



भारतीय रिज़र्व बैंक

RESERVE BANK OF INDIA

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RBI/ 2009-10/370

DIT (CO) Circular No. 7/09.63.08/2009-10

March 30, 2010

To All RTGS Members

Dear Sir,

Up-gradation of RTGS System to Windows 2008

Please refer to our circular DIT (CO) [Circular No. 5/09.63.08/2009-10](#) dated November 23, 2009 on the captioned subject.

2. The process of finalization of the Hardware Security Module system has now been completed. Safenet's Luna PCI Express 7000 HSM Card has been found to be compatible with the upgraded RTGS System in Windows 2008 server environment. This HSM card will be supplied by M/s.Safenet India Pvt. Ltd. Details of the vendor, rates for purchase of new HSM Card and buyback price of old HSM Card is given below.

Item	Particulars	Rate (Rs)
Vendor Name and Address	Safenet India Pvt Ltd 6 th Floor, Logix Techno Park, Tower C, Plot No.5, Sector 127 Taj Expressway Noida , Uttar Pradesh 201301	----
HSM Card Make and Model Number	Safenet Luna PCI Express 7000 HSM Card	5,20,000
Buyback Rate of old HSM Card	Buyback Price of old HSM Card (buyback of 1 no. of old HSM card against purchase of 1 no. of new HSM Appliance)	75,000
AMC Rate	Rate of AMC for 1 st , 2 nd & 3 rd year after expiry of 1 year warranty	8%

3. The rates are valid for a period of 3 years from April 1st, 2010 to March 31st, 2013. The price is inclusive of all taxes, however Octroi/ Entry Tax is payable extra at actuals.

The terms and conditions for purchase of HSM Cards is given in the Annexure. Contact details of the vendor is given below.

Sales

Name	Ashesh Thanawala	Dipti Khanna
Designation	Regional Sales Manager - SAARC	Sales Operations
Tel	+91-22-3240 2984	+91-120-4020500/555
Mob	+91-9820193422	+91-9717136490
Direct	+91-22-32402984	+91-120-4020825
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Technical

Name	Ruchin Kumar	Jeetendra Rongi
Designation	Sr. Solution Specialist - SAARC	RTGS Technical Project Manager
Tel	+91-120-4020500/555	+91-22-32402984
Mob	+91-9999555503	+91-9819760444
Direct	+91-120-4020889	+91-22-32402984
Email	Click here to send email	Click here to send email

4. You are also requested to inform us the status of your readiness with the required hardware and software infrastructure for RTGS migration by [email](#) latest by 15th April 2010.

5. Please acknowledge the receipt of this circular by return email.

Yours faithfully,

(M.K.Mall)
General Manager

Terms and Conditions

1. Delivery & Installation Period

The time schedule for completion of the activities from the date of placement of orders is as follows.

- i. Delivery: : 3 weeks
- ii. Installation and operationalisation : 1 week

2. Payment Terms

2.1. 90% payment will be made on satisfactory installation and acceptance of Safenet Luna PCI Express 7000 HSM Card and balance 10% on expiry of warranty period or on submission of Bank Guarantee of equivalent amount issued by a Scheduled Bank, valid till the end of the warranty period.

2.2. Payment for the Annual Maintenance will be made on half yearly basis, after completion of respective half year, on submission of invoice and customer satisfaction report

3. Completeness of the contract

The Warranty period will commence only on acceptance (based on acceptance test) of the HSM card after signing the Acceptance Test Plan (ATP) document jointly by the representatives from banks /other participants and the Engineer from Safenet India Pvt Ltd

4. Warranty & maintenance

4.1 Safenet India Pvt Ltd shall provide one year on-site comprehensive warranty covering all parts & labour from the date of acceptance of the systems. The HSM card/ should be repaired within 2 hours of reporting of the defect. In case of Safenet India Pvt Ltd failing to meet the above standards, a standby arrangement should be provided till the product is repaired.

4.2 During warranty & maintenance period, Safenet India Pvt Ltd shall ensure 100% uptime for the HSM cards. Helpdesk support on 24*7*365 basis should be provided.

4.3 Safenet India Pvt Ltd shall be responsible for all costs relating to spares, maintenance and transport charges from and to the Site in connection with the repair/replacement of the Products or any component/part there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

4.4 Safenet India Pvt Ltd shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer/ Vendor or any defect that may develop under normal use of supplied products during the warranty period.

5. Penalty for downtime

In case the HSM Card is reported to be not working, the same should be either fully repaired within 2 hours of reporting the defect. In case of Safenet India Pvt Ltd failing to meet above standards, a stand by arrangement should be provided till the card is repaired (of equivalent or higher configuration). In case Safenet India Pvt Ltd fails to meet the above standards of maintenance, there will be a penalty of Rs 1000/- per day and/ or the warranty/ AMC period will be extended by equal no. of days.

6. Repeated Failure

If, during the warranty period, the HSM Card 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 card by Safenet India Pvt Ltd at no extra cost.

7. Liquidated Damages for delayed supply

If Safenet India Pvt Ltd fails to deliver, install, operationalise the HSM card(s), or does not perform the service(s) within the time schedule stipulated in the Contract, the purchaser without prejudice to its other remedies under the Contract, levy, as liquidated damages, a sum equivalent to 0.5 percent of the total consideration amount for each and every calendar day of delay, subject to a maximum limit of 10 percent of the total purchase price. Such penalty will be deducted by the purchaser from the bills of the vendor OR from the Security Deposit. Reserve Bank may also consider termination of the Contract as per provisions of termination clause mentioned in the contract.