



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

Request for Proposal (RFP)

For

Supply and Maintenance of Desktops with Operating System for IDRBT.

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

February 2022

NOTE: This document contains 23 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 and Maintenance of Desktops with Operating System for 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.

Statement of Purpose

IDRBT invites sealed tenders for **Supply and Maintenance of Desktops with Operating System for IDRBT**. IDRBT is looking for bidders from reputed companies having previous experience in handling successfully similar projects for Banks/FI/ Insurance companies in India.

1. Introduction

Institute for Development & 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. Development & Research on Banking Technology.
2. The systemic requirements of the banking system
3. Offer training in banking technologies for Indian Banking sector
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 the main objective of this RFP is for **Supply and Maintenance of Desktops with Operating System for IDRBT** for upgrading IT Infrastructure of an academic lab and providing high uptime of the application services on 24x7 basis IDRBT staff.

3. Bid schedule:

Tender Reference number	IDRBT/SYS/VR/196/2021 – 2022
Issue of RFP	From 4 th February 2022
Pre-Bid meeting with Vendors	14 th February 2022 11:00 AM
Time and Last Date for receipts of bids	16 th March 2022 3:30 PM
Place of Opening tender offers	Institute for Development and Research in Banking Technology, Road No. 1, Castle Hills, Masab Tank, Hyderabad –500057.
Address of Communication	The Director, Institute for Development and Research in Banking Technology, Road No. 1, Castle Hills, Masab Tank, Hyderabad 500057
Contact Telephone Numbers	Phone : 040 – 23294010 Fax: 040 – 23535157

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 and Maintenance of Desktops with Operating System for IDRBT** as per Tender No

IDRBT/SYS/VR/196/2021 – 2022 dated 4th February 2022” & “Commercial Bid for **Supply and Maintenance of Desktops with Operating System for IDRBT** as per Tender No IDRBT/SYS/VR/196/2021 – 2022 dated 43rd February 2022” on or before 3:30 PM of 16th March 2022.

5. Bidders Eligibility Criteria

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

1. The Bidder shall provide evidence that it is a current legal entity.
2. The Bidder/System Integrator should be the authorized representative /partner of respective OEM products. The proof in support of the same must be enclosed.
3. The Bidder should have experience in the following fields:
 - a. **Supply and Maintenance of Desktops with Operating System** for the organizations.
4. The Bidder must warrant that key project personnel, should have minimum OEM certified engineers or equivalent certification on supplied Bill of Material, to be employed in this project have been sufficiently involved in similar past installation.
5. The bidder should be profit-making company.
6. The last three financial years' audited Balance Sheet and Profit and Loss reports shall be provided duly signed by concerned authorities.
7. The Bidder must demonstrate that it has been engaged in providing similar services for other large National /International Financial / Banking Institutions.
8. 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 by the Bidder in any large organization and having its offices/branches across India.
9. The Bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the Bidder considers that it does not affect its ability to deliver the RFP requirements, it shall provide details of the action(s).
10. 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.

11. Details regarding the fulfillment of the eligible criteria should be submitted as per Annexure – I.

4 Terms & Conditions:

1. All bids and supporting documentation shall be submitted in English.
2. 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. IDRBT will not take into consideration, any variation in the \$ price.
3. The **Supply and Maintenance of Desktops with Operating System for IDRBT** should be completed within 04 (Four) weeks from the date of purchase order.
4. The cost of bidding and submission of the bids is entirely the responsibility of the Bidders, regardless of the conduct or outcome of the tendering process.
5. IDRBT reserves the right to reject all or any of the quotations without assigning any reason thereof.
6. The bidder should work in close association with other vendors/service providers working for IDRBT.
7. The bidder should mandatorily quote for laptops under buy back on “**as is where is**” basis.
8. The decision of IDRBT shall be final.

5 Bidding Process

A two stage bidding procedure will be followed. The response to the present tender should be submitted in two parts i.e. the Technical Bid and the Commercial Bid.

a. The Technical Bid:

The Technical Specifications of Desktops and Software is enclosed as **Annexure II**. The bidders are required to submit a Technical Bid highlighting the features of proposed Bill of Material and compliance. The bidders can use the same Technical Bid format sheet for submitting Technical Bid compliance.

b. The Commercial Bid:

The bidders are required to submit a Commercial bid as per the Commercial Bid format enclosed as **Annexure III**.

In the first stage, only the ‘Technical Bids’ of those who fulfill the **Eligibility Criteria** will be opened and evaluated. Those bidders satisfying the technical requirements of **Annex – II** as determined by the IDRBT and as per the requirements/specifications and the terms and conditions of this document, shall be short-listed.

In Second Stage, Commercial bids of the technically qualified vendors 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.

The Bidder must organize the bid in accordance with the format specified in the tender document. The cost of bidding and submission of tender documents is the responsibility of bidders, regardless of the conduct or outcome of the tendering process.

The Bid is liable to be rejected if any commercial details are found along with the technical bid.

c. List of Annexures:

Sno	Formats	Description	Qty	Submission
1	Annexure - I	Bidder Eligibility Criteria	-	Mandatory
2	Annexure - II	Technical Specification for Desktops	8	Mandatory
3	Annexure – III	Commercial Bid Format	-	Mandatory
4	Annexure – IV	List of Buy back Desktops	30	Mandatory
5	Annexure – V	Manufacturer’s Authorization Form (MAF).	-	Mandatory
6	Form “A”	Performance Bank Guarantee.	-	Mandatory
7	Form “B”	Technical Deviation Statement.	-	Mandatory

Technical and Solution Requirement Specifications

Overview

The bidder is required to propose the Bill of Material supporting features/functionality as indicated in **Annexures**.

The Bill of Material shall be hosted at IDRBT, Hyderabad and Mumbai. In case any of hardware reaches its ‘End of Support’ date during the period of the contract, the Bidder shall be required to replace the hardware. The bidder will bear the cost of replacing all hardware.

6 Scope of Work

The minimum specified scope of work to be undertaken by the selected bidder is mentioned below:

1. The “Scope of Work” will include **Supply, Installation, Support/Services and Maintenance of Hardware and Software for IDRBT at Hyderabad.**
2. Supply of Bill of Material as per technical specification mentioned in **Annexures II** of this RFP.
3. The Successful bidder has to Supply, Installation, Support/Services and Maintain the following for IDRBT at Hyderabad and Mumbai.

3.1 Desktops

- a. Should supply and integrate desktops with LAN network.
- b. Should enable communication between the following in the virtual environment.
 - i. LAN to Servers and Virtual Machines.
 - ii. Between Virtual Machines
 - iii. Virtual Machine to LAN and WAN Network.

4. The proposed solution should be agnostic to the underlying hardware, storage, network, operating system, and Hypervisors. In addition, it should integrate with the existing infrastructure management setup currently deployed at IDRBT.
5. The bidder 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 and AMC period.
6. The bidder to have back-to-back arrangement with OEM for Warranty and AMC, Certificate for the same to be provided along with Technical bid. A Letter of warranty and support from respective Original Equipment Manufacturer's (OEM) shall also be submitted in addition to a letter from respective Manufacturer's Authorization Form for the contract period.
7. The OEMs should also provide certificate that all Equipment's offered are not be declared End of Life and End of Support for a minimum of 6 years from the date of acceptance.
8. The bidder to provide all necessary hardware and software required to make this solution work strictly as per following technical specifications. The specifications given are minimum. Bidder can quote equivalent or higher technical specifications to the IDRBT's requirements. However, no weight age would be given for higher configurations.
9. The successful bidder will be required to provide AMC services after expiry of 3-year warranty period from the UAT/acceptance of the solution. The bidder at his own cost, including the cost of transport, shall replace defective hardware, as under:
10. IDRBT shall promptly notify the successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall within reasonable time, repair or replace the defective products or part thereof without cost to the IDRBT.
11. System 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.

7 User Acceptance Test

The implementation shall be deemed as completed in all respects only after

- a. as per the intent of this RFP;
- b. Enabling all the functionalities mentioned therein, i.e., go-live; and

- c. All the related trainings are completed and post training assessment carried out by IDRBT
- d. 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.

8 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**.

9 Correction of Errors

Arithmetic errors in bids will be treated as follows:

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

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.

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

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.

10 Confidentiality

Bidder agrees that all mails, data, financial, mail 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

11 Right to Verification

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

12 Insurance

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.

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.

13 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.

a)	Delivery	≤ 4 Weeks
b)	Installation and Operationalization	≤ 1 Week

14 Warranty & AMC

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.

- a. Desktops with 3 Warranty

15 Payment Terms:

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 to that effect by the Institute.
2. 10 percent (10%), would be payable after successful warranty period is over from the date of acceptance or payable against PBG of the contracted sum valid for 3 years.
3. All payments will be released based on separate invoices submitted to Institute by the vendor.

16 Obligations of Successful Bidder

- a. The successful bidder has to supply all the components, services and licenses to make solution complete and operational.
- b. The successful bidder is liable to supply, install and maintain any new location(s), which may come up in future anywhere in the country under this RFP, within the contract period. The successful bidder shall clearly specify warranty period and AMC for the remaining period of the contract period. The warranty/any benefit from the OEM shall be passed on to IDRBT directly.

- c. 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.
- d. The successful bidder to ensure that during implementation of complete, the critical services hosted at IDRBT, Hyderabad and Mumbai shall not face any downtime due to security breach, security incident, improper configuration of security units/appliances/ components.

17 Order Cancellation:

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

18 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.

19 Repeated failure

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 Desktop 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.

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 vendors participating in the tendering process would be informed in writing and sufficient time would be provided to adhere to such change/amendment

20 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.

21 Indemnification

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

22 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.

23 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, 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.

24 Jurisdiction

The jurisdiction of the courts shall be Hyderabad.

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

Annexure I

Tender No IDRBT/SYS/VR/196/2021 – 2022 dated 3rd February 2022 - Supply and Maintenance of Desktops with Operating System for IDRBT.

Sno	Bidders Eligibility Criteria	Full Compliance (Y/N)	Provide Documentary evidence
1	The Bidder shall provide evidence that it is a current legal entity.		
2	The Bidder/System Integrator should be the authorized representative /partner of respective OEMs. The proof in support of the same must be enclosed.		
3	The Bidder should have experience in the following fields: Supply and Maintenance of Desktops with Operating System for the organizations across India.		
4	The Bidder must warrant that key project personnel, should have minimum OEM certified engineers or equivalent certification on supplied Bill of Material, to be employed in this project have been sufficiently involved in similar past installation.		
5	The bidder should be profit-making company.		
6	The last three financial years' audited Balance Sheet and Profit and Loss reports shall be provided duly signed by concerned authorities.		
7	The Bidder must demonstrate that it has been engaged in providing similar services for other large National /International Financial / Banking Institutions.		
8	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 by the Bidder in any large organization and having its offices/branches across India.		
9	The Bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the Bidder considers that it does not affect its ability to deliver the RFP requirements, it shall provide details of the action(s).		
10	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.		
11	Details regarding the fulfillment of the eligible criteria should be submitted as per Annexure – I.		

Annexure – II

Tender No IDRBT/SYS/VR/196/2021 – 2022 dated 3rd February 2022 - Supply and Maintenance of Desktops with Operating System for IDRBT.

Technical Specification and Technical bid format for Desktops

Sl. No	Parameter	Specification for Desktops	Complied (Y/N)	Comments
1	Make	Bidder to specify		
2	Model	Bidder to specify		
3	Quantity	8		
4	CPU	Core i9 10 th Generation, 8 Cores or equivalent		
5	Motherboard & Chipset	Latest Intel chipsets Compatible with Sr. No 5 (CPU)		
6	RAM	Minimum 64 GB RDIMM, 3200MT/s, Dual Rank with 30% free slots for upgrade		
7	Graphic Card	Nvidia 1660Ti GPU or equivalent with minimum 6Gb Memory		
8	Disk Drives	SSD: Minimum 1 x 512GB SATA 2.5" Fixed SSD HDD: Minimum 1 x 2 TB		
9	Monitors	27" LED Monitor with 1920 x 1080 Resolutions, bezel-less LED, Full HD Monitor with HDMI Ports, and DPI ports. (With HDMI cables)		
10	USB Port	Minimum 4 USB 3.0 ports (including one Type C) or more.		
11	Peripherals	Standard OEM USB Keyboard and Mouse		
12	Network Cards	1x1G (default onboard) and 1x10G Gigabit Ethernet LAN Ports		
13	Power Supply	Power Supply with necessary cables/cords.		
14	Delivery	The bidder shall provide all the necessary tools & tackles licenses, cables / connectors for Ethernet / Fibre / USB / Power etc. required for making the system operational.		
15	Warranty/Support	3-year onsite warranty.		
16	Operating System	MS Windows 10 Pro		
17	Security	Should have Security cable slot Trusted Platform Module TPM2.0		
18	Certification	Energy Star, EPEAT , MS Windows 10, FCC, CE, Rohs Certificate, BIS Certificate, UL Certificate for safety		
19	Information Accessibility	Brochure and specification sheets of the product to be available in public domain		
20	Buy-back	The bidders propose buy-back price of the 30 laptops on "as is where is" basis.		

Annexure – III**Commercial Bid Format - Tender No IDRBT/SYS/VR/196/2021 – 2022 dated 3rd February 2022
- Supply and Maintenance of Desktops with Operating System for IDRBT.**

Sno	Description	Qty (a)	Unit Price (b)	Total Amount in Rs (c) = a*b	Taxes in % (d)	Taxes e=d*c	Total Amount in Rs f= e+c
1	Desktops	8					
2	Buy-back of Laptops (-)	30					
3	Grand Total in Rs Inc taxes						

Annexure - IV

Tender No IDRBT/SYS/VR/196/2021 – 2022 dated 3rd February 2022 - Supply and Maintenance of Desktops with Operating System for IDRBT.

List of Buy back Desktops on “as is where is” basis

S.No	Laptop Model	Serial No	Date Of Purchase
1	HCL ME M1014	5121AE259347	May,2013
2	HCL ME M1014	5121AE259348	
3	HCL ME M1014	5121AE259350	
4	HCL ME M1014	5121AE259351	
5	HCL ME M1014	5121AE259352	
6	HCL ME M1014	5121AE259353	
7	HCL ME M1014	5121AE259361	
8	HCL ME M1014	5121AE259355	
9	HCL ME M1014	5121AE259356	
10	HCL ME M1014	5121AE259357	
11	HCL ME M1014	5121AE259358	
12	HCL ME M1014	5121AE259359	
13	HCL ME M1014	5121AE259360	
14	HCL ME M1014	5121AE259373	
15	HCL ME M1014	5121AE259362	
16	HCL ME M1014	5121AE259363	
17	HCL ME M1014	5121AE259364	
18	HCL ME M1014	5121AE259365	
19	HCL ME M1014	5121AE259366	
20	HCL ME M1014	5121AE259367	
21	HCL ME M1014	5121AE259368	
22	HCL ME M1014	5121AE259370	
23	HCL ME M1014	5121AE259371	
24	HCL ME M1014	5121AE259372	
25	HCL ME M1014	5121AE259374	
26	HCL ME M1014	5121AE259375	
27	HCL ME M1014	5121AE259376	
28	HCL ME M1014	5121AE259369	
29	HCL ME M1014	5121AE259349	
30	HCL ME M1014	5121AE259354	

MANUFACTURER’S AUTHORISATION FORM (MAF)

No. _____ Dated _____

To

Tender No IDRBT/SYS/VR/196/2021 – 2022 dated 3rd February 2022 - Supply and Maintenance of Desktops with Operating System for 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.

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/196/2021 – 2022 dated 3rd February 2022 - Supply and Maintenance of Desktops with Operating System for 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 and Maintenance of Desktops with Operating System for 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 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 aforesaid 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 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) ;
- 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.

Form "B"

Technical Deviation Statement

Tender No IDRBT/SYS/VR/196/2021 – 2022 dated 3rd February 2022 - Supply and Maintenance of Desktops with Operating System for IDRBT..

The following are the particulars of deviations from the requirements of the tender specifications:

Sno	Clause	Annexure No	Deviation	REMARKS (Including justifications)

The technical specifications furnished in the bidding document shall prevail over those of any others document forming a part of our bid except only to the extent of deviations furnished in this statement.

Dated -----

Signature and seal of the

Bidder

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".