



# Request for Quotation of Supply, Installation and Maintenance of 4 No's of Network HSMs for UPI PIN Encryption

Date of RFQ: 21/07/2022  
RFQ Ref: RFQ/DBD/ 1071/R1/ 2022-23

<b>Last Date for pre-bid queries</b>	26/07/2022 by 02:00 PM
<b>Last Date for receipt of bids</b>	02/08/2022 at 03:00 PM
<b>Date and time of opening of Technical bids</b>	02/08/2022 at 03:30 PM

ISSUED BY:  
Digital Banking Division, Indian Bank,  
2<sup>nd</sup> Floor, Head Office Building,  
66, Rajaji Salai, Chennai – 600 001.

Note: This is a limited RFQ and information regarding the same will be shared with the bidders finalized by the bank.

*This document is the property of Indian Bank and is meant for exclusive purpose of Bidding as per the Specification, Terms, Condition and Scope indicated in it. This document should not be copied, transferred, reproduced, distributed or recorded on any medium, including all forms of electronic medium, without written permission of Indian Bank. The use of contents of this document for any purpose other than stated herein is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.*



### Schedule

1.	Tender Reference Number and Date	RFQ No. CO/DBD/ 1071/R1/ 2022-23 dated 21/07/2022
2.	Last date for seeking Pre-bid clarifications/ queries through email	26/07/2022 by 02:00 PM <a href="mailto:dheerajk.janbandhu@indianbank.co.in">dheerajk.janbandhu@indianbank.co.in</a> <a href="mailto:amreshkumar.s@indianbank.co.in">amreshkumar.s@indianbank.co.in</a> <a href="mailto:kamalakannan.s@indianbank.co.in">kamalakannan.s@indianbank.co.in</a> <a href="mailto:srividya.g@indianbank.co.in">srividya.g@indianbank.co.in</a>
3.	Date of Pre-bid meeting	26/07/2022 by 05:00 PM through virtual/ physical mode. Bidders willing to participate in pre-bid meeting need to submit their details at the above e-mail IDs on or before 26/07/2022.  Details of virtual/ physical meeting would be communicated via e-mail to interested bidders separately.
4.	Last Date & Time for submission of Bids in Online Mode	02/08/2022 at 03:00 PM
5.	Documents to be submitted Online	Technical Bid: Section V-A Commercial Bid: Section VI Self-Declaration: Annexure-V On Bidder's letterhead with authorizing person's signature and Bidder's seal on all pages. Integrity Certificate from OEM Any other information sought by the Bank with relevance to this tender (including items in Checklist)
6.	Date of opening of (Section V-A) Technical Bids (Online)	02/08/2022 at 03:30 PM
7.	Online Bid Submission Details	This RFQ will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Antares Systems Limited through website: <a href="https://www.tenderwizard.com/indianbank">https://www.tenderwizard.com/indianbank</a>
8.	Documents to be submitted offline	Bid Security as per Pt.10



9.	Date of Reverse Auction	The date for online reverse auction for the commercial bid would be communicated via e-mail to the technically eligible Bidders.
10.	Bid Security (EMD)	Rs.8,40,000/- (Rupees Eight Lakhs and Forty Thousand only) to be submitted in the form of Bank Guarantee (issued by a nationalised / scheduled commercial Bank (other than Indian Bank) in favour of “Indian Bank” payable at Chennai. BG should be valid for 225 days from the last date for submission of the Bid.

This RFQ document can be downloaded from the e-procurement portal: <https://www.tenderwizard.com/indianbank>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and no paper publication will be done for the same.

The term “Bid” & “Quote/Quotation” bears the same meaning in this RFQ.

This tender document is the property of Indian Bank & is not transferable.



## Contents

<i>Schedule</i>	2
<i>Section I - Request for Quotation of Supply, Installation and Maintenance of 4 No's of Network HSMs for UPI PIN Encryption</i>	6
<i>Section II - Instructions to Bidders</i>	8
1. Introduction	8
2. Pre-bid Queries/ Clarifications	8
3. Bid Security (Earnest Money Deposit)	8
4. Amendment of Bidding Documents	9
5. Eligibility Criteria	9
6. Scope of Work	9
7. Technical Bid	10
8. Commercial Bid	10
9. Clarification of Bids	11
<i>Section III - Conditions of Contract</i>	12
1. Broad Scope of Work	12
2. Procurement	12
3. Project Overview	12
4. Project Scope	13
5. Time Frame for Completion of Project	14
6. General Conditions	14
7. Contract Period	15
8. Acceptance of Purchase Order, Contract Form & Non-Disclosure Agreement	16
9. Negotiation	16
10. Change Orders	16
11. Right to Alter Quantities	16
12. Service Levels and Uptime Guarantee	16
13. Inspection and Tests at Service Provider's Premises	17
14. Delivery Location	18
15. Transportation and Insurance	18
16. Liquidated Damages	18
17. Packing	18
18. Installation	19
19. Warranty	19
20. Annual Maintenance Contract and Annual Technical Support	20
21. Handover services	21
22. Payment Terms	22
23. Performance Guarantee / Security	22
24. Indemnity Clause	23
25. Period of Validity of Bids	23
26. Confidentiality	23
27. Corrupt and Fraudulent Practices	23
28. Sub-contracting	23
29. Limitation of Liability	24
30. Settlement of Disputes	24
31. Jurisdiction	25
32. Termination for Default	25
<i>Section IV - Instructions to Bidders for e-Tendering</i>	27



1. General	27
2. Instructions	27
<i>Section V - Detailed Scope of Work</i>	30
1. Contract Period	30
2. Installation, Migration and Integration	30
3. Technical Specifications (should be read in conjunction with Technical Specifications in Section V-A)	30
4. Post installation support	31
<i>Section V-A - Technical Specifications</i>	34
<i>Section VI - Final Commercial Bid</i>	39
<b>Annexure</b>	<b>41</b>
<i>Annexure I - Contract Form</i>	42
<i>Annexure II – Performance Security Format</i>	44
<i>Annexure III – Non Disclosure Agreement</i>	45
<i>Annexure IV – Format for Pre-Bid Queries</i>	49
<i>Annexure V – Self–declaration - Blacklisting</i>	50
<i>Annexure VI - Declaration / Undertaking from Bidder</i>	51
<i>Annexure VII – Bid Security Form</i>	53
<i>Annexure VIII – Experience Details</i>	54
<i>Annexure IX – Net worth and P&amp;L Details</i>	55
<i>Annexure X - Manufacturers' Authorization Form (MAF)</i>	56
<i>Annexure XI – Bid Form</i>	57
<b>Checklist</b>	<b>59</b>



## Section I - Request for Quotation of Supply, Installation and Maintenance of 4 No's of Network HSMs for UPI PIN Encryption

1. The Bank is proposing to engage services of a service provider for Supply, Installation and Maintenance of 4 No's of Network HSMs for UPI PIN Encryption for a period of 5 years. The Scope of Work is provided in Section V.
2. Please note that your quotation is subject to and governed by the terms, conditions, various clauses, including terms of payment, delivery, taxes etc., mentioned in this RFQ.
3. Bidders should enrol/register before participating through website - <https://www.tenderwizard.com/indianbank>. Bids have to be submitted online only at the above mentioned website.
4. The bidders should submit their technical bid and commercial bid separately as sought in the e-tendering system.
5. Performance Guarantee / Security:  
Within 30 (thirty) days of the purchase order, the successful bidder shall furnish Performance Guarantee for 3% of order amount in the form of Bank Guarantee from a Scheduled bank in India, valid for 60 months with additional two month claim period, in the format provided in Annexure-II.
6. The Bidder should have been engaged in providing HSM Supply, Installation and Maintenance services to any Bank / financial institution / reputed organisation etc. for at least 5 years as on 31/03/2022.
7. The Bidder should not have been blacklisted by any Government Dept/ PSU/ Banks currently.
8. Please note that
  - a. The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender at any stage without assigning any reason thereof.
  - b. Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.
  - c. All pages of the Bid document, Clarifications/Amendments if any should be signed by the Authorized Signatory. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the bid.
9. Please submit your competitive quote (As per Section VI) on our e-procurement portal (<https://www.tenderwizard.com/indianbank>) for Supply, Installation and Maintenance of 4 No's of Network HSMs for UPI PIN Encryption at Indian Bank, as per Scope of Work of Section-V and Technical Specifications mentioned in Section-V-A, on or before 03:00 PM on 02/08/2022.
10. The technical bid will be opened on 02/08/2022 at 03:30 PM. Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction to get the final commercial quotes of the bidder, through which Bank will identify successful Bidder for awarding contract.
11. The acceptance of quotations will rest with Indian Bank, which does not bind itself to accept the lowest quotation and reserves to itself the authority to reject any/all the quotations or cancel the tender received without assigning any reason whatsoever. The incomplete quotations are liable for rejection.



12. This RFQ is governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 04th June 2020, and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP (BE-II) dated September 16, 2020 & its amendments/clarifications issued (if any).
13. Bidder has to quote the product that complies as a Class-I & Class-II local supplier as per the above order.

**Chief Manager (DBD)**





## Section II - Instructions to Bidders

### 1. Introduction

The Bidder is expected to examine all instructions, forms and terms given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same.

### 2. Pre-bid Queries/ Clarifications

The Bidder is requested to submit any queries/clarifications to the Bank in the format provided to the following email ids on or before 26/07/2022, 02.00 PM:

[dheerajk.janbandhu@indianbank.co.in](mailto:dheerajk.janbandhu@indianbank.co.in)  
[amreshkumar.s@indianbank.co.in](mailto:amreshkumar.s@indianbank.co.in)  
[kamalakannan.s@indianbank.co.in](mailto:kamalakannan.s@indianbank.co.in)  
[srividya.g@indianbank.co.in](mailto:srividya.g@indianbank.co.in)

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in e-procurement portal: <https://www.tenderwizard.com/indianbank> and informed vide mail to the bidders who have raised queries.

### 3. Bid Security (Earnest Money Deposit)

The Bidder should submit at the time of online submission of Bid, as part of its bid, a bid security / EMD in the form of Bank Guarantee issued by a nationalised / Scheduled Commercial Bank located in India (other than Indian Bank), in favour of "Indian Bank" payable at Chennai, in the form provided in Annexure – VII of this RFQ for a sum of Rs.8,40,000/- (Rupees Eight Lakhs and Forty Thousand only) valid for 225 days from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required. Relaxation, if any, extended by GOI/ competent authorities for furnishing the EMD shall be passed on to the bidders.

Unsuccessful Bidders' Bid Security will be discharged or returned. The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the performance security.

The bid security may be forfeited if:

- If a Bidder withdraws its bid during the period of bid validity, or
- In the case of a successful Bidder, if the Bidder fails to sign the Contract within the specified time from the date of issue of purchase order, or to furnish performance security.





#### 4. Amendment of Bidding Documents

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(s) requested by a prospective Bidder, may modify the Bidding Document by modification(s) / amendment(s).

The amendments, if any, will be published on the e-procurement website and will form part of the Bidding document.

#### 5. Eligibility Criteria

- Bidder should have been engaged in providing HSM Supply, Installation and Maintenance services to any Bank / financial institution / reputed organisation etc. for at least 5 years as on 31/03/2022.
- The Bidder is not from such a country, which shares a land border with India, in terms of the said amendments to GFR, 2017. (Declaration as per Annexure VI needs to be submitted.)
- Bidder should be the Authorised Distributor and/or reseller of the HSM make being quoted. (Letter of confirmation from OEM as per Annexure X needs to be submitted)
- The Bidder/OEM should provide a declaration that all the technical problems reported would be resolved within 24 hrs. (Letter of undertaking from Bidder & OEM is required)
- The bidder should have supplied, installed and supported for at least 2 no's of HSM devices in past 3 years (as on RFP date) to Commercial Banks / Financial Institutions in India. (Details to be furnished as per Annexure-VIII and as per Checklist)
- Bidder/OEM must ensure that the product to be supplied will not be End of Support in next 5 years. (Letter of undertaking from the OEM.)
- Bidder should not be insolvent, in receivership, Bankrupt, or being wound up. (Self – declaration to be provided)
- The Bidder should not have been blacklisted by any Government Dept/ PSU/ Banks currently. (Declaration as per Annexure V to be provided)
- The Bidder should be a profit making company and should have earned net profit in at least one out of three preceding financial years (FY 2019-20, FY 2020-21 & \*2021-22) as per the audited financial statements and should have a positive net worth in three preceding financial years (FY 2019-20, FY 2020-21 & \*2021-22).

*\*If 2021-22 Financial Statements of any bidder is unaudited then Bank would consider the CA Certificate for the provisional financial statements for FY 2021-22 along with an undertaking letter from the bidder that the 2021-22 Statements are not audited*

(Above details are mandatory and must be included in the technical bid. Without the above details, the Bid is liable to be rejected.)

Bank reserves the right to verify references provided by the Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding up on the bidder. The Bank may accept or reject an offer without assigning any reason whatsoever.)

#### 6. Scope of Work

The service provider has to Supply, Install and Maintain 4 No's of Network HSMs for UPI PIN Encryption for a period of 5 years as provided in Section V – Scope of Work.



## 7. Technical Bid

The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

The Bank may waive any minor informality, non-conformity, or irregularity in a quote, which does not constitute a material deviation.

Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the RFP without material deviations.

The Bidder should satisfy all the Eligibility Criteria mentioned in the RFQ.

Bidder has to comply all the above along with specifications /parameters mentioned under Section V-A including Eligibility Criteria and Terms and Conditions of RFQ in order to consider its bid as technically qualified.

The highest technical bidder may not automatically qualify for becoming successful bidder and for award of contract by the bank.

The Successful Bidder shall be the first ranked bidder. The final decision on the successful bidder will be taken by the bank. The implementation of the project will commence upon acceptance of purchase order by the successful bidder.

If for some reason, the successful bidder fails to execute an agreement within a specified timeline, the bank reserves the right to award the contract to the next most eligible bidder based on the final evaluation scope of technical evaluation and commercial prices quoted during reverse auction.

## 8. Commercial Bid

Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction to get the final commercial quotes of the bidder, through which Bank will identify successful Bidder for awarding contract.

For the commercial evaluation purpose, Bank will consider the online commercial bid submitted by bidder as per Section VI of RFQ on e-Procurement portal (<https://www.tenderwizard.com/indianbank>).

In the reverse auction, the bidder will be required to quote only total cost as mentioned in the commercial bid format (Section VI of RFQ). The price quoted should be inclusive of all charges but exclusive of taxes only. The successful bidder has to submit price break up as per commercial bid format within two (2) days, post completion of reverse auction directly to the Bank duly signed by the authorised signatory. The unit price for each line item should be comparable to prevailing market rates.

The commercial evaluation of bid will be through Reverse Auction (RA). The business rules and Terms & Conditions of Online Reverse Auction shall be communicated to qualified bidders separately.



The calling for quote does not confer any right on the bidder for being awarded any purchase order.

## 9. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder/s. The request for clarification and the response shall be in writing/by email, and no change in the substance of the bid shall be sought, offered, or permitted.



## Section III - Conditions of Contract

### 1. Broad Scope of Work

As per PCI DSS Standards, Hardware Security Module (HSM) is required at Bank's UPI Server Locations (DC and DR) to enable UPI Transactions.

Bank intends to engage vendor for Supply, Installation, commissioning, Testing, Configuration and Maintenance of 4 No.s of General Purpose Hardware Security Module (HSM) appliances for UPI application for its Data Center, Chennai (2 No.s) and Disaster Recovery Site, Mumbai (2 No.s) for a period of 5 years with enhanced and onsite support.

The scope of work shall cover end-to-end supply of devices with all its components, software and accessories including required patch cord, electrical and LAN cabling etc., installation, commissioning, Testing, Configuration, migration, maintenance and onsite support for the HSMs at both DC & DR sites of Bank. Detailed Scope of Work is available in Section V – Scope of Work

### 2. Procurement

The technical and commercial bids should be submitted at the e-tendering portal of the bank, duly signed by the Authorized Signatory under the seal of the company on every page. No column shall be left blank. Any correction should be authenticated by the same signatory under his/her full signature. If false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quote will be liable for rejection.

Technical bids will be opened at the date and time mentioned in the RFQ. Technical evaluation will be done by technical evaluation committee, and commercial bids of only technically qualified bidders will be considered. Purchase order will be issued to Lowest Quoted (L1) Vendor. The acceptance of quotations will rest with Indian Bank, which does not bind itself to accept the lowest quotation, and reserves to itself the authority to reject any/all the quotations or cancel the tender received without assigning any reason whatsoever. The incomplete quotations are liable for rejection.

### 3. Project Overview

Bank has implemented Unified Payment Interface (UPI) services for its customers. For efficient working of secure transaction through UPI solution and for encryption and decryption of UPI PIN and OTP, Bank has already procured Hardware Security Module (HSM) device.

The Bank is currently using SafeNet Luna SA 1700 HSMs for UPI application and intends to replace these HSMs, as these HSMs will soon reach their end of life. Further, capacity needs to be augmented in view of current and future requirements of Bank.

A total of four number of Thales HSMs are required for the Bank, out of which two HSMs will be installed at Data Centre, Chennai and two HSMs at DR Site, Mumbai.

Bank therefore invites proposal from Bidders who fulfil the Eligibility criteria mentioned under Section II (4.) and also in a position to comply with the technical requirement as mentioned in the Project Scope under Section V-A. Apart from the above, the Bidder must also agree to all our Terms & Conditions mentioned under this RFQ.



The RFQ document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

#### 4. Project Scope

Bank intends to engage vendor for Supply, Installation, commissioning, Testing, Configuration, migration and Maintenance of Hardware Security Module (HSM) for UPI application. The HSMs supplied should be compatible with current HW/SW used by Bank for seamless integration and migration of existing HSMs without facing any disruption of services. Bank will award the contract to the successful bidder.

The broad classifications of services to be provided are as follows:

- (i) Supply of HSM Devices along with software licenses, installation and comprehensive warranty for the products supplied.
- (ii) Supply of Data Protection Licenses for all the related components, sub-components, and related software required to run the HSM Device as per the scope mentioned in the RFQ.

The Bidder shall also perform the tasks as per the requirement mentioned in the RFQ, but not limited to:

- a) Maintenance of HSM device.
- b) Acceptance Testing
- c) Certification from OEM
- d) Training/Handholding
- e) Handover to Bank with full functionality and Technical knowledge transfer to Bank.
- f) Completion Schedule, Warranty, AMC and Onsite Service Support for HSM device as part of Warranty.

If Indian Bank shifts any of the sites to a new location, the successful bidder shall continue to provide respective services from the new location including decommissioning of the required equipment from the current location, taking temporary backup of existing HSM keys & configuration and commissioning the items at new location. In addition, if Indian Bank opens a new office at any location, the successful bidder shall provide respective services including commissioning of the equipment to the new location as per the commercials.

Description of the envisaged scope is enumerated as part of Section V. However, the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions.

The bidders need to provide the commercial in the format mentioned under Section VI

Considering the enormity of the assignment, any service, which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded, would form part of this RFQ, and the Bidder is expected to provide the same at no additional cost to the Bank.





The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank.

The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFQ.

## 5. Time Frame for Completion of Project

All the deliverables should be delivered within **12 weeks from the date of issuance of purchase order** to the successful bidder. Bidder will have to pay late delivery charges to Bank @ 1% of the delayed product value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the delayed product value. If delay exceeds the maximum percentage of 5%, Indian Bank reserves the right to cancel the entire order.

Bidder will be responsible for ensuring proper packing, delivery and receipt of the hardware/equipment at the site. Sealed packs will be opened in the presence of Bank officials.

All necessary components, software & accessories as part of the HSM should be delivered together with HSM devices.

If any component (hardware or software) has not been delivered or if delivered and not operational, it will be deemed / treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment for such products will not be made until full delivery is completed.

## 6. General Conditions

- a) For installation & commissioning work, it shall be the responsibility of the Bidder to arrange and provide requisite tools, testing & measurement equipment and all other things required for carrying out the installation job as per industry practice and safety norms.
- b) The Bidder shall ensure that no other equipment / structure / setup are damaged due to their activities. Any damages caused to Bank property due to Bidder's negligence shall be passed on the Bidder's account
- c) Bidder shall complete the entire work and make all the systems operational (Supply, Installation, Commissioning, Acceptance of the HSM device and handing over to Bank within stipulated timeline mentioned in the delivery & installation section of this RFQ.
- d) The support shall be on 24\*7\*365 basis.
- e) This RFQ is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any bidder, nor limits Bank's rights to negotiate with any bidders, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any bidder, supplier or contractor at its own discretion.
- f) Bank reserves the right to request additional information necessary and pertinent to the project to assure the bidder's ability and qualification to perform the contract.
- g) Failure to answer any questions within stipulated timeline at any stage of this RFQ may be considered non-responsive and the proposal may be disqualified.



- h) For any ambiguity, omissions or unclear content in the RFQ the bidders should request Bank to clarify along with pre-bid queries within the time line mentioned in the Schedule
- i) For all technical details and relevant standards and specifications of this RFQ that may not be stated in detail; bidders should ensure and provide quality and industrial standard products to Bank.
- j) In case of any difference in the standards between this RFQ and the bidders' proposal, the higher standards shall prevail and be applicable.
- k) Expenses incurred in the preparation of proposals in response to this RFQ are the sole responsibility of the bidders.
- l) Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Bank.
- m) Entire work specified in this RFQ shall be carried out on Turnkey basis.
- n) As the contract is on Turnkey solution basis, any other miscellaneous requirements related to the scope described in the RFQ or extra work required to be performed due to existing structure limitation shall be provided by the successful bidder even if those items are not mentioned explicitly in this RFQ.
- o) The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
- p) The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- q) All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid.
- r) The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
- s) The bid should be valid for 90 days from the date of submission of bid.
- t) Performance issues are to be solved by the supplier without any additional cost to the bank.
- u) Escalation matrix with name, contact number, mail of the contact person will be submitted by the selected vendor.

## 7. Contract Period

The tenure of the Contract will be for 5 (Five) years with Enhanced and onsite support. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Bidder.





After the completion of initial period of 5 (five) years, Bank may extend /renew the contract for further period on mutually agreed terms and conditions and AMC rate.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof will be supplied by the Bank.

#### 8. Acceptance of Purchase Order, Contract Form & Non-Disclosure Agreement

Purchase order will be issued to Lowest Quoted (L1) Vendor. Duplicate of the purchase order shall be returned within 14 days of receipt of the order, duly signed by Authorized Signatory, for having accepted the terms and conditions of the order. Within thirty (30) days of issue of Purchase order, the successful bidder shall sign the Service Level Agreement (as per format which will be provided by the Bank), Contract form (as per format in Annexure-I) & Non-Disclosure Agreement (as per format in Annexure-III) and return it to the Bank.

#### 9. Negotiation

Bank reserves the right to negotiate on the price offered with the L1 bidder under exceptional circumstances.

#### 10. Change Orders

The Bank may at any time, by a written order given to the bidder make changes within the general scope of the Contract in any one or more of the following:

- a) the place of delivery; and / or
- b) the Services to be provided by the Supplier;

If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the bidder's receipt of the Bank's change order

#### 11. Right to Alter Quantities

Repeat order can be placed within 1 year from the date of last supply date of original purchase order subject to no downward trend in prices and the cumulative repeat order quantity should be as per the prevailing guidelines of Govt. of India (e.g. GFR, GeM). Presently it is 25% of original ordered quantity.

#### 12. Service Levels and Uptime Guarantee

After Bank notifies the successful Bidder that his Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) with the Bank, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.

The bidder should ensure 99.9% uptime of HSM during warranty period and post warranty maintenance contract period. All the expenses related to execution of the document such as the applicable stamp duty and registration charges, if any, shall be borne by the successful bidder.



The selected bidder shall guarantee an uptime of 99.9% for the HSM Device, which shall be calculated on monthly basis. In case supplied HSM is unable to keep the guaranteed uptime of 99.9% for continuous period of more than 15 days even after repair and maintenance, selected bidder has to replace the HSM device with new HSM device having same/similar configuration and complete its installation, commissioning and testing.

Penalty shall be levied from the pending payment for reduced uptime as follows:

Uptime Percentage	Penalty Details
> 99.9%	No penalty
99.9% to 99.5%	1% of Cost of pending payment
99.5% to 99%	2% of Cost of pending payment
<99%	Penalty at an incremental rate of 1% (in addition to a base of 2%) of the hardware/equipment's cost for every 0.5% lower than the stipulated uptime with an overall cap of 95%.

### 13. Inspection and Tests at Service Provider's Premises

For the successful bidder to whom Purchase Order will be issued, the Bank shall have the right of inspecting and testing the system at any time. The service provider, on demand from the Bank, shall carry out such tests in appropriate manner in the presence of Bank's representatives and at no cost to the Bank. The inspection, examination or testing carried out by the Bank shall not relieve the service provider of their obligations under the contract.

The service provider shall make available all necessary and relevant records, facilities, access to the system and access to personnel for audit by the Bank or any representative authorized by the Bank.

Further, following conditions are to be accepted / adhered to and complied with by the Service Provider:

- RBI or persons authorized by it shall access the records of Bank and Service Provider related to the agreement and cause inspection.
- Service Provider shall maintain confidentiality of customer information and will not disclose any confidential information including customer information even after completion of the contract.
- Service Provider shall obtain prior approval of the Bank for use of subcontractors for outsourced activity etc. Prior approval of the Bank shall be obtained for any change proposed in any subcontractors.
- Service Provider shall isolate and clearly identify the Indian Bank's customers' information, documents, records and assets to protect the confidentiality of the information, while acting as an outsourcing agent for multiple clients.
- The Bank or its representative shall have the right to inspect and/or to test the Goods and Materials and the Works carried out by the Bidder to confirm their conformity to the Contract specifications at no extra cost to the Bank.
- Should any inspected or tested Goods fail to conform to the specifications or requirements set out in the Contract, the Bank may reject the Goods, and the Bidder shall either replace

the rejected Goods or make alterations necessary to meet specifications or requirements free of cost to the Bank.

No clause in “Inspection and Tests” clause shall in any way release the Bidder from any warranty or other obligations under this Contract.

#### 14. Delivery Location

HSMs have to be delivered and installed at following address:

Sl. No.	Delivery Address	Quantity to be Delivered
1	Indian Bank , Tata Communications building , Swami Sivananda Salai , Chennai , 600002	02
2	Indian Bank, CtrlS Datacenters Ltd., Plot No. Gen/72/1/A, TTC Industrial Area, MIDC Mahape, Navi Mumbai, Maharashtra - 400701	02

However, Bank reserves the right to change the delivery location as well as quantity while issuing the purchase order.

#### 15. Transportation and Insurance

The cost of transit insurance and freight charges are part of the TCO and should be included in the total cost of hardware/software. However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the bidder until the acceptance of the goods by the Bank. The bidder should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

#### 16. Liquidated Damages

If the successful bidder fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the RFQ, the Bank shall, without prejudice to its other remedies under the RFQ, deduct from the Total Price, as liquidated damages, a sum equivalent to 1% of the Invoice price of the Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 5%.

If the equipment are not delivered in time, the Bank may consider termination of the order.

The date of delivery of last item to a location will be taken as the date of delivery for entire set of system to that location, for the purpose of calculation of Liquidated Damages. For delivery/installation, the Liquidated Damages will be calculated on Invoice Value of each set of systems to a location.

#### 17. Packing

The successful bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the RFQ. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.



## 18. Installation

Installation of all the hardware/ equipment including unpacking of cartons / boxes, mounting of the hardware/ equipments and installation will be the responsibility of Bidder. Bidder will have to install the hardware/ equipments and hand it over to Bank for acceptance testing within a maximum of 2 weeks from the date of receipt of the deliverables at our office and Bank's notification for installation of the Hardware.

Bidder will have to pay late installation charges to Bank @ 1% of the product cost for the delayed item per week or part thereof subject to maximum of 5%, for delay in installation, if the delay is caused owing to reasons attributable to Bidder.

Bank reserves the right to shift any hardware / equipment to new location/s and warranty and subsequent AMC, if any, will continue to be in force at the new location also.

## 19. Warranty

The HSM covering all components will remain under, onsite, comprehensive maintenance warranty for a period of five years. The service support during warranty period shall be for complete accessories supplied. Successful bidder has to submit warranty certificate from OEM for the HSMs supplied.

The Bidder shall have the manufacturer, before making delivery, carry out a precise and comprehensive inspection of the Goods regarding quality, specification, performance, quantity and weight and issue a quality certificate certifying that the Goods are in conformity with the stipulations in the Contract. The quality certificate shall not be regarded as final with respect to quality, specification, performance, quantity and weight. Particulars and results of the tests made by the manufacturer shall be shown in a statement to be attached to the quality certificate.

If, during the warranty period, it is found that the quality or specifications of the Goods or Works are not in conformity with the Contract or if the Goods or Works are proven to be defective for any reason, including latent defects or the use of unsuitable materials, the Bank shall promptly notify the Bidder of the existence of a claim.

Bidder will have to provide a post-installation warranty as per the terms mentioned below:

- Comprehensive Warranty with enhanced support for 60 Months from the date of installation.
- Bidder will have to upgrade Software (in case of requirement) during warranty period at no cost to Bank. Patch updation, security patch updates, etc. to be done (as and when required) preferably quarterly / half-yearly in coordination with the Bank team.
- In the event of any equipment / part being replaced or any defect in respect of any equipment / part is corrected for more than one instance of any quarter during the base warranty period of 5 years, where the period of warranty remaining is less than twelve months of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.



- In case of significant failures of specific component, entire hardware/ equipment has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the Bank's day-to-day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. Bidder is required to ensure that this kind of situation never arises.
- The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- The Bidder further warrants that all Goods supplied or Works carried out under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and /or material is required by the Bank's specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods or Works in the conditions prevailing in the country.
- Warranty should not become void if the Bank buys any other supplemental hardware from third party and installs it with/in these machines. However, the warranty will not apply to such hardware items installed.
- Warranty should cover the following:
  - a. The equipment should be attended within 4 hours of receipt of complaint (exclusive of travelling time). In case problems persist, systems should be replaced within 24 hours of receiving complaint and alternate system should be given until machine is repaired. The replaced equipment should be installed by the bidder at no extra cost to the Bank, so that normal job of the Bank may not get hampered.
  - b. Warranty would cover updates/maintenance patches/bug fixes (available from the original equipment manufacturer) for system software & firmware patches/bug fixes, if any, for hardware, both with onsite support.
  - c. Providing all deliverables including warranty services, etc. under this contract shall be the sole responsibility of the bidder. Bank will not be responsible for any delays/violation from third party OEMs.

## 20. Annual Maintenance Contract and Annual Technical Support

Since the contract is for five years enhanced onsite support, Annual Maintenance Support and Annual Technical Support are included in the Scope of Work for five years. However, Bank may decide to avail AMC after the warranty / support expiry of supplied HSM devices depending on Bank's business / technical requirement at that point of time upon mutually agreed Terms and Conditions.

In case of software, Operating System, Equipment Firmware and Equipment OS, during installation, integration, acceptance testing, warranty period, extended warranty period and AMC, all updates and upgrades shall be supplied and installed free of cost on pre-paid freight basis. The support shall have to be mandatorily on-site.

However, in exceptional cases remote support from OEMs'/bidders' software/service centers, through phone/Email/Fax, etc. shall also be required and is mandatory. The time limit within which such calls shall be attended to shall be only based on the service levels mentioned in this RFQ. Penalty shall be levied as per Clause 12 upon non-compliance with the service levels mentioned in this RFQ.





## 21. Handover services

The HSM handover services are the services provided by the bidder to Bank during the handover period of 15 days that will start after completion of operationalization of HSM Device to facilitate an orderly transfer of the Services to Bank. Handover Services of HSM, which will be provided by the bidder after installation on Bank's premises, shall include the following but not limited to:

- The Bidder shall suitably and adequately train the Bank's team for fully and effectively managing, operating and maintaining the HSM device.
- The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the deliverables under this assignment. The Bidder shall provide all updated documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for HSM device.
- The Bidder shall provide inventory details for HSM assets including licenses.
- All trainings that the Bank feels are necessary to be imparted to the Bank or its designated personnel.
- The Bidder agrees that the Transfer to Bank shall be completed within 15 days post the completion of Installation of HSM, during which the Bidder shall adequately supervise the hand-over of the various components of the Bidder functions under this assignment.
- The Bidder must consult with Bank on any Third Party Contracts between the Bidder and Third Parties that are necessary or useful for Bank to perform the Services, and arrange for transfer or assignment of such Third Party Contracts that Bank wishes to have transferred or assigned to the Bank on commercially reasonable terms mutually acceptable to both Parties.
- All the warranties held by or in the name of the Bidder shall be assigned or transferred "As is" in the name of the Bank. The Bidder shall execute any and all such documents as may be necessary in this regard.
- The Parties shall return confidential information.
- The Bidder shall provide all other Services as may be agreed by the Parties in connection with the assignment.
- The Bidder recognizes that considering the enormity of the Assignment, the Handover Services listed herein are only indicative in nature and the Bidder agrees to provide all assistance and services required for fully and effectively handing over the Services provided by the Bidder under this assignment and subsequent Agreement, upon termination or expiration thereof, for any reason whatsoever.
- Post the handover process the bidder shall continue to provide necessary support and services during warranty period for all the components supplied and installed as per the terms including SLA.
- Handover Process of hardware should be directly done by the Bidder / OEM
- During this handover the Bidder would transfer all knowledge, knowhow and other things necessary for the Bank and / or its MSP to take over and continue to manage the installed HSM.
- The Bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank as would be required.



## 22. Payment Terms

The bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the bidder in the price bid against such activity / item.

The method and conditions of payments to be made to the successful bidder shall be:

*i. On delivery of HSMs with necessary components, software & accessories:*

- 70% of the total cost of HSM devices plus 100% of GST amount (Wherever applicable) at actuals. Payment will be released on submission of delivery challans, invoices duly stamped and signed by Project Managers of the successful bidder & Bank officials and licenses copies, if any.

*ii. Post Installation:*

- 20% of the total cost of HSM devices along with 100% of cost of Installation with applicable GST amount (if any). Payment will be released after completion of successful installation of HSM devices at both DC and DR locations on submission of invoice along with Project sign off documents or signed installation certificate by the Bank Officials.

*Site Not Ready State (SNR case):*

Wherever installation could not be carried out due to Bank's dependencies like Site not ready etc. even after 60 days of delivery of hardware/equipment, in such a case, payment would be released to successful bidders on submission of duly signed certificate (with Bank's seal affixed) from the concerned Bank officials. The successful bidder has to provide undertaking that they will complete installation within a week of being informed that the site is ready. Bank will release payment of 20% of total cost of hardware / equipment after two months of delivery of HSM devices. The payment of installation cost will be paid after completion of successful installation by the bidder.

- Bank will release the balance payment of 10% of total cost of hardware after completion of 5 years warranty period plus 3 months or on submission of bank guarantee for an equivalent amount by the bidder. Bank Guarantee should be of any nationalized Bank only, other than Indian Bank and it should be in the same format specified in Annexure II.

*iii. Annual Maintenance Contract (AMC) Cost:*

- Bank may decide to avail AMC after the warranty / support expiry of supplied HSM devices depending on Bank's business / technical requirement at that point of time upon mutually agreed Terms and Conditions.

## 23. Performance Guarantee / Security

Within 30 (thirty) days of issuance of the purchase order, the successful bidder shall furnish Performance Guarantee for 3% of order amount in the form of Bank Guarantee from a Scheduled





bank in India, valid for 60 months with additional two month claim period, in the format provided in Annexure-II.

#### 24. Indemnity Clause

For the successful bidder, if at the time of your providing the service, supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified in that behalf.

#### 25. Period of Validity of Bids

Bids shall remain valid for the period of 90 days after the last date for submission of bid prescribed. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity, if required.

#### 26. Confidentiality

The service provider either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

#### 27. Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### 28. Sub-contracting

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/ considered. Such proposals will be disqualified.



## 29. Limitation of Liability

Service Providers aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.

This limit shall not apply to third party claims for

- IP Infringement indemnity
- Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.
- Supplier shall not be liable for any indirect damages under the agreement/ purchase order.

For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.

## 30. Settlement of Disputes

- If any dispute or difference of any kind whatsoever shall arise between the Bank and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.
- Arbitration proceedings shall be conducted in accordance with the following rules of procedure.
- The dispute resolution mechanism to be applied shall be as follows:
  - In case of dispute or difference arising between the Purchaser and a Service Provider relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Service Provider; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
  - If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian



Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

- Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.
- Notwithstanding any reference to arbitration herein,
  - the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
  - the Bank shall pay the supplier any monies due to the supplier.
  - Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/other legal recourse.
  - Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

### 31. Jurisdiction

Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

### 32. Termination for Default

Bank shall have option to terminate / cancel this RFQ at any stage without any prior notice. In following events, Bank shall terminate this assignment or cancel any particular order if service provider:

- breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- failure by Service Provider to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services ;
- Delay in delivery / installation / commissioning of services.
- If deductions of LD exceeds more than 10% of the total contract price.

Bank may terminate this RFP or subsequent agreement on happening of following events:



- The vendor unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vendor and such appointment continues for a period of twenty one (21) days;
- The vendor is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- Failure of the Bidder make good the situation within the remedy period
- The selected Bidder commits a breach of any of the terms and conditions of the RFP / contract.
- The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- The vendor becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 90 days prior notice in writing.



## Section IV - Instructions to Bidders for e-Tendering

### 1. General

These Instructions for e-tendering supplement other terms and conditions of this tender.

### 2. Instructions

#### 2.1 Rules for Web Portal Access:

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.in/indianbank> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of power & internet connectivity (due to any reason whatsoever it may be) at bidder end either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait until the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in RFQ. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.





11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case, the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

## 2.2 Registration:

To use the Bank's e-tendering Portal (<https://www.tenderwizard.com/indianbank>), bidder needs to register on the e-tendering portal. The bidder should visit the home page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process:

1. Fill all the relevant and requisite details to complete the enrolment form provided in the Bank's e-tendering portal
2. Upload the scan copy of the PAN Card and GST Registration certificate
3. Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
4. After verification by department/service provider, the id will be activated.
5. At the first login, DSC details will be automatically captured by the system.
6. Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the reverse auction & support required, if any, for online bid submission through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

**Note:** Please contact M/s. Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.

### Support Desk Contact Details:

M/s. Antares Systems Limited  
#24, Sudha Complex, 3<sup>rd</sup> Stage, 4<sup>th</sup> Block  
Basaveshwaranagar, Bangalore – 560 079.  
Support Contact No. 080-40482100, 99432 77499, 89519 44383  
Support Email: [gunaseelan.m@antaressystems.com](mailto:gunaseelan.m@antaressystems.com)

## 2.3 Submission of Bids through e-tendering portal:

The Bid documents to be uploaded as part of online bid submission, are as follows:

- a. Eligibility Criteria, along with all supporting documents required.
- b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents and product literature in support of Technical specifications.



- d. Relevant brochures
- e. Compliance to Technical Specifications as per Technical Bid.
- f. Any other information sought by the Bank with relevant to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in “Searchable” PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating “search” on the scanned document. Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

#### **2.4 Bid-related Information:**

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder’s responsibility only.

#### **2.5 Other Instructions:**

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://www.tenderwizard.com/indianbank>), click on System Requirement Manual/ User Manual.

The following ‘Four Key Instructions’ for bidders must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
2. Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
3. Get your organization’s concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
4. Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

**Note:** While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.





## Section V - Detailed Scope of Work

As per PCI DSS Standards, HSM is required for processing PIN of UPI transactions at Bank's DC and DR Locations.

Bank intends to engage vendor for Supply, Installation, commissioning, Testing, Configuration and Maintenance of 4 No's of General Purpose Hardware Security Module (HSM) appliances for UPI application for its Data Centre, Chennai (2 No's) and Disaster Recovery Site, Mumbai (2 No's).

The scope of work shall cover end-to-end supply of devices with all its components, software and accessories including required patch cord, electrical and LAN cabling etc., installation, commissioning, Testing, Configuration, migration and maintenance of the HSMs at both DC & DR sites of Bank.

The selected bidder will be required to undertake the following services:

### 1. Contract Period

- The selected bidder has to provide warranty and Enhanced support for the HSM devices for 5 years from the date of Installation. The HSM devices should not be End-of-life (EOL) / End-of-Support (EOS) for 5 years from date of installation.
- Enhanced support shall include warranty, AMC, preventive maintenance (PM), mandatory upgrades by OEM and onsite support as and when required by the Bank.
- The selected bidder will have to enter into necessary contract with the bank. The contract may be renewed for further period/s of specific duration/s as may be mutually agreed upon by the parties hereto.
- The contract will be effective from the date of completion of installation of HSM devices and sign off from bank's team and will be valid for 5 years. The warranty shall start from the contract start date, i.e. after first installation of HSM devices in DC and DR & sign off from Bank's team.

### 2. Installation, Migration and Integration

- HSM devices should be installed in high availability (HA) mode at both Chennai (DC) and Mumbai (DR) locations.
- HSM (Hardware Security Module) should be compatible with our Multiple Application Server Solutions (Mobile Banking, internet banking and UPI) and web server solution.
- Selected bidder has to implement & integrate HSM device for the purpose of processing of UPI transactions. The HSM has to be integrated with UPI Switch. The main purpose of HSM will be Encryption & Decryption of PIN, OTP, Debit Card data, Aadhaar number or any other parameter as per NPCI specification during UPI transaction.
- Bidders may be called to perform demonstration of solution at Technical evaluation stage.

### 3. Technical Specifications (should be read in conjunction with Technical Specifications in Section V-A)

- The proposed HSM device must support Secure PIN generation while accepting request from multiple applications like mobile banking and UPI.
- Selected bidder has to support the vendors of multiple application software during integration of HSM device without any additional cost to the Bank.



- HSM should support multiple client structure so that in future, it may be able to integrate with any other solutions. The bidder should configure any additional client as per bank's requirement without any additional charges.
- There should not be any changes required from any application (ATM switch/ATMs/UPI/mobile Banking/internet banking etc.) for commissioning proposed HSM device.
- Selected bidder will be responsible to migrate/translate existing PINs / keys without compromising data integrity.

#### 4. Post installation support

- UPI HSM is a critical device. If the HSM deployed becomes faulty / malfunctions, it would be the responsibility of the selected bidder to get it repaired or replaced at the earliest, (maximum TAT is T+3 days [not business days]).
- It is the responsibility of the selected bidder to change/ upgrade/ customize its infrastructure/ solution for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, NPCI, IBA, MASTER CARD, VISA etc. at no extra cost to the Bank. Onsite support, if required, must be provided by the OEM / selected bidder in this regard at no extra cost to the Bank.
- The selected bidder should deliver HSM devices together with all necessary components, software & accessories without charging any extra cost to the Bank. The bidder should have back-to-back agreement with OEM in this regard. The selected bidder shall undertake uninterrupted support of HSM devices.
- The selected bidder shall replace the HSM devices in case the HSMs supplied have reached end-of-support during the contract period without any extra cost to the bank. Bank will not pay any additional amount for functioning and deployment of the proposed HSM during the entire contract period.
- The selected bidder shall ensure that any new version/update/service pack/upgrade of the proposed HSM when released by the OEM, the same has to be communicated and implemented by OEM/ selected bidder within seven (7) days of such release without any additional cost to the bank during the contract period.
- The selected bidder shall follow all respective technical/statutory guidelines and validations. SCD should be implemented, checked & verified, and related reports including SOP, SCD, Software Integrity Certificate and VAPT Clearance must be submitted, duly certified by OEM to the Bank for sign off the successful installation.
- The selected bidder shall confirm the integrity of the HSM device/software supplied i.e. the software is free from bugs, malware, covert channels in code etc. during the contract period and Integrity certificate should be submitted to the bank as per the related format.
- The selected bidder has to integrate the HSM with UPI application of the Bank. The selected bidder has to co-ordinate with the application/solution provider for integration with UPI application.
- The selected bidder shall install/integrate with all necessary security solutions/service management solutions and other authorized software rolled out by the bank as and when required. The selected bidder shall perform the integration / support integration without any extra cost to the bank.



- The selected bidder must have an arrangement with the OEM such that the selected bidder/ Bank' SI/ Bank should be able to log a call with the OEM directly for remote/ on-line support.
- The selected bidder should have a 24x7x365 days support contact centre in order to log the calls. The contact centre numbers should be provided to the Bank along with the escalation matrix mentioning the contact person's name, number and designation in the company.
- The selected bidder shall provide the highest level of support from OEM 24X7 including availability of resources as and when required during the entire contract period inclusive of any support related calls, repairs and replacement of spare parts including all plastic parts etc. without any additional cost.
- During the contract period, all upgrades or requirements, software, licensing, implementation of upgrades/patches/version changes, etc., due to whatsoever reason including but not limited to EOL or EOS, would be done by the selected bidder without any additional cost to the bank.
- If there are any upgrades to the source systems, it will be selected bidder's responsibility to ensure that appropriate integration and on-call/ on-line support in deployment is provided without affecting the normal course of business.
- The selected bidder shall implement all the functionalities proposed in the technical specifications & demonstrate the same to the Bank team for complete sign off the solution.
- The selected bidder should provide the complete documentation including technical, operations, user manual, design documents, process documents, technical manuals, functional specification, system configuration documents, system/database administrative documents, debugging/ diagnostics documents, test procedures etc.
- Selected bidder should carry out preventive maintenance (PM) activities mandatorily for all the equipment at least once in every 6 months during the entire contract period. The scope of preventive maintenance shall cover periodic cleaning, health check- up, performance matrices and replacement of parts that are subject to wear and tear, including any abnormality issue in the device observed during preventive maintenance without any extra cost to the bank including plastic parts. The selected bidder shall coordinate with concerned Bank officials for the suitable day and time to perform preventive maintenance activities and provide report to the Bank on the activities performed.
- Preventive Maintenance and support to the Hardware/ Software shall include replacement of worn-out parts/sub-parts, health check-up, checking diagnostic etc. In case equipment is taken away for repairs, the selected bidder shall provide a standby equipment (of equivalent configuration or higher), so that the work of the Bank is not affected.
- The selected bidder shall replace the parts with original spares of the original brand/make/model. A working HSM or peripheral will have to be provided by the vendor to facilitate temporary replacement.
- The HSMs shall continue to remain covered under warranty agreement during transit as well as at the new location, when moved for maintenance or for any other purpose during the contract period.
- The selected bidder will deploy engineers for the installation of Hardware and migration activities as part of the project until the completion of the project.
- The selected bidder will also deploy engineers for onsite support during compliance requirements, regulatory audit, mandatory configuration changes or any other activity as and when required by the Bank.



- The proposed HSM must support 99.9% uptime along with 24x7x365 support for warranty and post warranty periods. The selected bidder should enter into agreement with the OEM for providing back-to-back arrangements for warranty and post warranty support.
- The selected bidder shall also provide the following documents as part of the deliverables of the project:
  - Original manuals of all proposed hardware/software/applications.
  - Standard Operating Procedures.
  - Installation & Technical Configuration Documents.
  - Network & Security Design Documents (Will be approved by the Bank)
  - Troubleshooting Manual.
  - Executive summary report for the project to the management
  - Functional and operational requirements
  - Project design/plan
  - Product description
  - Guidance for best practices, implementation guidelines
  - User acceptance test plan, if any
  - Training materials
  - Once in every 6 months health check-up report from OEM
- The proposed HSM should be scalable and upgradable to higher capacity.



## Section V-A - Technical Specifications

The proposed HSM device should comply with technical specification as mentioned in the table below. If the make and model proposed by the bidder do not comply with technical specification given below, the bidder would have deemed not to be meeting the Technical requirements and hence will be disqualified in technical bid evaluation.

Bidder should note that Technical specification given in the table below is based on the minimum requirements of Indian Bank. Bidders, however, may quote for hardware with higher specifications.



S No	Technical Specification for UPI HSM 4 No's	Whether bidder is Compliant (Y/N)	If Yes, detailed description of how the solution / component is compliant
1.	<b>Make: Thales</b>		
2.	<b>Model:</b> _____		
3.	<b>Number of HSM Devices required: 4</b>		
<b>General Aspects:</b>			
4.	The Hardware security module should be a standalone network based general purpose hardware security module		
5.	HSM should support key generation and protect modification of keys		
6.	The HSM should be FIPS 140-2 Level 3 Certified and the FIPS certification in the name of OEM.		
7.	HSM should be FIPS 140-2 level 3 and CC EAL 4+ certified.		
8.	Should adhere to all major industry standards, including FIPS-140-2 level 3, PCI-DSS, Qualified Signature or Seal Creation Device (QSCD) listing for eIDAS, Common Criteria EAL4+ (AVA_VAN.5 and ALC-FLR.2) against the protection profile EN 419 221-5 etc.		
9.	Support for minimum 5000 Transactions per Second/Commands per second (TPS/CPS) @ RSA 2048 bits		
10.	The HSM solution should ensure high availability with standby appliance at DC & DR via the HSM libraries and should not depend on any external load balancer.		
11.	Ability to generate and store at least 10000 RSA keys (2048) on-board on demand and shall be secured inside HSM in accordance with FIPS 140-2 LEVEL 3 recommendations		
12.	The Private keys should always remain in FIPS 140-2 Level 3 Certified Memory of HSM & Private Keys should never be available in software or application layer in any form and to take backup it should support FIPS 140-2 level 3 HSM Backup Devices for Storing the Sign & Encryption Certificates.		
13.	Should support cryptographic separation of application keys using logical partitions		
14.	The proposed HSM should come with minimum 5 partitions and each partition should be protected with unique set of user id and password to grant access as per CCA IVG guidelines.		
15.	The proposed HSM should come with minimum 5 client licenses		





16.	OEM support for HSM should be 24*7 and based in India.		
17.	Bidder must be able to use Backup HSM to migrate keys from current HSM to new HSM		
<b>HSM specification:</b>			
18.	The solution and all the components there of must have provision for dual hot-swappable power supply input, dual TCP/IP interface and dual connectivity support.		
19.	The required HSM must be rack mountable and rack mount kit and other required accessories must be supplied along.		
20.	Support of Functionality Modules to run custom code within the secure boundary of the FIPS 140-2 Level 3 certified HSM.		
21.	Should be compatible to existing payment HSM 'SafeNet Luna SA 1700' for smooth migration		
22.	Must maintain compatibility with wide range of host applications. There should not be any changes required in the application/hardware device currently integrated with existing UPI HSMs. There should not be changes required at ATM Switch/ Mobile Banking/ UPI/ Internet Banking or Credit Card switch required for integration.		
23.	There should be no root or super-user access to HSM appliance possible in any way. Root user should not be able to supersede HSM Admin user, No access to bash, KSH or any default terminal shells should be possible for root user.		
24.	Support multi-threading & multi-client so that maximum performance can be achieved.		
25.	Support SNMP		
26.	Syslog diagnostics support		
27.	Utilization statistics - Health check diagnostic and error logs		
28.	Must support cryptographic offloading and acceleration		
29.	FIPS compliant HSM should have dedicated management Ethernet port		
30.	OS-Support like Windows ,Linux, Solaris, AIX, HP-UX etc.		
31.	Key Exchange Symmetric Algorithm: AES, ARIA, CAST, HMAC, SEED, Triple DES, DUKPT, BIP32		
32.	DES and Triple-DES key lengths 112 & 168 bit		
33.	Support for PKCS#11, CAPI, OpenSSL, JCE/JCA and REST API for administration		
34.	Support for Hash Message Digest HMAC, SHA1, SHA2 (224,256,384, 512 bit), MD5 and SM3		
35.	Support for various cryptographic algorithms: Asymmetric Key RSA (1024-4096 bits), DSA, (ECDSA, ECDH, Ed25519, ECIES, ECOES) and KCDSA.		



36.	Should support BIP32 algorithm for Wallet encryption.		
37.	All Keys including private keys must be stored and protected within FIPS 140-2 validated storage of the HSM for entire key life cycle		
38.	On-board key generation, signing inside the HSM		
39.	Secure Host communication using TLS or SSL		
40.	Must have strong separation of administration and operator roles		
41.	Must have secure key wrapping, backup, replication and recovery.		
42.	HSM should have Dual Physical lock		
43.	Should have physical and logical security features. Mention in detail.		
44.	Should have the ability to regularly expand functionality via firmware or application upgrades.		
45.	Ability to monitor and detect Voltage and Temperature should be available as default feature of HSM without the need for any additional software or package.		
46.	FIPS compliant Random Number Generation: should be designed to comply with AIS 20/31 to DRG.4 and also compliant to SP800-90B,SP800-90C		
47.	HSM should be scalable to support more signatures per second i.e. usable in cluster mode via HSM library without the need for any external load balancer.		
48.	Must support clustering and load balancing		
49.	The solution must have added ability of being spread across multiple locations and managed as a group, synchronizing and load balancing all the units to maintain network functionality even if an entire data centre were to lose connectivity		
50.	The HSM Device quoted should be compatible with all the Class-II & Class-III DSC (Digital Signature Certificate) issued from all the Indian CAs (Certified Authorities).		
51.	Appliance shall be network (TCP / IP) based appliance with Gigabit Ethernet ports with Port Bonding , support for both Ipv4 and Ipv6 and must work as cluster		
52.	2 x 10G fibre network connectivity and 2 x 1G with Port Bonding		
53.	HSM should have the ability to enable / disable policies by HSM commands, which will be applicable for Application Users. This feature should not need any Application User login or credentials.		
54.	Synchronization of keys between HSMs on real-time basis.		
55.	Should Support remote administration for maintaining partitions, adding or removing partitions, adding applications, updating firmware, and checking		



	status from centralized Location as required without the need for accessing HSM physically in DC.		
56.	Signed and tamper-evident event based audit logs and standard mechanisms for viewing logs should be available.		
57.	Tamper resistance meeting requirements of FIPS 140-2 Level 3		
<b>Physical characteristics:</b>			
58.	Mean Time Between Failure (MTBF) 171,308 hrs		
59.	Standard 1U 19in. rack mount appliance		
60.	Input Voltage: 100-240V, 50-60Hz		
61.	Dual hot-swap power supplies		
62.	Safety & Environmental Compliance: UL, UL/CA, UL-AR, CSA, CE, BIS, FCC, Canada ICES, RCM, KC, VCCI RoHS2, REACH, WEEE, C- TICK, KC Mark		

The bidder must enclose the detailed specifications of proposed HSM together with all necessary components, software & accessories in the Technical Bid (Bill of Material), supported by Technical Literature/ Data sheet/ Product Catalogues/ Brochures, etc. This is Mandatory for all the bidders.



**Section VI - Final Commercial Bid**

(Indicative price bid to be submitted along with Technical Bid and Final Price Breakup to be submitted after Online Reverse Auction)

Assistant General Manager,  
 Indian Bank,  
 Digital Banking Department,  
 66, Rajaji Salai,  
 Chennai 600 001.

Date:

Dear Sir,

**Sub: Request for Quotation of Supply, Installation and Maintenance of 4 No's of Network HSMs for UPI PIN Encryption**

**Ref: Indian Bank RFQ No. CO/DBD/1071/R1/2022-23 dated 21/07/2022.**

With reference to the above, we give below the quote for the above:

<b>Make: Thales</b>	<b>Model:</b>
---------------------	---------------

(Amount in Rupees & Exclusive of Taxes)

Particulars	Unit Price	Qty	Total Price
HSM with 5 years Enhanced Support including warranty and Onsite Support for 5 Years		4	
One Time Standard Installation and Migration Cost		4	
<b>Total Cost</b>			

**Total Amount in words: Rs.**

- 1) We agree for the delivery period of service as per your above RFQ.
- 2) We agree to the terms of payment mentioned in your RFQ.
- 3) We agree that the number of pages/URLs to be monitored may be increased or decreased as per decision of the Bank. The payment will be done for the number of pages / URLs monitored during that particular month as per the rate per page per month.
- 4) We submit that the above details are true to the best of our knowledge.

**For**



Office Seal

(Signature of Authorised Signatory)

Place:

Date:

Name:

Designation:

Mobile No:

E-mail id:

Company Name:

Business Address:

Telephone No:



---

## Annexure





### Annexure I - Contract Form

THIS AGREEMENT made on the .....day of....., ... Between Indian Bank (hereinafter "the Purchaser") of the one part and..... (Name of Supplier) of..... (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz.,..... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. the Bid Form and the Price Schedule submitted by the Bidder;
  - b. the Technical Specifications
  - c. the Conditions of Contract;
  - d. the Purchaser's Notification of Award/Purchase Order.
  - e. the RFQ including Addendum/s and corrigendum/s
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be supplied / provided by the Supplier are as under:

**(Amount in Rupees & Exclusive of Taxes)**

Particulars	Unit Price	Qty	Total Price
HSM with 5 years Enhanced Support including warranty and Onsite Support for 5 Years		4	
One Time Standard Installation and Migration Cost		4	
<b>Total Cost</b>			

TOTAL VALUE: Rupees .....



DELIVERY SCHEDULE: .....

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said .....(For Indian Bank)

Signed, Sealed and Delivered by the  
said ..... (For the Supplier)

in the presence of:.....

in the presence of:.....



**Annexure II – Performance Security Format**

Bank Guarantee No.

Date:

To:

Assistant General Manager  
Indian Bank,  
Digital Banking Department,  
66, Rajaji Salai,  
Chennai 600 001

WHEREAS ..... (Name of Supplier) hereinafter called “the Supplier”) has undertaken, in pursuance of Purchase Order ..... dated, ..... to supply and maintain .....(Description of Goods and Services) (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the its Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....2027

Signature of Authorised Official with Seal

.....

Date.....2022

Address:.....

.....

NOTE :

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by Banks located in India shall be on a Non-Judicial Stamp Paper of requisite value.



### Annexure III – Non Disclosure Agreement

**This Agreement** made at \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_ 2022  
BETWEEN \_\_\_\_\_ a company incorporated under the Companies  
Act, 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as  
“Service Provider” which expression unless repugnant to the context or meaning thereof be  
deemed to include its successors and assigns) of the ONE PART;

AND

INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition &  
Transfer of Undertakings) Act, 1970 and having its Corporate Office at 254-260, Avvai  
Shanmugam Salai, Royapettah, Chennai - 600014 (hereinafter referred to as “IB” which  
expression unless repugnant to the context or meaning thereof be deemed to include its successors  
and assigns) of the OTHER PART

And are hereinafter individually referred to as party and collectively referred to as “the Parties”.  
Either of the parties which discloses or receives the confidential information is respectively referred  
to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties entered to a contract and established business relationship between them. In the course  
of such business relationship, it is anticipated that both the parties may disclose or deliver to either  
of the Parties certain or some of its trade secrets or confidential or proprietary information, for the  
purpose of enabling the other party to evaluate the feasibility of such business relationship  
(hereinafter referred to as “the Purpose”).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED  
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### 1. Confidential Information:

“Confidential Information” means all information disclosed/ furnished by either of the parties to  
another Party in connection with the business transacted/to be transacted between the Parties  
and/or in the course of discussions and negotiations between them in connection with the Purpose.  
Confidential Information shall include customer data, any copy, abstract, extract, sample, note or  
module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the  
Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information  
which the Receiving Party can show:

- a) is now or subsequently becomes legally and publicly available without breach of this Agreement  
by the Receiving Party,
- b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality  
prior to receiving it, from the Disclosing Party,



c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or

d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

## 2. Use of Confidential Information:

a) Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

b) The bidder shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.

c) The bidder shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

## 3. Non-disclosure:

The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure



#### 4. Publications:

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

#### 5. Term:

This Agreement shall be effective from the date hereof and shall continue till termination of business relationship between the Parties. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential for a period of five years after expiry of contract.

#### 6. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

#### 7. Return of Confidential Information:

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

#### 8. Remedies:

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.





### 9. Entire Agreement, Amendment, Assignment:

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

### 10. Governing Law and Jurisdiction:

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai.

### 11. General:

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

### 12. Indemnity:

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

In witness whereof, the parties hereto have set their hands through their Authorized signatory

Signed, Sealed and Delivered by the

said \_\_\_\_\_ (For Indian Bank)

in the presence of:

1. \_\_\_\_\_

Signed, Sealed and Delivered by the

said \_\_\_\_\_ (For the Service Provider)

in the presence of:

1. \_\_\_\_\_



**Annexure IV – Format for Pre-Bid Queries**  
(to be provided in MS-EXCEL readable format)

S.No	RFQ Point no/Title	Page no in RFQ	Details provided in RFQ	Query/ Changes Requested



## Annexure V – Self – declaration - Blacklisting

Assistant General Manager,  
Indian Bank,  
Digital Banking Department,  
66, Rajaji Salai,  
Chennai 600 001.

Date:

Dear Sir,

**Sub: Request for Quotation of Supply, Installation and Maintenance of 4 No's of Network HSMs for UPI PIN Encryption**

**Ref: Indian Bank RFQ No. CO/DBD/1071/R1/2022-23 dated 21/07/2022.**

We hereby certify that, we have not been blacklisted currently by any Government Dept / Agency, PSU / PSB / Financial Institution/ Bank.

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**



## Annexure VI - Declaration / Undertaking from Bidder

Regarding applicability of restriction on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

Assistant General Manager,  
Indian Bank,  
Digital Banking Department,  
66, Rajaji Salai,  
Chennai 600 001.

Date:

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP 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 on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is not from such a country.”
2. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is from such a country. I hereby certify that \_\_\_\_\_ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.



Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

3. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

4. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)



## Annexure VII – Bid Security Form

Whereas..... (Hereinafter called “the Bidder”) who intends to submit its bid..... for the supply of ..... (name and/or description of the goods) (Hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We..... (name of bank) of ..... (name of country), having our registered office at ..... (address of bank) (hereinafter called “the Bank”), are bound unto Indian Bank in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder

- (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:

- (a) fails or refuses to execute the Contract Form if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

**NOTE:** 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank Guarantee issued by banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.





### Annexure VIII – Experience Details

Ref: RFQ/DBD/1071/R1/2022-23 dated 21/07/2022

(Submit photocopies of Purchase Orders as supporting documents for each item as per eligibility & evaluation criteria separately)

S.No.	Name of Organization for whom services rendered	No of HSMs supplied	Nature of services provided	Project Details		
				Period (No. of Months)	Start Date	Date of Completion/ expected completion

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:



### Annexure IX – Net worth and P&L Details

(Bidders have to submit photocopies of Audited Balance Sheet / P&L)

Ref: RFQ No. RFQ/DBD/1071/R1 dated 21/07/2022

(Amount in Rs.)

<i>F Y</i>	<i>Turnover</i>	<i>Net Profit and Loss</i>	<i>Net worth</i>
2018-19			
2019-20			
2020-21			

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:



**Annexure X - Manufacturers' Authorization Form (MAF)**

No.

Date :

To

Assistant General Manager,  
Indian Bank, Head Office Building,  
Digital Banking Division, 2<sup>nd</sup> Floor  
66, Rajaji Salai, Chennai – 600 001.

**MAF for your RFQ No. RFQ/DBD/1071/R1/2022-23 dated 21/07/2022**

Dear Sir

We who are established and reputable manufacturers/ developer of .....(name of product offered) do hereby authorize M/s.....(name and address of Agent) to submit a Quote, and sign the contract with you for the solution offered by us against the above RFP (Request for Proposal).

We hereby extend our full warranty/support as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP (Request for Proposal). We duly authorize the said firm to act on our behalf in fulfilling all installation, technical support and Annual maintenance obligations required by the Contract.

Yours faithfully,

(Name)

(Name of OEM)

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the OEM. It should be included by the Bidder in its bid.



### Annexure XI – Bid Form

*(Bidders are required to furnish the Bid Form on its letter head)*

Date: \_\_\_\_\_

To

Assistant General Manager,  
Indian Bank, Head Office Building,  
2nd Floor, Digital Banking Division,  
66, Rajaji Salai, Chennai – 600 001.

**Sub: Request for Proposal for Supply, Installation and Maintenance of 4 No's of Network HSMs for UPI PIN Encryption.**

**Ref: RFQ No. RFQ/DBD/1071/R1/2022-23 dated 21/07/2022**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 3% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, if required.

Until a formal contract is prepared and executed, this bid, together with 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.

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

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

Dated this .....day of ..... 2022

Signature .....



.....  
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

.....

.....

Mobile:

Email



### Checklist

S.No	Criteria	Documents to be submitted as proof
1.	Bidder must be engaged in providing HSM supply, installation and maintenance services for atleast 5 years to any reputed organization / Bank / Financial Institution as on 31/03/2022	Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with copies of Memorandum and Articles of Association/ Partnership Deed to be submitted along with GST registration certificate.
2.	The Bidder should be a profit making company and should have earned net profit in at least one out of three preceding financial years (FY 2019-20, FY 2020-21 & *2021-22) as per the audited financial statements and should have a positive net worth in three preceding financial years (FY 2019-20, FY 2020-21 & *2021-22)	Copy of audited Financial statements for three financial years (FY 2019-20, FY 2020-21 & 2021-22) along with certificate from chartered accountant with profit and net worth details and furnish details as per Annexure IX.
3.	Bidder must not have been blacklisted by any Government organization / PSU / Bank currently.	Self Declaration as per the format given in Annexure-V should be attached.
4.	Bidder should not be insolvent, in receivership, Bankrupt, or being wound up.	Self-Declaration on Bidder's Letterhead signed by the authorized signatory.
5.	Bid Form	As per Annexure XI
6.	Final Technical Bid	To be submitted as per Section V-A
7.	Final Commercial Bid	To be submitted as per Section VI
8.	Escalation Matrix	Bidders have to provide the escalation matrix with name, contact number, mail of the contact person for call logging, on their letter head
9.	Copy of RFQ & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder.
10.	The bidder should have supplied, installed and supported for at least 2 no's of HSM devices in past 3 years (as on RFP date) to Commercial Banks / Financial Institutions in India.	Copy of the purchase order and / or Certificate of completion of the work. The Bidder should also furnish letter from the institution quoting the period and nature of services provided along with satisfactory certificate. The bidder to submit certificate from the Bank along with the copy of Purchase Order to the effect that the solution is implemented and working satisfactorily. Details to furnished as per Annexure-VIII.



11.	Letter of confirmation from OEM that Bidder is the Authorised Distributor and/or reseller of the HSM make being quoted as per Annexure X.
12.	Back to back agreement with OEM of HSM Model as an Authorised Distributor and/or reseller for next 5 years
13.	A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the bid.
14.	Letter of undertaking from the OEM that the product to be supplied will not be End of Support in next 5 years.
15.	Letter of undertaking from Bidder & OEM that all the technical problems reported would be resolved within 24 hrs
16.	Documentary Proof of order / contract copy / customer credentials and satisfactory certificate that the bidder has supplied, Installed and supported for at least 2 no's of HSM devices in past 3 years (as on RFP date) to Commercial Banks / Financial Institution in India. The documentary proof should state the completion of the implementation.
17.	Declaration that the Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017 as per Annexure VI

*\*If 2021-22 Financial Statements of any bidder is unaudited then Bank would consider the CA Certificate for the provisional financial statements for FY 2021-22 along with an undertaking letter from the bidder that the 2021-22 Statements are not audited*

