

BCC:IT:PROC:112:48

5<sup>th</sup> December 2020

**Tender for Procurement of Hardware Security Module (HSM) HW Appliance**

**A. BRIEF PROJECT REQUIREMENT**

Bank of Baroda has a requirement of following Hardware Security Module (HSM):

| Product Description  | Quantity                   |
|--|----------------------------|
| Hardware Security Module (HSM) for e-KYC (Technical Specification as per Annexure – 1) | 2 (1 Hyderabad + 1 Mumbai) |

**B. PURPOSE**

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, BandraKurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called Tender, to eligible Bidders, hereafter called as ‘Bidders / Bidders’, to participate in the competitive bidding towards procurement of Network Cable.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this Tender and who fulfill the criteria mentioned in this document. The participating bidder must agree to all our terms & conditions mentioned under this Tender document.

**C. IMPORTANT DATES**

| Schedule of RFP  |  |
|--|--|
| Clarifications you may contact officials                                   | Mr. Arnab Das (022-66983237)<br>rfp.it.procurement@bankofbaroda.com  |
| Date of Viewing Tender   | 5 <sup>th</sup> December 2020  |
| Last Date of Written request for Clarifications Before the Pre-bid Meeting | 10 <sup>th</sup> December, 2020  |
| Pre-bid Meeting details  | <ul style="list-style-type: none"> <li>○ Pre bid meeting will be held online through Bank’s Online Meeting Platform (i.e. Microsoft Teams) on 11<sup>th</sup> December 2020 at 2PM.</li> <li>○ Bidder to submit a maximum of -2- participant’s names, contact numbers, designations and e-mail IDs on rfp.it.procurement@bankofbaroda.com by 10<sup>th</sup> December, 2020 along with pre-bid clarification.</li> <li>○ Meeting invite Link will be sent by the Bank to bidder’s provided email IDs to join the Online Meeting as per the schedule mentioned above.</li> <li>○ Bidder representatives will have to click the</li> </ul> |

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|  |   |
|--|---|
|  | Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting   |
| Last Date & Time of Submission of Bids                       | 03:00 PM on 28 <sup>th</sup> December 2020  |
| Date & Time of opening of Part-I Eligibility / Technical Bid | 03:30 PM on 25 <sup>th</sup> December 2020 through Bank's Online Meeting Platform i.e. Microsoft Teams. Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.   |
| Date & Time of opening of Part-II Commercial Bid             | To be communicated Later  |
| Application Money  | Rs. 25,000/- (Rupees Twenty Five Thousand only)   |
| Bid Security (Earnest Money Deposit)                         | Rs. 1,50,000/- (Rupees One Lacs Fifty Thousand Only)  |
| Mode of bid submission & online portal's URL                 | Mode: Online<br>URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>  |
| Support details of Online Portal facilitator                 | ITI Limited, Tenderwizard Helpdesk Team<br>Email: <a href="mailto:eprocarebob@etenderwizard.com">eprocarebob@etenderwizard.com</a><br>Phone: +91-11-49424365<br>For more details, check under Contact us at home page of e-procurement portal <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a> |
| Minimum requirement for Online RFP response submission       | <u>"Recommended Hardware and Internet Connectivity"</u> section under Annexure -02 (E-Procurement Guidelines)   |

#### **D. SUBMISSION DETAILS**

As part of the submission the bidder should submit the following documents through our eProcurement portal:

- a) Undertaking Letter from Principal Bidder (signed /Digitally signed documents from authorized representative of bidder) (Part-I Eligibility / Technical Bid ) – A letter of undertaking from the bidder on the following points:
  - i) Agreeing to all terms & conditions as detailed in the tender.
  - ii) Undertaking as per Annexure 6 and Copy of certificate of valid registration with the Competent Authority (If applicable)
  - iii) 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 & Hyderabad.
  - iv) 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.
  - v) Bidder to Provide Application Money Transaction Details as per Annexure 7
  - vi) Bidder to Provide Transaction Details for EMD as per (Annexure 8) or Bank Guarantee (Annexure 9)

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- b) Undertaking Letter from OEM (signed /Digitally signed documents from authorized representative of OEM)
- Valid documentary proof authorizing bidder as Partner or Authorized Reseller of OEM.
  - Under taking from OEM to support the product in Warranty as well as in AMC period if vendor's fails to do so.
  - Letter from OEM that the product proposed is e-kyc compliant
  - 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.
- c) **Commercial Bid** -Commercial Bid for HSM should be strictly as per Commercial bid format (Annexure - 3). Any commercial bid submitted not in conformity with Annexure – 3 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.

## **E. EVALUATION METHODOLOGY**

Bank will evaluation the Technical Proposal of only those bidders who have submitted valid Undertaking Letters as mentioned in “Point D. SUBMISSION DETAILS”.

### **Proof of Concept (POC)**

Vendors as part of technical evaluation have to demonstrate Proof of Concept (POC) of their product. POC will be based on the following conditions:

- All and any cost associated with demonstrating the POC (including provision of Servers, technical resources, travel cost, boarding cost etc) will be to the account of the vendor and bank will not bear any cost.
- Bank reserve its right to extend / shorten the period of POC where needed.
- The POC would be done to check whether the quoted model meets the technical specifications as mentioned in Annexure 1. Further the following parameters will be also verified:
  - HSM should be compatible with our eKYC application.
  - should be able to sync/migrate existing key materials.
- Any vendor who is not complying with the above POC will be technically disqualified.
- Bidders who have failed in the POC will automatically stand disqualified technically.

The Bidders who have qualified technically as part of the POC, will eligible for commercial evaluation.

The bidder quoting the lowest commercial shall qualify as the L1 bidder. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

Total Amount quoted should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid as per actual.

## **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 bidders 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 bidders to resubmit the commercial bids once again for

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scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders 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 bidders, 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 bidder 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 bidders for supply/sale to the bank.

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

## **H. Contract period**

The Contract with the selected vendor will be valid for a period of 5 years from date of installation of hardware. 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 Vendor. The Bank will have the right to renegotiate these prices at the end of the contract period

## **I. PAYMENT TERMS**

The payment will be released as follows:

### **1. Hardware Security Module (HSM) cost - (for 3 years warranty period):**

- 50% of the total cost of hardware on delivery of HSM plus 100% of GST (wherever applicable) at actuals. The required documents to be provided along with original invoice:
  - a) Original delivery Challans duly stamped and signed by the Project Managers of the successful bidder and Bank.
  - b) In case of softwares, original License copies (if any)
- 40% of total cost of **Hardware Security Module (HSM)** on Successful Configuration, Installation, Integration of the HSM

The required documents to be provided along with original invoice:

- a) Original installation reports duly stamped and signed by the Project Managers of the successful bidder and Bank.
- b) In Case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's

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dependencies like site is not ready etc. along with an undertaking from bidder to complete installation within a week of being informed that the site is ready

- Balance amount of 10% of Hardware Security Module (HSM) cost(for warranty period) will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Tender Bank Guarantee for early release of retention money (Annexure 04) by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of warranty period plus 3 months.

## **2. AMC / ATS Charges**

AMC / ATS Charges payments will be divided into four equal instalments for the year and paid quarterly at the end of each quarter, on actuals. The payment will be on production of original invoice against receipt of satisfactory support report of previous quarter from Operations Managers of the Bank and Bank's Managed Service Provider. All the above documents to be duly signed by the authorized service delivery head of the successful bidder.

The payment will be released from IT Dept., BCC as per the payment terms on submission of related documents.

The Bank 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 Bidder 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 bidders. 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 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 professional fees quoted by the bidder in the price bid against such activity / item.

## **J. DELIVERY TIMELINES**

Delivery of required HSM should be within 4 weeks from the date of acceptance of purchase order by successful bidder. Bidder will have to pay late delivery charges to Bank of Baroda @ 1% of the purchase order 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 total purchase order value inclusive of all taxes, duties, levies etc.. If delay exceeds the maximum percentage of 5%, Bank of Baroda reserves the right to cancel the respective purchase order.

Bidder will be responsible for ensuring proper packing, delivery and receipt of the hardware and software related to hardware at the site(s). Sealed packs will be opened in the presence of Bank of Baroda officials.

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All accessories as part of the hardware / software to make the HSM operational should be delivered together with the equipment. Any component has not been delivered or if delivered is not operational on account of which the equipment is not functioning, will be deemed / treated as non-delivery of the equipment thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of equipment is not acceptable and payment would be released as per terms only after full delivery.

## **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 7 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. Warranty**

HSM covering all components will remain under, onsite, comprehensive maintenance warranty for a period of three years. The service support during warranty period shall be for complete infrastructure setup and accessories supplied.

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

- *Comprehensive Warranty for 36 Months from the date of installation or 37 months from the date of the delivery whichever is earlier.*

Bidder will have to upgrade the Hardware/ 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 / MSP team.

In event of any equipment / part is 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 3 years, where the period of warranty remained is less than twelve month 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 banks 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 Bidders 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.

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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 till machine is repaired. The replaced equipment should be installed by the vendor 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.

Providing of all deliverables including warranty services etc. under this contract shall be the sole responsibility of the vendor. Bank will not be responsible for any delays/violation from third party OEMs

**M. 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 total support cost 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.

**N. Annual Maintenance Contract and Annual Technical Support**

Bidders must quote for comprehensive on-site AMC, which shall include labour and cost of the material, strictly as per SLA terms, for a period of 2 (two) years after the expiry of 3 years' warranty period as mentioned above. The AMC shall be on-site comprehensive and shall not require the purchaser to procure and store recommended spares at the site during warranty / AMC. Entering into AMC for a lesser number of years (pro-rata charges to apply) shall be at the discretion of BANK.

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The minimum AMC (after the warranty period) to be quoted by the vendor in the commercial proposal is 4% per annum on the base price of Hardware. The Comprehensive on-site AMC must be quoted by all the bidders for the subsequent 2 years' period over and above the warranty period. The Comprehensive on-site AMC prices should be based upon the percentage of the Purchase price or prevailing list price at the completion of three years, whichever is lower. Price Bids without AMC shall be summarily rejected. AMC rates must be quoted as per the price bid format enclosed. No other format shall be accepted.

In case of software, 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, etc shall also be required and is a must. The time limit within which such calls shall be attended to shall be only based on the SLAs mentioned in this RFP.

#### **O. 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.

#### **P. TRANSPORTATION AND INSURANCE**

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

#### **Q. DEAD ON ARRIVAL (DOA)**

The Bidder has to ensure that any equipment supplied as part of this Tender should not be Dead on Arrival (DOA). In the event if any equipment supplied by the bidder is Dead on Arrival (DOA), the bidder has to replace the equipment at no additional cost to the Bank.

#### **R. DOCUMENTATION**

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

#### **S. 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



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while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

#### **T. ARBITRATION**

In the event of a dispute or difference of any nature whatsoever between Bank and the bidder 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. Bank and Bidder will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at Bank's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

#### **U. INDEMNITY**

The bidder 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 Network Cable provided by him.

#### **V. CONFIDENTIALITY**

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

#### **W. INFORMATION AND SECRECY**

The Bidder 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 Bidder will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Bidder 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 Bidder. 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.

#### **X. PUBLICITY**

The bidders not advertise or publicly announce that he is undertaking work for Bank without written consent of the Bank.

#### **Y. STANDARDS**

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

#### **Z. TERMINATION FOR DEFAULT**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder 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

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to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

**AA. AUDIT**

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

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

**BB. NO EMPLOYER EMPLOYEE RELATIONSHIP**

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

**CC. AUTHORIZED SIGNATORY**

The Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The Bidder 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 Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

**DD. Performance Guarantee**

The successful bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 3 to the extent of 10% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda.

In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the service provider should be included in the remaining amount of the contract value.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the successful bidder, will be forfeited

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**EE.Application Money**

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A non-refundable Application Money of as mentioned in “[A] Important Dates – Application Money” through electronic mode at the time of submission of the technical bid, proof of same is to be submitted while opening of eligibility bid failing which the bid of the concerned bidder may be rejected. This non-refundable fee is to be submitted through the electronic mode to the below mention account. The details of the account are as under: -

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS**

The Bank reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank’s action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.

#### **FF. Bid Security / Earnest Money Deposit**

Bidders are required to give an earnest money deposit of an amount as mentioned in “Important Dates at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)” shall be paid through electronic mode or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS.**

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails
  - ▶ Refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or

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- ▶ To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
- ▶ To comply with any other condition precedent to signing the contract specified in the solicitation documents.
- **Unsuccessful Vendor's** - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Vendors.
- **Successful Vendor** – Bid security money deposit or bank guarantee will be discharged upon the vendor furnishing the performance guarantee. The Bid security Money of the successful vendor may be forfeited or the bank guarantee in lieu of Bid security money may be invoked by the Bank if the successful vendor fails to furnish performance guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the vendor refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.

Exemption from submission of EMD and tender cost shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidder who are MSE has to submit necessary document issued by NSIC and the bidder who are startups has to be recognize by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSE/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption

**Annexure-1 (Technical Specification)**

| SL.No | Technical Specifications   |
|-------|--|
|       | <b>GENERAL SPECIFICATIONS</b>  |
| 1     | The Hardware security module should be a standalone network based general purpose hardware security module   |
| 2     | Support for minimum 1000 Transaction Signing per Second @ RSA 2048 bits  |
| 3     | 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.  |
| 4     | Ability to generate and store at least 500 RSA keys (2048 and 4096) onboard on demand and shall be secured inside HSM in accordance with FIPS 140-2 LEVEL 3 recommendations  |
| 5     | 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. |
| 6     | 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.   |
| 7     | The proposed HSM should be compatible with our eKYC application and should be able to sync/migrate existing key materials  |
| 8     | The proposed HSM should come with minimum 5 client licenses  |
| 9     | The Proposed HSM must not be End of Life or End of Support for at least 6 years from the due date of submission of bid.  |
| 10    | Support: OEM support for HSM is critical and is best provided when situated in the same country where the deployment is done to meet SLAs as per Bank guidelines of 24*7 based out of India only.  |
| 11    | <b>HSM SPECIFICATION</b>   |
| 12    | The solution and all the components there of must have provision for dual hot-swappable power supply.  |
| 13    | The required HSM must be rack mountable and rack mount kit and other required accessories must be supplied along.  |
| 14    | Support of Functionality Modules to run custom code within the secure boundary of the FIPS 140-2 Level 3 certified HSM.  |
| 15    | There should be no root or super-user access to HSM appliance possible in any way. No access to bash ,ksh or any default terminal shells should be possible.   |
| 16    | OS-Support like Windows ,Linux, Solaris, AIX, HP-UX etc.   |
| 17    | Key Exchange Symmetric Algorithm: AES, ARIA, CAST, HMAC, SEED, Triple DES, DUKPT   |

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|    |  |
|----|--|
| 18 | Support for PKCS#11, CAPI, OpenSSL, JCE/JCA and REST API for administration  |
| 19 | Support for Hash Message Digest HMAC, SHA1, SHA2 (512) and SM3   |
| 20 | Support for various cryptographic algorithms: Asymmetric Key RSA (1024-4096 bits), DSA , (ECDSA, ECDH, Ed25519, ECIES) and KCDSA.  |
| 21 | Should support BIP32 algo for Wallet encryption.   |
| 22 | All Keys including private keys must be stored and protected within FIPS 140-2 validated storage of the HSM for entire key life cycle  |
| 23 | On-board key generation, signing inside the HSM  |
| 24 | 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.                                     |
| 25 | Random Number Generation: should be designed to comply with AIS 20/31 to DRG.4 and also compliant to NIST 800-90A , CTR-DRBG   |
| 26 | 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.  |
| 27 | 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).                         |
| 28 | 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                                    |
| 29 | 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. |
| 30 | Synchronization of keys between HSMs on real-time basis.   |
| 31 | Should Support remote administration for maintaining partitions and adding or removing partitions as business required without the need for accessing HSM physically in DC.                      |
| 32 | Signed and tamper-evident event based audit logs and standard mechanisms for viewing logs should be available.   |
| 33 | <b>Physical characteristics.</b>   |
| 34 | Mean Time Between Failure (MTBF) 171,308 hrs   |
| 35 | Standard 1U 19in. rack mount appliance   |
| 36 | Input Voltage: 100-240V, 50-60Hz   |
| 37 | Dual hot-swap power supplies   |
| 38 | Safety & Environmental Compliance<br>> UL, CSA, CE<br>> FCC, CE, VCCI, C-TICK, KC Mark<br>> RoHS2, WEEE  |



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**Annexure 02 - E-Procurement Guidelines**

**Instructions to Bidders for E-Tendering**

**General Instructions**

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda:

[www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB)

The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-tendering (registration / upload / download/ Bid Preparation / Bid Submission) please contact Tenderwizard Help Desk as per following:

**Helpdesk Contact No.: +91-11-49424365**

**email: [eprocarebob@etenderwizard.com](mailto:eprocarebob@etenderwizard.com)**

Primary Contact Number

- Mr. Krunal Mahajan : +91-8800907637

Alternate Contact Numbers

- Mr. Sandeep Gautam : +91-8800496478
- Mr. Kamal Mishra : +91-8800115821

Contact No. for other activities

- Registration Help Desk : +91-11-49424365

(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to [eprocarebob@etenderwizard.com](mailto:eprocarebob@etenderwizard.com))

- e-procurementqueries : +91-11-49424365

(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to [eprocarebob@etenderwizard.com](mailto:eprocarebob@etenderwizard.com))

*Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.*

**Downloading of Tender Document**

The tender document is uploaded / released on Bank of Baroda e-tendering portal link



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as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those tender offers shall be accepted for evaluation for which non-refundable Application Money and Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

### **Preparation & Submission of Bids**

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ONLINE" or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

### **Do's and Don'ts for Bidder**

- ▶ Registration process for new Bidders should be completed within first week of release of tender.
- ▶ The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- ▶ Bidders have to prepare for submission of their bid documents online well in advance as
  - The encrypt/upload process of soft copy of the bid documents large in number to e-procurement portal may take longer time depending upon bidder's infrastructure and connectivity.
  - To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01- week in advance for timely online submission of bid.
- ▶ Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance.
- ▶ Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- ▶ Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- ▶ Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

### **Guidelines to Bidders for Electronic Tendering System**

#### **Pre-requisites to participate in the Tenders**

Registration of bidders on e-procurement portal of Bank of Baroda:

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in

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participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB). The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Vendor Help Manuals available under "Help Manuals/ Latest Circulars/ Formats" on home page of e-procurement portal i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

### **Preparation of Bid & Guidelines for Digital Certificate**

The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same firm is required to authorize) to use the digital certificate as per **Indian Information Technology Act, 2000**.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Bank of Baroda as per **Indian Information Technology Act, 2000**. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

## Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.

- **Operating System Requirement**

Windows 7 & above

- **Browser Requirement (anyone from following)**

Microsoft Internet Explorer (IE) version 11 and above

Mozilla Firefox - Latest version

Google Chrome - Latest version

- **Browser settings**

1. Disable the 'Pop-up Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.
2. Add the e-procurement domain name in the 'Compatibility View' list of your browser. Turn off the 'SmartScreen Filter' in the browser.

- **Supported File Types**

1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
2. Files with .EXE, .PSD extensions are not allowed
3. File size not to exceed 5 MB per attachment
4. All uploaded files should be virus free and error free

- **Minimum System Configuration**

1. CPU speed of 2.0 GHz
2. USB Ports
3. 2 GB of System Memory (RAM)
4. Anti-virus software should be enabled and updated regularly

- **Requirement of utility software**

1. Java Run Time Engine (JRE – 1.8.0) or higher.
2. Microsoft Office 2003 with MS Word and MS Excel
3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

## Steps to participate in the e-Tenders

### 2.4.1 Online viewing of Detailed Notice Inviting Tenders

The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

### 2.4.2 Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must pay application money via Demand Draft/NEFT/RTGS mode & submit the details in the e-procurement portal.

### 2.4.3 Online Submission of Tender

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Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form-based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

#### 2.4.4 Close for Bidding

After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

#### 2.4.5 Online Final Confirmation

After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion.

#### 2.4.6 Short listing of Bidders for Commercial Bidding Process

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email.

#### 2.4.7 Opening of the Commercial Bids

The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank’s e-procurement portal after the completion of opening process.

#### 2.4.8 Tender Schedule (Key Dates)

The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

#### **Important Points:**

The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance.

- The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Vendor Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions etc. on e-procurement portal

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i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB)

**Note: Bank and ITILimited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.**

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**Annexure 3 (Commercial -Bid: Tender for Procurement of Hardware Security Module (HSM)) HW Appliance**

| Sr. No.                 | Particulars  | Qty | Unit Price (in Rs.) | Amount (in Rs.) |
|-------------------------|--|-----|---------------------|-----------------|
| 1                       | Hardware Security Module (HSM) cost (with 3 Years Warranty)  | 2   | 0                   | 0               |
| 2                       | 2 years AMC (AMC for 4 <sup>th</sup> & 5 <sup>th</sup> year) | 2   | 0                   | 0               |
| Total Cost of Ownership |  |     |                     | 0               |

**Note:**

- All the commercial value should be quoted in Indian Rupees.
- For each of the above items provided the bidder is required to provide the cost for every line item where the bidder has considered the cost in BOM.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals.
- Bidder has to mandatorily declare the applicable Goods & Service Tax Percentage (GST %), Goods & Service Tax Amount & HSN / SAC Code in the commercial bid format. The applicable Goods & Service Tax will not be part of Total Cost of Ownership (TCO) calculation
- Bank will deduct applicable TDS, if any, as per the law of the land.
- The bidder 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 bidder would need to provide the same without any charge.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.
- We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.

**Place:**

**Date:**

**Seal & Signature of the bidder**

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**Annexure 4 -Performance Guarantee**

**BANK GUARANTEE**

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Chief Technology Officer  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

WHEREAS M/S ..... (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. .... dated ..... (hereinafter referred to as "PO") for .....

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. .... Dated ..... for ..... (hereinafter referred to as "RFP"), the bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE, ....., a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its Office at ..... and a branch inter alia at..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address) .....through our local office at ..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We ..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ....-(Rupees ..... only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such

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sum or sums not exceeding the sum of Rs...../-(Rupees ..... only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ..... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the bidder or any other forbearance, act or omission on your part or any indulgence by you to the bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. .... /-(Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said ..... (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the bidder.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.



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8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the bidder shall have no claim against us for making such payment.
13. Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of the beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.
14. Notwithstanding anything contained herein:
  - i. The Bank's liability under this guarantee/undertaking shall not exceed Rs. .... (Rupees .....only)
  - ii. This bank guarantee shall be valid upto .....
  - iii. The beneficiary's right as well the bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on or before ..... (being the date of expiry of claim period).
15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

The beneficiaries are advised in their own interest to verify the genuineness of the guarantee with the BG issuing branch

Dated this the ..... day of ....., 20.....

For and on behalf of



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**5<sup>th</sup> December 2020**

Branch Manager  
Seal and Address

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Annexure 5 - Bank Guarantee for early release of retention money

**BANK GUARANTEE**  
(FORMAT OF BANK GUARANTEE)

To

Chief Technology Officer  
Bank of Baroda  
Baroda Corporate Centre  
Baroda Sun Tower  
BandraKurla Complex  
Bandra (E), Mumbai 400 051

Dear Sir,

WHEREAS ..... (Name of Vendor) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at ....., (Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Bank of Baroda (BOB) vide their Purchase Order no. .... dated ..... (hereinafter referred to as "PO") for .....

<details of equipment that supplied to be filled in table>

and it has been agreed that a payment of Rs. ..../- (Rupees ..... only) will be made to the vendor representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnesseth that in consideration of BOB agreeing to release a sum of Rs. ..../- (Rupees ..... only) representing balance 10% of the consideration amount payable to the vendor in terms of, the said agreement, we ..... (Bank) having our head office at ..... and amongst other places, a branch at ..... (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of vendor committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we ..... (bank) shall on demand, pay BOB without any demur Rs. ..../- (Rupees ..... only) and notwithstanding any right the vendor may have against BOB or any disputes raised by the vendor or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and BOB's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between BOB and the vendor, indulgence shown to the vendor by BOB, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the vendor by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by BOB in writing.

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(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of BOB and save as aforesaid it will be in force until the vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, BOB will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the guarantor to BOB of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to BOB in respect of the said contract.

8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of BOB that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. ....../- (Rupees ..... only)

b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) and

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (three months after the date of expiry of the warranty).

d) The guarantor has under its constitution powers to give this guarantee and Shri. .... (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this ..... day of..... 201 at .....

For and on behalf of..... (Bank).

Authorised Signatory ..... in favour of the Bank

Designation .....

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**Annexure - 6**

**Declaration/ undertaking** from bidder regarding applicability of restrictions 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 23<sup>rd</sup> 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)***

**Please note:**

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
4. The *beneficial owner* for the purpose of (iii) above will be as under:
  - I. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - II. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

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- III. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - IV. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - V. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

To

Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm ~~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

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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.]”

2. 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.

3. 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)





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Annexure 7 – Bid Fees (Application Money) Letter

To,

Chief Technology Officer  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Tender for Procurement of Hardware Security Module**

We ..... having our registered office at ..... (herein after called the 'BIDDER') are offering Application Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

**Amount:** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)

**Mode:** Online Transfer

**Payment Type:** RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)

**UTR / Txn ref. No.** \_\_\_\_\_

**Txn Date:** \_\_\_\_\_

**Remitting Bank:** \_\_\_\_\_

**Remitting Bank IFSC Code:** \_\_\_\_\_

**Beneficiary Account:** Bank of Baroda, Bank Account No. 29040400000417

**Beneficiary Bank IFSC Code:** BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the application money doesn't reflect in beneficiary account as per details furnished above.

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

Yours faithfully,

**Authorized Signatory**

**Name:**

**Designation:**

**Bidder's Corporate Name**

**Address**

**Email and Phone #**

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**Annexure 8 –Earnest Money Deposit Letter**

To,

Chief Technology Officer  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Tender for Procurement of Hardware Security Module**

We ..... having our registered office at ..... (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

**Amount:** Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

**Mode:** Online Transfer/Bank Guarantee

**Payment Type:** RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ /Bank Guarantee

**UTR / Txn ref. No.** \_\_\_\_\_

**Txn Date:** \_\_\_\_\_

**Remitting Bank:** \_\_\_\_\_

**Remitting Bank IFSC Code:** \_\_\_\_\_

**Beneficiary Account:** Bank of Baroda, Bank Account No. 29040400000417

**Beneficiary Bank IFSC Code:** BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

**Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document**

We ..... having our registered office at ..... (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

**A/C Name:**

**A/C No.(Company account details):**

**IFSC Code:**

**Bank Name:**

**Bank Address:**

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The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

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

Yours faithfully,

**Authorized Signatory**

**Name:**

**Designation:**

**Bidder's Corporate Name**

**Address**

**Email and Phone #**

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5<sup>th</sup> December 2020

**Annexure 9- Bid Security Form**

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

To

Chief Technology Officer  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

WHEREAS \_\_\_\_\_ (hereinafter called "the Vendor") has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for .....in response to Request for Proposal ( RFP ) No. \_\_\_\_\_ (hereinafter called "the Bid") issued by Bank of Baroda.

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 Bank of Baroda (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Vendor withdraws its Bid during the period of bid validity specified by the Vendor on the Bid Form; or
2. If the Vendor, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
  - a) fails or refuses to execute the mutually agreed Contract Form if required; or
  - b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due 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 90 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to \_\_\_\_\_ ( Insert Guarantee End Date ) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

Place :

SEAL

Code No.

SIGNATURE.

NOTE:

1. VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG

STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI