



Tender for supply/installation/integration/maintenance of Hardware Security Modules (HSM)

A. BRIEF PROJECT REQUIREMENT

Bank of Baroda has a requirement of following Hardware Security Module (HSM) for implementation of Unified Interface (UPI) Application in its three sponsored RRBs.

Product Description	Quantity
Hardware Security Module (HSM) with 50 TPS for UPI (Technical Specification as per Annexure – 1)	3 (-2- at DC Mumbai DC & -1- at DR Hyderabad)

B. TENDER DELIVERY DETAILS

The vendors are requested to submit their commercial proposal for purchase of Hardware Security Module (HSM).

The vendors may submit their tenders:

Addressed to

Incharge, RRB DC DR Operations
Bank of Baroda RRB CBS Operation Center
2nd Floor, South Wing UTI Tower,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051

Delivered at the following address latest by 20th Sept' 2017 by 3.30 PM

Mr. Nityanand Bhadgaonkar (CM- IT)
Bank of Baroda RRB CBS Operation Center
2nd Floor, South Wing UTI Tower,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051
Tel – 022 – 67892811

C. IMPORTANT DATES

#	Particulars	Timeline
1	Tender Issuance Date	8 th September 2017
2	Last Date of Submission of Tender Response (Closing Date)	3.30 PM on 20 th September 2017
3	Commercial Bid Opening Date	4:00 PM on 20 th September 2017

D. SUBMISSION DETAILS

As part of the submission the vendor should submit the following details in a **Master Envelope superscribed “Tender for Procurement of Hardware Security Module (HSM)”**:

- a) **Undertaking Letter from Principal Vendor / OEM** – A letter of undertaking from the vendor on the following points:



- I) Agreeing to all terms & conditions as detailed in the tender.
 - II) The organization is in the business of HSM at least for a period of last 3 years.
 - III) The model offered meets all the technical requirements mentioned in Annexure 1.
 - IV) Sufficient quantity of spares will be kept as stock during the Warranty / AMC period at the Vendor's office in Mumbai.
 - V) Any technical problem would be resolved within 24 hrs. of call reported (including time for procuring spare parts) and having technically qualified engineers to service the HSM in Mumbai and Hyderabad
 - VI) Escalation Matrix with First Level Support, Second Level Support, Regional & Zonal head, Country Head Details along with their Name, Contact Number (LL & Mobile), E-Mail ID.
- b) Undertaking Letter from OEM – A letter of undertaking from the vendor on the following points:**
- I) If submitting tender as a partner - letter of authorization from the principal vendor or OEM.
 - II) If submitting tender as a partner - Under taking from OEM to support the product in Warranty as well as in AMC period if vendor's integrator fails to do so.
 - III) Letter from OEM that the product proposed is UPI compliant.
- c) Separate Sealed envelope (inside the Master envelope) superscribed as "Commercial Bid". The envelope should contain dully filled Commercial proposal (Annexure 2).**

E. EVALUATION METHODOLOGY

Bank will open the commercials of only those vendors who have submitted valid Undertaking Letters as mentioned in "**Point D. SUBMISSION DETAILS**". The vendor quoting the lowest commercial shall qualify as the L1 vendor. The vendor is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

Rate quoted should be inclusive of all taxes except GST which will be paid on production of original receipt.

F. NORMALIZATION OF BIDS

The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the empanelled vendors to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the vendors will, by responding to this tender, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this tender, agree to the process and conditions of the normalization process.

G. OTHER TERMS

Please note that any response which does not provide any / all of the information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard.

The Bank reserves the right to accept or reject the tender in whole or in parts without assigning any reason thereof. The bank's decision will be final and the bank will not entertain any correspondence in this regard. Bank will not assume any responsibility in case of delay or non-delivery of responses by post, courier, etc within the stipulated time.

Mere response to the tender will not entitle nor confer any right on the vendors for supply/sale to the bank.

Those vendors who do not fulfil any one of the required specifications and not meeting other criteria will not be considered.

H. PAYMENT TERMS

The payment will be released as follows:

- 70% of the total cost on delivery and implementation of the HSM plus 100% of VAT / CST & Octroi / entry tax. (POD document signed by the concerned Bank officials and also implementation sign off / confirmation by the Bank to be provided along with invoice for release of payment).
- Balance amount of 20% will be released after one month of successful implementation of the HSM.
- Balance amount of 10% will be released after one month on completion of Warranty + AMC period or against a Performance Bank Guarantee of scheduled commercial Bank preferably public sector bank, other than Bank of Baroda, for Five years and one month (i.e. one month beyond the support period).

The payment will be released by Bank of Baroda RRBs Head Offices on the ratio of their branch count (RRB DC Team would share the payment ratio to successful bidder) as per the payment terms on submission of related documents.

The Bank/RRBs will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors 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 vendor, in case of delays or defaults on the part of the vendor. 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 professional fees quoted by the vendor in the price bid against such activity / item.

I. DELIVERY TIMELINES

Delivery of required HSM should be within 4 weeks from the date of purchase order. The Addresses for delivery of HSM are as follows:

Data Centre: - Bank of Baroda RRB, Reliance IDC limited, F Block, 1st Floor, DAKC, Thane-Belapur Road, Kopharkhirane, Navi Mumbai, India - 400710 Contact Person: Mr. Abhishek Tewari Contact No.: 8898001120	Disaster Recovery Site: - Bank of Baroda RRB, Reliance IDC Ltd, Plot No 20, Hi-tech City Layout, Survey No 64, Madhapur, RR District, Hyderabad, India - 500019 Contact Person: Mr. Sagar Yadav Contact No.: 8008451812.
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J. WARRANTY

The product supplied should be with 3 year warranty and 2 Years AMC from the date of invoice. The Vendor will enter into an AMC agreement with the bank at the discretion of the Bank, after the expiry of warranty period to support the Hardware & Software supplied for a minimum period of -2- (two) years at the rate quoted in "Annexure 2 – Commercial Bid". The minimum AMC (after the warranty period) to be quoted by the vendor in the commercial proposal is 7% per annum.

K. INSTALLATION

Installation at our office's, including unpacking of cartons / boxes, will be the responsibility of the vendor. Vendor will have to install the system along with integration with existing Bank's setup and hand it over to Bank for acceptance testing within 3 days from the date of receipt of the system at our office.

Vendor will have to pay liquidated damages to Bank @ 1% of the total value per day or part thereof subject to maximum of 5%, for delay in installation, if the delay is caused owing to reasons attributable to the vendor.

Bank reserves the right to shift HSM to new locations and warranty / AMC will continue to be in force at the new location.

L. UPTIME GUARANTEE

Vendor will have to guarantee a minimum uptime of 99%, calculated on a monthly basis.

Uptime percentage - 100% less Downtime Percentage.

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Unavailable Time - Time involved while any part of the core configuration or system software component is inoperative or operates inconsistently or erratically.



If Vendor fails to meet the uptime guarantee in any quarter then the Vendor will have to pay 1% of cost of the hardware as damages for every 1% downtime than the agreed 95% to a maximum of 10% damages during the Warranty / AMC period OR the warranty / AMC period will have to be extended by one month. The Vendor should immediately provide Bank with an equivalent standby system in case of failures.

Note: If equivalent standby is provided that will not be considered as downtime to the maximum period of 7 working Days.

M. SUPPORT SERVICES

Support services should include the following:

- a. OEM / Partner has to provide Telephonic, Email & Web based Support (24x7) for the 3 years warranty and 2 years AMC period.
- b. OEM / Partner has to provide Patches / Updates / Upgrades / Bug Fixes during the 3 years warranty and 2 years AMC period.

N. TRAINING

The vendor shall provide training to officials of Bank. The training should cover features of the HSM and include hands-on training. Training will have to be provided at Bank premises (where the machines are delivered) or external sites acceptable to Bank at vendor's cost.

O. TRANSPORTATION AND INSURANCE

All the costs should include cost, insurance and freight (c.i.f). However, the vendor has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the vendor till the acceptance of the HSM by Bank. The vendor should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

P. DOCUMENTATION

Vendor will have to supply all necessary documents in English related to the HSM along with their bid submission.

Q. FORCE MAJEURE

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

R. ARBITRATION

In the event of a dispute or difference of any nature whatsoever between BOB and the vendor during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise

of two arbitrators and an umpire. BOB and Vendor will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at BOB's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

S. INDEMNITY

The vendor will indemnify, protect and save the Bank against all claims, losses, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. in respect of the HSM supplied by him.

T. CONFIDENTIALITY

The Vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party without consent in writing by BOB. In case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by BOB. Further, BOB shall have right to regulate vendor staff.

U. INFORMATION AND SECRECY

The Vendor must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The Vendor will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Vendor if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank.

V. PUBLICITY

The vendor shall not advertise or publicly announce that he is undertaking work for BOB without written consent of BOB.

W. STANDARDS

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

X. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor fails to perform any obligation(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar services.

Y. AUDIT

Vendor shall allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by Vendor in relation to the services hereunder within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by RBI.

Vendor should allow the Reserve Bank of India (RBI) to conduct audits or inspection of its Books and account with regard to BOB documents by one or more RBI officials or employees or other persons duly authorized by RBI.

Z. NO EMPLOYER EMPLOYEE RELATIONSHIP

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

AA. AUTHORIZED SIGNATORY

The Vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The Vendor shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Vendor shall furnish proof of signature identification for above purposes as required by the Bank.

For any further clarifications you may contact:
Mr. Nityanand Bhadgaonkar, Chief Manager (IT)

Contact : 022 67892811

E-mail your queries
cm.non-cbs.dc@barodarrb.co.in



Technical Requirement for Hardware Security Module		Complied	
S.No.	Technical Specifications	Y / N	If No Remarks
1	Make, Model & General Aspects		
A	Transaction per Second – 50 TPS		
B	The proposed HSM should have dual connectivity support.		
C	The proposed HSM must be PCI-HSM 2.0 Certified.		
D	The proposed HSM must be FIPS140-2 Level 3 Certified.		
E	The proposed HSM should support RSA 2048.		
F	Capable of translating up to 1600 PIN triple DES Pin block Per second and minimum of 140 PIN triple DES Pin block Per second		
G	It should support multi-threading so as maximum performance can be achieved.		
H	It should support following Crypto Graphic Standard: DES and Triple DES Algorithms - Provide PIN encryption, PIN Authorization and message authentication capabilities.		
I	Capable to support DES and 3DES KEY lengths 112 bit,168 bit		
J	The relevant security settings in the firmware should have PCI compliant values		
K	Shipment of the HSM should be compliant as per PCI HSM requirement		
L	End to End Pin/Password Encryption		
2	Management Facilities		
a	Should have GUI/CLI available with 2 factor Authentication using USB Tokens		
b	Support SNMP		
c	Utilization statistics - Health check diagnostic and error logs		
d	All Features for the HSM should be enabled by default and should not require purchase of any additional license for PIN		



	transaction Processing, EMV Processing etc.		
3	Key Managements		
a	Key Block support (superset of ANSI X9.24) ,		
b	DUKPT (DES and Triple-DES)		
4	Security Certification		
a	Cryptographic module certified to FIPS: 140-2 Level 3, 46, 81, 180-3, 186-3, 198		
b	PCI HSM 2.0 Standard		
c	NIST SP800-20, SP800-90(A)		
d	FIPS approved Random number generator		
e	FIPS approved algorithms		
5	Security Features		
a	Tamper resistance meeting requirements of PCI HSM 2.0 & FIPS 140-2 Level 3		
b	Detection of cover removal in addition to Alarm triggers for motion, voltage and temperature		
c	Multiple alarm triggers for motion, voltage and temperature		
d	Device hardening - ability to disable functions not required by the host application		
e	Audit trails and 2 Factor Authentication for Auditor using usb tokens		
6	Key Features		
a	Reporting of Authorization State identifies whether commands are Host, Console, or All		
b	Secure Key Storage and Generation for all key types used		
c	Reduced Key check value: 6 HEX		
d	Encrypted decimalization table		
e	Secure Host communication using TLS or SSL		



f	PIN never appears in the clear outside of a tamper resistant security module as per PCI PIN security requirements		
g	Key Entry Mechanism are protected as per PCI HSM 2.0 requirements		
Other Requirements			
Warranty / AMC Period	3 Years Warranty and 2 Years AMC		
End of Life or Support	Not before 5 Years from the date of installation		



Commercial Bid: Tender for Procurement of Hardware Security Module (HSM)							
Sr. No.	Description of Software	Quantity	Unit Price of HSM with 3 Years Warranty (in Rs.)	Amount (in Rs.) [A]	AMC (%) per Annum	AMC Amount (2 Years) (in Rs.) [B]	Total Amount (in Rs.) [A] + [B]
1	Hardware Security Module (HSM) for UPI (50 TPS) (2 Qty at DC Mumbai & 1 Qty at DR Hyderabad) End to end installation/integration/maintenance with Bank's UPI setup	3					
2	Other Charges (If any)	XXX					
Total cost of ownership (TCO) (in Rs.)							
Note:							
a) All the commercial value should be quoted in Indian Rupees.							
b) The price of HSM should be inclusive of all taxes, duties, levies etc. except GST.							
c) Bank will deduct applicable TDS, if any, as per the law of the land.							
d) The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge.							
e) The above price should include supply, installation and maintenance of the HSM as per requirements provided in the tender.							
f) The minimum AMC (after the warranty period) to be quoted by the vendor in the commercial proposal is 7% per annum.							
g) Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.							
h) We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws.							
i) Quantity of the HSM may vary as per Bank's actual requirement. If any additional HSM modules are required by the Bank, Bidder needs to supply the same on above quoted cost only. All Terms and conditions of this RFP will be applicable for those additional quantities of HSM modules also.							
Place:							
Date:				Seal & Signature of the bidder			