)

Constitution 1. Proprietary 2. Partnership 3. Private Ltd. 4. Public Ltd.	:		
Established since	:		
Commercial Production of the solution on Offer started since	:		
Address of Registered Office	:		
Category	:	i. Software Producer / Developer (Principal) ii. Hardware Manufacturer (Principal) iii. Bidder / Solution Provider iv. Any Other (<i>please specify</i>)	
If Consortium, Please specify the names of Members	:	1. 2.	
		Name	Phone Nos. (with STD)
Names of Proprietor/ Partners / Directors	:	1. 2. 3. 4. 5.	
Number of Engineers skilled in the products of Cisco Webex Suite	:		
Number of Total Employees	:		
Solution being offered; Sold so far to			
Purchaser with full address and Details of Contact Person (Phone, Fax, E-Mail Address)	Module in use	Date of Sale	Whether Warranty / AMC still in vogue
1.			
2.			
3.			

Note: Please support the above facts with documentary evidence. Please also attach Income-Tax Clearance Certificate (latest) and Referral Letters from Clients mentioned above

Signature of Bidder: _____

Name: _____

Business address: _____



Place: -----

Date: -----

Annex- V Compliance Certificate

(On Bidder Company’s Letter Head)

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

Dear Sir,

Supply, Installation, Testing, Maintenance and Facilities Management for the Cisco Webex suite under the Agreement – RFP No.Dated

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply the Webex Suite from M/s Cisco in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to deliver the Cisco Webex Suite from M/s Cisco in accordance with the delivery schedule specified in the tender document. We also undertake to deploy the well-trained and skilled resources with the required qualifications as specified in the RFP for the due performance and fulfilment of the contract.

If our Bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to 10 percent of the license cost for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

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.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this day of 2024

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of



Annexure VI Non-disclosure Agreement

(On Bidder"s letter head)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to offer to Supply the Webex Meeting Center to Reserve Bank Of India, having its registered office at Central Office Building, Shahid Bhagat Singh Road, Fort, Mumbai – 400 001, hereinafter referred to as the BANK and,

WHEREAS, the COMPANY understands that the information regarding Cisco Webex Suite by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said License and Services and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property/information

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK"s written authorization to do so;

The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK for the offer to supply Cisco Webex Suite and services will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The COMPANY shall not, without the BANK"s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorized Signatory

Name:

Designation:

Office Seal:

Place:

Date:



Annex VII Manufacturer’s Authorization Form

(On OEM’s letter head)

(On OEM’s letter head)

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

{Ref: Request for Proposal (RFP) for Cisco Webex Suite -Supply, Installation, Testing,
Maintenance and Facilities Management at 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

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

Service Support Particulars

(On Bidder's letter head)

CITY / LOCATION	POSTAL ADDRESS, TELEPHONE, FAX, E-MAIL AND CONTACT DETAILS OF SUPPORT PERSONNEL	OFFICE WORKING HOURS (PL MENTION THE SUPPORT PERSONNEL IS OWNED OR FRANCHISEE ARRANGEMENT)	NUMBER OF CISCO PROFESSIONALS CAPABLE OF SUPPORTING THE SOFTWARE BEING PROVIDED	OWNED OR FRANCHISEE



Annexure IX

Compliance Matrix

<u>SL. NO</u>	<u>Eligibility Criteria and other terms and conditions</u>	<u>COMPLIANCE (Yes/No)</u>
1.	The bidder must be a top-rated Partner of the OEM, i.e. M/s Cisco and having a presence in the Bank for supply of solutions and services	Yes/ No
2.	The Bidder agree to the terms and conditions of the RFP	Yes/ No
3.	The Bidder has attached all documentary evidence wherever is required	Yes/ No
4.	All Annexure complete in all respect have been attached?	Yes/ No



Annex X 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,

PERFORMANCE BANK GUARANTEE – Request for Proposal (RFP) for Cisco Webex Suite - Supply, Installation, Testing, Maintenance and Facilities Management at Reserve Bank of India

WHEREAS

M/s. _____ (name of 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, includes its successors and assigns), entered into an Contract/ Agreement dated (hereinafter referred to as “the said Agreement”) with you (Reserve Bank of India) for Procurement of Cisco Webex Suite - Supply, Installation, Testing, Maintenance and Facilities Management at Reserve Bank of India, as detailed in the scope of work for the SI for the project in the RFP document for Procurement of Webex Suite - Supply, Installation, Testing, Maintenance and Facilities Management at Reserve Bank of India, as detailed in the said Agreement.

We are aware of the fact 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 Rs..... (In words and figures), being 10% of the license cost of Rs... (in words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent.

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 Rs..... (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 afore-said 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 i.e. 1 year until warranty (date), 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 RBI 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 Rs..... (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 Rs..... (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.

Dated this day 2024. Yours faithfully,

For and on behalf of the Bank, (Signature)

Designation

(Address of the Bank)



Annex XI - 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 for Supply, Installation, Testing, Maintenance and Facilities Management at 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.

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

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

(Authorized Signatory)

For _____