



**Institute for Development and Research in  
Banking Technology**  
(Established by Reserve Bank of India)

**Tender No: IDRBT/SYS/VR/120/2022 – 2023 dated 10<sup>th</sup> August, 2022**

**Request for Proposal (RFP)**

**For**

**Supply, Installation and Maintenance of Hardware Security Modules (Network based &  
PCIe Card based) at IDRBT**

**Institute for Development and Research in Banking  
Technology IDRBT, Castle Hills,  
Road No.1, Masab Tank, Hyderabad – 500057, TS.**

**August 2022**

NOTE: This document contains 39 pages

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## Disclaimer

This Request for Proposal (RFP) is not an offer by the IDRBT, but an invitation to receive response from eligible interested bidders for **Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based) at IDRBT**. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by IDRBT with the successful bidder. This document should be read in its entirety.

Any product name / function used in this document are meant to be generic and do not refer to the product of any particular company. In case such proprietary terms have been inadvertently mentioned then such terms should be taken to refer to the generic technology. Bidders with industry standard equivalent product name / function /feature under any other name will also be eligible to submit response to RFP.

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# Request for Proposal

IDRBT invites sealed tenders for **Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based) at IDRBT** from reputed companies having previous experience in handling successfully similar projects for Banks/FI/ Insurance companies in India.

## 1. Introduction

Institute for Development and Research in Banking Technology (IDRBT) is an autonomous body Established by Reserve Bank of India. The primary goal of the Institute is, as follows:

- 1.1. Development & Research on Banking Technology.
- 1.2. The systemic requirements of the banking system
- 1.3. Offer training in banking technologies for Indian Banking sector
- 1.4. Act as a CA (Certifying Authority) for Bankers.

## 2. Objective of the project

IDRBT has comprehensively employed technology over the years to efficiently discharge its duties in day to day functioning. IT applications are centrally hosted and providing high uptime of the application services on 24x7 basis to Member banks over INFINET & INTERNET network and IDRBT. The main objective of this RFP is to replace the existing Hardware Security Modules at IDRBT DC and DR locations for protecting IT assets from Cyber threats and vulnerabilities, secure access to IT Applications. The summary of the requirement is as under.

Sno	Description	Qty
1	Network based Hardware Security Module Type II	1
2	PCIe Card based Hardware Security Module Type I	2

## 3. Bid Schedule

Sr.No.	Subject	Date/time
1	RFP Tender No. & Date	Tender No: IDRBT/SYS/VR/120/2022 – 2023 dated 10 <sup>th</sup> August, 2022
2	Start date of issuance of RFP document	10 <sup>th</sup> August 2022

Sr.No.	Subject	Date/time
3	Last Date for receipt of Queries	19 <sup>th</sup> August 2022
4	Pre bid meeting	22 <sup>th</sup> August 2022
5	Last date for receipt of Bidding Documents	30 <sup>th</sup> August 2022 3:30 PM
6	Venue / Address for Pre-bid meeting, submission of Bid & Place of opening of Bids	Institute for Development and Research in Banking Technology, Road No. 1, Castle Hills, Masab Tank, Hyderabad –500057. Phone : 040 – 23294210
7	E-mail address for communication	<a href="mailto:itprocurement@idrbt.ac.in">itprocurement@idrbt.ac.in</a> The participating bidders should mandatorily confirm their participation by email on or before 17 <sup>th</sup> August 2022 15:00 Hrs for attending to pre-bid meeting.

#### 4. Bid Submission

The Technical and Commercial bids shall be submitted in separate sealed envelopes clearly super scribing on the envelope “**Technical Bid for Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based) at IDRBT as per Tender No: IDRBT/SYS/VR/120/2022 – 2023 dated 10<sup>th</sup> August, 2022**” and “**Commercial Bid for Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based) at IDRBT as per Tender No: IDRBT/SYS/VR/120/2022 – 2023 dated 10<sup>th</sup> August, 2022**” on or before 3:30 PM of 30<sup>th</sup> August 2022.

#### 5. Bidders Eligibility Criteria

Bidders must meet the following eligibility requirements. Bids of non-compliant bidders will not be technically or financially evaluated.

Sr.No	Basic Requirement	Bidders Eligibility Criteria	Documentary evidence required
1	Legal Entity	The Bidder shall provide evidence that it is a current legal entity.	Attested copy of the Certificate of Incorporation/Registration of the Bidder.

Sr.No	Basic Requirement	Bidders Eligibility Criteria	Documentary evidence required
2	Duration of past experience	The Bidder should have experience in the following fields: Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based) for the organizations across India.	The Bidder should submit documentary evidence in support of minimum experience of 3 years (Copies of Purchase Order and Completion certificate to be attached).
3	Annual Turnover	The OEM / Bidder should have a minimum annual turnover of at least Rs. 5 Crores in each of the last three financial years (i.e. 2019-20,2020-2021 & 2021-2022).	Certificate from the statutory auditor
4	Net worth	The Bidder should have positive net worth in the last three financial years (i.e. 2019-20,2020-2021 & 2021-2022).	Certificate from the statutory auditor
5	Technical Capability	Bidder must have successfully completed in the last three years at least the following numbers of similar IT infrastructure (HSM) Implementation engagement(s) of value specified herein: <ul style="list-style-type: none"> <li>• One project of similar nature not less than the amount Rs.1 Crore</li> </ul> <b>OR</b> <ul style="list-style-type: none"> <li>• Two projects of similar nature not less than the amount equal Rs.60 Lakhs</li> </ul> <b>OR</b> <ul style="list-style-type: none"> <li>• Three projects of similar nature not less than the amount equal Rs.50 Lakhs</li> </ul>	Copies of POs and completion certificate from client
6	General / Legal Status	The company should not be blacklisted by any Government agency / Banks / Other Financial Institutions in India.	Self-declaration on the company letter head signed by Company Secretary or Board approved Authorized Signatory.
7	OEM's Authorization	Bidder should be a OEM Authorized partner/System Integrator / Representative.	Bidder has to provide an Ink Signed MAF for the quoting OEM along with Technical Bid
8	Support	Bidder should have a local entity in Hyderabad to provide better support during the warranty and AMC period.	Documentary proof to be enclosed.

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5.2 Details regarding the fulfillment of the eligible criteria should be submitted as per **Annexure IV**.

5.3 The Bidder shall provide references (including Referee names and contact details) in respect of major projects of similar type completed in the last three (3) years.

## **6. Terms & Conditions**

6.1 All bids and supporting documentation shall be submitted in English.

6.2 The cost of bidding and submission of tender documents is entirely the responsibility of bidders, regardless of the conduct or outcome of the tendering process.

6.3 All costs and charges, related to the bid, shall be expressed in Indian Rupees only and the above total cost is inclusive of installation charges and customization charges.

6.4 IDRBT will not take into consideration, any variation in the \$ price.

6.5 IDRBT reserves right to change the Quantity, the quantity mentioned in the RFP is indicative.

6.6 The **Supply, Installation of Hardware Security Modules (Network based & PCIe Card based) at IDRBT** should be completed within 8 (Eight) weeks from the date of issue of purchase order.

6.7 IDRBT reserves the right to reject all or any of the quotations without assigning any reason thereof.

6.8 The bidder should work in close association with other vendors/service providers working for IDRBT.

## **7. Criteria for evaluation**

7.1 The objective of the evaluation process is to evaluate the bids to select an effective and technically best fit solution at a competitive price. The decision of the IDRBT shall be final.

### **7.2 Two Stage evaluation process**

- i. Bidders has to submit their complete bid on or before the stipulated time given in the RFP document. For the purpose of the evaluation and selection of bidder for this project, a two-stage evaluation process will be as followed:

- ii. **Stage I** - Examination of bidders' eligibility –The IDRBT will evaluate the documents viz. eligibility criteria, Non-Disclosure Agreement (NDA) and other documents submitted along with Technical bid. In the first stage, only the 'Technical Bids' of those who fulfill the **Eligibility Criteria** will be evaluated. Bidders have to submit BoQ without prices and also indicating the compliance to specifications as the technical bid. Those bidders satisfying the technical requirements of **Annexure – IX to X** as determined by the IDRBT and as per the requirements / specifications and the terms and conditions of this document, shall be short-listed.
- iii. **Stage II** - Commercial Bids evaluation – In Second Stage, Commercial bids of the technically qualified bidders will be opened. The commercial bids will be evaluated based on L1 criteria. The bidder who quote the lowest price shall be considered as L1.
- iv. IDRBT will notify the name of the Successful Bidder only.

### 7.3 Technical Bid

- i. The Technical Specification of **Hardware Security Modules (Network based & PCIe Card based)** are to be submitted as per **Annexure – IX to X**.
- ii. The bidders are required to submit a Technical Bid indicating the specifications and compliance to the specifications, supporting document.
- iii. The Bidder must warrant that key project personnel for implementation, should have minimum OEM certified engineers (certified in OEM Products proposed in the solution) on supplied Bill of Material, to be employed in this project and who have been sufficiently involved in similar past installation.
- iv. The Bidder has to submit the list of members of the project team and copies of their certifications.
- v. The Bid is liable to be rejected if any commercial details are found along with the technical bid.

### 7.4 The Commercial Bid:

- i. The Bidder must organize the bid and submit their Commercial bid in accordance with the format specified, the Commercial Bid format as **Annexure XII**.

## 8. List of Annexures:

Sno	Formats	Description	Qt	Submission
1	Annexure - I	Document Submission Checklist	-	Mandatory
2	Annexure - II	Bidder's application Form	-	Mandatory
3	Annexure – III	Bidders profile Form	-	Mandatory
4	Annexure – IV	Bidder Eligibility Criteria	-	Mandatory
5	Annexure – V	Bidders Queries Pro-forma	-	Mandatory
6	Annexure – VI	Bidder's Undertaking	-	Mandatory
7	Annexure VII	Manufacturer's Authorization Form (MAF)	-	Mandatory
8	Annexure VIII	Non-Disclosure Agreement	-	Mandatory
9	Annexure IX	Technical Specification Network based HSM	1	
10	Annexure X	Technical Specification PCIe Card based HSM	2	Mandatory
11	Annexure XI	Format for Deviations from Technical Specifications and Terms and Conditions of the RFP	-	Mandatory
12	Annexure XII	Commercial Bid Format	-	Mandatory
13	Annexure XIII	List of devices for buy-back	-	Mandatory
14	Annexure XIV	Performance Bank Guarantee	-	Mandatory

The Bill of Material shall be hosted at IDRBT, Hyderabad (Sr.No 9,10).

## 9. Scope of Work

**The minimum specified Scope of Work to be under taken by the selected bidder is mentioned below:**

1. The "Scope of Work" will include **Supply, Installation, Support/Services and Maintenance of Network HSM and PCI Card HSM Devices for IDRBT CA Project at Hyderabad and Mumbai.**
2. Supply of Bill of Material as per technical specification mentioned in **Annexures – IX to X** of this RFP.
3. The bidder / System Integrator shall engage the services of respective OEMs for Plan & Design of the Solution. The System Integrator shall implement the solution as per the plan and design provided by the respective OEMs involved in the solution for their respective components.
4. The bidder needs to take into account the detailed technical specifications as stated in the Technical Specification Annexure from IX to X with Indicative Bill of Material stated in Annexures, while proposing for a solution.



5. The Bidder needs to provide complete end to end solution including hardware, software, necessary accessories, active and passive components for efficient functioning of the proposed solution.
6. The bidder shall also engage the services of the respective OEMs for post implementation audit, validation and certification by the OEM that the solution has been implemented as per the plan & design provided by them.
7. **For HSM Devices not limited to:**
  - a. Should rack mount the Network HSM in the rack and deploy HSM PCI Card in the Server identified by IDRBT.
  - b. Should install, configure and maintain the Bill of Material/equipment supplied for the CA Project.
  - c. Should securely migrate the existing keys to the newly supplied Devices at Hyderabad and Mumbai.
  - d. Should provide backup and restore facility in tamper resistant hardware of the newly configured device (after Key migration to new devices).
  - e. Should create a highly available architecture between the DC and DR Network HSMs (Sync).
  - f. Should integrate with LAN and enable communication between the Application and the devices like CA Servers, Virtual Machines, Network HSM/HSM PCI Card, firewalls and L2/L3 Switches.
  - g. Should submit relevant documentation for handling the devices with escalation matrix.
8. The proposed Bill of Material should have provision of handshake / interface / integration with IDRBT's existing hardware, software and network.
9. The successful bidder should ensure that 1-year warranty and 4 years additional warranty for Network HSM and PCIe Cards period from the UAT/acceptance of the solution. The bidder at his own cost, including the cost of transport, shall replace defective hardware.
10. The successful bidder to ensure that OEM should also provide certificate that all Equipment's offered are not be declared End of Life and End of Support for a minimum of 7 years from the date of acceptance.
11. Should fix all the technical problems, provide and implement upgrades, updates free of cost to IDRBT, as and when released by the OEM during warranty period.
12. Should ensure have back-to-back arrangement with OEM for Warranty, Certificate for the same to be provided along with Technical bid. A Letter of warranty and support from respective Original Equipment Manufacturers (OEM) shall also be submitted in addition to a letter from respective Manufacturer's Authorization Form for the contract period.

13. Should ensure address statutory requirements, network and security audit recommendations suggested by IDRBT from time to time on regular basis without additional cost to IDRBT.
14. Should ensure all necessary hardware and software required to make this solution work strictly as per following technical specifications. The specifications given are minimum. The Bidder can quote equivalent or higher technical specifications to the IDRBT's requirements.
15. IDRBT shall promptly notify the successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall with all reasonable speed, repair or replace the defective products or part thereof without cost to the IDRBT.
16. Network HSM , PCIe HSM Maintenance, Support and Preventive maintenance:
  - a) The bidder shall provide free maintenance services during the period of warranty. After warranty period, the successful bidder will do maintenance of the entire system, during the contract period by deputing qualified maintenance engineer under the AMC contract.
  - b) The successful bidder shall ensure that faults and failures intimated by IDRBT as above are set right within 24 hours of being informed of the same.
  - c) Should install and confirm the devices and appliances with latest and hardened IOS from OEM and create environment as per IDRBT requirements in the devices and appliances.

## 10. Delivery & Installation Period

The following time schedule for completion of the activities from the date of placement of orders should be strictly adhered to. Delay in delivery and installation may invite penalties for the vendors.

Sr.No	Description	Period
a	Delivery	≤ 6 Weeks
b	Installation and Operationalization	≤ 2 Week

## 11. Warranty

**On-site comprehensive warranty** covering all parts & labor from the date of acceptance of the systems by IDRBT. During the warranty period, the successful bidder will have to undertake comprehensive maintenance of the entire hardware, hardware components, systems software and accessories supplied by the vendor.

- 11.1. The IDRBT shall promptly notify the successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall with all reasonable speed, repair or replace the defective products or part thereof without cost to the

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IDRBT.

11.2. The details of On-site comprehensive warranty should be provided for all devices proposed in this RFP, is as under.

Should ensure that 1-year warranty and 4 years' additional warranty for Network HSM and PCIe Cards period from the UAT/acceptance of the solution.

## 12. System maintenance, Support and Preventive maintenance:

12.1. The successful bidder should provide free maintenance of the entire BoM proposed in this RFP, during the warranty period by deputing qualified maintenance engineer under the contract.

12.2. The successful bidder shall ensure that faults and failures intimated by IDRBT as above are set right within 24 hours of being informed of the same.

## 13. Penalty for Delay:

For any delay in installation and commissioning of the equipment beyond the specific period, IDRBT will charge penalty @ 0.5% of the order per week or part thereof, subject to a maximum of 6%. In case, the amount equal to 6% of the order value is deductible as penalty and the vendor is still unable to complete successful Installation, the Institute reserves the right to cancel the order and no payment will be made to the vendor.

## 14. Penalty for downtime

Any equipment viz (Network HSM / PCIe Card HSM) that is reported to be down should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within 1 working days. In case vendor fails to meet the above standards of maintenance, there will be a penalty chargeable as specified in the table below.

SI.No	Item	Response Time	Penalty chargeable per day (Rs)
1	Network HSM / PCIe Card HSM	>6 Hrs and ≤ 1 day	2,000/-
		>1 and ≤ 4 days	4,000/-
		≥ 4 days	10,000/-

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## 15.Repeated failure

15.1.During the warranty period if any system as a whole or any subsystem has any failure on two or more occasions in a period of 3 months, it shall be replaced by equivalent new equipment or any alternative steps are to be taken which would serve the purpose to the Institute. Every quarter engineer has to visit and check the Network HSM / PCIe Card HSM devices performance or any corrective maintenance or patch updates required for smoother operation and also as and when desired by the institute for technical help or installation help.

15.2.The bidders are required to adhere to tendering norms and no undue explanation, request for change in due date of bid submission, etc. will be offered by the Institute. Any request of any kind from the bidder before the bid submission due date must be forwarded to the undersigned in writing. The Institute reserves the right to accept or reject the bidder request without offering any explanation or reason for the acceptance or rejection. However, in case of any change/amendment in the tender content, all bidders participating in the tendering process would be informed in writing and sufficient time would be provided to adhere to such change/amendment

## 16.Training

16.1 A Comprehensive training shall be the key to successful Operations and Maintenance; hence, the successful bidder is required to provide training (for three days) to IDRBT nominated Officials at IDRBT, Hyderabad. The training documents, including Operating Manuals, Standard Operating Procedures (SOP) for the proposed solution shall be prepared and shared by the successful bidder with IDRBT. The successful Bidder is free to propose the training plan. However, at a minimum, the plan shall include the following:

Sr No	Training Description
1	Overview of the components Installed
2	Technical Architecture
3	Operating procedure of Hardware and Software including, but not limited to: a. Common Use Cases b. System Installation and Configuration c. Basic Configuration d. High Availability e. Backup and Restore Methods f. Troubleshooting

Sr No	Training Description
	g. Audit and Logging h. Disaster Recovery i. HSM Tools
4	Technical and Operational Manual of the solution
5	Handling worst case scenarios

16.2 The above plan is only indicative; the final training plan shall be finalized between the successful bidder and IDRBT.

16.3 No separate charges will be paid for training.

### 17. User Acceptance Test

17.1. IDRBT, prior to the initiation of the Operationalization phase, shall undertake a detailed UAT process.

17.2. The User acceptance test will be carried out as per mutually agreed Acceptance Test Plan (ATP) against systems requirements.

17.3. The system will be considered accepted (supplied, installed and operationalized) only after ATP is completed as per the agreed plan and is duly signed/certified by the IDRBT and the successful bidder.

### 18. Period of Validity

All the prices and other terms and conditions of the offer proposed by the bidder should be **Valid** for a **minimum** period of **Six months**.

### 19. Correction of Errors

Arithmetic errors in bids will be treated as follows:

19.1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

19.2. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of IDRBT, there is obviously a gross error such as misplacement of a decimal point, in which case the line item total will govern.

19.3. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Bill of Quantity, the amount obtained on totaling the line items

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in the Bill of Materials will govern.

19.4. The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

## **20. Confidentiality**

Bidder agrees that all mails, data, financial, mail, security architecture and personnel data relating to IDRBT's business and other information identified as confidential by the IDRBT, the same shall be kept confidential and shall not be shared with any third party without prior written approval from IDRBT.

## **21. Right to Verification**

The IDRBT reserves the right to verify any or all statements made by the bidder in the tender documents and to inspect the bidder's facility, if necessary, to establish to its satisfaction about the bidder's capacity to perform the job.

## **22. Insurance**

22.1. Insurance for all the hardware components supplied under the contract shall be arranged by the Bidder at his own risk and cost throughout the period of delivery, implementation and final acceptance process.

22.2. IDRBT will not be responsible for any loss/damage/theft of any systems/goods due to any reasons whatsoever, claims etc., if the Bidder himself will deal any. Evidence of the insurance policy shall be submitted to IDRBT.

## **23. Payment Terms:**

23.1. Hardware items: A payment of 90 percent (90%) of the contracted sum would be payable on successful installation, integration and issue of acceptance certificate by the Institute.

23.2. 10 percent (10%), would be payable after successful warranty period is over from the date of acceptance or payable against PBG valid as per warranty period.

23.3. All payments will be released based on the invoices submitted to Institute by the vendor.

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## **24. Obligations of Successful Bidder**

- 24.1. The successful bidder has to supply all the components, services and licenses to make solution complete and operational.
- 24.2. The successful bidder shall handover the complete and operational solution to IDRBT for monitoring, maintenance and management.
- 24.3. The successful bidder shall deploy their own computing resources, trained and experienced engineers for implementing, managing and maintaining the system.
- 24.4. Whenever any new threats / vulnerabilities become public, the successful bidder shall bring this to the notice of IDRBT immediately and help/guide IDRBT in plugging the same. Once the call has been attended, successful bidder engineers shall put their maximum efforts and deploy their best resources to resolve all calls at the earliest possible time frame at both locations and ensure appropriate uptime.
- 24.5. The successful bidder to ensure that during the implementation, the critical services hosted at IDRBT, Hyderabad shall not face any downtime due to improper configuration.

## **25. Order Cancellation:**

IDRBT reserves its right to cancel the order in the event of delay in delivery and installation beyond the stipulated time.

## **26. Resolution of Disputes**

IDRBT and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, IDRBT and the bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

## **27. Indemnification**

- 27.1. The bidder/ successful bidder at its own cost and expenses defend and indemnify the Institute against all third-party claims including those of the infringement of Intellectual

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Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India.

27.2. The bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If the Institute is required to pay compensation to a third party resulting from such infringement, the bidder shall be fully responsible therefore, including all expenses and court and legal fees.

27.3. The Institute will give notice to the Bidder of any such claim and shall provide reasonable assistance to the bidder disposing of the claim.

27.4. The bidder shall also be liable to indemnify the Institute, at its own cost and expenses, against all losses/damages, which the Institute may suffer on account of violation by the bidder/successful bidder of any or all national/international trade laws, norms, standards, procedures, etc.

## **28. Liquidated Damages**

The liquidated damages is an estimate of the loss or damage that the Institute may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the purchase contract relating to supply, installation, operationalisation, implementation, training, support/services, acceptance, maintenance, etc., by the bidder/successful bidder and the bidder/successful bidder shall be liable to pay the Institute a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages, details of which will be specified in the RFP. Without any prejudice to the Institute's other rights under the law, the Institute shall recover the liquidated damages, if any, accruing to the Institute, as above, from any amount payable to the Bidder either as per the RFP, executed between the parties or under any other purchase agreement / contract, the Institute may have executed / shall be executing with the bidder/successful bidder.

## **29. Force Majeure**

The bidder/successful bidder or the Institute shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection,



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civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague or other epidemics, fire, flood, obstructions of gation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations.

If a Force Majeure situation arises, the bidder/successful bidder shall promptly notify the Institute in writing of such conditions and any change thereof. Unless otherwise directed by the Organization in writing, the bidder/successful bidder shall continue to perform his obligations under the contract as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

### **30. Jurisdiction**

The jurisdiction of the courts shall be Hyderabad.

**For any questions/clarifications related to requirements, please contact us at  
itprocurement@idrbt.ac.in**

### Document Submission Checklist

The bidder has to ensure that the following have been submitted as a part of the RFP submission process. Failure to provide any of the documents as detailed below could lead to the disqualification of the bidder from the bid.

The following documents/items need to be submitted:

Sr.No	Description	Submitted (Bidder)	Verified (IDRBT)
1	Bidder's application Form	<input type="checkbox"/>	<input type="checkbox"/>
2	Bidders profile Form	<input type="checkbox"/>	<input type="checkbox"/>
3	Bidders Eligibility Format	<input type="checkbox"/>	<input type="checkbox"/>
4	Technical Bid Forms - BILL OF MATERIAL WITHOUT PRICES	<input type="checkbox"/>	<input type="checkbox"/>
5	Deviations from Technical Specifications and Terms and Conditions of the RFP	<input type="checkbox"/>	<input type="checkbox"/>
6	Bidders Queries Pro-forma	<input type="checkbox"/>	<input type="checkbox"/>
7	Bidder's Undertaking	<input type="checkbox"/>	<input type="checkbox"/>
8	Manufacturers' Authorization Form	<input type="checkbox"/>	<input type="checkbox"/>
9	Non-Disclosure Agreement	<input type="checkbox"/>	<input type="checkbox"/>
10	Commercial Bid	<input type="checkbox"/>	<input type="checkbox"/>
11	Performance Bank Guarantee	<input type="checkbox"/>	<input type="checkbox"/>

**Bidder's application Form**

[On the Letterhead of the Applicant]

Place:

Date:

To,

The Director,  
Institute for Development and  
Research in Banking Technology,  
Road No. 1, Castle Hills, Masab Tank,  
Hyderabad 500057

Dear Sir,

**Tender No: IDRBT/SYS/VR/120/2022 – 2023 dated 10<sup>th</sup> August, 2022**

**Request for Proposal (RFP) for Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based) at IDRBT.**

Being duly authorized to represent and act on behalf of .....  
(hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby applies for **Request for Proposal (RFP) for Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based) at IDRBT.** The details as per the requirements of the RFP enquiry are enclosed for your consideration.

Yours faithfully,

\_\_\_\_\_  
(Signature of Authorized Signatory)  
**<NAME, TITLE AND ADDRESS>**

FOR AND ON BEHALF OF  
**<NAME OF THE APPLICANT ORGANISATION>**

## Bidders profile Form

Tender No: IDRBT/SYS/VR/120/2022 – 2023 dated 10<sup>th</sup> August, 2022

BIDDER DETAILS		
1	The registered name of the bidding	
2	Business address for correspondence	Location
		Street
		Locality
		City
		Pin Code
		Country
		Telephone
		Facsimile
		Email
Other		
3	Name of the Bidder's Contact	
4	Contact's position with Bidder	
5	Contact addresses if different from above	Location
		Street
		Locality
		City
		Pin Code
		Country
		Telephone
		Facsimile
		Email
Other		
6	Business structure	
7	Bid Company's registered address	
8	Details of company registration	
9	Names of Directors	Chairman President/Managing Director Directors
10	Include a structure chart reflecting the organization	
	<b>Experience in Similar Projects:</b> (Give details with respect to Virtualized environment and Infrastructure Management projects– a minimum of two projects.	

11	<b>Project Name:</b>		
12	<b>Project Location:</b>		
13	<b>Client Name:</b>		
14	<b>Client address:</b>		
15	<b>Client contact/reference person(s):</b>	Name	
		Address – if different from above	
		Telephone Facsimile	
		Mobile Phone	
		Email address	
16	<b>Project started (month/year):</b>		
17	<b>Project elapsed time – months- vis-à-vis Project schedule:</b>		
19	<b>Name of senior project staff:</b>		
		Project Director	
		Project Manager	
		Other	
20	<b>Nature of the Project:</b>		
31	<b>Details of deliverables, other than “Deliverables” specified by the Bank, the bidder proposes with specific reference to the scope of work.</b>		

## Format for Bidder Eligibility Criteria

Tender No: IDRBT/SYS/VR/120/2022 – 2023 dated 10<sup>th</sup> August, 2022

S.No	Basic Requirement	Bidders Eligibility Criteria	Documentary evidence required	Compliance (Y/N)
1	Legal Entity	The Bidder shall provide evidence that it is a current legal entity.	Attested copy of the Certificate of Incorporation/Registration of the Bidder.	
2	Duration of past experience	The Bidder should have experience in the following fields: Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based) for the organizations across India.	The Bidder should submit documentary evidence in support of minimum experience of 3 years (Copies of Purchase Order and Completion certificate to be attached).	
3	Annual Turnover	The OEM / Bidder should have a minimum annual turnover of at least Rs. 5 Crores in each of the last three financial years (i.e. 2019-20,2020-2021 & 2021-2022).	Certificate from the statutory auditor	
4	Net worth	The Bidder should have positive net worth in the last three financial years (i.e. 2019-20,2020-2021 & 2021-2022).	Certificate from the statutory auditor	
5	Technical Capability	<p>Bidder must have successfully completed in the last three years at least the following numbers of similar IT infrastructure (HSM) Implementation engagement(s) of value specified herein:</p> <ul style="list-style-type: none"> <li>• One project of similar nature not less than the amount Rs.1 Crore</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>• Two projects of similar nature not less than the amount equal Rs.60 Lakhs</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>• Three projects of similar nature not less than the amount equal</li> </ul>	Copies of POs and completion certificate from client	

S.No	Basic Requirement	Bidders Eligibility Criteria	Documentary evidence required	Compliance (Y/N)
6	General / Legal Status	The company should not be blacklisted by any Government agency / Banks / Other Financial Institutions in India.	Self-declaration on the company letter head signed by Company Secretary or Board approved Authorized	
7	OEM's Authorization	Bidder should be a OEM Authorized partner/System Integrator / Representative.	Bidder has to provide an Ink Signed MAF for the quoting OEM along with Technical Bid	
8	Support	Bidder should have a local entity in Hyderabad to provide better support during the warranty and AMC period.	Documentary proof to be enclosed.	





**Bidder's Undertaking  
(On letterhead of the Bidder)**

Date:

To,

The Director,  
Institute for Development and  
Research in Banking Technology,  
Road No. 1, Castle Hills, Masab Tank,  
Hyderabad 500057

Dear Sir,

**Tender No: IDRBT/SYS/VR/120/2022 – 2023 dated 10<sup>th</sup> August, 2022**

We, the undersigned, as bidder, having examined the complete RFP document (along with its annexes), do hereby offer to **Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based)** in full conformity of your requirements as elaborated in above said RFP for the amounts mentioned by us in the Commercial Bid or such other sums as may be agreed to between us.

We hereby agree to all the terms and conditions stipulated in the RFP except for the variations and deviations of requirements as mentioned by us in the Compliance Statement, submitted along with our Technical Proposal.

We agree to abide by our Offer for a period of **180 days** from the date of last day of Bid submission and it shall remain binding on us for acceptance at any time before the expiration of this period.

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

We undertake, if our Bid is accepted, to provide Performance Bank Guarantee as per the prescribed format within the times stipulated in the RFP.

We undertake as a part of this contract for successful operation of the **Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based)** during the warranty period (if contracted).

Yours faithfully,

(Authorized Signatory)

In the capacity of \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_



**Manufacturer's Authorisation Form (MAF)**

Tender No. \_\_\_\_\_ Dated \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Tender No: IDRBT/SYS/VR/120/2022 – 2023 dated 10<sup>th</sup> August, 2022 for Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based) at IDRBT.**

We \_\_\_\_\_ who are established and reputable manufactures of \_\_\_\_\_ having offices at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize

M/s \_\_\_\_\_ ( Name and address of Agent /Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per the terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm.

Yours faithfully,

(Name) for and on behalf of M/s \_\_\_\_\_ (Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.

**Non - Disclosure Agreement (On ₹ 100 stamp paper)**

Date:

To,

The Director,  
Institute for Development and  
Research in Banking Technology,  
Road No. 1, Castle Hills, Masab Tank,  
Hyderabad 500057

[Salutation]

**Confidentiality Undertaking**

We acknowledge that during the course of bidding for Request for Proposal (RFP) floated for **Tender No: IDRBT/SYS/VR/120/2022 – 2023 dated 10<sup>th</sup> August, 2022 for Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based) at IDRBT.** we may have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to IDRBT and its business that is provided to us pursuant this Agreement. In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner]
5. This Agreement shall not prohibit disclosure of Confidential Information:
  - To our partners/directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for **Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based) at IDRBT.** With your prior written consent, such consent not to be unreasonably withheld;
  - To the extent that such disclosure is required by law;
  - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
  - To our professional advisers for the purposes of our seeking advice. Such

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professional advisors will be informed of the need to keep the information confidential.

6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
  - For the purpose of a disclosure permitted by item 5 above; and
  - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
7. This Agreement shall not apply to Confidential Information that:
  - Is in the public domain at the time it is acquired by us; Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
  - Is already in our possession prior to its disclosure to us; and
  - Is independently developed by us.
8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.
9. We acknowledge that the Confidential Information will not form the basis of any contract between you and us
10. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
11. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

We have read this Agreement fully and confirm our agreement with its terms

Yours sincerely

Signature and Stamp of Company

[Authorized Signatory (same as signing the proposal) –  
Implementation Partner] Name:

Position :

Date :

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**Tender No: IDRBT/SYS/VR/120/2022 – 2023 dated 10<sup>th</sup> August, 2022**

**Technical Specification and bid format for Network based Hardware Security Module**

<b>Sr.No</b>	<b>Network HSM Specifications</b>	<b>Compliance Y/N</b>	<b>Comments/ Supporting Documents</b>
<b>A</b>	<b>Technical Specifications</b>		
1	The HSM should support a minimum of 100 Transaction Signing per Second for RSA 2048 bits		
2	The HSM should be FIPS 140-2 level 3 and CC EAL 4+ certified modules, such certifications should be under the name of OEM supplying the HSM to IDRBT. All IDRBT keys including Private Keys should be stored and protected within Certified memory HSM device for entire key life cycle.		
3	The HSM should have an ability to generate and store (Keys) at least 100 RSA keys (2048 ) onboard on demand and shall be secured signing inside HSM in accordance with FIPS 140-2 LEVEL 3 recommendations		
4	In the proposed HSM device, each partition should be protected with unique set of userid and password to grant access as per CCA IVG guidelines.		
5	The proposed HSM should have minimum 3 partitions extendable to 5 partitions with 3 client licenses extendable to 5 client licenses.		
6	The HSM Should support all popular Operating Systems.		
7	The device should support dual hot-swappable power supply.		
8	The HSM device should be rack mountable and all other accessories should be supplied with the device.		
9	The monitoring and detecting voltage and temperature should be part of the device without any additional hardware/ software.		
10	HSM should have the ability to enable / disable policies by HSM commands which will be applicable for Application Users.		
11	The HSM device should be configurable to ensure high availability with standby appliance at DC & DR via the devices specific libraries and Synchronization of keys between HSMs should be on real-time basis .		
12	The device should support administration, management and maintenance of partitions like creating, modification, reading, deletion of partitions remotely without access to physical device.		
13	The device should support logging and viewing of logs of Signed and tamper-evident event based audit logs.		

Sr.No	Network HSM Specifications	Compliance Y/N	Comments/ Supporting Documents
14	The proposed Hardware security module should be a standalone network based (TCP / IP) appliance with 1G Ethernet ports with Port Bonding and should support operate with IPv4 & IPv6.		
<b>B</b>	<b>Cryptographic Algorithm Support</b>		
1	The HSM device should support Key Exchange Symmetric Algorithm: AES, ARIA, CAST, HMAC, SEED, Triple DES etc.,		
2	The HSM device should support for PKCS#11, CAPI, OpenSSL, JCE/JCA and REST API for administration etc.,		
3	The HSM device should support for Hash Message Digest HMAC, SHA1, SHA2 (512) and SM3 etc.,		
4	The HSM device should support various cryptographic algorithms like Asymmetric Key RSA (1024-4096 bits), DSA , (ECDSA, ECDH, Ed25519, ECIES) and KCDSA etc.,		
5	The HSM device should support BIP32 algo for Wallet encryption.		
<b>C</b>	<b>Other Specifications</b>		
1	Securing the HSM device it should support Multi-person MofN with both Remote and Local multi-factor authentication.		
2	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.		
3	Support: 24*7 OEM support for HSM is critical to meet the SLAs.		
4	Random Number Generation: should be designed to comply with AIS 20/31 to DRG.4 and compliant to NIST 800-90A , CTR-DRBG		
5	The HSM Device quoted should be compatible with all the Class-II & Class-III DSC (Digital Signature Certificate) issued from the Indian CAs (Certified Authorities).		
6	The successful bidder should use the existing Backup HSM and seamlessly migrate the keys from the existing HSM device to the newly proposed HSM. The existing applications should seamlessly work with the new HSM.		
7	The device should not have root or super-user access to HSM appliance in any way like No access to bash , ksh or any default terminal shells etc.,		
8	Mean Time Between Failure (MTBF) of the device should be more than 150,000 hrs		
9	The bidder should quote Network HSM, backup device and accessories with 1-year warranty, and 4 Year additional warranty on Network HSM, backup device and accessories.		
10	The HSM device should support Safety & Environmental Compliance like UL,CSA,CE ; FCC,CE,VCCI,C-TICK,KC Mark ; RoHS2, WEEE		

**Tender No: IDRBT/SYS/VR/120/2022 – 2023 dated 10<sup>th</sup> August, 2022**

**Technical Specification and Technical bid format for PCIe Card Based HSM**

<b>Sr.No</b>	<b>Technical Specifications for PCIe Card based HSM</b>	<b>Compliance Y/N</b>	<b>Comments/ Supporting Documents</b>
<b>A</b>	<b>General Specifications</b>		
1	The Hardware security module should be a PCIe card based and compatible with popular server hardware models.		
2	The HSM should support a minimum of 100 Transaction Signing per Second for RSA 2048 bits		
3	The HSM should be FIPS 140-2 level 3 and CC EAL 4+ certified modules, such certifications should be under the name of OEM supplying the HSM to IDRBT. All IDRBT keys including Private Keys should be stored and protected within Certified memory of HSM device for entire key life cycle.		
4	All IDRBT 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. The backup and restore operations should be supported with FIPS 140-2 level 3 HSM for Storing the Signing & Encryption Certificates.		
5	The HSM should have an ability to generate and store (Keys) at least 100 RSA keys (2048 ) onboard on demand and shall be secured signing inside HSM in accordance with FIPS 140-2 LEVEL 3 recommendations		
6	The required HSM must support PCI-Express CEM 3.0, PCI, PCI Express Base 2.0		
7	The HSM Should support all popular Operating Systems.		
<b>B</b>	<b>Cryptographic Algorithm and Support</b>		
1	The HSM device should support Key Exchange Symmetric Algorithm: AES, ARIA, CAST, HMAC, SEED, Triple DES, RCS, RC4, RC5, CAST etc.,		
2	The HSM device should support PKCS#11, CAPI, OpenSSL, JCE/JCA		
3	The HSM device should support Hash Message Digest HMAC, SHA1, SHA2 (512) and SM3		
4	The HSM device should support various cryptographic algorithms like Asymmetric Key RSA (1024-4096 bits), DSA , (ECDSA, ECDH, Ed25519, ECIES) and KCDSA etc.,		



Sr.No	Technical Specifications for PCIe Card based HSM	Compliance Y/N	Comments/ Supporting Documents
5	The HSM device should support BIP32 algo for Wallet encryption.		
<b>C</b>	<b>Other Specifications</b>		
1	The HSM should support Multi-person MofN with both Remote and Local multi-factor authentication for increased security and as per guidelines of CCA.		
2	Support: 24*7 OEM support for HSM is critical to meet the SLAs.		
3	The PCIe HSM should provide Random Number Generation to comply with AIS 20/31 to DRG.4 and also compliant to NIST 800-90A , CTR-DRBG		
4	The HSM Device proposed should be compatible with all the Class-II & Class-III DSC (Digital Signature Certificate) issued from the Indian CAs (Certified Authorities).		
5	HSM should have the ability to enable / disable policies by HSM commands which will be applicable for Application Users.		
6	The device should support logging and viewing of logs of Signed and tamper-evident event based audit logs.		
7	The successful bidder should use the existing Backup HSM and seamlessly migrate the keys from the existing HSM device to the newly proposed HSM. The existing applications should seamlessly work with the new HSM.		
8	The device should not have root or super-user access to HSM appliance in any way like No access to bash , ksh or any default terminal shells etc.,		
9	The Mean Time Between Failure (MTBF) of the device should be more than 150,000 hrs		
10	The bidder should quote PCIe Card HSM, backup device and accessories with 1-year warranty, and 4 Year additional warranty on PCIe Card HSM, backup device and accessories.		
11	The HSM device should support Safety & Environmental Compliance like UL,CSA,CE ; FCC,CE,VCCI,C-TICK,KC Mark ; RoHS2, WEEE		

Tender No: IDRBT/SYS/VR/120/2022 – 2023 dated 10<sup>th</sup> August, 2022

**Format for Deviations from Technical Specifications and Terms and Conditions of the RFP**

S.No.	RFP Clause	Technical Specification or terms and conditions in the Tender document	Deviation offered	Reasons and whether deviation adds to the operational efficiency in case of the systems
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**Note:**

- i. Above information in detail should be furnished in case of each system offered separately.
- ii. Also in case of deviations from any of the terms and conditions of the tender document should be specified.
- iii. If any deviations from the technical specifications are warranted, reasons for such variations should be specified and
- iv. Whether such variations add to improvement of the overall performance of the systems, if any, should be specifically mentioned and supported by relevant technical documentation as required above

Tender No: IDRBT/SYS/VR/120/2022 – 2023 dated 10<sup>th</sup> August, 2022 for Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based) at IDRBT.

**Commercial Bid Format**

(Amount in Rs.)

Sno	Description	Qty (a)	Unit Price (b)	Total Amount (c) = a*b	Taxes in % (d)	Taxes (e) =d*c	Total Amount (f)= e+c
<b>Network HSM Devices</b>							
1	Network HSM backup device and accessories, with 1 year warranty.	1					
2	4 Year additional warranty on (Sr.No 1) per annum	4					
3	Cost for Additional one partition for Upgrading the devices for Network HSM (Sr.No 1).	1					
<b>HSM PCIe Cards</b>							
4	HSM PCIe Card backup device and accessories, with 1 year warranty.	2					
5	4 Year additional warranty on (Sr.No 4) per annum	8					
	<b>Grand Total</b>						

**PERFORMANCE BANK GUARANTEE**

The Director,

Institute for Development and Research in Banking  
Technology, Road No. 1, Castle Hills,  
Masab Tank, Hyderabad –500057

Dear Sirs,

**PERFORMANCE BANK GUARANTEE – for Tender No: IDRBT/SYS/VR/120/2022 – 2023 dated 10<sup>th</sup> August, 2022 for Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based) at IDRBT.**

WHEREAS

M/s. (name of System Integrator), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the System Integrator), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into a Purchase Agreement dated..... (hereinafter, referred to as “the said Agreement”) with you (IDRBT) for **Supply, Installation and Maintenance of Hardware Security Modules (Network based & PCIe Card based) at IDRBT.** as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs..... (in words and figures), being 10% of the Contract Price of Rs. ... (in words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably

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guarantee you as under :

- I. In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs..... (in words and figures) without any demur.
- II. Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
- III. This Performance Bank Guarantee shall continue and hold good till the completion of the contracted period for the 'Total Solution' i.e. (date), subject to the terms and conditions in the said Agreement.
- IV. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Purchase Agreement until the completion of the contracted period for the Total Solution as per said Agreement.
- V. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honour the same without demur.
- VI. In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.
- VII. We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement

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to other claims, charges, rights and relief's, as provided in the said Agreement.

- VIII. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
- IX. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (IDRBT)
- X. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.
- XI. Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs..... (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the afore-said date of expiry of this guarantee.
- XII. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favour.
2. We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

- I. Our liability under this Performance Bank Guarantee shall not exceed Rs. .... (in words and figure) ;

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- II. this Performance Bank Guarantee shall be valid only up to ..... (date, i.e., completion of contracted period for the Total Solution) ; and
  - III. we are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before .... (date i.e. completion of the contracted period for the Total Solution).

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

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

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)

Designation

(Address of the Bank)

**Note:**

- a) This guarantee will attract stamp duty as a security bond under Article 54(b) of the Mumbai Stamp Act, 1958.
- b) A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.