



Central Bank of India
Tender No CO:DIT:PUR:2017-18:249

**Request for Proposal for Supply, Commissioning,
Installation, Testing, Configuration And Maintenance**

**of
Host Security Module (HSM) for**

**MicroATMs of Business Correspondents and digital signing of Auth XML & decryption of E-KYC data,
signing of statement of accounts of**

Central Bank of India and its sponsored Regional Rural Banks

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1. Invitation for Tender Offer

Central Bank of India invites sealed tender offers (technical offer and commercial offer separately) from the eligible vendors for implementation of **“Supply, Commissioning, Installation, Testing, Configuration And Maintenance of Hardware Security Module (HSM) for MicroATMs”**. The Tender document can be downloaded from Bank’s website / [sent through e-mail to the limited bidders](#). Bid related details are given below:

Tender Reference	CO:DIT:PUR:2017-18:249
Fees for RFP Document (non-refundable) by DD/Banker Cheque only	Rs.5,000/- (Rs. Five Thousand only)
Earnest Money Deposit by Banker Cheque /DD/ Bank guarantee	Rs.1,00,000/- (Rs. One Lakhs only)
Availability of RFP document for downloading from the Bank’s website	www.centralbankofindia.co.in
Last date for receipt of queries	29-08-2017 17.00hrs
Date, Time and Venue of Pre-bid meeting *	31-08-2017 15.00hrs Central Bank of India, Dept of Information Technology, 4 th Floor, Plot No.26, Sector 11, CBD Belapur, Navi Mumbai-400 614
Last Date, Time and Place for receipts of tender offers	19-09-2017 15.00 hrs at above mentioned address
Date, Time and Technical Bid Opening	19-09-2017 15.30 Hrs at above mentioned address
Address for Communication	Dy. General Manager - DIT, Central Bank of India, Dept of Information Technology, Plot No.26, Sector 11, CBD Belapur, Navi Mumbai – 400 614
Contact Name and Telephone Numbers	Asstt General Manager-IT, 022-67123556 Chief Manager-IT FI, 022-67123534 Chief Manager-IT RRB, 022-67123573 Senior Manager-IT (Purchase), 022-67123669
Email Id:	agmitrc@centralbank.co.in cmitrrbfi@centralbank.co.in cmitrrb@centralbank.co.in smitpurchase@centralbank.co.in

Website:	www.centralbankofindia.co.in
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*It is essential that all clarifications / queries / suggestions be submitted to Central Bank of India at the above address at least three working days before the date of the Pre-bid meeting. Vendors, who furnish the Tender Fees of RFP Document before pre-bid meeting, will be eligible to participate in the pre-bid meeting.

Fees for RFP document Rs.5,000/- to be paid in the form of Demand Draft issued by a Scheduled Commercial Bank in favor of "Central Bank of India" payable at Mumbai and the DD should be submitted prior to the pre bid meeting.

Bank reserves the right to make changes in the RFP document with respect to clauses, dates and timelines mentioned in this RFP which will be communicated by placing the same as corrigendum on Bank's web-site.

If any vendor chooses not to attend the pre-bid meeting, their queries if any may not be entertained by the Bank. However, they will be allowed to participate in the RFP process and the said fee for RFP document can be submitted along with the "Technical Offer" on or before the prescribed last date of submission of the tender offers.

Earnest Money Deposit of Rs.1,00,000/- (Rs. One lakh only) must accompany all tender offers (as specified in this tender document). EMD should be submitted along with the "Technical Offer". Only one bid per bidder is permitted.

Tender offers (Technical) will be opened, in the presence of the tenderer's representatives who choose to attend the opening of tender. No separate communication will be sent in this regard.

Dy. General Manager-DIT
Central Bank of India

2. INTRODUCTION

Central Bank of India is one of the leading nationalized Banks of the country and has a national presence through a widespread network of more than 4800 branches and offices spread across the length and breadth of the country. All the bank branches are under Centralized banking Solution. It also has a wide network of more than 5200 ATM(s) spread across the country. Bank has completed 105 years of its service to the Nation and its millions of satisfied customers with technology oriented bouquet of user friendly services and in the field of IT we are known for providing new innovative and customer friendly services.

The Bank also has specialized branches for catering to the specific needs of Retail customers, Industrial units, corporate clients, Forex dealers, Exporters and Importers, Small Scale Industries and Agricultural sector. The Bank has sponsorship in 3 Regional Rural Banks (RRB).

Bank has implemented Core banking Solution B@ns24 in all its 4800 plus branches, where the solution has been procured from Tata Consultancy Services Limited. In addition to this, various other systems/platforms are available for applications like Payment Systems, Treasury Operations, SDR, Financial Inclusion, HRMS etc.

Central Bank of India, hereinafter referred to as the Bank, is in process of procuring a solution for Supply, Commissioning, Installation, Testing, Configuration And Maintenance of Host Security Module (HSM) for Micro ATMs of Business Correspondents **and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts** of Central Bank of India and its sponsored Regional Rural Banks . In order to facilitate the Business Correspondents of the Bank and its Sponsored Regional Rural Banks, to perform Card based transactions at their respective Point of Transaction device **and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts** .

Accordingly eligible vendors are invited to provide their solution by participating in the RFP process. The solution is expected to be complete with Software, Hardware and Service. **Bank will not procure any other hardware for this solution.**

3. Eligibility Criteria:

Only those Bidders who fulfill the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfill all or any of the following eligibility criteria are liable to be rejected.

S.No	Pre-Qualification Criteria	Compliance (Yes/No)	Detail of proof Attached
	The company should be registered with Registrar of companies/firms in India.		
	The bidder should be either Original Equipment Manufacturer (OEM) of Branded HSM or one of their authorized representatives in India. In case of authorized representative, a letter of authorization to this effect from OEM must be furnished. The authorization letter should mention that if authorized representative fails to meet the obligation for items supplied and / or to be supplied under this tender, then OEM would be responsible for all obligations for their items.		
	The bidder should have supplied HSM during the last 2 year (financial year 2015-16 & 2016-17) to banks/ Financial Institutes/		
	The minimum turnover of the bidder should be Rs.5 Crore in the last 2 accounting year .		
	No Bidder should have a Non-Performing Account (NPA) with any bank. Bidder to submit an undertaking in this regard.		
	Bidders to quote for HSM of only one OEM.		
	Bidders, who have not satisfactorily completed any of the earlier contracts with the Bank and/or who have been debarred by the Bank from participating in future tenders, will not be eligible for this tender. Bidder to submit an undertaking in this regard.		
	The bidder should be engaged in supplying and providing maintenance services for HSM in India for at least 2 years.		

	The bidder/OEM should be having/ establish support offices/ Support Centers/ Support Locations with necessary support infrastructure for maintenance of HSM at bank's Head Office, Mumbai and also at our Hyderabad office. Service Centre details with Postal Address, Contact Person and Phone/Mobile Numbers		
	The Bidder should not have been Blacklisted/Barred/Disqualified by any regulator/statutory body in India		
	Proposed First type of HSM should adhere strictly to PCI HSM guidelines so that the entire proposed process flow/ operations of the Micro-ATM set up in live environment adheres to PCI DSS standards. Proposed Second type of HSM should be FIPS 140-2		

- Bank may visit any earlier installation by the Bidder for a field deployment evaluation if required. The expenses for such visit by bank officials have to be borne by bidder.
- Only one bid per bidder is permitted.

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail to rejection of the offer summarily. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made in the same sequence.** Central Bank of India reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of Central Bank of India in this regard shall be final, conclusive and binding upon the bidder.

4. Broad Scope of Work

To provide complete solution for Supply, Commissioning, Installation, Testing, Configuration, Integration and Maintenance of Host Security Module (HSM) for MicroATMs, the Bidder should supply, install, test, commission and provide maintenance of "Host Security Module (HSM) for MicroATMs of Business Correspondents and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts of Central Bank of India and its sponsored Regional Rural Banks" with three year warranty & two years support for Central Bank of India and its three RRBs at the location mentioned below as per the following technical specifications.

**Central Bank of India,
Dept of Information Technology,
Plot No.26, Sector 11,
CBD Belapur, Navi Mumbai – 400 614.**

&

Central Bank of India,
Central Bank building,
2nd floor, Mahapathram road,
Bank Street,Koti,
Hyderabad
Pin – 500095

- I. As per PCI DSS Standards, HSM is required for managing hardware devices at Bank's Business Correspondent locations to enable Debit card Transactions. Bank shall provide access to their HSM for Key Management. Master HSM would be available to inject unique keys in PINPAD device at the secured location at bank premises.
- II. HSM is required for driving Micro ATMs through Financial Inclusion Gateway. The HSM (Hardware Security Module) should be compatible with our FI gateway solution developed by [M/s Integra](#).
- III. The main purpose of HSM will be key generation. Injection of unique key in HSM/PINPAD is a one-time activity. If deployed HSM is faulty/ malfunctions, it would be the responsibility of the vendor to get it repaired or replaced at the earliest (Max. within 7 days), thereafter HSM/PINPAD needs to reach the Bank secured area to reject the existing unique keys or inject new keys.
- IV. Bidders may be called to perform demonstration of solution at Technical evaluation stage.
- V. The scope of work shall broadly cover end to end supply, installation and implementation of the HSMs solution at both DC & DR sites of the Bank.
- VI. The identified vendor has to provide warranty support for the HSMs for 3 years from the date of Installation and post warranty AMC support for next 24 months
- VII. The details of scope are given in the Technical Specifications-Annexure-II.
- VIII. HSM for **and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts should be FIPS 140-2 compliant and full fill above mentioned clauses.**

Under annexure-II bidder has to mark items as available (yes) or customizable (c) not available (no). The items marked as available should be ready and implemented in the solution proposed similarly the items marked as customizable will require separate customization at the bidder end which should be delivered within the project implementation time. The final technical evaluation shall be made as per the technical evaluation criteria section of the RFP document. The bidder shall be required to demonstrate the items at time of technical evaluation.

5. Terms and Conditions

Central Bank of India invites the Vendor's attention to the following terms and conditions which underline this RFP and which provide a statement of understanding between the interested parties.

5.1 SUBMISSION OF OFFER –TWO BID SYSTEM

Separate sealed envelopes containing Technical Proposal (Technical Bid) , Commercial Proposal (Commercial Bid) and EMD & document cost should be submitted. All envelopes should be enclosed in **sealed envelope**. These envelopes should be clearly super scribed as **“Technical Bid – Request for Proposal for Supply, Commissioning, Installation, Testing, Configuration And Maintenance of Host Security Module (HSM) for MicroATMs of Business Correspondents of Central Bank of India and its sponsored Regional Rural Banks”**

and

“Commercial Bid – Request for Proposal for Supply, Commissioning, Installation, Testing, Configuration And Maintenance of Host Security Module (HSM) for MicroATMs of Business Correspondents of Central Bank of India and its sponsored Regional Rural Banks”

And EMD and document cost (if not participated in pre bid) respectively and should be addressed to and submitted at : -

**Deputy General Manager - DIT,
Central Bank of India,
3rd Floor, Dept. of Information Technology,
Plot No.26, Sector 11,
CBD Belapur, Navi Mumbai – 400 614.**

Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

All envelopes must be super-scribed with the following information:

- ❖ Name of Bidder
- ❖ Phone/fax numbers
- ❖ e-mail address
- ❖ Offer Reference
- ❖ Type of Offer (Technical or Commercial)

On the Outer cover the following details are also to be mentioned in addition to the above.

5.2 ENVELOPE-I (Technical Offer): (1 Copy)

The Technical Offer should be completed in all respects and contain all information asked for in the exact format of technical specifications given in the RFP, **except prices**. The Technical Offer must not contain any price information. BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

A soft copy of the technical bid should be provided on a CD.

5.3 ENVELOPE-II (Commercial Offer): (1 Copy)

The Commercial Offer should contain all relevant price information and should not contradict the Technical Offer in any manner.

ENVELOPE-III (EMD & document cost): (1 Copy)

All three sealed envelopes should be kept in one large envelope and same should be sealed and superscribed with the tender reference before submitting the same.

Note:

- ❖ If the outer cover/envelop is not sealed & super scribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- ❖ If any inner cover/envelop of a bid is found to contain all technical , commercial and EMD bids then that bid will be rejected summarily.
- ❖ If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.

5.4 ERASURES OR ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

5.5 LANGUAGE OF BID

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

5.6 EVALUATION AND COMPARISON OF BIDS

The Bank will open the technical bids, in the presence of the Bidder's representative(s) (maximum two representatives per bidder) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in page-3. The bidder's representatives who are present shall sign the register evidencing their presence / attendance.

5.7 FORMAT FOR TECHNICAL OFFER/TECHNICAL BID

The Technical offer/Technical bid must be made in an organized and structured manner in the following

form:

- I. Index
- II. Covering letter (Annexure – I)
- III. Eligibility criteria and its supporting documents.
- IV. Technical Offer/Technical bid with Specifications (Annexure –II)
- V. An undertaking to deliver customisation items to bank within the stipulated time period is to be provided by the vendor.
- VI. General Details of the bidder (Annexure –III)
- VII. Commercial Bid (Annexure – IV) {without prices}
- VIII. Performance Bank Guarantee (Annexure – V)
- IX. List of document to be submitted (Annexure – VI)
- X. MOF (Annexure –VII)
- XI. Letter for Authorized representative.
- XII. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
- XIII. Valid Demand Draft /Banker's cheque/ Bank Guarantee as EMD.
- XIV. Valid Demand Draft / Banker's cheque as Bid price, if not submitted at the time of Pre-bid meeting.
- XV. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as asked in the RFP.
- XVI. Integrity pact (Annexure-VIII) – On Rs 500/- stamp paper
- XVII. Bidder has to provide Undertaking in writing for assurance from application providers / OEMs that application is free from embedded malicious / fraudulent code

All Claims made by the bidder will have to be backed by documentary evidence.

5.8 FORMAT FOR COMMERCIAL OFFER

The commercial offer should be quoted in Indian Rupees as per the format given in annexure–IV.

Note: The Bank will pay the tax/GST ruling at the time of actual delivery of material / Service and the resultant billing.

5.9. SIGNING OF THE BID

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a corporate body, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

5.10. COSTS OF PREPARATION & SUBMISSION OF BID

The bidder shall bear all costs for the preparation and submission of the bid. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

5.11. CONFLICT OF INTEREST

The selected bidder shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

5.12 OWNERSHIP AND RETENTION OF DOCUMENTS

- BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by BANK, the selected bidder shall deliver to BANK all documents provided by or originating from BANK and all documents produced by or from or for the selected bidder in the course of performing the Service(s), unless otherwise directed in writing by BANK at no additional cost.
- The selected bidder shall not, without the prior written consent of BANK store, copy, distribute or retain any such Documents.

5.13 Date of Submission

The proposal should reach the Bank on or before the date and time mentioned in the section 1: Invitation for Tender Offer. The proposals received later than the above scheduled date and time will not be accepted. The e-mail address and phone/fax numbers of the vendor should also be indicated on the sealed cover. The details in both the Bids should be exactly as stipulated and otherwise the offer is liable to be rejected.

5.14 Liabilities of Bank

This RFP is not an offer by the Bank, but an invitation for Vendor responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Vendor(s).

5.15 Proposal Process Management

The Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Vendors, or to cancel the process in part or whole. No Vendor is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes. Bank has every right to award the contract even if only two bids are eligible after technical evaluation.

5.16 Date of Bid Expiration

Proposals must be valid for a minimum of 180 days from the date of technical bid submission. Responses must clearly state the validity of the bid and its explicit expiration date.

5.17 Bidder Indication of Authorization to Bid

Responses submitted by a Vendor to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Vendor's response. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Vendor must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

6. RFP Ownership

The RFP and all supporting documentation/templates are the sole property of Central Bank of India and should NOT be redistributed, either in full or in part thereof, without the prior written consent of the Bank. Violation of this would be a breach of trust and may, inter alia cause the Vendor to be irrevocably disqualified. The aforementioned material must be returned to Bank when submitting the Vendor proposal, or upon request. In case the Vendor is not interested in responding to the RFP, the RFP documents and any appendices (which are collected directly from Bank, other than through website) must be returned to the Bank immediately.

6.1 Proposal Ownership

The proposal and all supporting documentation submitted by the Vendor shall become the property of Central Bank of India.

6.2 Bid Pricing Information

By submitting a signed bid, the Vendor certifies that:

“The Vendor has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Vendor to induce any other bidder to submit or not to submit a bid for restricting competition has occurred”

6.3 Bidder Status

Each Vendor must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Central Bank of India.

6.4 Confidentiality

This document contains information confidential and proprietary to Central Bank of India. Additionally, the Vendor will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Vendor, pre-mature termination of the contract, or legal action against the Vendor for breach of trust. No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from the Bank. Reproduction of this RFP, without prior written consent of Bank, by photographic, electronic, or other means is strictly prohibited.

6.5 Bid Security

The Vendor is required to submit an interest free deposit towards bid security amount (EMD) by way of a Demand Draft / Banker's Cheque issued by a Scheduled Commercial bank, in favor of "**CENTRAL BANK OF INDIA**" as a part of the proposal.

"Please do not enclose the EMD in Commercial Offer."

The said bid security amount (EMD) will be forfeited, if the vendor withdraws his proposal during the period of the proposal validity; or if the vendor, having been notified of the acceptance of its proposal by the purchaser during the period of validity of the proposal fails or refuses to execute the contract in accordance with the RFP.

The Demand Draft towards bid security amount (EMD) of the unsuccessful vendor(s) will be returned after completion of tendering process. However the EMD of successful vendor will be returned after submission of Performance Bank Guarantee (PBG) as mentioned as per Annexure-V.

6.6 Disclaimer

The Bank and/or its officers, employees, directors, advisers disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice.

6.7 Right to Reject

Central Bank of India reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons thereof.

Bank reserves the right, to waive or modify any formalities, irregularities, or inconsistencies in the bid, which does not prejudice or affect the relative ranking of any bidder, which shall be binding on all bidders.

6.8 Other General Conditions:

- All responses received after the due date/time would be considered late and would not be accepted.
- All responses by the vendors to this RFP document shall be binding on such vendors for a period of 180 days after the submission of the bids.
- Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the bank.

- Bank reserves the absolute right to reject the offer if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter
- Any technical or commercial bid, submitted cannot be withdrawn/modified after the last date for submission of the bids
- Each offer should specify only a single solution which is cost- effective and meet the tender specifications and should not include any alternatives.
- The bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting or arranging Product Walk through and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- The vendor shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, ask some or all bidders for clarification of their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the vendor shall act expeditiously to extinguish such claims. If the vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the vendor of such claims, if it is made, without delay by fax/e-mail/registered post.
- During the process if only one vendor qualify, Bank will have every right to go ahead with single bidder and complete the implementation process.
- The bidder should also take adequate care to avoid quoting hardware / software that will become end of sale within 24 months of supply to the bank and end of support / end of life during the period of contract.

6.9. Bidding cost and other terms:-

Bidding cost should include entire cost of software/database/Hardware/Network equipment/ licenses / other allied components etc. and all interfaces with Bank's CBS, Switch etc. and installation and implementation cost.

6.10 LIQUIDATED DAMAGES:-

The performance of the vendor shall be judged on the time taken for the implementation of the project and completion of all the functionalities. If the vendor fails to deliver or comply with Bank's requirement within stipulated time schedule from the date of acceptance of Purchase Order, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, or even may recover money from the Bank Guarantee submitted.

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by BANK to the bidder. Liquidated damages will be calculated on per week basis.

6.11 ACCEPTANCE OF ORDER:-

Bank has right to cancel the order if the same is not accepted by the bidder within a period of 7 days from the date of receipt purchase order, otherwise it will be considered as accepted. However, Bank has the right to cancel the order, if the same is not accepted within 7 days from the date of receipt of the order and bank may issue a purchase order to subsequent Bidder

6.12 TAXES:-

The prices are exclusive of all Taxes. Tax/GST/Octroi/entry tax will be paid by vendor and the same will be reimbursed by Bank on production of actual receipt(s).

6.13 ACCEPTANCE TEST:-

Bank will carry out an Acceptance test on proposed Solution. Bidder has to arrange a team of engineers at the site on stipulated date and time mentioned by the Bank to assist in the acceptance test. A dedicated team of engineers must be made available at one central location till successful running of projects. After successful roll out, a team of support personnel is to be made available along with their numbers to resolve the day-to-day production issues and other issues related to the offered solution. The response time should be within two hours and support person should reach Bank in time otherwise applicable penalty will be charged.

7. PLACING THE ORDER AND PAYMENT BY CONCERNED OFFICES:-

Orders for solution shall be placed by the Central Office of the Bank. The vendor shall give acceptance within 7 days from the date of receipt of the purchase order. If the acceptance is not received within 7 days then it will be presumed as accepted. The implementation period is counted accordingly.

However, Bank has right to cancel the order, if the same is not accepted within 7 days from the date of receipt of the order. All payments for the solution will be paid by Central office, Central Bank of India, Mumbai as per the terms and conditions.

(Authorized person should duly sign the documents on behalf of Bidder)

8. PERFORMANCE BANK GUARANTEE:-

The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 7 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the project implementation cost. The Performance Guarantee should be valid for the entire contract period of 60 months. The Performance Guarantee shall contain a claim period of additional three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance bank guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to selected bidder's negligence in carrying out the project implementation as per the agreed terms & conditions

9. INSURANCE:-

Vendor will get an Insurance cover on his own cost for all risks for the entire Hardware/Software/Data/other allied components if any installed for the solution for the the period upto installation and acceptance. Vendor has to submit a copy of the bills, insurance cover as proof that he has insured all the Hardware / software/Data and other related items which are directly or indirectly part of the [HSM implementation](#).

10. WARRANTY:-

Comprehensive on-site warranty for Host Security Module (HSM) hardware solution for MicroATMs of Business Correspondents **and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts** of Central Bank of India and its sponsored Regional Rural Banks is of **36 months** from the date of successful installation and acceptance by the bank. The equipment includes hardware and software as per orders and all parts thereof shall be free from the defects in material and workmanship under normal use of services on peak loads, for a period of thirty six (36) months commencing from the date of successful installation. The vendor shall replace / repair defective / damaged parts, free of cost including printer heads during the warranty period. The uptime guarantees as enumerated in this RFP document shall be ensured by the vendor. In view of the criticality of the application, the equipment shall be kept in efficient running condition at all the time and preventive maintenance by the vendor on at least quarterly basis will be must. Vendor has to make all necessary arrangement for immediate replacement of defective parts etc. The bank shall be responsible for ensuring the proper environment, use, management and supervision of the equipment, operating methods and office procedure for establishing the necessary controls over access to work station and for the intended use of equipment and the security of the data stored therein. As the TCO will be for 5 year, the solution is under AMC for 4th and 5th year.

11. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail at the address mentioned. Further, at least 3 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website www.centralbankofindia.co.in

12. Evaluation Criteria

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution that appropriately meets the business requirements of the bank. The bid would be first evaluated on technical soundness and then on the financials. The system Integrator needs to cover the entire functional requirement as given in RFP as per Annexure II.

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of professional competence and the price quoted.

Arithmetical errors will be rectified on the following basis - If there is a discrepancy between words and figures, the amount in words will prevail. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid Security may be forfeited.

13 Assessment Methodologies

A. Technical Assessment

Please refer Annexure-II where several items are mentioned which needs to be provided by the Bidder. In order to technically qualify the Bidder must have at least 70% of the items readily available. So out of all the items mentioned in Annexure-II the Bidder's solution should have a minimum of 70% of total items readily available. Other mandatory items, if not readily available, must be customized and provided within the given time schedule, without any additional cost. The bidder should provide the relevant documents acceptable to the technical evaluation committee at the time of the evaluation. The Bidder may be asked to demonstrate the item mentioned as available under the "response by Bidder" column.

Only those bidders who qualify for technical evaluation shall be considered for commercial evaluation.

B. Commercial Assessment (L1)

Bidder scoring the lowest TCO as per Annexure-IV will be declared as L1.

If L1 bidder is unable to accept / provide the solution in stipulated time period, contract will be awarded to L2 bidder subject to the condition L2 matches the price / terms and condition of L1 bidder.

Entire solution for first type of HSM is to be implemented / delivered within 60 days from the date of acceptance of purchase order. Entire solution for second type of HSM is to be implemented / delivered before 30.09.2017.

Once the technical bids received have been evaluated, the bank would short-list the Bidders, who qualify for further evaluation. The bank may request further clarifications, presentations etc.

14. Award Criteria

The Bank will award the Contract to the successful Bidder who has been determined as qualified to perform the Contract satisfactorily, and whose Bid has been found technically eligible, and quoted the least price among technically eligible bidders is the **L1 bidder**.

15. TECHNICAL EVALUATION

- a) The proposals will be evaluated in three stages. In the first stage the Eligibility criteria will be verified as per point no "3. Eligibility Criteria". There will be no scoring involved in the eligibility evaluation.
- b) In the second stage Technical evaluation shall be carried out by the Bank's team for only those bidders who are found eligible as per the mentioned eligibility criteria.
- c) In the third stage Commercial evaluation is carried out for technically eligible bidders only.
- c) During the period of evaluation, bidders may be asked to provide more details and explanations

about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/fax/e-mail seeking explanation.

- d) Bank reserves the right to modify /amend the evaluation process at any time during the bid process, without assigning any reason, whatsoever and without any requirement of intimating the bidders of any such change.
- e) The Bidder will have to demonstrate the availability of the feature to the Bank during any stage of evaluation whenever required by the Bank.

16. COMMERCIAL EVALUATION

Commercial Bids of bidders, who meet all terms and conditions of this RFP/tender and secure Qualifying points in technical evaluation, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail. Detailed Criteria for evaluation of Commercial Bid is furnished in Annexure-IV.

After opening of price bids the bidder quoting the lowest TCO will be declared as L1.

17. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers/bids, BANK may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of BANK in this regard shall be final, conclusive and binding on the bidder/tendered.

18. CONTRACT PERIOD

The contract period for providing Solution Banking solution will be for a period of Five Years from the date of Agreement. The selected bidder needs to execute a **Service Level Agreement (SLA)** with the BANK covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed for Host Security Module (HSM) hardware solution for MicroATMs of Business Correspondents **and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts** of Central Bank of India and its sponsored Regional Rural Banks. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving two months' notice without assigning any reasons thereof. Any offer falling short of the contract validity period (Five Years from the date of Agreement) is liable for rejection. The contract period may be extended by another two years at the sole discretion of the Bank and satisfactory performance of the solution.

The Bidder needs to comply with the cyber security norms along with ISO / ISMS policies implemented by the Bank.

19. SCHEDULE OF IMPLEMENTATION

Entire solution for first type of HSM is to be implemented / delivered within 60 days from the date of acceptance of purchase order. Entire solution for second type of HSM is to be implemented / delivered

before 30.09.2017. The implementation shall comprise of hardware procurement & installation, software & application installation, system configuration, customization, pilot implementation, integration with the Bank CBS / any other application, UAT and system roll out, training etc. The bidder will be required to share the interface developed by them for the implementation of the Host Security Module (HSM) hardware solution for MicroATMs of Business Correspondents **and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts** of Central Bank of India and its sponsored Regional Rural Banks with the Bank and Bank will be in a full liberty to use the above interface for any requirement, present or future. Bidder has to provide all the reports as per formats required by Bank.

20. ACCEPTANCE TESTS

The selected bidder in presence of the Bank authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the solution offered. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

21. AUDIT BY THIRD PARTY

Bank at its discretion may appoint third party for auditing the activities of onsite/offsite services and operations of entire services provided to the Bank.

22. UPTIME

22.1 The bidder shall guarantee an uptime of 99.5%, which shall be calculated on quarterly basis. The Uptime is equal to total contracted hours in a quarter less the Downtime. The Downtime is the time between the time of report by the Bank and time of restoration of service within the contracted hours.

Restoration is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. For SLA purpose a quarter will be treated as 90 days. If the uptime is below 99.5%, the Bank shall have right to penalize the vendor contract under this RFP.

22.2 The Bidders shall be required to provide all the required support by arranging their staff / Authorised representative at the location of deployment (CBD Belapur / Hyderabad). The support required shall relate to Hardware / Software / Mock Drill / DR Drill / Disaster situations to ensure the application runs. The support will include the Data Base support as well even if the license of DB has been provided by the Bank under EULA arrangement. The vendor shall also provide the support by deploying their staff for any issue resolution / report generation / Software or Hardware up gradation. The support should be provided / available timely on all days 24 * 7 throughout the year. If the support is not made available at the required time the Bank shall have right to penalize the vendor contract under this RFP. The penalty applicable for non-availability of support is explained under section 26.7 which shall be recovered from the vendor.

23. PAYMENT TERMS

Terms of Payment will be as under:

23.1 No advance payment will be made.

23.2 The payment shall be released after deployment of the project in the following manner:

On successful Installation: 70% of eligible order value

On Implementation / Acceptance & Signoff (After go live): 20% of eligible order value

On expiry of **Contract period: After Contract period** or against PBG 10% of eligible order value

23.3 AMC

The annual amount to be paid towards AMC **yearly** at the end of each year. The first year would begin from the 1st of the next month of the date of completion of the warranty period.

23.4 Items D and E of Annexure-IV

Shall be payable on quarterly basis after the expiry of the period.

24. ORDER CANCELLATION (TERMINATION)

BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the BANK under the following circumstances:-

24.1 The selected bidder commits a breach of any of the terms and conditions of the bid.

24.2 The bidder goes into liquidation, voluntarily or otherwise.

24.3 If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.

24.4 If deductions on account of liquidated damages exceeds more than 10% of the total contract price.

24.5 After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, BANK reserves the right to get the balance contract executed by another party of its choice or L2 Vendor by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

24.6 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 the bank guarantee under this contract.

25. CONSEQUENCES OF TERMINATION

25.1 In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that

termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

25.2 In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by BANK, the selected bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as BANK may specify including training, where the successor(s) is a representative/personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

- a) Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.
- b) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

26. PENALTY

26.1 The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

26.2 If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

26.3 Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.

26.4 The Bank shall implement all penalty clauses after giving due notice to the bidder.

26.5 If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance. SLA violation will attract penalties. For delay in delivery, penalty is mentioned in liquidated damage clause.

If the bidder fails to maintain guaranteed uptime of 99.5% on quarterly basis then Bank may impose penalty as per the table below.

Quarterly Uptime	Amount of Penalty
>=99.5% to 100%	No penalty would be deducted
>=98% to <99.5%	5% of AMC amount payable for the quarter
>=97% to <98%	10% of AMC amount payable for the quarter
>=96% to <97%	20% of AMC amount payable for the quarter
<95%	40% of AMC amount payable for the quarter

The penalty calculation's Basis shall be the AMC under the Annexure-IV (commercial Bid) applicable during the warranty period also. If the AMC amount is quoted as zero then the basis shall be 10% of the TCO per year. For purpose of factoring the quarter 1/4th of the yearly cost shall be considered.

26.6 Project Completion Time

Entire solution for first type of HSM is to be implemented / delivered within 60 days from the date of acceptance of purchase order. Entire solution for second type of HSM is to be implemented / delivered before 30.09.2017. Delay beyond the stipulated time lines attributable to the vendor shall be penalized. Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by BANK to the bidder. Liquidated damages will be calculated on per week basis.

26.7 Delay in providing Support

The entire solution needs to be supported by the vendor for the entire period of contract i.e 5 years. The support should be made available at the Bank at the location of deployment of the solution whenever demanded within maximum 2 Hrs in person. The telephonic support should be made available instantaneously. The penalty shall be as per the following format:

Support person available from the time of reporting by Bank	Amount of Penalty
Within 2 Hrs	No penalty would be deducted
2-3 Hrs	Rs. 500.00
3-4 Hrs	Rs. 1,500.00
4-5 Hrs	Rs. 5,000.00
Every subsequent Hour till 8 Hrs	Rs. 10,000.00

27. DISPUTE RESOLUTION MECHANISM

The Bank and the selected Bidder will have to make every effort to resolve amicably by direct informal negotiation between the respective Project managers of the Bank and the selected Bidder, any disagreement or dispute arising between them under or in connection with the Contract.

If, the Bank's Project Manager and the Bidder's Project Manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they will have to immediately escalate the dispute to the senior authorized personnel designated by the Bidder and the Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the selected Bidder and the Bank, the Bank and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to

arbitration by a Sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The cost and expenses of arbitration proceedings will be paid as determined by The Arbitral Tribunal. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission or by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on:

- i. The business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or
- ii. The expiry of five days after posting if sent by registered post with AD. or
- iii. The business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

28. JURISDICTION

The jurisdiction of the courts shall be Mumbai only.

29. NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

30. AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with BANK, raise

invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by BANK.

31. CANCELLATION OF TENDER PROCESS

Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders.

32. PUBLICITY

Any publicity by the bidder in which the name of the BANK is to be used should be done only with the explicit written permission of the BANK. The bidder shall not make or allow making a public announcement or media release about any aspect of the contract unless the BANK first gives the bidder its prior written consent.

33. FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or BANK as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- c. Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

34. CONFIDENTIALITY

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of BANK and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and

- To treat all Information as Confidential Information.

35. NON-TRANSFERABLE OFFER

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

36. PERIOD OF VALIDITY OF BID

Bids shall remain valid for 180 (One Hundred eighty) days after the date of bid opening prescribed by the BANK. The BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, the BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

37. PRELIMINARY SCRUTINY

BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and BANK reserves the right for such waivers.

38. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID

BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid. BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

- The selected bidder shall preserve all documents provided by or originating from BANK and all documents produced by or from or for the bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of BANK in this regard.

Annexure – I

(Tender offer forwarding letter / Bidder's letter addressing to Bank)

Tender Reference No.: _____

Date: _____

Deputy General Manager-DIT
Central Bank of India
Dept. of Information Technology
Plot No 26, Sector 11,
CBD Belapur, Navi Mumbai - 400614.

Dear Sir/Madam,

Sub: RFP for “Host Security Module (HSM) hardware solution for MicroATMs of Business Correspondents and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts of Central Bank of India and its sponsored Regional Rural Banks”

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for **“Host Security Module (HSM) hardware solution for MicroATMs of Business Correspondents and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts of Central Bank of India and its sponsored Regional Rural Banks”** as mentioned in the RFP document forming Technical as well as Commercial Bids being part of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake to commence Solution Banking Solution and as per your purchase orders.

In the event of our selection by the Bank for undertaking Solution Banking Solution, we will submit a Performance Bank Guarantee for a sum equivalent to 10% of the project cost for the entire contract period effective from the month of execution of Service Level Agreement in favour of the BANK.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of opening of the bid and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following Demand Drafts:

1. DD/Banker's Cheque No. xxxxxx dated xxxxxx for Rs. 5,000/- (Rupees Five Thousand only) as Cost of RFP Document &
2. DD/Pay order No./Bank Guarantee xxxxxx dated xxxxxx for Rs. 1,00,000/- (Rupees Two lakhs only) as EMD .

Dated this ____ day of _____ 2017

Signature: _____

(In the Capacity of) _____

Duly authorized to sign the tender offer for and on behalf of

Annexure-II

(Integration & implementation of HSM Solution)

S.No	Scope of Work	Response by Bidder (Available/ Not available)	Assessment by bank team (Y/N)
1	As per PCI DSS Standards, First type of HSM (3 Number) is required for managing hardware devices at Bank's Business Correspondent locations to enable Debit card Transactions. Bank shall provide access to their HSM for Key Management. Master HSM would be available to inject unique keys in PINPAD device at the secured location at bank premises. Second type of HSM (3 number) is required for digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts as per UIDAI guidelines dated 22.06.2017.		
2	First type of HSM is required for driving Micro ATMs through Financial Inclusion Gateway. Second type of HSM is required for digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts. The HSM (Hardware Security Module) should be compatible with our FI gateway solution developed by M/s Integra		
3	The main purpose of first type of HSM will be key generation. Injection of unique key in HSM/PINPAD is a one-time activity. Second type of HSM is required for digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts. If deployed HSM is faulty/ malfunctions, it would be the responsibility of the vendor to get it repaired or replaced at the earliest (Max. within 7 days), thereafter HSM/PINPAD needs to reach the Bank secured area to reject the existing unique keys or inject new keys.		
4.	The identified vendor has to provide warranty support for the HSMs for 3 years from the date of Installation and post warranty AMC support for next 2 years.		
5.	The scope of work shall broadly cover end to end supply, installation implementation and maintenance of the HSMs solution at both DC & DR sites of the Bank which includes UAT environment at DC also.		

Technical Specification for First type HSM	Bidder's Compliance (Yes/No)
Make , Model & General Aspects	
The proposed HSM should have dual connectivity support.	
The proposed HSM should have latest PCI certification Viz PCI-HSM 2.0 Certified.	
The proposed HSM must be FIPS140-2 Level 3 Certified.	
The proposed HSM should support SHA-256 RSA 2048 Format, SHA-1, SHA-2	
Capable of translating up to 1500 PIN triple DES Pin block Per second and minimum of 200 PIN triple DES Pin block Per second	
It should support multi-threading so as maximum performance can be achieved.	
The proposed HSM should be integrated with our FI application vendor - M/s Integra Micro System Pvt Limited and Letter should be provided from them as per technical compliance.	
It should support following Crypto Graphic Standard: DES and Triple DES Algorithms - Provide PIN encryption, PIN Authorization and message authentication capabilities.	
Capable to support DES and 3DES KEY lengths 112 bit,168 bit	
The relevant security settings in the firmware should have PCI compliant values	
Shipment of the HSM should be compliant as per PCI HSM requirement	
End to End Pin/Password Encryption and Secure Host Communications option for TLS/SSL authenticated sessions on Ethernet host ports	
Management Facilities	
Should have GUI/CLI available with 2 factor Authentication using USB Tokens /smart cards	
Utilization statistics - Health check diagnostic and error logs	
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.	
Key Managements	
Key Block support (superset of ANSI X9.24) ,	
DUKPT (DES and Triple-DES)	
Security Certification	
Cryptographic module certified to FIPS: 140-2 Level 3, 46, 81, 180-3, 186-3, 198	
Latest PCI HSM 2.0 Certification	
NIST SP800-20, SP800-90(A)	
FIPS approved Random number generator	
FIPS approved algorithms	

Security Features	
Tamper resistance meeting requirements of PCI HSM 2.0 & FIPS 140-2 Level 3	
Detection of cover removal in addition to Alarm triggers for motion, voltage and temperature	
Multiple alarm triggers for motion, voltage and temperature	
Device hardening - ability to disable functions not required by the host application	
Audit trails and 2 Factor Authentication for Auditor using usb tokens / smart card	
Key Features	
Reporting of Authorization State identifies whether commands are Host, Console, or All	
Secure Key Storage and Generation for all key types used	
Reduced Key check value: 6 HEX	
Encrypted decimalization table	
Secure Host communication using TLS or SSL	
PIN never appears in the clear outside of a tamper resistant security module as per PCI PIN security requirements	
Key Entry Mechanism are protected as per PCI HSM 2.0 requirements	
Support SNMP monitoring agent	

Technical Specification for Second type of HSM	Bidder's Compliance (Yes/No)
Physical Characteristics	
19 Inch Rack Mount with a maximum size of 2U along with rack mounting kit	
Input Voltage – 220-240 V AC 50Hz	
Operating Temperature range must include 15 degree Centigrade to 35 degree centigrade	
Operating humidity range must be better than 30 to 70 (RH) Non condensing at 35 degree centigrade	
Protection against physical attacks such as use of potting of critical components, tamper evident security labels etc.	
Supported operating systems	
OS Support- Windows Server 2003, 2008,2012, Sun Solaris, HP-UX, IBM AIX, Linux / Solaris for x86,	
Virtual system Support	
HSM should be supported on Virtual Machines.	
Partitions/Virtual HSM	

The proposed HSM should have minimum 10 Partitions / Virtual HSM with each having its own serial number as per CCA/UIDAI guidelines so as it can allow to store different certificates in each partition. Each partition should be protected with unique set of user id and password to grant access.	
Integrated with our e-KYC application vendor	
The proposed HSM should be integrated with our e-KYC application vendor - M/s Integra Micro System Pvt Limited and Letter should be provided from them as per technical compliance.	
Host connectivity	
Dual TCP/IP Network based appliance-Gigabit Ethernet connectivity	
Safety, security and environmental compliance	
Should comply to standards like FIPS 140-2 Level-2 or Level 3,ROHS,FCC part 15 Class B	
Secure Transport Mode	
The HSM should support secure transport mode i.e. Temporary tamper state to insure security when HSM is being moved from one facility to another	
Cryptographic Standards	
Full Suite B support Asymmetric: RSA (1024-8192), DSA (1024-3072), Diffie-Hellman, KCDSA, Elliptic Curve Cryptography (ECDSA, ECDH, ECIES) with named, user-defined and Brainpool curves Symmetric: AES, CAST, DES, Triple DES, ARIA, SEED Hash/Message Digest/HMAC: SHA-1, SHA-2 (224-512) Random Number Generation: FIPS 140-2 approved DRBG (SP 800-90 CTR mode)	
Cryptography ECC	
Full Suite B Implementation with fully licensed ECC, ECDSA,ECDH including Brainpool and custom curve	
Cryptographic module security	
Compliance to FIPS 140-2 Level 2 or Level 3	
Application Interfaces (APIs)	
Compatibility: PKCS#11, CAPI, JCE/JCA	
Key Generation and Storage	
Ability to generate and store RSA keys (2048 and 4096) on board on demand RSA Private Keys are always in Hardware in unextractable format and never stored in Software in any form	
Speed	

Signing speed :RSA 2048 bit – at least 300 Signatures/seconds to up to 5000 signatures per second	
Load Balancing	
Clustering, Load-Balancing	
Key Synchronization	
Whether we can mention like that-Synchronization of keys between two HSMs on real-time basis (without backup device) or can have secure key wrapping, backup, replication and recovery	
Key back up	
Contents can be securely stored on backup device to simplify backup, cloning and disaster recovery	
Key Processes	
Onboard key generation, Digital Signing & Verification process to be done inside the HSM only, for better performance and security	
Support for multiple HSMs	
Multiple HSMs to be supportable for DR, key backup, key update, and key processes, load balancing and failover	
Power source	
Dual hot-swap power supplies, field serviceable	
Monitoring	
Storing of event based audit logs and standard mechanisms for viewing logs and Syslog diagnostics support	
Reliability	
MTBF: Minimum 40000 hrs	
Licenses	
Supply should include all the necessary licenses required for meeting the above specifications.	
Support	
Provide new version upgrades, updates, patches, etc. for all the components / sub- components through the period of contract. 24/7 telephonic and email OEM support infrastructure based out of India and Support Administration - including adding applications,updating firmware and checking the status from NOC . Engineer should visit for above activity at Bank locarion.	
Support SNMP monitoring agent	

All the items mentioned above are mandatory items which need to be provided by the Bidder. In order to technically qualify the Bidder must have at least 70% of the items readily available. Hence in the above case out of the above mentioned items, the Bidder's solution should have a minimum of 70 % of items readily available. Other mandatory items, if not readily available, must be customized and provided within the given time schedule, without any additional cost. The bidder should provide the relevant documents acceptable to the technical evaluation committee at the time of the evaluation. The Bidder may be asked to demonstrate the item mentioned as available under the "response by Bidder" column.

The Bidder should compliance all specification. In case of no in compliance column, bid will be rejected.

Annexure-III

General Details of the Bidder

A. PROFILE OF THE BIDDER

1. NAME OF BIDDER:
2. Location
Regd. Office:
Controlling Office:
3. CONSTITUTION
4. DATE OF INCORPORATION & DATE OF COMMENCEMENT OF BUSINESS:
5. MAJOR CHANGE IN MANAGEMENT IN LAST THREE YEARS
6. NAMES OF BANKER / S

B. FINANCIAL POSITION OF BIDDER FOR THE LAST FINANCIAL YEAR

	2016-17	2015-16
Paid Up capital		
Tangible Net worth (Excluding revaluation reserve)		
Total Outside liabilities / Tangible Net worth		
Net sales of company as a whole		
Out of the above Net sales, Net Sales from services		
Gross Profit		
Net Profit (Profit after Tax)		
Growth In Operation (%)		
Growth in profitability (%)		

N.B. Enclose copies of Audited Financial Statements along with enclosures

C. Proposed Service details in brief

- Description of service :
- Details of similar service provided to scheduled commercial banks in India

N.B. Enclose copies of Purchase Order(s) as references.

Place:
Date:

AUTHORISED SIGNATORY

Name:
Designation:

Annexure - IV
Commercial Bid

Price for the products/items (First type HSM-3, Second type HSM-3) to meet technical requirements specified in the RFP

Sr. No.	Item Description	Specification / Make	Qty	Unit Cost (Rs.)	Total Cost (Rs.)
Hardware/ Equipment ,OS Cost, (With three years warranty) :					
1					
2					
3					
4					
Sub Total (A)					
Licenses Cost : (Should include all required licenses related to solution)					
1					
2					
3					
4					
Sub Total (B)					
Implementation Cost					
1		N/A			
Sub Total (C)					
Support & Maintenance Cost including ATS / AMC (For Five years from the date of successful implementation and acceptance of the solution by the Bank)					
1	Year One	N/A			
2	Year Two	N/A			
3	Year Three	N/A			
4	Year Four	N/A			
5	Year Five	N/A			
Sub Total (D)					
AMC of Hardware (After the expiry of three years warranty)					
1	Year Four	N/A			
2	Year Five	N/A			
Sub Total (E)					
Grand Total (A + B +C + D + E)					
TCO For Five Years (A+B+C+D + E)					
Cost for adding one device in the scope					

Note : Any other equipment / components required for successful implementation should be provided by the bidder. The cost (if any) of the same should be mentioned with details in the above commercial bid as part of TCO.

Additional Items (not part of TCO)

I. No.	Item (with description)	Unit Price
1		

PRICE STATEMENT

Grand Total for Central Bank of India Offer requirement, for price comparison purpose:

Five years Total Cost of Ownership (TCO) for

Supply, Commissioning, Installation, Testing, Configuration And Maintenance Of Host Security Module (HSM) hardware solution for MicroATMs of Business Correspondents **and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts** of Central Bank of India and its sponsored Regional Rural Banks arrived at adding 3 year comprehensive warranty price plus 2 years comprehensive support for hardware and Software charge (excluding tax /GST and Octroi) is Rs. _____ (in figures) Rupees _____ (in words).

Place.

Date.

AUTHORISED SIGNATORY

Name:

Designation:

Vendor's Corporate Name :

Address :

Email and Phone:

Notes:

- Total Cost of Ownership (TCO) will be calculated by adding Hardware /Equipment cost, License Cost, Implementation cost, five year support and Maintenance cost and AMC of Hardware for two years after the expiry of three years warranty.
- Bidder must submit the licensing model applicable for the solution along with the commercial bid.
- TCO for five years should include all costs required for supply, implementation and maintenance of **HSM** for the contract period.
 - ***Bank is having EULA arrangement for Oracle. Accordingly if the database proposed by the vendor is Oracle, no cost is to be mentioned. However, the license requirement should be clearly mentioned separately in the technical offer/document.***
 - ***If the proposed database is other than Oracle, the cost (original cost as well as ATS as mentioned above) should be mentioned and will be included in TCO.***
- The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- The price quoted by the bidder shall be exclusive of all taxes and levies. tax/GST /Octroi, if any, will be paid by the bank additionally.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
 - Bidders to strictly quote in the format and for periods as mentioned above.
 - No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid
 - The price quoted by the bidder should be inclusive of the cost of customization for the features which are stated as Customization required by the bidder.
 - The Bidder should provide the cost of customization charged in terms of person days for the contract period (this is applicable for any customization which is outside the scope of work, technical specifications etc. defined in this RFP document).
 - The efforts being put in for customization should be justified by the vendor through the FPA (functional point analysis) method and approved by Bank's internal effort estimation committee.
 - While filling up the column "Item" above the bidder should specify each item with the configuration clearly and mention cost.
 - For Hardware warranty is for 3 years. And software AMC will start from 1st Year.
 - Total TCO is for 5 years.

Annexure-V

FORMAT FOR PERFORMANCE BANK GUARANTEE

TO,

CENTRAL BANK OF INDIA
MUMBAI

-----.

In consideration of M/s Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as "Purchaser") having agreed to purchase "Host Security Module (HSM) hardware solution for MicroATMs of Business Correspondents **and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts** of Central Bank of India and its sponsored Regional Rural Banks" (hereinafter referred to as "Goods") from M/s ----- (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the "Host Security Module (HSM) hardware solution for MicroATMs of Business Correspondents **and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts** of Central Bank of India and its sponsored Regional Rural Banks", as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the "Host Security Module (HSM) hardware solution for MicroATMs of Business Correspondents **and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts** of Central Bank of India and its sponsored Regional Rural Banks" as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto ----- any money or moneys not exceeding a total sum of Rs----- (Rupees----- only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of "Host Security Module (HSM) hardware solution for MicroATMs of Business Correspondents **and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts** of Central Bank of India and its sponsored Regional Rural Banks" to perform as per the said contract, and also failure of the contractor to maintain the "Host Security Module (HSM) hardware solution for MicroATMs of Business Correspondents **and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts** of Central Bank of India and its sponsored Regional Rural Banks" and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether "Host Security Module (HSM) hardware solution for MicroATMs of Business Correspondents **and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts** of Central Bank of India and its sponsored Regional Rural Banks" has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the "Host Security Module (HSM) hardware solution for MicroATMs of Business Correspondents **and digital signing of Auth XML & decryption of E-KYC data, signing of statement of accounts** of Central Bank of India and its sponsored Regional Rural Banks" and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by

the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on -----; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. ----- (this date should be date of expiry of Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

- i) Our liability under this Bank Guarantee shall not exceed Rs------(Rupees-----only);
- ii) This Bank Guarantee shall be valid up to -----; and
- iii) 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 -----(date of expiry of Guarantee).

11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this ----- day of ----- 2015 at -----

For and on behalf of ----- Bank.

sd/- -----

Annexure-VI

48. LIST OF DOCUMENTS TO BE SUBMITTED

The bidder shall submit the following documents:

1. Bidder's letter addressing to Bank (Annexure-I)
2. Technology Assessment Sheet (Annexure-II)
3. General Details of the Bidder (Annexure-III)
4. Supporting documents in respect of minimum qualification criteria and other details
5. Commercial Bid (Annexure-IV)
6. Performance [Bank](#) Guarantee (Annexure-V)
7. Manufacturer's Authorization Form (MAF) Annexure-VII
8. Any other document indicating the feature of the product
9. Fees for RFP Document (non-refundable) in the form of DD/Banker Cheque
10. Bid Earnest Money in the form of Demand Draft/ Banker's Cheque / Bank Guarantee
11. Copies of Memorandum & Article of Association and Certificate of Incorporation in case of corporate bidder
12. ISO Certification document, if any.
13. [Last 2 financial 2015-16, 2016-17](#) year's audited balance sheet with profit and loss account statement.
14. Service support document in excel format.

(Documentary evidence should be provided along with technical bid)

Annexure-VII
Manufacturer's Authorization Form (MAF)
(*Required in case the Bidder is not the manufacturer / owner)

(To be filled for hardware(s) /system software/any other suits, whatsoever applicable separately)

No. _____ dated _____

TO
The DGM-IT
Department Of Information Technology
Central Bank of India
CBD BELAPUR, NAVI MUMBAI-400614

Dear Sir / Madam,
Tender Reference No **CO:DIT:PUR:2015-16:197**

We _____ who are established and reputed manufacturer _____ having organization at _____ and _____ do hereby authorize M/s _____ (Name and address of Partner /Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above tender.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the supply, installation, commissioning, services and support offered against this tender by the above firm.

Yours faithfully,
(Name)

for and on behalf of
M/s _____ (Name of manufacturer/Developer)

Note: This letter of authority should be on the letterhead of the manufacturer(s) and should be signed by a competent person representing the manufacturer.