



REQUEST FOR PROPOSAL (RFP)

for

**Selection of Internet Service Providers for availing Internet Links
with DDoS as service at DC & DR sites for a period of 5 years**

RFP Reference No.	GEM/2025/B/6991495
RFP Issuance Date	11/12/2025
Last Date of request for Queries/ Clarifications	18/12/2025 at 05:00 PM
Last Date for receipt of bids	02/01/2026 at 03:00 PM
Date and time of opening Technical bids	02/01/2026 at 03:30 PM

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SCHEDULE [A]: IMPORTANT DATES AND INFORMATION ON RFP SUBMISSION

S. No	Particulars	Timeline
1	Issuance Date of RFP (Date of RFP Issuance)	11-12-2025
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries / clarifications)	18-12-2025 05:00 PM Format for seeking clarification is enclosed as Annexure-X. Queries received after cutoff time will not be entertained. Prebid queries to be submitted the following mail ID - <u>procurement@apgb.bank.in</u>
3	Pre-bid Meeting Date and Time (Virtual Mode)	Based on the clarification sought by the bidders through mail, bank may take decision to conduct online/virtual meeting for pre bid queries.
4	Last Date of Submission/ Closing Date in GeM portal (Last Date of Submission of RFP Response)	02-01-2026 03:00 PM for For Offline submission of documents listed in Sl. No. 8 below, the sealed envelope shall be addressed to the Bank and to be delivered at the address below. The General Manager-IT, Andhra Pradesh Grameena Bank Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh, 522002
5	Eligibility cum Technical Bid Opening Date	02-01-2026 03:30 PM
6	Reverse Auction	The commercial bids submitted by the bidders will be opened as per GeM terms and the reverse auction will be conducted among those bidders who satisfy the eligibility criteria and qualify in technical evaluation. Further H1 elimination may be done as per the GeM guidelines defined in the GeM Bid Document (if more than 3 bidders are technically qualified).
7	Online Bid Submission Details	Documents to be submitted only through Government e-Market Place (GeM) portal. Except documents listed below in Sl. No. 8 only to be submitted in offline physical mode.



8	Documents to be submitted physically by Bidders	<p>1. Bid Security (EMD) for Rs.10,00,000/- to be submitted in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised/ scheduled commercial Bank located in India (other than Andhra Pradesh Grameena Bank) in favour of “Andhra Pradesh Grameena Bank” payable at Guntur. BG should be valid for 180 days from the last date for submission of the Bid (in the format provided at annexure V) (or) Fund transfer to be made in the account as detailed under.</p> <p>The bidder has the provision to remit the Earnest Money Deposit through online mode to below mentioned account for this RFP (No interest will be paid).</p> <p>Fund transfer account details:</p> <p>Account Name : APGB Account No : 79991025400017 IFSC Code : UBIN0CG7999</p> <p>2. Pre-Contract Integrity Pact (on stamp paper). This has to be submitted in non-judicial Stamp Paper of INR 200 or above. The same to be sent to Bank’s below mentioned address.</p> <p>The General Manager-IT, Andhra Pradesh Grameena Bank Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh, 522002</p>
9	Contact details of the Bank Officials	<p>1. S Vamsi, HOD-IT 2. Raghav Vellore - Sr. Manager -IT Mobile: 9281404943/42 Email: Procurement@apgb.bank.in Website: https://www.apgb.bank.in</p>



The RFP document can also be downloaded from:

**Bank's website: <https://www.apgb.bank.in/tenders> and
Government e- Market Place (GeM) portal**

Clarifications, modifications and date of extensions, if any, will be published in the Bank's website and GeM portal only.

- I. Note: Andhra Pradesh Grameena Bank, does not take responsibility of any bid/ offer damaged/ lost in transit/ delivered at incorrect address prior to its receipt at the Bank's designated office.
- II. Bank will follow two bidding system. Part-I (Technical Bid) of the bid contains compliance details of the eligibility, Technical Specifications and terms & conditions set in the RFP document (including annexures) for which proposal/ quotation is called for. Bids have to be submitted in **online mode only** through **Government e- Market Place (GeM) portal** along with physical submission of certain documents at designated office as mentioned in Point No. 8 of Schedule [A] (Important Dates and Information on RFP Submission). Further, Bidders must submit their commercial bid as per the format given in the RFP (as per Part-II of Section-V) along with the technical bid on the e procurement (GeM) portal. Technical bids submitted by all the bidders will be evaluated and only technically qualified bidder's commercial bid will be opened and reverse auction will be conducted among the technically qualified bidders (after H1 elimination, as applicable) for finalization of the commercial quotes.
 1. Bidders should enrol/ register themselves on Government e- Market Place (GeM) portal before participating in bidding. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Except as provided in this RFP, any document sent by any other mode will not be accepted.
 2. Documents which are to be uploaded online are required to be duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/ or if there is any deviation or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection.
 3. The price quoted should be unconditional and should not contain any string attached thereto. Bid, which do not confirm to our eligibility criteria and terms & condition, will be liable for rejection.
- III. The RFP document (along with addendums, if any) needs to be signed and stamped by the authorized signatory of Bidder and it must be submitted along with the Technical Bid as an evidence of having read and understood the contents of RFP and its addendums (if any).
- IV. Time wherever mentioned in this RFP is as per Indian Standard Time. The above dates and timelines are tentative and subject to change with prior notice or intimation. If a holiday is declared on the dates fixed for submission of bids, opening of bids (Technical or Commercial) or presentation, the same shall stand revised to the next working day at the specified time and place unless communicated otherwise.

This RFP is issued by:

General Manager-IT,
Andhra Pradesh Grameena Bank
Door. No, 5-37-234,
4th floor, Raghu Mansion,
4/1 Brodipet, Guntur, Andhra Pradesh - 522002



SCHEDULE [B] GLOSSARY OF TERMS

i) Following terms are used in the document interchangeably to mean:

1. Bank refers to “Andhra Pradesh Grameneen Bank (APGB)” including its Branches, Administrative offices, Data Centre (DC/Primary Site), Disaster Recovery Site (DR), processing centres/ HUBS, cells and all other units and establishments etc.
2. Recipient, Respondent, Consultant, Consultancy firms, Bidder, Applicant mean the respondent to the RFP document.
3. RFP means the “Request for Proposal” document.
4. Proposal, Bid mean “Response to the RFP Document”.
5. Tender means RFP response documents prepared by the Bidder and submitted to “Andhra Pradesh Grameneen Bank”.
6. Selected bidder and the Bank shall be individually referred to as “party” and collectively as “parties”. The terms, Successful bidder and the Bank are also referred as Supplier/ Service provider and Vendor respectively.
7. The terms “Bid” & “Quote/ Quotation” bear the same meaning in this RFP.
8. Unless contrary to the context or meaning thereof, Contract or agreement wherever appearing in this RFP shall mean the contract to be executed between the Bank and the successful bidder.
9. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and words denoting natural persons include artificial legal persons and vice versa.

ii) Other Terms and abbreviations:

Sl. No.	Terms used in the RFP	Terms and abbreviations
1	GOI	Government of India
2	RBI	Reserve Bank of India
3	IBA	Indian Banks' Association
4	GFR	General Financial Rules
5	POA	Power of Attorney
6	IMPS	Immediate Payment Service
7	NEFT	National Electronic Funds Transfer
8	RTGS	Real Time Gross Settlement
9	CTS	Cheque Truncation System
10	IEM	Independent External Monitor
11	DPIIT	Department for Promotion of Industry and Internal Trade



12	MSE	Micro and Small Enterprises
13	MSME	Micro, Small & Medium Enterprises
14	LLP	Limited Liability Partnership
15	OEM	Original Equipment Manufacturer
16	EMD	Earnest Money Deposit
17	GeM	Government e-Market Place
18	PBG	Performance Bank Guarantee
19	SOW	Scope of Work
20	TCO	Total Cost of Ownership
21	GST	Goods and Services Tax
22	APGB	Andhra Pradesh Grameena Bank
23	DC	Data Center, Hyderabad
24	DR	Disaster Recovery, Chennai

Any term used in this document and not specifically defined herein will have the same meaning as provided in relevant RBI regulations and/ or RBI/ IBA guidelines and in case of any dispute the decision of the Bank shall be final and binding.

Confidentiality:

This document is meant for the specific use by the Bidder/s to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Andhra Pradesh Grameena Bank expects the Bidders or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidder/s do hereby undertake that they shall hold the information received by them under this RFP process or the contract “in trust” and they shall maintain utmost confidentiality of such information. The Bidders have to agree and undertake that (a) They shall maintain and use the information only for the purpose as permitted by the Bank (b) To strictly allow disclosure of such information to its employees, agents and representatives on “need to know” basis only and to ensure confidentiality of such information disclosed to them. The Bidders will be held responsible for any misuse of information contained in this document or obtained from the Bank during course of RFP process, and liable to be prosecuted by the Bank in the event such breach of confidentiality obligation is brought to the notice of the Bank. By downloading the document, the interested parties are subject to confidentiality clauses.



SCHEDULE [C] DISCLAIMER

The information in this Request for Proposal (“RFP”) document provided to bidders or applicants whether verbally or in documentary form by or on behalf of Andhra Pradesh Gramenea Bank, is under the terms and conditions set out in this RFP document and shall also be subject to all other terms and conditions to which such information is generally made available. This RFP document is not an agreement, offer or an invitation by Andhra Pradesh Gramenea Bank to enter into an agreement/ contract in relation to the service but is meant for providing information to the applicants who intend to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). This RFP is designed with the purpose to assist the applicants/ Bidders to formulate their proposal and does not claim to provide all the information that may be required by the applicants/ Bidders.

Each Bidder may conduct its own independent investigation and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP. Andhra Pradesh Gramenea Bank and its directors, officers, employees, respondents, representatives, agents, and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updation, expansion, revision, and amendment. It does not purport to contain all the information that a Bidder may require. Andhra Pradesh Gramenea Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the bidders or any of their respective officers/ employees or published in the Bank’s website and/ or GeM portal. It is also understood and agreed by the Bidder/s that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

It shall be the duty and responsibility of the Bidders to ensure about their legal, statutory and regulatory eligibility and other competency, capability, expertise requisite for them to participate in this RFP process and to provide all the services and deliverables under the RFP to the Bank.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its proposal. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

Andhra Pradesh Gramenea Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank’s Website and GeM Portal and it will become part and parcel of RFP.

Andhra Pradesh Gramenea Bank reserves the right to reject any or all the bids/ proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Andhra Pradesh Gramenea Bank shall be final, conclusive and binding on all the parties.



SCHEDULE [D] GENERAL INFORMATION

Andhra Pradesh Grameneen Bank (hereinafter called the “Bank”) is floating Request for Proposal (RFP) for Internet links connecting the Bank’s Data Centre and DR site.

Bidders are hereby advised to carefully review and submit all relevant information in the same chronology under the relevant sections only, with their RFP responses.

Details of the objectives, scope of the services, eligibility and qualification criteria, technical specifications, data & documents required (if any) to be submitted along with RFP. Criteria that would be adopted for evaluation of the responses for shortlisting and other information is contained in the RFP document.

The RFP document can be downloaded from GeM portal or from the Bank’s website www.apgb.bank.in/tenders.



SECTION - I

REQUEST FOR PROPOSAL (RFP)

Andhra Pradesh Gramenea Bank Bank is a Regional Rural Bank having 1351 branches network in all districts of Andhra Pradesh and its office is located at Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Andhra Pradesh Gramenea Bank, Guntur, Andhra Pradesh.

The Bank is interested in selection of service providers for Providing internet connectivity at Bank's Data Centre and DR site along with DDoS Mitigation services for Andhra Pradesh Gramenea Bank by floating Tender through GeM portal for period of 5 years.

In connection to this, Bank invites sealed offers ('Eligibility cum Technical Proposal/ Bid' and 'Commercial Proposal/ Bid') for selection of service provider as per Bank's requirement and in compliance with the Terms & Conditions, Specifications and Scope of Work described in this document.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the supply and services. The provision of the supply and services is subject to observance of selection process and appropriate documentation being agreed between Bank and the successful bidder as identified by the Bank, after completion of the selection process as detailed in this document. This RFP is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. The Bidders should enrol/ register themselves on GeM portal before participating in bidding. **Except for the documents required to be submitted in physical form to the Bank, Bids have to be submitted online only through GeM portal.** The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFP. The Commercial Bid (Part II) will be submitted separately along with the bid document.

Interested eligible bidders may submit their quotation for Providing internet connectivity at Bank's Data Centre and DR site along with DDoS Mitigation services, as per the following procedure:

1. Bidders should Apply through GeM Portal only. **All the documents in support of eligibility criteria, technical specifications, annexures etc. are also to be scanned and uploaded along with the tender documents.** Bid Documents submitted/ sent by any other mode will not be accepted.
2. **Part-I** contains compliance details of the specifications for which Bid is called for. No column shall be left blank or altered.



3. **Part-II** - Contains format for Commercial Bid. After technical evaluation, intimation regarding Reverse Auction will be given to all qualifying bidders through e-mail alert from GeM Portal to the eligible bidders.
4. Part-I (as per Section-V-Technical Specifications) & Part-II (as per Section -V - Commercial bid) to be uploaded online duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFP. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/ or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted in the Commercial bid should be unconditional and should not contain any strings attached thereto. The bids which do not conform to our specifications will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.
5. Bank has the right to accept or reject any quotation/ cancel the tender at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment/ alteration/ extension before the last date of receipt of bid.

6. **MAKE IN INDIA**

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no. DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020 and subsequent revision order no. P-45021/2/2017-PP (BE-II)-Part(4) Vol. II dated 19/07/2024 & its clarifications/amendment (if any).

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.

i. Definitions: For the purpose of this RFP

- a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.
- c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.



- d. ‘Non - Local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.
- e. ‘L1’ means the lowest tender or lowest bid or the lowest quotation received in an RFP, bidding process or other procurement solicitation as adjudged in the evaluation process as per the RFP or other procurement solicitation.
- f. ‘Margin of purchase preference’ means the maximum extent to which the price quoted by a “Class-I local supplier” may be above the L1 for the purpose of purchase preference.

ii. Eligibility of ‘Class-I local supplier’/ ‘Class-II local supplier’/ ‘Non-local suppliers’ for different types of procurement

- a. In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only ‘Class-I local supplier’, as defined under the Order, shall be eligible to bid irrespective of purchase value.
- b. In procurement of all goods, services or works, not covered by sub-para ii(a) above, and with estimated value of purchases less than Rs 200 Crore, in accordance with Rule 161 (iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only ‘Class-I local supplier’ and ‘Class-II local supplier’, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, ‘Non-local suppliers’ shall also be eligible to bid along with ‘Class-I local suppliers’ and ‘Class-II local suppliers’.

iii. Purchase Preference

- a. Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to ‘Class-I local supplier’ in procurements undertaken by bank in the manner specified here under.
- b. In the procurements of goods or works which are covered by para ii (b) above and which are divisible in nature, the ‘Class-I local supplier’ shall get purchase preference over ‘Class-II local supplier’, as per following procedure:
 1. In case there is sufficient local capacity and competition for the item to be procured, as noted by the nodal ministry, only class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only ‘Class-I local suppliers’



2. In other cases, 'Class II local suppliers may also participate in the bidding process along with 'Class-I local suppliers' as per provisions of this Order.
3. If 'Class-I local suppliers' qualify for award of contract for at least 50% of the tendered quantity, the contract will be awarded to all the qualified bidders as per the award criteria stipulated in the bid document. However, in case 'Class-I local suppliers' do not qualify for award for contract for at least 50% of the tendered quantity, purchase preference will be given to the 'Class-I local suppliers' over 'Class-II local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
4. First purchase preference will be given to the lowest quoting 'Class-I local suppliers', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local suppliers', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local suppliers', falling within 20% margin of purchase preference, and so on.
5. To avoid any ambiguity during bid evaluation process, Bank may stipulate its own RFP/ tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local suppliers' within the broad policy guidelines stipulated in sub-paras above.

iv. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

v. Verification of Local Content:

- a. The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs 10 crores, the 'Class-I Local Supplier/' Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.



- c. False declarations will be in breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.
- vi. If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advise of nodal ministry.

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being Supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.” Declaration to be submitted by bidder as per Annexure-XIII.

7. Bank will also provide benefits to Micro and Small Enterprises (MSEs) as per the guidelines of public procurement policy issued by Government of India. The bidders to submit declaration for claiming MSE Benefits as per Annexure-IX. Bank will also provide relaxation to Start-ups as defined in the RFP document. For claiming the same bidder has to submit its valid Startup- certificate.

8. RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA:

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV/ Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines



of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs (MEA).

“The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority”

Definitions pertaining to “Restriction of Bidders from Countries sharing Land Borders with India” Clause Bidder” (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

“Bidder from a country which shares a land border with India” means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

“Beneficial owner” will be as under:

- i. In case of a company or Limited Liability Partnership (LLP), the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

- a. “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or share-holders’ agreements or voting agreements;

- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has



ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

9. Please note that

- (i) The cost of preparing the bids, including visit/ visits to the Bank is not reimbursable.
- (ii) Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.
- (iii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/ all bid/s or cancel the tender at any point without assigning any reason therefor.
- (iv) All pages of the Bid document, Clarifications/ Amendments, if any, should be signed by the Authorized Signatory under the seal of the bidder company/ firm and to be uploaded with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company/ firm should also be attached along with the technical bid.
- (v) The Authority/ Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- (vi) Nothing in this RFP shall obligate either Party to enter into any further Agreements.

After technical evaluation, Bank will initiate the reverse auction among the eligible bidders for finalization of commercial bids.



SECTION-II INSTRUCTIONS TO BIDDERS

1. Introduction

The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank in terms of this RFP. Failure to furnish all information required in the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank shall not be responsible for the same.

2. Pre-Bid Queries:

The Bidder is requested to submit any queries/ clarifications to the Bank to the following email ids on or before **18-12-2025 05:00 PM**. Format for seeking clarification is enclosed as Annexure-X. Queries received after cutoff time will not be entertained.

Email id : procurement@apgb.bank.in

The text of the questions raised (without identifying the source of enquiry), the responses given and clarifications together with amendment to the bid document, if any, will be ported in websites: <https://www.apgb.bank.in/tenders> and GeM portal.

Based on the clarification sought by the bidders through mail, Bank may take decision to conduct online/virtual meeting for pre bid queries.

3. Amendment of bidding documents

- 3.1 At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify/ cancel/ extend/ amend the Bidding Document by modification(s)/ amendment(s).
- 3.2 The amendments & clarifications if any, will be published in Bank website and in the GeM Portal and will form part of the Bidding document.
- 3.3 Any bid submitted by a bidder under this RFP process cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.
- 3.4 No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity. In the event of withdrawal of the bid by bidders, default bidder will be suspended from participating in future tenders of bank.
- 3.5 No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.



4. Technical Bid

The Bidder shall furnish as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract.

The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction that, the Bidder has the financial and technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements.

Any bid document not accompanied by the above will be rejected.

5. Commercial Bid

At the time of submission of technical bid, Bidder has to submit the commercial bid. The commercial bids submitted by the bidder will be considered as the sealed online bid for the RFP. The commercial bids of technically qualified bidders will be opened by Bank and reverse auction will be conducted for the RFP. The GeM may eliminate the H1 bidders from the reverse auction process as per the elimination rule defined in the GeM bid document and intimation will be sent by GeM to those bidders who are eligible for the reverse auction, after H1 elimination. The final price quoted by bidders during reverse auction will be taken as the commercial offer of that bidder. In case bidder/s doesn't quote any price in the reverse auction, then Bank will consider the online commercial bid submitted by bidder/s at the time of technical bid as their final commercial offer (as per GeM terms) and bid will be evaluated accordingly.

6. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder/s. The request for clarification and the response shall be in writing/ by email, and no change in the substance of the bid shall be sought, offered, or permitted.

The Bidder shall make his/ her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/ or interpretation. Although certain information is provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

7. Bid Security (Earnest Money Deposit)

The Bidder should submit at the time of online submission of Bid, as part of its bid, a bid security/ EMD in the form of DD/ Fund transfer/ Bank Guarantee issued by a Scheduled Commercial Bank located in India (other than Andhra Pradesh Gramenea Bank), in the form provided in the Bidding Documents (Annexure-V) for a sum of **Rs.10,00,000 (Rupees Ten lakhs Only)** valid for **180 days** from the last date of bid submission. Bank



may seek extension of Bank Guarantee, if required. Relaxation if any, extended by GOI/ competent authorities for furnishing the EMD shall be passed on to the bidders.

Unsuccessful Bidders' Bid Security will be discharged or returned once the procurement process is completed. The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the performance security.

The bid security may be forfeited if:

- a) Bidder withdraws its bid during the period of bid validity or does not accept the correction of errors in accordance with the terms of RFP;
or
- b) In the case of a successful Bidder, if the Bidder fails or refuses to sign the Contract within the specified time from the date of issue of purchase order, or fails or refuses to furnish performance security.

8. Evaluation Criteria

Bid evaluation methodology that Andhra Pradesh Grameena Bank is adopting is given below:

Opening of bids:

➤ Opening of Eligibility cum Technical bid

- a) The Eligibility cum Technical bid shall be opened by Bank as per the schedule mentioned in the RFP document.
- b) Bank however reserves the right to change the date & time for opening of Eligibility cum Technical bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the bidders by putting up on the Bank's website.
- c) Bidders who qualify the eligibility criteria, technical specification will be called as technically qualified bidder.

➤ Opening of Commercial bid

After eligibility cum technical bid evaluation is completed, Bank will open commercial bids of eligible and technically qualified bidders only, as per GeM term. Subsequently Bank will conduct the reverse auction among the technically qualified bidders as per the terms & conditions mentioned in RFP/GeM.

➤ Evaluation of Bids

The evaluation/ selection process will be done with **combination of eligibility, technical competence and commercial aspects** as detailed here below.

➤ Eligibility Evaluation

Eligibility evaluation will be done to ascertain the eligibility of the vendor/ service provider/ system integrator to bid for the project. Only those bidders who fulfil the minimum eligibility criteria mentioned under next heading will proceed to the next step.



8.1 Eligibility Criteria

The bidder must fulfil the criteria mentioned in the table below in order to bid for this RFP:

S. No.	Eligibility Criteria	Supporting Documents
1	The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 5 years from the date of issuance of RFP.	Copy of the Partnership deed / Bye Law / Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association.
2	The net worth of bidder firm should not be negative on 31/03/2025 and also should not have eroded by more than 30% (thirty percent) in the last three financial years (2022-23, 2023-24 & 2024-25), ending on 31/03/2025.	Copy of audited financial statements/certificate from CA with Net worth details of three financial years need to be submitted
3	<p>The average annual turnover of the Bidder should be Rs.20 crore or above in last three financial years (2022-23, 2023-24 & 2024-25).</p> <p><i>Relaxation only for MSE/ Start-up:</i> The average annual turnover of the MSE/Start-up Bidder should be Rs. 10 crore or above in last three financial years (2022-23, 2023-24 & 2024-25).</p>	Copy of audited financial statements/certificate from CA with Turnover details of three financial years need to be submitted as per Annexure XI.
4	<p>Bidder should have provided at least one link of 1 Gbps or above Internet bandwidth with DDoS as service to atleast any two of the following: Public Sector Banks/Private Banks/ Regional Rural Banks (RRBs) / Financial Institutions in India during last three years ending 31.03.2025 and supporting the link currently.</p> <p><i>Relaxation only for MSE/ Start-up:</i> The MSE/Start-up Bidder should have provided at least one link of 1 Gbps or above Internet bandwidth with DDoS as service to atleast any one of the following: Public Sector Banks / Private Banks/ Regional Rural Banks (RRBs) / Financial Institutions in India during last three years ending 31.03.2025 and supporting the link currently.</p>	Copy of the purchase order along with proof of supply from the organizations to be submitted



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ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

5	<p>The Bidder or any of its sister concern company should not have been debarred/ blacklisted by the Govt. Departments/ Regulatory Agencies / PSU /Banks/Financial Institutions during last three years as on date of submission of bid.</p> <p>Bidder should also not have been insolvent / bankrupt at the time of bid submission.</p>	Self-Declaration as per the format given in Annexure-II should be attached from Bidder.
6	<ul style="list-style-type: none">• The bidder should have an office in Hyderabad and Chennai to provide support services.• Should be in Core ISP business providing DDoS detection and mitigation services at least for a period of last one year.• Should be registered with TRAI for providing Internet Bandwidth Service in India.• The Bidder should have own access network for providing last mile (local loop) excluding the cross connects.• There should be atleast two(2) scrubbing centres in India from which the DDoS Mitigation services are provided to bank.	Self-Declaration in company letter head to be submitted. Relevant certificate copies if any to be furnished.
7	The bidder should have acquired valid NLD and ISP License from DOT and the license should have been acquired before 31.03.2025.	Declaration from Bidder/OEM need to be submitted about the availability of the service centres with its details.
8	<p>Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has provided Internet links of 1 Gbps.</p> <p>(Start and End Date of the Project to be mentioned) in the past (At least 2 client references are required)</p>	Bidder should specifically confirm on their letterhead in this regard as per Annexure XII
9	The Bidder must comply with the requirements contained in O.M. No.F.No.6/18/2019-PPD, dated 23/07/2020 order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23/07/2020 and order (Public Procurement No. 3) dated 24/07/2020.	Bidder should submit declaration as per Annexure-VIII in this regard and provide copy of registration certificate issued by competent authority wherever applicable



10	The bidder/Service provider should have Online Helpdesk / Management Support Centre Setup in India and providing Technical support services on phone/online portal (for raising support cases, troubleshooting, tracking the ticket status etc.).	Declaration from Bidder/OEM need to be submitted about the availability of the service centres with its details.
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Note:

- a) Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.
- b) Photocopies of relevant documents/ certificates should be submitted as proof in support of the claims made. Andhra Pradesh Grameena Bank reserves the right to verify/ evaluate the claims made by the bidder, independently or by virtue of a third party. Any decision of Andhra Pradesh Grameena Bank in this regard shall be final, conclusive and binding upon the bidders.

Once the bidders qualify the eligibility criteria, they will be eligible for the Technical Bid Evaluation. Offers received from the bidders who do not fulfil all or any of the above eligibility criteria are liable to be rejected.

General Evaluation Criteria

- 1.1.1 The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 1.1.2 The Bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the eligibility of any Bidder.
- 1.1.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

8.2 Technical Evaluation

The Bidder should satisfy all the Eligibility Criteria mentioned in RFP and the hardware offered by them should meet all the Technical Specifications stipulated in the bid. Further Bidder should also submit all the required annexures/proofs asked in the RFP document.

The Bidder who complies all the above criteria will be declared technically qualified bidder.



8.3 Commercial evaluation

Technically qualified Bidders (except H1 Bidder) alone will be intimated to participate in the Online Reverse Auction to identify lowest quoted (L1) Bidder, L2 Bidder, L3 Bidder as so on.

In the reverse auction, the bidder will be required to quote only total cost as mentioned in the commercial bid format (Part-II of RFP). The price quoted should be inclusive of all charges and taxes. The bidder who quotes lowest amount will be identified as successful bidder. The successful bidder has to submit price break up as per commercial bid format within one (1) day, post completion of reverse auction directly to Bank duly signed by the authorised signatory. The unit price for each line item should be comparable to prevailing market rates.

8.4 Correction of Error in Commercial Bid:

Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed, it will be rectified on the following basis:

- (a) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- (b) **Price quoted by Bidder in figures in GeM portal will be considered for commercial evaluation.** If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity) in the price breakup submitted, the unit price shall prevail and the total price shall be corrected accordingly.
- (c) If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- (d) If there is discrepancy in the total arrived at (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished by the bidder.
- (e) If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.

If the bidder does not accept the correction of errors, the bid will be rejected and EMD may be forfeited.

9. Selection of the Bidder for awarding of the criteria:

- 1) **The Bid is for availing redundant internet links along with DDoS Mitigation services from two different service providers.** For Commercials, Bank will conduct the reverse auction amongst the technically qualified bidders on the TCO cost of five years (as per commercial format), after H1 Elimination as per the GeM terms & condition defined in the Bidding document.



2) Based upon the outcome of the Reverse auction, the Ranking of the vendor will be identified viz. L1, L2, L3,, etc.

3) TCO cost of five years includes cost of -

S.No	Bandwidth (Location)	Quantity	DDoS as service
1	2Gbps (DC)	2	2 Gbps clean traffic
2	2Gbps (DR)	2	2 Gbps clean traffic

4) The Contract will be awarded to L1 vendor for 2 internet Links only i.e.

S.No	Bandwidth (Location)	Quantity	DDoS as service
1	2Gbps (DC)	1	2 Gbps clean traffic
2	2Gbps (DR)	1	2 Gbps clean traffic

5) The L1 Bidder has to provide the price breakup of the total cost as per the commercial format specified in the Bidding document. The price breakup submitted by the L1 bidder should be as per the prevailing market rate. Bank reserves the right to negotiate the prices with L1 bidder.

6) The offer to provide redundant Internet link Connectivity for DC and DR will be given to L2 bidder, at the rate quoted by L1 Bidder in its price breakup as per commercial format. If L2 bidder is not willing to provide the link at L1 bidder's quoted Price, then L3 bidder will be provided opportunity for the price matching. If L3 bidder is also not willing to provide the link at L1 bidder's quoted Price, then L4 bidder will be offered to provide the link at L1 bidder's quoted Price and so on. (Order will be issued to two different service providers for one link each at DC & DR)

7) Purchase orders will be placed with successful bidders to deliver the link.

8) The relationship between the Bank and successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.



10. Proposal Process Management

The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the bank reserves rights to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons.

Each party shall be entirely responsible for its own costs and expenses that are incurred in the RFP process, including presentations, demos and any other meetings.

11. Liabilities of the Bank

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

11. Bid and Proposal Ownership

The Bid submitted and all supporting documentation/ templates are the sole property of Andhra Pradesh Grameena Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, interalia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Andhra Pradesh Grameena Bank and will not be returned. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/ or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

If related parties (as defined below) submit more than one Bid then both/ all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management etc.

12. Bid Pricing Information

By submitting a signed bid, the Bidder certifies that:

- (a) The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition; and
- (b) The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP; and
- (c) No attempt, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.



SECTION - III CONDITIONS OF CONTRACT

1) Scope of Work

- The name of the assignment is “Providing Internet connectivity at Data centre-Hyderabad, DR Site -Chennai, with DDoS Mitigation services”.
- The Bid is for availing redundant internet links along with DDoS Mitigation services from two different service providers at Bank’s Data centre @Hyderabad and DR Site @Chennai in order to have business continuity during the failure of systems at DC@Hyderabad and DR @Chennai. The successful bidder(s) has to provide internet connectivity (1:1) along with DDoS Mitigation services as per the specifications mentioned in the bid.

Bank will provide space and UPS power to Modems/ equipment’s that may be required to implement the connectivity at the last mile at bank’s premises.

The prospective service provider shall establish the links and should be capable of maintaining it for a minimum period of 5 years.

1) Deliverables from the Bidders

Specifications of Services

A) Link Requirements

1) **Bandwidth:** Dedicated wired Internet Leased Line uncompressed and unshared. Bank requires 2Gbps Internet link at DC&DR from Day-1 with 1:1, which means the link should have capacity of 2 Gbps Inbound and 2Gbps outbound traffic and also 2Gbps DDoS mitigation required.

The bidder is required to provide a below mention Internet Leased Line through Optical Media - fibre connectivity as mentioned below:

S.No	Link Description	Location	Bandwidth	No of links
1	Internet Leased Line (ILL) with DDoS mitigation as service	DC	2 Gbps	2
2		DR	2 Gbps	2

Note: Order will be issued to two different service providers for one link each at DC & DR. First / Primary link will be awarded to the L1 bidder at DC & DR. After selecting the L1 bidder, to identify the different ISP provider to provision the secondary link at DC & DR, the L2 bidder will be asked to match the price offered by L1. If L2 refuses, L3 will be approached to match L1's price, and so on till selection of secondary ISP who matches the L1 Price.

Data centre & Disaster Recovery site locations is given below : -

S. no	Site Name	Address
1	APGB Data Center (DC)	Ctrls Data Centers Ltd, 2 nd Floor, Pioneer Towers, NO.20 Inorbit Mall Road, Madhapur, Hyderabad, Telangana 500081, India.
2	APGB Disaster Recovery (DR)	Sify Data Centers, 2 nd Floor, Tidal Park, Rajiv Gandhi Salai, Taramani, Chennai, Tamil Nadu 600113, India.



- a. Dedicated wired Internet Leased Line uncompressed and unshared link for a duration of 5 years. Based on the utilization of links, service providers should have the capability to upgrade the links and On premises device (DC/DR) to support Five (5) times the ordered bandwidth based on the bank's future requirement. The upgrade should not cause a disruption more than 3 hours. Bank will Pay the Price of upgraded bandwidth only but not for process, hardware etc. involved for upgradation as mutually agreed terms.
- b. The links along with DDoS mitigation services are to be commissioned within 5 weeks from the date of issue of purchase order. If the commissioning is delayed beyond the timelines, a LD (liquidated damages) of 0.5% per week or part thereof will be charged on the total contract value of each undelivered link along with DDoS mitigation services to a maximum up to 10% of the total contract value(TCV) and recovered from subsequent payments. If the link along with the DDoS services is not commissioned within 8 weeks, it may lead to termination of entire contract under Termination of default.
- c. **Topology and Media:** The bidder is responsible for ensuring the last mile connectivity up to the APGB cage area router. The bidder shall Co-ordinate with Bank's Network Equipment vendor and system integrator for terminating and commissioning of the links.
- d. **Latency:** The latency at all times to ping to common websites like google.com and Yahoo.com (servers located in Europe) should not exceed 200 ms. If at any time Latency is observed to be more than 200ms, same may be treated as link outage till the latency is restored to less than 200ms.
- e. Jitter should be less than 10 ms.
- f. Packet Loss/ Drop :<0.1% over 60 minutes.
- g. **Cross connects:** The service provider has to deliver the link up to the Racks of the Bank. Service provider has to arrange cross connects if any required.
- h. **Static IP IPV4 & IPV6 Addresses:** Static IP addresses are required at every site. The number of static public LAN IP addresses should be minimum /24 at DC and DR. The /24 IP pool provided to the bank should be transferred/leased to banks name.
Additional public ip's shall be available to allocate to Bank when required.
- i. Up time of link to be 99.90% (considering 30 days for all months).
- j. Link should be working on dual stack with both IPv4 and IPv6.
- k. Successful bidders should provide and install all the equipment needed for the purpose at their expenditure and Bank will not incur expenditure for any equipment. All the equipment to be installed in the bank premises, should have the provision for working with at least two redundant power sources.



- I. ISP should route public IP addresses owned by the bank on the link when required.
- m. The successful bidder shall be responsible for coordinating with the Data Center team in case of issues such as link downtime, link flapping, or high latency.
- n. Acceptance report for successful commissioning shall be submitted to APGB. APGB will sign off the acceptance report when the link is live. The acceptance date shall be considered as the billing start date.
- o. Should hold the necessary valid NLD license from the regulatory authority for providing links in India during empanelment period. If validity is expiring during empanelment period, bidder should give undertaking for providing renewed licenses.
- p. The bidder shall Provide escalation matrix for issues in Provisioning of Links and maintenance of links. Bidders should have NOC facility where calls should be handled efficiently to support in case of any issue observed. Bidders have to provide 24*7 toll free no. (non-dedicated) as well as ticketing tool at their NOC which should be accessible through mobile or landline. APGB will call the toll-free number/sent the email for auto ticket /raise the ticket through ticketing tool for fault booking or status update. The bidder shall ensure restoration of the connectivity as per SLA to adhere the link uptime.
- q. All labour requirements involved in arranging, implementing and commissioning shall be arranged by the Service Provider without any additional cost to Bank.
- r. Any equipment (if necessary), for providing the last mile connectivity will have to be supplied, installed and maintained (all throughout the service period) by the ISP and shall remain their property. Defective hardware (if any) shall be replaced by the vendor at his own cost, including the cost of transportation etc.

2) **DDoS service Requirement: (2 Gbps as service at DC & DR sites)**

S.No	Product Description
1	The solution must be able to detect and mitigate all types of Distributed Denial of Service Attacks (DDoS) attacks, other emerging network attacks.
2	The solution must be able to protect all internet protocols used including http, https, dns, smtp, ftp, ipsec. Necessary DDoS detection and mitigation solution to decrypt and inspect the encrypted packets should be provided as part of the solution.
3	The solution must be able to detect and mitigate DDoS attacks against applications, website, web forms, email, file transfer and DNS services and other emerging attacks.
4	End user response times must not be adversely impacted during business-as-usual with business-as-usual response times being maintained.



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ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

5	End user response time shall not be significantly impacted during attack events where the Proposer is mitigating the attack up to the DDoS bandwidth for which Bank has contracted.
6	The solution must have a demonstrated ability to protect against potentially large volumes of DDoS data/traffic.
7	Mitigation of DDoS attacks shall be seamless to the general end-user utilizing internet to/from the Customer.
8	In-depth reporting and online user portal including usage, attacks, and protection must be available to customer IT Personnel. Please provide sample reporting.
9	Regular testing of service and base lining shall be undertaken in conjunction with the Customer at least annually to validate the operation of DDoS mitigation services.
10	<p>(a) Solution should provide protection against different types of attacks including following:</p> <ul style="list-style-type: none">• TCP SYN Flood• Spoofed TCP-SYN flood• SYN/ACK Reflection Flood• TCP ACK flood• Smurf attack• Ping flood• Ping of death• ICMP Echo request flood• Teardrop attack• Low rate denial of service attack• Mydoom• UDP Flood• Nuke• HTTP/HTTPS flood attack• DNS amplification attack• IP fragmented attack etc <p>(b) and any other type of DDoS attacks.</p> <p>c) Necessary DDoS detection and mitigation solution to decrypt and inspect the encrypted packets should be provided as part of the solution.</p>
11	Real time attack / threat detection of emerging internet based cyberattacks and mitigation of the same by taking corrective action in coordination with Indian Bank officials.
12	Statistical anomaly-based attack detection – Successful bidder's solution should use past traffic pattern to differentiate between legitimate and malicious traffic. Legitimate users should not get affected during attack mitigation. Successful bidder's explain clearly the false positive and false negative rates and how false positive/negative can be avoided in the proposed solution.
13	Successful bidder's solution should automatically learn and adapt to changes in customer's traffic profile. The solution should identify attacks based on recent customer traffic profile and not based on static customer profile.
14	Successful bidder's solution should have ability to block IP's from known or suspected geographical locations.
15	The proposed solution shall have the capacity to handle any volume of DDoS attack traffic on cloud and provide clean traffic of ordered bandwidth.



16	The proposed solution shall have the capability to generate ALERT and log DDoS attack that has been detected for future reference. ISP's should also notify Customer in a timely manner when DDoS attack against Customer network has been detected in their system.
17	ISP's shall ensure that the proposed solution is fully redundant, diversified and there should be no single point of failure. In case of any failure, the infrastructure shall failover to alternative PATH or redundant parts resume automatically.
18	ISP's shall provide customer with 24*7*365 access (except during excluded Events) to the customer portal in order for customer to utilize the DDoS Detection & Mitigation service.
19	ISP's shall provide customer with a web user id and password to access the customer portal for viewing reports and alerts of DDoS.
20	ISP's shall have DDoS Detection Infrastructure in High Availability
21	ISP's shall have ability for infra to handle any size of attacks to ensure that DDoS infra itself does not go down and become unavailable to customer for mitigation
22	ISP shall provide 24x7 help desk for Real Time attack reporting.
23	ISP shall provide the reports in a web portal to login and verify the status of Mitigation and download reports of incidents happened during at least last one year.
24	The solution proposed should be integrated seamlessly with the systems like SIEM, SOAR, NMS etc. The service provider will be responsible for integration of the same.

aa. DDoS solution must have bypass functionality to continue business operations in case of failures and traffic shall be automatically routed to another cloud/alternative for DDoS protection.

bb. Vendor should also notify the Bank in timely manner through SMS on mobile or through E-mail to the registered credentials of the concerned Bank Official when any DDoS attack is detected.

cc. The service Provider shall provide online tool / software / customer portal access to view bandwidth Utilization/Statistics. Vendor should provide unique User ID and Password to access the customer portal for viewing and downloading reports and alerts of DDoS.

- Link status such as link up or down, down since, reason for down, expected time for resolution (ETR), last mile ISP, circuit ID, incident number etc. shall be available.
- Online call logging
- Packet loss, jitter and latency reports till the Bank's perimeter device
- Utilization, performance, latency, packet drop, jitter etc., reports on Real Time, Hourly, Daily, Weekly, Monthly, Quarterly basis



- The portal should also provide downloadable SLA reports for each month for the entire duration of the contract. It should also have the capability of generating reports in different formats like MS-Excel, PDF as required by the Bank.
- The portal shall also display up-to-date contact details of the helpdesk and single point of contact (name, designation, telephone numbers, Email ID) as well as the escalation matrix. This information shall be used by the Bank to seek support, log complaints etc.,
- The ISP shall provide link-wise (DC/DR) report of SLA performance for all locations/links at monthly intervals as specified by the Bank.

3) Period of Validity of Bids

Bids should remain valid for the period of 180 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

4) Authorization to Bid

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

5) Timeframe for Completion of Project

The links are to be commissioned with DDoS Mitigation services within **5 weeks** from the date of issue of purchase order. The monitoring and maintenance of links should start from the next day of commissioning of links.

Any Upgradation/ Downgradation of links in contract period to be completed within 2 weeks from the date of receiving request from bank. If the upgradation/downgradation is delayed beyond the timelines, a penalty of Rs.10,000/- per week or part thereof will be charged and recovered from subsequent payments.

6) Payment Terms

The payments will be made quarterly in arrears after deducting applicable penalties and TDS (if any) upon submission of following documents at Head Office.

1. Original copy of Invoice.
2. Monthly uptime/Downtime report with proof.
3. DDoS Mitigation services report.

The invoice should not contain any conditions which are contrary to the terms of the contract. The payment will be released subject to deductions on account of liquidated damages, if any.

7) Service Level Agreement (SLA)

i) For non-functioning of links



Uptime is calculated on monthly basis and Penalty will be deducted / recovered from the payments of the Service Provider for network downtime as per the following.

Location	Network Uptime	Penalty
DC and DR	99.90%	Penalty will be deducted @ 1% of the total monthly rental charges for that location for every 0.02% downtime.

The network uptime shall be computed as under:

Sum of TH during the month - Sum of DH during the month

$$\text{Uptime (\%)} = \frac{\text{Sum of TH during the month}}{\text{Sum of TH during the month}} \times 100$$

1. TH = Total hours (24*7 for the Location)

2. DH = Downtime hours

Uptime less than 97.000% (for more than 2 months in a year) - Bank reserves the right to terminate the contract.

The penalty will be deducted from subsequent payments.

After commissioning of links, when the link has become non-functional due to infrastructure related issues at service provider end, the service provider has to make all the necessary arrangements immediately to restore the link.

Whenever the links are not functioning due to reasons attributable to Bank like earthing, UPS power, problems in Bank's equipment's etc., the penalty for downtime will not be levied. The provider has to record the above reasons and communicate to Corporate Office then and there. The copy of this communication should be produced along with the invoice for claiming exemption in penalty.

ii) For DDoS Detection and Mitigation services :-

- a) There must be 24-hour x 7 days week days per year provision of service.
- b) There shall be a service level of a maximum 15 minutes response to any calls for DDoS Protection services with an expected unprotected time of not more than 30 minutes or less.
- c) There shall be continuous protection from the time the protection services are initiated, constituting the whole time encompassing the DDoS attack on the internet connectivity.
- d) If DDoS attack has happened and the service provider has not detected the attack and the attack is notified by the bank to service provider, Rs. 10,000/- per attack will be charged as penalty.
- e) If DDoS attack has happened and the service provider fails to mitigate the attack, Rs. 25,000/- will be charged for attack period of every 10 Minutes are part thereof from the time bank informs to mitigate the attack in writing.

f) Liquidated Damages

The Bidder is expected to complete the responsibilities that have been assigned on time. As a deterrent for delays during implementation, Bank would like to levy penalties for delays attributable to the Bidder.



The links along with DDoS mitigation services are to be commissioned within 5 weeks from the date of issue of purchase order. If the commissioning is delayed beyond the timelines, a LD (liquidated damages) of 0.5% per week or part thereof will be charged on the total contract value of each undelivered link along with DDoS mitigation services to a maximum up to 10% of the total contract value(TCV) and recovered from subsequent payments. If the link along with the DDoS services is not commissioned within 8 weeks, it may lead to termination of entire contract under Termination of default.

8) Contract Period

Bank will enter into a service contract with successful bidder for a period of 5 years w.e.f. acceptance of Work Order which will be reviewed on yearly basis and on satisfactory performance the same will be renewed for subsequent years. If the performance is not found satisfactory the Bank has the discretion to cancel the service contract.

Either party may terminate the contract by giving notice of 3 months after completion of one year from the date of contract.

9) Sub-Contracting

The successful bidder will not subcontract or delegate or permit anyone other than the bidders' personnel to perform any of the work, service or other performance required of the supplier in the particular agreement without the prior written consent of the Bank. Bank at its own discretion may permit or deny the same.

10) Governing language

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

11) Jurisdiction and Applicable Law

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Guntur. Compliance with labour and tax laws, etc. will be the sole responsibility of the supplier/ service provider at their cost.

12) Bank's right to accept or reject any bid or all bids

- The Bank reserves the right to accept or reject any bid/ all bids or annul the bidding process at any time prior to awarding the contract, without thereby incurring any liability to the affected Bidder or Bidders.



- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before the due date of submission of bids & publishing the same on Bank Website and GeM portal.

13) Performance Security

- Within 15 days of issue of Purchase Order, the successful bidder shall furnish to the Bank the Performance Security equivalent to 5% of the contract value in the form of a Bank Guarantee from a scheduled commercial Bank located in India, valid for **62 months** including 2 months claim period, in the format enclosed (Annexure-IV). Relaxation if any, extended by GOI/ competent authorities for furnishing PBG shall be passed on to eligible bidders.
- The performance security submitted by the successful bidder shall be invoked by the Bank as compensation for any loss resulting from the bidder's failure in completing their obligations or any other claim under the Contract.
- The performance security will be discharged by the Bank and returned to the successful bidder not later than thirty (30) days following the date of completion of the successful performance obligations under the Contract.
- Failure of the successful bidder to comply with the requirement of signing of contract and providing performance security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

14) Limitation of Liability

Successful bidders' aggregate liability under the contract shall be at actual and limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.

This limit shall not apply to third party claims for

- IP Infringement indemnity
- Bodily injury (including death) and damage to real property and tangible property caused by vendor' or its employee/ agents.

If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend the bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

15) Negotiation

Bank reserves the right to negotiate the L1 Price quoted by the vendors under exceptional circumstances.



16) Indemnity Clause

With regard to confidentiality obligations, the receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

Further, if at the time of the supplying the goods or services or installing the platform/ software in terms of the present contract/ order or subsequently it appears at any point of time that an infringement has occurred of any right claimed by any third party in India or abroad, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified on that behalf.

17) Disclaimer

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

This RFP is not an agreement by the Authority to the prospective Bidders or any other person. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The information contained in this RFP document, or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary, obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.



This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

18) Patent Rights

The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or software or hardware or any part thereof. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/ e-mail/ registered post.

19) IT Act 2000

The equipments to be quoted as per this RFP should comply with the requirements under Information Technology (IT) Act 2000 and subsequent amendments and related Government/ Reserve Bank of India guidelines issued from time to time.

20) Intellectual Property Rights (IPR)

While the successful bidder/ OEM shall retain the intellectual property rights for the application software, it is required that successful bidder shall grant user-based annual subscription License to the bank for the bank's exclusive use without limitation on the use of those licenses. The successful bidder shall place the source code of customizations done for the bank in Banks environment (and the procedures necessary to build the source code into executable form) for the application software, and the source code of the application software in escrow with a reputable agency (a bank or established software escrow firm in India) acceptable to the Bank during the contract period.

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

Bidder warrants that the inputs provided and/ or deliverables supplied by them does not and shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.



In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse the bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.

The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

The bidder acknowledges that business logics, workflows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/ referred to other clients, agents or distributors.

21) Acceptance of Purchase Order

Acceptance of purchase order should be submitted within 7 days of issuance of purchase order along-with authorization letter by the successful bidder to the Bank. If for any reason successful bidder backs out after issuance of purchase order or the purchase order issued to the successful bidder does not get executed in part/ full, Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.

22) Signing of Contract Form, NDA, SLA

Within twenty-one (21) days from the date of Purchase Order, the successful bidder shall sign the contract form (Annexure-III), Non-Disclosure Agreement (Annexure-VIII) and Service Level Agreement(Annexure-VI) and return it to the Bank. Pre-Contract Integrity Pact (Annexure-VII) executed between the Bank and successful bidder(s) is deemed to be a part of the contract.



23) Settlement of Disputes

- a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- b. If the parties fail to resolve their disputes or difference by such mutual consultation within a period of 30 days, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

- a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
- b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- c) Arbitration proceedings shall be held at Guntur, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each



party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

- e) Where the value of the contract is Rs 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association (IBA).
- f) Notwithstanding any reference to arbitration herein,
 - a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - b. the Bank shall pay the supplier any monies due to the supplier.

Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/ other legal recourse.

24) Exit Clause

In the event, the Agreement between the Bank and the Successful bidder comes to an end on account of termination or by the expiry of the term/ renewed term or otherwise, the Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

25) Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 90 days' or as per project requirement written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- a. if the successful bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- b. if in half yearly review Bank finds sales performance of Service Provider unsatisfactory,
- c. if in half yearly review Bank finds Cost-Benefit analysis unfavourable for Bank.
- d. if the successful bidder fails to perform any other obligation(s) under the Contract.
- e. If the successful bidder, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- f. In case of successful bidder revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

'For the purpose of this clause:



“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement or the execution of a contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Goods that are complete and ready for shipment within ninety (90) days or as per project requirement after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and/ or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

In the event the Bank terminates the Contract in whole or in part with bidder, the Bank may procure the Goods or Services similar to those undelivered, upon such terms and in such manner as it deems appropriate, and the Supplier shall be liable to the Bank for any excess costs paid/ to be paid by the Bank for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

26) Termination for Insolvency

If the successful bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the successful bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over in part of its undertaking or assets, or if the successful bidder takes or suffers any other analogous action in consequence of a debt; then the Bank may at any time terminate the contract by giving a notice to the successful bidder.

If the contract is terminated by the Bank in terms of this clause, termination will be without compensation to the successful bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

In case the termination occurs before implementation of the project/ delivery of goods/ services in full, in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the successful bidder.



27) Force Majeure

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, “Force Majeure” means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case, not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition/ handover to the in-coming Vendor/ Service Provider.

28) Termination of Services/ Contract

Bank shall serve the notice of termination to the successful bidder at least 30 days prior, of its intention to terminate services. The Bank will be entitled to terminate the services/ contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:

- a. The successful bidder commits a material breach of any of the terms and conditions of the bid.
- b. The successful bidder goes into liquidation voluntarily or otherwise. In such case, the source code and other developments in software, etc. will become proprietary of the Bank.
- c. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- d. The progress regarding the execution of the order accepted by the successful bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month’s notice for the same. In this event, the successful bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.



- e. Non-satisfactory performance of the successful bidder during implementation and operation.
- f. An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- g. Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- h. Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the bidder.
- i. Successful bidder is found to be indulged in frauds.
- j. The bank suffers a reputation loss on account of any activity of successful bidder or penalty is levied by regulatory authority.
- k. In the event of sub contract or assignment contrary to the terms of agreement.
- l. In the event of termination of the project specific contract.
- m. If in Half Yearly review, Bank finds sales performance of service provider unsatisfactory.
- n. If in Half Yearly review, Cost-Benefit Analysis is found unfavourable for Bank.

29) Confidentiality

The supplier will be exposed to internal business information of the Bank, affiliates, and/ or business partners by virtue of the contracted activities. The Bidder/ their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data/ information. *After termination of the contract also the successful bidder/ supplier shall not divulge any data/ information collected from the Bank during the project.*

During the expiry or termination of the contract, the successful bidder shall handover the complete data related to the project, to the Bank in a manner specified by the Bank. The successful bidder shall also provide all support for migrating the data from the successful bidder's system to the new system, to be implemented by the Bank or the new service provider of the Bank, at no additional cost to the Bank.

The supplier will have to enter into a Non-Disclosure agreement (Annexure-VIII) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

The successful bidder and its employees either during the term or after the expiration of the contract shall not disclose any proprietary or confidential information relating to the project, the services, the contract, or the business or operations without the prior written consent of the Bank.

The successful Bidder and its employees shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards



designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all permitted subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

30) Negligence

In connection with the work or contravenes the provisions of other Terms, if the successful bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given in writing by the Bank in connection with the work or contravenes the provisions of other Terms, in such eventuality, the Bank may after giving notice in writing to the successful bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the successful bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the successful bidder.

31) Amalgamation

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the successful bidder under this RFP. In such case, decision of the new entity will be binding on the successful bidder with respect to continuing of the contract or termination of the contract.

32) Use of Contract Documents and Information

The successful bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed/ authorized by the successful bidder in the performance of the Contract. Disclosure to any such employed/ authorized person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The successful bidder shall not, without the Purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.



33) Pre-Contract Integrity Pact

Bidders shall submit Pre-Contract Integrity Pact (IP) along with the technical bid as per Annexure-VII of the RFP. Pre-Contract Integrity Pact is an agreement between the prospective bidders and the Bank committing the persons/ officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The Pre-Contract Integrity Pact begins when both parties have legally signed it. Pre-Contract Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Pre-Contract Integrity Pact with the unsuccessful bidders will be valid till 6 months after the contract is awarded to the successful bidder.

Adoption of Pre-Contract Integrity Pact

- The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/ officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participation in the bidding process.
- The Bidders shall submit signed Pre-Contract integrity pact as per the Annexure-VII. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- Pre-Contract Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- The Pre-Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/ Guarantee/ AMC if contracted whichever is later.
- Integrity Pact, in respect of a particular contract would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.



- Pre-Contract Integrity Pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

Shri. P. R. Ravi Kumar, IRS (Retd.)

Akshath, No.84, First Avenue,
Kumaranasan Nagar, Elamkulam P.O.,
Ernakulam, Kerala-682020

Email: p_r_ravikumar@yahoo.com

- Any Change in law/ policy/ circular relating to Pre-Contract Integrity Pact which vitiate the agreement shall accordingly be applicable with immediate effect on written intimation from the Bank.
- Any violation of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, Prevention of Corruption Act (PC Act), 1988 or other Financial Rules as may be applicable to the Bank.

34) Implementation of Services

The successful bidder shall provide all the services specified hereunder having Technical and Functional specifications in accordance with the highest standards of professional competence and integrity. If the Bank finds that any of the staff of the successful bidder assigned to work at the Bank's site is not responsive, then the successful bidder will be notified accordingly and the successful bidder shall be under obligation to resolve the issue expeditiously to the satisfaction of the Bank.

35) Taxes and Duties

The successful bidder shall be liable to pay all taxes that shall be levied against it, in accordance with the laws applicable from time to time in India.

36) Compliance with Policy

The successful bidder shall have to comply with Andhra Pradesh Grameena Bank's policies like IT policy, Information Security policy, Cyber Security Policy, Digital Personal Data Protection Policy, Outsourcing policy, etc. in key concern areas relevant to the RFP, details of which shall be shared with the successful bidder.

37) Compliance with Statutory and Regulatory Provisions

The successful bidder shall comply with all statutory and Regulatory provisions while executing the contract awarded by Bank.

38) Other Terms and Conditions

- The relationship between the Bank and Successful Bidder/s is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and



servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

- Successful bidder/ Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/ Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/ Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/ Service Provider shall be paid by the successful bidder/ Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/ Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/ Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/ Service Provider's employees, agents, contractors, subcontractors etc.
- The cost of preparing the proposal, including visits to the Bank by the bidder, is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (Power of Attorney (POA) proof to be submitted). A certificate of authorization should also be attached along with the bid.
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
- Any additional or different terms and conditions proposed by the bidder would deem to be rejected unless expressly assented to in writing by the bank.
- Bank reserves the absolute right to reject any bid if the same is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.
- To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, seek clarification from the bidder. The request for clarification and the response shall be in writing/through e-mail and no change in the price or substance of the bid shall be sought, offered or permitted.
- In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the



bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post

- The bidder shall submit a non-disclosure agreement duly signed by authorised signatories.

39) GENERAL TERMS AND CONDITIONS

39.1 Rejection of Bids

The Bank reserves the right to reject the Bid if,

- i. Bidder does not meet any of the pre-bid eligibility criteria mentioned in RFP.
- ii. The bid is incomplete as per the RFP requirements.
- iii. Any condition stated by the bidder is not acceptable to the Bank.
- iv. If the RFP and any of the terms and conditions stipulated in the document are not accepted by the authorized representatives of the bidder.
- v. Required information not submitted as per the format given.
- vi. Any information submitted by the bidder is found to be untrue/ fake/ false.
- vii. The bidder does not provide, within the time specified by the bank, the supplemental information/ clarification sought by the bank for evaluation of bid.

The Bank shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank may abort entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Bank's action.

In order to promote consistency among the Proposals and to minimize potential misunderstandings regarding how Proposals will be interpreted by the Bank, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in this RFP.

Any clarifications to the RFP should be sought by email as per the dates mentioned in **“Schedule [A] Important Dates”**. Bank will hold a pre-bid meeting, to answer all the questions/ queries received by email which would also be uploaded on bank's website and GeM portal.

Proposals received by the Bank after the specified time on the last date shall not be eligible for consideration and shall be summarily rejected.



In case of any change in timeline, the same shall be updated on the Bank's website and shall be applicable uniformly to all bidders.

39.2 Representation and Warranties

The Bidder represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- i. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.
- ii. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- iv. That there are -
 - (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/ third party or its team which adversely affect/ may affect performance under this Contract; and
 - (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder/ third part or its team members by any statutory or regulatory or investigative agencies.
- v. That the Bidder is validly constituted and has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- vi. That all conditions precedent under the Contract has been complied by the bidder.
- vii. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:
 - a) will contravene, any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder,
 - b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by



which it or any of its property or assets is bound or to which it may be subject, or

- c) Will violate any provision of the Memorandum or Articles of Association of the Bidder.

viii. That the Bidder certifies that all registrations, recordings, filings and notarizations of the bid documents/ agreements/ contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been/ shall be made.

ix. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/ contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or the project.

x. That the Bidder owns or has good, legal or beneficial title, or other interest in the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

xi. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person.

All

Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required by the bidder to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.

xii. Any intellectual property arising during the course of the execution under the contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.



39.3 Relationship of Parties

- i. Nothing in the Contract shall constitute any fiduciary relationship between the Bank and Bidder/ Bidder's Team or any relationship of employer - employee, principal and agent, or partnership, between Andhra Pradesh Grameena Bank and Bidder and/ or its employees.
- ii. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
- iii. Andhra Pradesh Grameena Bank has no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- iv. All employees/ personnel/ representatives/ agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/ RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Andhra Pradesh Grameena Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury/ death/ termination) of any nature to the employees/ personnel/ representatives/ agent etc. of the Successful Bidder.
- v. Supplier/ Vendor has to take an undertaking from their employees connected with the contract/ RFP/ solution to maintain the confidentiality of the Bank's information/ documents etc. Bank may seek details/ confirmation on background verification of Vendor's employees worked/ working on Bank's project as may have been undertaken/ executed by the Vendor, Vendor should be agreeable for any such undertaking/ verification.
- vi. The Successful Bidder shall disclose to Andhra Pradesh Grameena Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/ agents/ representatives/ personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
- vii. The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Bid/ Contract unless Andhra Pradesh Grameena Bank first gives the Successful Bidder its prior written
- viii. consent.

39.4 No Right to Set Off

In case the Successful Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under the agreement to the said Bidder for any payments receivable under and in accordance with that business.



39.5 Publicity

Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

39.6 Conflict of Interest

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

39.7 Solicitation of Employees

The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly:

- a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

39.8 Notices and Other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, addressed to the other party at the addresses, email given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by email, on business date immediately after the date of successful email. (that is, the sender has a hard copy of the page evidencing that the email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

39.9 Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this RFP shall not be affected or impaired



SECTION - IV

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDER THROUGH GeM PORTAL

1.1. SUBMISSION OF BIDS THROUGH GeM PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- a. Eligibility Criteria, along with all supporting documents required.
- b. All Annexures as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents and product literature in support of Technical/ Functional specifications.
- d. Relevant brochures
- f. Compliance to Technical Specifications as per Technical Bid.
- g. Any other information sought by the Bank with relevant to this tender.

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in “**Searchable**” PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. Unless specified in this RFP, **every document submitted online to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating “search” on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

1.2. OFFLINE SUBMISSIONS

In addition to uploading the documents in GeM portal, Bidders should also submit the following in a sealed envelope, super scribbling with the tender Reference number, last date and time of bid submission, Name of the Bidder, etc.

- a) Bid Security (EMD) in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised/ scheduled commercial Bank (other than Andhra Pradesh Gramenea Bank) in favour of “Andhra Pradesh Gramenea Bank” payable at Chennai).
- b) Pre-Contract Integrity Pact

Note: Companies registered as Micro/ Small Units under MSE/ NSIC should submit documentary proof for claiming exemption from Cost of Bid Security. However, to claim the benefits of MSE preference, bidder must be the manufacturer of the offered product. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.



The bidder is requested to submit the original documents (as mentioned under point no. 8 of Schedule [A]) in a Sealed Envelope on or before 02-01-2026 03:00 PM. to the address mentioned under point no. 4 of [A] (Important Dates and Information on RFP Submission) of schedule of this tender. The envelope shall be super scribed as “**Request for Proposal for Selection of Internet Service Providers for availing Internet Links with DDoS as service at DC & DR sites for a period of 5 years**” and the words ‘DO NOT OPEN BEFORE 02-01-2026 03:30 PM’.

1.3. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit GeM portal or banks Website.



SECTION-V

PART I - Technical Specification

Date:

To
General Manager-IT,
Andhra Pradesh Gramenea Bank
Door. No, 5-37-234,
4th floor, Raghu Mansion,
4/1 Brodipet, Guntur, Andhra Pradesh - 522002

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Internet Service Providers for availing Internet Links with DDoS as service at DC & DR sites for a period of 5 years

GeM Bid Ref: GEM/2025/B/6991495 dated:11-12-2025

Referring to your above RFP, we submit the compliance details of the specifications given below:

SCOPE OF WORK:

Referring to your above RFP, we submit the compliance details of the specifications given below:

a) Link Requirements

Bandwidth: Internet Leased Line through Optical Media -fibre connectivity uncompressed and unshared.

S.No	Link Description	Location	Bandwidth	No of links
1	Internet Leased Line (ILL)	DC	2 Gbps	2
2		DR	2 Gbps	2

* - Based on the utilization of links, service providers identified through open tender should have the capability to upgrade the links to next bandwidth based on the bank's requirement.

a. **Link Delivery & LD clause:** The links are to be commissioned within 5 weeks from the date of issue of purchase order. If the commissioning is delayed beyond the timelines, a penalty of Rs. 10,000/- per week or part thereof will be charged and recovered from subsequent payments. If the link is not commissioned within 8 weeks, it may lead to termination of entire contract under Termination of default.



- b. Uptime:** The link uptime requirement in a month is 99.90% (considering 30 days for all months).
- c. SLA Penalty for non-functioning of links:**
Uptime of links is calculated on monthly basis.

For non-functioning of links

Uptime is calculated on monthly basis and Penalty will be deducted / recovered from the payments of the Service Provider for network downtime as per the following.

Location	Network Uptime	Penalty
DC and DR	99.90%	Penalty will be deducted @ 1% of the total monthly rental charges for that location for every 0.02% downtime.

The network uptime shall be computed as under:

Sum of TH during the month - Sum of DH during the month

$$\text{Uptime (\%)} = \frac{\text{Sum of TH during the month} - \text{Sum of DH during the month}}{\text{Sum of TH during the month}} \times 100$$

1. TH = Total hours (24*7 for the Location)

2. DH = Downtime hours

Uptime less than 97.00% (for more than 2 months in a year) - Bank reserves the right to terminate the contract.

The penalty will be deducted from subsequent payments.

- d. Topology and Media:** The service provider should provide the links on fiber between the service provider routers and Bank router on fiber termination. The successful bidders are encouraged to have a standby local cable laid and kept without connections between the terminal equipment and bank router for redundancy.
- e. Successful bidders should provide and install all the equipment needed for the purpose at their expenditure and Bank will not incur expenditure for any equipment. All the equipment to be installed in the bank premises, should have the provision for working with at least two redundant power sources.**
- f. Latency:** The latency at all times to ping to common websites like google.com and Yahoo.com (servers located in Europe) should not exceed 200 ms. If at any time Latency is observed to be more than 200ms, same may be treated as link outage till the latency is restored to less than 200ms.
- g. Packet Loss/Drop : <0.1% over 60 minutes.**
- h. Cross connects:** The service provider has to deliver the link up to the Racks of the Bank. Service provider has to arrange cross connects if any required.
- i. Static Public IP IPV4 & IPV6 Addresses** -Static IP addresses are required at every site. The number of static public LAN IP addresses should be minimum /24 at DC and DR and /25 for CO and HO on IPV4 and /64 on IPV6 at all locations. The /24 IP pool provided to the bank should be transferred/leased to banks name. Additional public ip's shall be available to allocate to Bank when required.
- j. Link should be working on dual stack with both IPv4 and IPv6.**



k. Should route public IP addresses owned by the bank on the link when required.

b) DDoS mitigation service requirement: 2 Gbps as service at DC & DR

S.No	Product Description	Please write Complied or Not Complied
1	The solution must be able to detect and mitigate all types of Distributed Denial of Service Attacks (DDoS) attacks, other emerging network attacks.	
2	The solution must be able to protect all internet protocols used including http, https, dns, smtp, ftp, ipsec. Necessary DDoS detection and mitigation solution to decrypt and inspect the encrypted packets should be provided as part of the solution.	
3	The solution must be able to detect and mitigate DDoS attacks against applications, website, web forms, email, file transfer and DNS services and other emerging attacks.	
4	End user response times must not be adversely impacted during business-as-usual with business-as-usual response times being maintained.	
5	End user response time shall not be significantly impacted during attack events where the Proposer is mitigating the attack up to the DDoS bandwidth for which Bank has contracted.	
6	The solution must have a demonstrated ability to protect against potentially large volumes of DDoS data/traffic.	
7	Mitigation of DDoS attacks shall be seamless to the general end-user utilizing internet to/from the Customer.	
8	In-depth reporting and online user portal including usage, attacks, and protection must be available to customer IT Personnel. Please provide sample reporting.	
9	Regular testing of service and base lining shall be undertaken in conjunction with the Customer at least annually to validate the operation of DDoS mitigation services.	
10	(a) Solution should provide protection against different types of attacks including following: <ul style="list-style-type: none">• TCP SYN Flood• Spoofed TCP-SYN flood• SYN/ACK Reflection Flood• TCP ACK flood• Smurf attack• Ping flood• Ping of death• ICMP Echo request flood• Teardrop attack• Low rate denial of service attack• Mydoom• UDP Flood• Nuke	



	<ul style="list-style-type: none">HTTP/HTTPS flood attackDNS amplification attackIP fragmented attack etc <p>(b) and any other type of DDoS attacks.</p> <p>c) Necessary DDoS detection and mitigation solution to decrypt and inspect the encrypted packets should be provided as part of the solution.</p>	
11	Real time attack / threat detection of emerging internet based cyberattacks and mitigation of the same by taking corrective action in coordination with Indian Bank officials.	
12	Statistical anomaly-based attack detection – Successful bidder's solution should use past traffic pattern to differentiate between legitimate and malicious traffic. Legitimate users should not get affected during attack mitigation. Successful bidder's explain clearly the false positive and false negative rates and how false positive/negative can be avoided in the proposed solution.	
13	Successful bidder's solution should automatically learn and adapt to changes in customer's traffic profile. The solution should identify attacks based on recent customer traffic profile and not based on static customer profile.	
14	Successful bidder's solution should have ability to block IP's from known or suspected geographical locations.	
15	The proposed solution shall have the capacity to handle any volume of DDoS attack traffic on cloud and provide clean traffic of ordered bandwidth.	
16	The proposed solution shall have the capability to generate ALERT and log DDoS attack that has been detected for future reference. ISP's should also notify Customer in a timely manner when DDoS attack against Customer network has been detected in their system.	
17	ISP's shall ensure that the proposed solution is fully redundant, diversified and there should be no single point of failure. In case of any failure, the infrastructure shall failover to alternative PATH or redundant parts resume automatically.	
18	ISP's shall provide customer with 24*7*365 access (except during excluded Events) to the customer portal in order for customer to utilize the DDoS Detection & Mitigation service.	
19	ISP's shall provide customer with a web user id and password to access the customer portal for viewing reports and alerts of DDoS.	
20	ISP's shall have DDoS Detection Infrastructure in High Availability	
21	ISP's shall have ability for infra to handle any size of attacks to ensure that DDoS infra itself does not go down and become unavailable to customer for mitigation	
22	ISP shall provide 24x7 help desk for Real Time attack reporting.	



23	ISP shall provide the reports in a web portal to login and verify the status of Mitigation and download reports of incidents happened during at least last one year.	
24	The solution proposed should be integrated seamlessly with the systems like SIEM, SOAR, NMS etc. The service provider will be responsible for integration of the same.	

c) SLA for DDoS Detection and Mitigation service :

- a) There must be 24 hour x 7 days week days per year provision of service.
- b) There shall be a service level of a maximum 15 minutes response to any calls for DDoS Protection services with an expected unprotected time of not more than 30 minutes or less.
- c) There shall be continuous protection from the time the protection services are initiated, constituting the whole time encompassing the DDoS attack on the internet connectivity.
- d) If DDoS attack has happened and the service provider has not detected the attack and the attack is notified by the bank to service provider, Rs. 10,000/- per attack will be charged as penalty.
- e) If DDoS attack has happened and the service provider fails to mitigate the attack, Rs. 25,000/- will be charged for attack period of every 10 Minutes are part thereof from the time bank informs to mitigate the attack in writing.

d) Security Considerations

i) **Internet Traffic**

The Internet traffic to the Bank should only be allowed in the last mile from the PE router to CE router. ii) **Audit of network**

Should undertake to implement the observations/recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or External Agencies and any escalation in cost on this account shall be borne by the bidder.

The Network infrastructure of the bidder should be made available for inspection by Bank's Audit team or Authorized Representative of the Bank.

iii) The CPEs used in the Network or Networking Equipment's used by the bidder in their backbone should comply with the policies laid down by Government of India, Department of Telecommunications and should not have any spyware or malware built into it and capable of tracking voice and data traffic from a location outside the country.

e) The bidder shall

- Co-ordinate with Bank's Network Equipment vendor and system integrator for terminating and commissioning of the links at DC and DR.
- Provide escalation matrix for issues in Provisioning of Links and maintenance of links.
- Liaise with authorities for any approvals, network diagram etc.
- The link should initially commission the link to support dual stack (IPv4 and IPv6) and based on the requirements of the bank migrate the network to IPv6.
- Ensure the availability of hardware, software, manpower and other facilities required to manage and monitor the network to meet the agreed SLA terms.
- Provide 24x7 supports for all users for maintaining and integrating the network. Publish uptime reports to prove SLA compliance. The uptime reports for every month



should be submitted to the Bank on or before 7th of subsequent month. The quarterly payment of the links will be processed only on receipt of uptime reports. The uptime reports should be down loadable by the bank from the bidders' website.

List of deviations from the required specifications:

1) 2)

(If left blank, it is treated that there are no deviations in the compliance of specifications)

We comply with all requirements, specifications, terms and conditions mentioned in the Bid Document.

We agree for the time frame for completion of activities as per your above bid.

We agree to the terms of payment mentioned in your bid.

We submit that we shall abide by your terms and conditions governing the quotation.

We submit that the details given above are true to the best of our knowledge.

For

Office Seal

(Authorised Signatory) Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:



PART - II
Commercial Bid

Date:

To
General Manager-IT,
Andhra Pradesh Gramenea Bank
Door. No, 5-37-234,
4th floor, Raghu Mansion,
4/1 Brodipet, Guntur, Andhra Pradesh - 522002

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Internet Service Providers for availing Internet Links with DDoS as service at DC & DR sites for a period of 5 years

GeM Bid Ref: GEM/2025/B/6991495 dated:11-12-2025

We submit hereunder the price details for Request for Proposal for Providing Internet Connectivity along with DDoS Mitigation services as per the specifications given in Part-I.

S.No	Proposed Bandwidth	DDoS mitigation services requirement	Qty (A)	Per Year Charges for links in Rs. (Excl of GST) (B)	Total charges for 5 years in Rs. (Excl of GST) C=(A*B)*5	Total Tax for 5 years in Rs. D=C*18%	Total charges in Rs. (inclusive of GST) E=C+D
1	Internet Leased line of 2 Gbps bandwidth at APGB DC site with DDoS mitigation as service	2Gbps DDoS mitigation as service	2				
2	Internet Leased line of 2 Gbps bandwidth with clean traffic at APGB DR Site	2Gbps DDoS mitigation as service	2				
Total charges for 5 years in Rs.							

* -Based on the utilization of links, service providers identified through open tender should have the capability to upgrade the links and On prime device (DC/DR) to support Five (5) times the ordered bandwidth based on the bank's requirement.

Total Cost to be quoted in Reverse Auction (d)= Rs._____



Bidder has to quote prices for 2 links at each locations (DC & DR) out of which only 1 Link order will be placed to successful bidder. The second link order will be placed to the bidder who will match the price of L1 bidder as mentioned.

Price is inclusive of all charges and taxes. TDS if any, will be deducted from the payment.

Total Amount in words: Rupees _____

Note: - While filling the price in the GeM portal, the bidder should ensure that the TCO Price for 5 years (inclusive of taxes) as detailed above, is divided by the total no. of links i.e. 8 to arrive upon the unit link price for five years (inclusive of taxes) for feeding the same in GeM portal. Total Price reflected in GeM should match the TCO price as detailed above before final submission of the Bid. In case of mismatch of the Total Price calculated by GeM (unit price fed by bidder multiplied by 8) and TCO price as per the commercial price breakup submitted, the Total price calculated by GeM will be considered as final price and the same will be taken as the commercial price of the bidder. In case, the bidder denies to adhere to the Total Price calculated by GeM, then the bidder shall be liable for forfeiture of bid security.

We submit that we shall abide by the details given above and terms and conditions given in Bid document.

For

Office Seal

(Authorized Signatory)

Place:

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

Email ID:

Date:



(LIST OF ANNEXURES)

ANNEXURE-I

Bid Form

(Bidders are required to furnish the Bid Form on its letter head)

Date: _____

The General Manager,
IT Department
Andhra Pradesh Grameena Bank
Door. No, 5-37-234,
4th floor, Raghu Mansion,
4/1 Brodipet, Guntur, Andhra Pradesh - 522002

Sir,

Sub: Request for Proposal (RFP) for Selection of Internet Service Providers for availing Internet Links with DDoS as service at DC & DR sites for a period of 5 years

GeM Bid Ref: GEM/2025/B/6991495 dated:11-12-2025

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to.....
..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 5% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

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



అంధ్రప్రదేశ్ గ్రామీణ బ్యాంక్
ANDHRA PRADESH GRAMEENA BANK
(Scheduled Bank owned by Government)
HEAD OFFICE – GUNTUR

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

We also undertake that we have not supplied/ is not supplying similar product/ systems/ subsystems/ services/ solutions/ software **in a comparable business circumstances** at a price lower than that offered in the present bid in respect of any other Public Sector Bank in India/ PSU/ Ministry or Dept of Govt of India any other Ministry/ Department of the Government of India or PSU.

Dated thisday of 2025

Signature

.....
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

.....
Mobile:

Email :



ANNEXURE-II
Self-Declaration - Blacklisting

The General Manager,
IT Department
Andhra Pradesh Grameena Bank
Door. No, 5-37-234,
4th floor, Raghu Mansion,
4/1 Brodipet, Guntur, Andhra Pradesh - 522002

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Internet Service Providers for availing Internet Links with DDoS as service at DC & DR sites for a period of 5 years
GeM Bid Ref: GEM/2025/B/6991495 dated:11-12-2025

We hereby certify that, we have not been blacklisted by any Government Department / Regulatory Agencies/PSU/Banks/Financial Institution during last three years as on date of submission of above GeM tender.

Further, we certify that we are not under liquidation, court receivership or similar proceedings and are not bankrupt as on date of submission of above GeM tender.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



ANNEXURE-III

Contract Form

(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made theday of.....2025 Between Andhra Pradesh Grameena Bank, having its Head Office at Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh - 522002 (hereinafter “the Purchaser”) of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called “the Supplier”) of the other part :

WHEREAS the Purchaser invited bids vide RFP No.for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for (Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

3. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the Conditions of Contract;
 - (e) the Purchaser’s Notification of Award.
 - (f) the RFP no GEM/2025/B/***** dated including its Addendum/s & corrigendum/s.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:



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ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

S.No	Proposed Bandwidth	DDoS mitigation services requirement	Qty (A)	Per Year Charges for links in Rs. (Excl of GST) (B)	Total charges for 5 years in Rs. (Excl of GST) C=(A*B)*5	Total Tax for 5 years in Rs. D=C*18%	Total charges in Rs. (inclusive of GST) E=C+D
1	Internet Leased line of 2 Gbps bandwidth at APGB DC site with DDoS mitigation as service	2Gbps DDoS mitigation as service	2				
2	Internet Leased line of 2 Gbps bandwidth with clean traffic at APGB DR Site	2Gbps DDoS mitigation as service	2				
Total charges for 5 years in Rs.							

* - Based on the utilization of links, service providers identified through open tender should have the capability to upgrade the links to next bandwidth based on the bank's requirement.

Total Cost quoted in Reverse Auction (d)= Rs.

Price is inclusive of all charges. TDS if any, will be deducted from the payment.

Total Amount in words: Rupees _____

TOTAL VALUE:

DELIVERY SCHEDULE:

The links are to be commissioned within 5 weeks from the date of purchase order. The monitoring and maintenance of links should start from the next day of commissioning of links. Downgradation/Upgradation of links to be completed within 1 week from the date of receiving request from bank.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For Andhra Pradesh Grameena Bank)
in the presence

of:.....

Signed, Sealed and Delivered by the

said (For the
supplier) in the presence of:.....



ANNEXURE-IV

Performance Security Format

Bank Guarantee No.

Date:

The General Manager,
IT Department,
Andhra Pradesh Grameena Bank
Door. No, 5-37-234,
4th floor, Raghu Mansion,
4/1 Brodipet, Guntur, Andhra Pradesh - 522002

WHEREAS (Name of Supplier)
hereinafter called “the Supplier” has undertaken, in pursuance of Contract No.....
dated
to.....(Description of Goods and
Services) (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the RFP & Contract.

AND WHEREAS we have agreed to issue a Guarantee in your favour on the request of the Supplier:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total sum of Rs.....
..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without any demur, cavil or protest, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20___

Signature of Authorized Official with Seal

.....
Date.....20...

Address:



NOTE:

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by a scheduled commercial Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



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ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

Annexure-V
BID SECURITY FORM

Bank Guarantee No.

Date:

To: ANDHRA PRADESH GRAMEENA BANK , GUNTUR,INDIA:

GeM Bid Ref: GEM/2025/B/6991495 dated:11-12-2025

Whereas..... (Hereinafter called “the Bidder”) who intends to submit its bid..... for the supply of (name and/ or description of the goods) (Hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We..... (name of bank) of (name of country), having our registered office at (address of bank) (hereinafter called “the Bank”), are bound unto Andhra Pradesh Gramenea Bank in the sum of _____ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this _____ day of _____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

NOTE: 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank Guarantee issued by banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



Annexure-VI SERVICE LEVEL AGREEMENT

THIS AGREEMENT made theday of.....,2025 between Andhra Pradesh Grameena Bank, having its Head Office at Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh - 522002. (hereinafter "the Bank") of the one part and the M/s,("Name of Service Provider") (hereinafter called "The Service Provider") of the other part :

WHEREAS the Bank invited bids vide RFP.No..... dated..... for services viz,.....(Brief Description of Services)

NOW THIS SERVICE LEVEL AGREEMENT WITNESSETH AS FOLLOWS:

The Service Provider has to provide internet links along with DDoS Mitigation services at Bank's DC @Hyderabad & DR Site @Chennai. The links are to be commissioned within 5 weeks from the date of purchase order. The monitoring and maintenance of links should start from the next day of commissioning of links.

The service provider is expected to complete the responsibilities that have been assigned on time. As a deterrent for delays during implementation, Bank would levy penalties for delays attributable to the service provider. the commissioning is delayed beyond the timelines, the penalty of Rs. 10,000/- per week or part thereof will be charged and recovered from subsequent payments. If the link is not commissioned with DDoS Mitigation services within 8 weeks, it may lead to termination of entire contract under Termination of default.

If the link commissioning is delayed for the reasons attributable to the Bank, the same should be recorded and submitted to our office in writing. If acceptable to the Bank, the Bank may condone the damages for delay for reasons that can be attributed to Bank.

i) For non-functioning of links

Uptime is calculated on monthly basis and Penalty will be deducted / recovered from the payments of the Service Provider for network downtime as per the following.

Location	Network Uptime	Penalty
and Corporate Office	99.90%	Penalty will be deducted @ 1% of the total monthly rental charges for that location for every 0.02% downtime.

The network uptime shall be computed as under:

$$\text{Sum of TH during the month} - \text{Sum of DH during the month}$$

$$\text{Uptime (\%)} = \frac{\text{Sum of TH during the month}}{\text{Sum of TH during the month}} \times 100$$

1. TH = Total hours (24*7 for the Locations)

2. DH = Downtime hours

Uptime less than 97.000% (for more than 2 months in a year) - Bank reserves the right to terminate the contract.

The penalty will be deducted from subsequent payments.



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ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

After commissioning of links, when the link has become non-functional due to infrastructure related issues at service provider end, the service provider has to make all the necessary arrangements immediately to restore the link.

Whenever the links are not functioning due to reasons attributable to Bank like earthing, UPS power, problems in Bank's equipment's etc., the penalty for downtime will not be levied. The provider has to record the above reasons and communicate to Corporate Office then and there. The copy of this communication should be produced along with the invoice for claiming exemption in penalty.

ii) For DDoS Detection and Mitigation services :

- a) There must be 24 hour x 7 days week days per year provision of service.
- b) There shall be a service level of a maximum 15 minutes response to any calls for DDoS Protection services with an expected unprotected time of not more than 30 minutes or less.
- c) There shall be continuous protection from the time the protection services are initiated, constituting the whole time encompassing the DDoS attack on the internet connectivity.
- d) If DDoS attack has happened and the service provider has not detected the attack and the attack is notified by the bank to service provider, Rs. 10,000/- per attack will be charged as penalty.
- e) If DDoS attack has happened and the service provider fails to mitigate the attack, Rs.25,000/- will be charged for attack period of every 10 Minutes are part thereof from the time bank informs to mitigate the attack in writing.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said..... (For Andhra

Pradesh Grameena Bank)

In the presence of:.....

Signed, Sealed and Delivered by the

said (For Service

Provider)

In the presence of:.....



ANNEXURE - VII

Pre-Contract Integrity Pact

(To be submitted on Non - Judicial Stamp Paper)

PRE-CONTRACT INTEGRITY PACT Between

**Andhra Pradesh Grameena Bank hereinafter referred
to as “The Bank” and hereinafter
referred to as “The Bidder/ Contractor”**

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for Selection of service provider for Providing Internet connectivity at Data centre @Hyderabad and DR Site @Chennai with DDoS Mitigation services.

The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Bank will appoint an Independent External Monitor/s (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Bank will exclude from the process all known prejudiced persons.

2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Bank



will inform the Chief Vigilance Officer (CVO) and in addition can initiate disciplinary actions.

Section 2 - Commitment of the Bidder(s)/ Contractor(s)

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act: further, the Bidder(s)/ Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/ Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
 - e. The Bidder(s)/ Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process.



Section 4 - Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Bid Security and this bid security will be forfeited.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor the liquidated damages equivalent to the amount of the contract value.

Section 5 - Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/ Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/ Contractor can prove that he has resorted/ recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 - Equal treatment of all Bidders/ Contractors/ Sub-Contractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Pre-Contract Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/ Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/ Pact by any of its Sub-contractors/ Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/ Contractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.



Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Sub contractor(s)

If the Bank obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor/ Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/ Contractors as confidential. He reports to the Authority designated by the Bank.
3. The Bidder(s)/ Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/ Contractors(s)/ Subcontractors(s) with confidentiality.
4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word 'Monitor' would include both singular and plural.



Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Bank.

Section 10 - Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Pre-Contract Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Section 11 - Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Pre-Contract Integrity Pact and its Annexure, the Clause in the Pre-Contract Integrity Pact will prevail.
6. Parties signing this Pact shall not approach the courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
7. Any dispute or difference arising between the parties with regard to the terms of this Agreement/ Pact, any action taken by the Bank in accordance with this Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Pre-Contract Integrity Pact aton

.....

(For & On behalf of the Bank)

(For & On behalf of Bidder/ Contractor)



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ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

(Office Seal)

Place _____

Date _____

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Witness 2:

(Name & Address) _____



ANNEXURE-VIII

Non-Disclosure Agreement

THIS AGREEMENT made and entered into aton this theday of.....202... between ANDHRA PRADESH GRAMEENA BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh - 522002, hereinafter called the “BANK” which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the “Supplier” which term shall wherever the context so require includes its successors and assigns, **WITNESSETH**:

WHEREAS

The Bank is inter-alia engaged in the business of banking and intends provide Internet connectivity at Data centre @Hyderabad, DR Site @ Chennai with DDoS Mitigation services.

M/s..... Limited has been engaged in the business of providing Internet Links with DDoS as service at DC & DR sites for a period of 5 years

The parties have entered into agreement for providing Internet connectivity at Data centre @Hyderabad, DR Site @Chennai with DDoS Mitigation services (herein after referred to as “purpose”) and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

Confidential Information means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

Receiving party may use the information solely for and in connection with the Purpose.

2. Use of Confidential Information

Each party agrees not to use the other’s confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any



party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. Whenever, it is expedient under the contract, the Receiving Party may disclose confidential information to consultants/third party only if the consultant/third party has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

Upon written request by the Bank, the Supplier shall:

- (i) cease using the Confidential information,
- (ii) return the Confidential Information and all copies, notes or extracts thereof to the Bank within seven (7) business days of receipt of request and
- (iii) confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph."

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented.

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or



Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party in respect of disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6.Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended



or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Guntur.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/ other legal recourse.

11. Jurisdiction

Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Guntur.

12. Indemnity clause

“The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and/ or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.”

13. Governing laws

The provisions of this agreement shall be governed by the laws of India.
In witness whereof, the parties hereto have set their hands through their authorised

Signed, Sealed and Delivered by the

said (For Andhra Pradesh Grameena Bank)

in the presence of:

.....

Signed, Sealed and Delivered by the

said (For the supplier)
in the presence of:.....



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ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

ANNEXURE-IX

Declaration for MSE Benefits

(To be submitted on the letter head of the bidder signed by Director/ Company Secretary)

The General Manager,
IT Department,
Andhra Pradesh Grameena Bank
Door. No, 5-37-234,
4th floor, Raghu Mansion,
4/1 Brodipet, Guntur, Andhra Pradesh - 522002

Dear Sir,

Sub: Declaration for MSE Benefits for Request for Proposal (RFP) for Selection of Internet Service Providers for availing Internet Links with DDoS as service at DC & DR sites for a period of 5 years

GeM Bid Ref: GEM/2025/B/6991495 dated:11-12-2025

Dear Sir,

This has reference to our bid submitted in response to your above referred RFP floated for procurement Internet connectivity at Data centre @Hyderabad, DR Site @Chennai with DDoS mitigation services. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are the manufacturer of the proposed procurement of internet links and are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- a) Purchase Preference to MSEs
- b) Exemption on submission of bid security

In case, at any later stage, it is found or established that, the above undertaking is not true then the Bank may take any suitable actions against us viz. Legal action, Cancelation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s _____

Signature Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp



ANNEXURE-X
Pre-Bid Query Format
(to be provided in MS-Excel format)

Sub: Declaration for Pre-Bid Query for Request for Proposal (RFP) for Selection of Internet Service Providers for availing Internet Links with DDoS as service at DC & DR sites for a period of 5 years

GeM Bid Ref: GEM/2025/B/6991495 dated:11-12-2025

Bidder's Name:

S.No	Page No	Para No.	Description	Query details

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:



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ANDHRA PRADESH GRAMEENA BANK

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HEAD OFFICE – GUNTUR

ANNEXURE-XI

Turnover, Net Worth and P&L Details

(Bidders have to submit photocopies of Audited Balance Sheet / P&L)

Sub: Declaration for Turnover, Networth and P&L for Request for Proposal (RFP) for Selection of Internet Service Providers for availing Internet Links with DDoS as service at DC & DR sites for a period of 5 years

GeM Bid Ref: GEM/2025/B/6991495 dated:11-12-2025

(Amount in Rs.)

F Y	Turnover	Net Profit and Loss	Net worth

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:



Annexure-XII

Format for Submission of Client References

To whosoever it may concern

Particulars	Details
Client Information	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
Official e-mail address of the contact person	
Project Details	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress / Completed)	

Name & Signature of authorised signatory

Seal of Company



ANNEXURE-XIII

Certificate of Local Content as per Make in India Guidelines

The General Manager,
IT Department,
Andhra Pradesh Grameena Bank
Door. No, 5-37-234,
4th floor, Raghu Mansion,
4/1 Brodipet, Guntur, Andhra Pradesh - 522002

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Internet Service Providers for availing Internet Links with DDoS as service at DC & DR sites for a period of 5 years

GeM Bid Ref: GEM/2025/B/6991495 dated:11-12-2025

This is to certify that proposed _____ solution is having the local content of _____ % as defined in the above mentioned RFP.

This certificate is submitted in reference to the Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no. DPIIT

Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020 and subsequent revision order no. P45021/2/2017-PP (BE-II)-Part(4) Vol. II dated 19/07/2024 & its clarifications/amendment (if any) referred to hereinabove.

For
OEM

Signature of authorised signatory
Name and Designation:
Seal:

For

statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies)

Signature of authorised signatory
Name: Seal:
Date:



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Annexure-XIV

DECLARATION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND

BORDER WITH INDIA

**(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING/ CERTIFICATE ON ITS
LETTERHEAD)**

To,
General Manager-IT,
Andhra Pradesh Grameena Bank
Door. No, 5-37-234,
4th floor, Raghu Mansion,
4/1 Brodipet, Guntur, Andhra Pradesh - 522002

Date

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Internet Service Providers for availing Internet Links with DDoS as service at DC & DR sites for a period of 5 years

GeM Bid Ref: GEM/2025/B/6991495 dated:11-12-2025

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << name of the firm>> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



Annexure-XV

LETTER OF AUTHORISATION TO BID

To,

General Manager-IT,
Andhra Pradesh Gramenea Bank
Door. No, 5-37-234,
4th floor, Raghu Mansion,
4/1 Brodipet, Guntur, Andhra Pradesh - 522002

Date

SUB: Authorization Letter for submitting bid documents.

GeM Bid Ref: GEM/2025/B/6991495 dated:11-12-2025

This has reference to your above RFP for Selection of Internet Service Providers for availing Internet Links with DDoS as service at DC & DR sites for a period of 5 years, Mr/Mrs/Miss _____ is hereby authorised to submit the bid documents, to submit on-line bid, to participate in reverse auction and to sign the contract on behalf of our organization for all the services/ goods required by the bank as called vide the bank's request for proposal vide **GeM Bid ref. no. GEM/2025/B/6991495 dated:11-12-2025** on behalf of our organization. We confirm that the person so authorized above has digital signatures **(with encryption feature) issued in the name of company** and confirm that all the prices quoted in on-line-sealed bid or in reverse auction by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed.

Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of P/A of authorised Signatory/authority is to be submitted)

Note: 1. This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.



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ANDHRA PRADESH GRAMEENA BANK

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HEAD OFFICE – GUNTUR

Annexure-XVI
Escalation Matrix

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Request for Proposal (RFP) for Selection of Internet Service Providers for availing Internet Links with DDoS as service at DC & DR sites for a period of 5 years

GeM Bid Ref: GEM/2025/B/6991495 dated:11-12-2025

Name of the Bidder Firm:

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second level contact (If response not received in 24 Hours)					
c.		Regional/Zonal Head (If response not received in 48 Hours)					
d.		Country Head (If response not received in One week)					

Any change in designation, substitution will be informed by us immediately.

Date

Signature with seal

Name :

Designation :



Annexure-XVII

Bidder's Profile

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB:Request for Proposal (RFP) for Selection of Internet Service Providers for availing Internet Links with DDoS as service at DC & DR sites for a period of 5 years

GeM Bid Ref: GEM/2025/B/6991495 dated:11-12-2025

Sl. No.	Particulars	Details
a)	Name of the Bidder Firm/Company	
b)	Constitution (Ltd./Pvt. Ltd/Firm etc.)	
c)	Date of Incorporation and / or Commencement of business with supporting documents	
d)	Certificate of Incorporation (CIN)	
e)	Whether registered as MSE for the item under the GeM Bid? (Proof of registration as MSE for the item under the GeM Bid)	
f)	Whether recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)? (Proof of such recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity complies with Startup guidelines)	
g)	Address of Corporate Office	
h)	Address of the Registered Office	
i)	Particulars of the Primary Contact Person (Authorized Signatory of the Bidder)	Name
		Designation
		Address for Correspondence
		Phone Number (Landline)
		Mobile Number
		Email address
j)		Name



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Particulars of the Secondary Contact Person	Designation	
	Mobile Number	
	Email address	
k)	Firm / Company Website address	
I)	Firm/Company PAN number Firm/Company GST Number <u>Beneficiary Bank Details for Bid security refund etc..</u> Beneficiary Name Beneficiary Account Number Type of Bank Account (Current/OD/OCC etc.) IFSC Code Beneficiary Bank Name & Branch address	

Date

Signature with seal

Name:

Designation:



CHECKLIST

S.No.	Criteria	Documents to be submitted as proof
1	The Bidder should be a Public/ Private Limited Company and should be in existence in India for the last 5 years (as on 31.03.2025).	Copy of Certificate of Incorporation
2	The bidder should have acquired valid NLD and ISP License from DOT and the license should have been acquired before 31.03.2025.	Copy of valid NLD Certificate.
3	The net worth of the Bidder firm should not be negative as on 31.03.2025 and also should not have eroded by more than 30% (thirty percent) in the last preceding Financial Years (FY 2022-2023, 2023-2024 & 2024-25).	Copy of auditor/ chartered accountant certificate.
4	<p>The average annual turnover of the Bidder should be Rs.20 crore or above in last three financial years (2022-23, 2023-24 & 2024-25).</p> <p>Relaxation only for MSE/ Start-up:</p> <p>The average annual turnover of the MSE/Start-up Bidder should be Rs. 10 crore or above in last three financial years (2022-23, 2023-24 & 2024-25).</p>	Copy of Audited Financial Statement along with auditor/ chartered accountant certificate
5	<p>Bidder should have provided at least one link of 1 Gbps or above Internet bandwidth with DDoS as service to atleast any two of the following:</p> <p>Public Sector Banks/Private Banks/ Regional Rural Banks (RRBs) / Financial Institutions in India during last three years ending 31.03.2025 and supporting the link currently.</p> <p>Relaxation only for MSE/ Start-up:</p> <p>The MSE/Start-up Bidder should have provided at least one link of 1 Gbps or above Internet bandwidth with DDoS as service to atleast any one of the following:</p> <p>Public Sector Banks / Private Banks/ Regional Rural Banks (RRBs) / Financial Institutions in India during last three years ending 31.03.2025 and supporting the link currently.</p>	Copy of the purchase order along with proof of supply from the organizations to be submitted
6	The Bidder should have an office in Hyderabad & Chennai to provide support services.	Valid Proof of address for having an office in Hyderabad & Chennai.
7	The Bidder should not have been blacklisted by any Government Dept/ PSU/ PSE/ PSB/ Financial Institutions Banks currently.	Self-Declaration as per the format given in Annexure-II should be attached.
8	Should be in Core ISP business providing DDoS detection and mitigation services at least for a period of last one year.	Copy of Purchase orders issued by Banks/ Financial Institutions/ Government Organisations
9	Should be registered with TRAI for providing Internet Bandwidth Service in India.	Copy of valid TRAI Certificate



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10	The Bidder should have own access network for providing last mile (local loop) excluding the cross connects.	Certification/ Undertaking letter is to be submitted to this effect by the bidder.
11	There should be atleast two(2) scrubbing centres in India from which the DDoS Mitigation services are provided to bank.	Certification/ Undertaking letter is to be submitted to this effect by the bidder.
12	Technical Compliance	Compliance to be given as per Part - I
13	Bid Security form (Bank Guarantee Only)	Bid Security of Rs.10,00,000/- as per Annexure-V.
14	Bid Form	As per Annexure-I
15	Pre-Integrity Pact	As per Annexure-VII
16	Escalation Matrix	Bidders have to provide the escalation matrix for call logging, on their letter head
17	Declaration regarding Land Border Compliance	Declaration to be submitted as per Annexure-XIV
18	Declaration for MSE benefits	To be submitted as per Annexure - IX, if applicable
19	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder