



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

**REQUEST FOR PROPOSAL [RFP]**

**FOR**

Selection of service provider for providing CMC/AMC and technical support services for Desktops, Printers and Scanners located at Branches/Offices for a period of Two (02) years in Andhra Pradesh Grameena Bank (APGB)

Issued by: Andhra Pradesh Grameena Bank,  
Department of Information Technology,  
Head Office, Guntur.  
Mobile: 9281404943, 9390478378  
Procurement@apgb.bank.in



# ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్

## ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

### SECTION-A BID SCHEDULE & ABBREVIATIONS

#### 1. BID SCHEDULE

Sl No.	Description	Details
1.	RFP No. and Date	GEM/2026/B/7431959 dated 10/04/2026
2.	Brief Description of the RFP	Selection of service provider for providing CMC/AMC and technical support services for desktops, Printers and scanners located at Branches/Controlling Offices for a period of Two (02) years in Andhra Pradesh Grameena Bank (APGB).
3.	Bank's Address for Communication	General Manager-IT, Andhra Pradesh Grameena Bank Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh - 522002
4.	Date of Issue of RFP	As mentioned in GeM Bid Document
5.	Earnest Money Deposit (Refundable)	<p>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><b><u>Fund transfer account details:</u></b></p> <p>Account Name : APGB Account No : 79991025400017 IFSC Code : UBIN0CG7999</p>
6.	Documents to be submitted physically by Bidders / Pre-Contract Integrity Pact	<p><b>Pre-Contract Integrity Pact</b> (on stamp paper). This has to be submitted in non-judicial Stamp Paper of INR 500. The same to be sent to Bank's below mentioned address.</p> <p>General Manager-IT, Andhra Pradesh Grameena Bank Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh - 522002</p>



ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్  
**ANDHRA PRADESH GRAMEENA BANK**

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

7.	Performance Bank Guarantee/	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 other than Andhra Pradesh Grameena Bank, valid for 26 months including 2 months claim period
8.	Last Date, Time and Venue for Submission of Bids	Bid End Date/Time as per GeM Bid Document. Response should be submitted in GeM portal and physical documents should be submitted at below mentioned address before due date/time:  General Manager-IT, Andhra Pradesh Grameena Bank Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh - 522002.
9.	Date, Time & Venue for opening of Part A - Technical Proposals.	Bid Opening Date/Time as mentioned in GeM Bid Documents. Bid will be opened in GeM portal.
10.	Date, Time & Venue for opening of Part B - Commercial Proposals	As per GeM Bid Schedule. Bid will be opened in GeM portal.
11.	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).
12.	Pre-bid Meeting Date & Time	1. Based on the clarification sought by the bidders through mail, bank may take decision to conduct online/virtual meeting for pre bid queries. 2. Pre-bid queries should be sent to E-mail <a href="mailto:procurement@apgb.bank.in">procurement@apgb.bank.in</a> and must reach us on or before <b>18/04/2026, at 3.00 PM</b> . Subject of the email should be given as "Pre-bid Queries for <b>GEM/2026/B/7431959 dated 10/04/2026</b> ". Queries reaching afterwards will not be entertained.



**ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్**  
**ANDHRA PRADESH GRAMEENA BANK**

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

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. 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. Further, Bidders must submit their commercial bid as per the format given in the RFP (Commercial Bid) 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 bidders 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 & conditions, 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



# ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్

## ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

### DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Andhra Pradesh Grameena Bank (or 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 document is not an agreement and is not an offer or invitation by Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. 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. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. 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.

Andhra Pradesh Grameena Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank’s Website (<https://apgb.bank.in/tenders/> & <https://gem.gov.in/>) and it will become part and parcel of RFP.

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. This RFP document prepared by Andhra Pradesh Grameena Bank should not be reused or copied or used either partially or fully in any form.

Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Bank reserves the right to reject any or all Request for Proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Bank shall be final, conclusive and binding on all the parties.



# ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్

## ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

### LIST OF CONTENTS

SECTION A - BID DETAILS & ABBREVIATIONS			
Clause No.	Clause Description		
1.	Bid Schedule		
SECTION B - INTRODUCTION			
1.	About Andhra Pradesh Grameena Bank	2.	Definitions
3.	About RFP	4.	Objective
5.	Requirement Details	6.	Participation methodology
7.	Pre-Qualification Criteria	8.	Scope of Work
SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS			
1.	Project Timelines	2.	Security
3.	Payment Terms	4.	Uptime
5.	Penalties/Liquidated Damages	6.	Spare Parts
7.	Local Support	8.	Subcontracting
9.	Right to Audit		
SECTION D -BID PROCESS			
1.	Clarification to RFP & Pre-Bid queries	2.	Pre-Bid Meeting
3.	Amendment to Bidding Document	4.	Bid System Offer
5.	Preparation of Bids	6.	Earnest Money Deposit (EMD)/ Bank Guarantee In Lieu Of EMD
7.	Software Version	8.	Documentation
9.	Cost & Currency	10.	Erasures or Alterations
11.	Assumptions/Presumptions/Modifications	12.	Submission of Bids
13.	Bid Opening		
SECTION E -SELECTION OF BIDDER			
1.	Preliminary Scrutiny	2.	Clarification of Offers
3.	Evaluation of Bids	4.	Normalization of Bids
5.	Intimation to Qualified/ Successful Bidders	6.	Selection of successful Bidder



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

<b>SECTION F - OWNERSHIP &amp; AWARDING OF CONTRACT</b>			
1.	Bid Validity Period	2.	Proposal ownership
3.	Project ownership	4.	Acceptance of offer
5.	Award of Contract	6.	Effective Date
7.	Project Execution	8.	Fixed Price
9.	Expenses	10.	Performance Security
11.	Execution of Agreement	12.	Pricing & Payments
13.	Order Cancellation/Termination of Contract		
<b>SECTION G - GENERAL CONDITIONS</b>			
1.	General Order Terms	2.	Roles & Responsibility during Project Implementation
3.	Responsibilities of the Selected Bidder	4.	Human Resource Requirement
5.	Responsibility for completeness	6.	Inspection of Records
7.	Negligence	8.	Assignment
9.	Publicity	10.	Intellectual Property Rights
11.	Confidentiality and Non-Disclosure	12.	Exit Management Plan
13.	Training and Handholding	14.	Service Levels
15.	Business Continuity Plan	16.	Corrupt and Fraudulent Practices
17.	Hiring of Bank Staff or Ex-Staff	18.	Adherence to Banks IS Security/Cyber Security Policies
19.	Amendments to Contract	20.	Indemnity
21.	Conflict of Interest	22.	General Conditions to Contract
23.	Force Majeure	24.	Responsibilities of the Bidder
25.	Amendments to the Purchase Order	26.	Amendments to the Agreement
27.	Modification/ Cancellation of RFP	28.	Social Media Policy
29.	Resolution of disputes	30.	Legal Disputes and Jurisdiction of the court
31.	Bidder Conformity	32.	Corrupt and Fraudulent Practices
33.	Adoption of Integrity Pact	34.	Data Processing
35.	Protection of Data		



**ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్**  
**ANDHRA PRADESH GRAMEENA BANK**

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

SECTION H - PURCHASE PREFERENCE			
1.	Micro & Small Enterprises	3.	Startup
2.	Procurement through Local Suppliers (Make in India)		

Annexures (To be submitted with Part A - Technical Proposal)	
1.	Bid Covering Letter
2.	Pre-Qualification Criteria
3.	Bidder's Profile
4.	Bid Security Declaration
5.	Make in India Certificate
6.	List of major customers of the bidders in Last 3 Years
7.	Office Details
8.	Scope of Work
9.	Hardware Details to be covered under AMC
10.	Support Location Details
11.	Non-Disclosure Agreement
12.	Undertaking of authenticity
13.	Compliance Statement
14.	Undertaking Letter
15.	Escalation Matrix
16.	Letter for EMD Return
17.	Undertaking for Not Being NPA
Annexures (To be submitted with Part B - Commercial Bid)	
18.	Bill of Material



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

**APPENDICES**

A.	Instructions to be noted while preparing/submitted Part A - Technical Proposal
B.	Instruction to be noted while preparing/submitted Part B - Commercial Bid
C.	Bank Guarantee Format for Earnest Money Deposit
D.	Proforma of Bank Guarantee for Contract Performance
E.	Pre-Contract Integrity Pact
F.	Contract Agreement



## SECTION B - INTRODUCTION

### 1. About Andhra Pradesh Grameena Bank

- 1.1. Andhra Pradesh Grameena Bank is a Regional Rural Bank having 1359 branches network in all districts of Andhra Pradesh and its Head office is located at Door. No. 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh.

### 2. Definitions

- 2.1. 'Bank' unless excluded by and repugnant to the context or the meaning thereof, shall mean 'Andhra Pradesh Grameena Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 2.2. 'GeM' means Government e-Marketplace wherein the whole bidding process shall be conducted online.
- 2.3. 'RFP' means Request for Proposal for "Service Provider for providing comprehensive AMC and technical support Services for Desktops, Printers and Scanners, located at Branches/Offices for a period of Two (02) years from 01/05/2026 to 30/04/2028 (or from AMC start date issued in the Purchase Order for selected bidder) in Andhra Pradesh Grameena Bank".
- 2.4. The eligible vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder'.
- 2.5. "Services" means "Providing comprehensive AMC and technical support Services for Desktops, Printers and Scanners, located at Branches/Offices for a period of Two (02) years in Andhra Pradesh Grameena Bank" as per RFP terms.
- 2.6. 'Proposal' means the response (including all necessary documents) submitted by the eligible Bidder in response to this RFP.
- 2.7. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process.
- 2.8. 'TCO or Total Cost of Ownership' means the total Cost mentioned in the Purchase Order including GST/ GeM Sanction order issued by the Bank.
- 2.9. 'Successful Bidder'/ 'Selected Bidder'/ 'L1 Bidder' means the Bidder who is found to be the lowest quoted Bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP.

### 3. About RFP

- 3.1. The Bank intends to on-board vendor for providing comprehensive AMC and technical support Services for Desktops, Printers and Scanners located at Branches/Offices for a period of Two (02) year as per the terms & conditions, technical requirements and scope of work described elsewhere in this document.
- 3.2. The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the services, unless a



# ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్

## ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

purchase order or notification of award is published by Bank if any, as an end result of this RFP process. The provision of the services is subject to compliance to selection process and appropriate documentation being agreed between the Bank and selected Bidder as identified by the Bank after completion of the selection process.

#### 4. Objective

- 4.1. Bank invites bids from reputed Bidders to submit their response who fulfils the Pre-Qualification Criteria as per Annexure-2.
- 4.2. The Bidders satisfying the Qualification Criteria as per the RFP and having experience in providing comprehensive AMC and technical support Services for Desktops, Printers and Scanners in the Scheduled Commercial Banks in India may respond.

#### 5. Requirement Details

- 5.1. Bank invites sealed online offers ('Technical Proposal' and 'Commercial Bid') for selection of Service Provider who shall provide comprehensive AMC and related technology support Services for Desktops, Printers and Scanners located at Branches/Offices for a period of Two (02) year as per the terms and conditions, Technical Requirement and Scope of Work described elsewhere in this document.
- 5.2. The selected bidder should propose the Bank for any new services for strengthening the monitoring processes and the Bank reserves the right to include additional services apart from those provided in the RFP.

#### 6. Participation methodology

- 6.1. No Bidder shall submit more than one bid. If a Bidder submits or participates in more than one bid, all the bids submitted by the Bidder shall be disqualified.
- 6.2. In the following circumstances, the Bank will have discretion to reject the Bid/response or accept the Bid/ response with conditions stipulated by bank.
  - 6.2.1. Bid / Response submitted by holding company and its subsidiary.
  - 6.2.2. Bid / Response submitted by two or more companies having common Director/s.
  - 6.2.3. Bid / Responses submitted by two or more partnership firm/company / LLPs having common partners.
  - 6.2.4. Bid / Response submitted by two or more companies having the same group of promoters / management.
  - 6.2.5. Any other bid / response is at the sole discretion of the bank, in the nature of multiple bids.
- 6.3. Attested true photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Consultant/ Bidder independently.



6.4. The bid, correspondence and communication for the process would be in English only. No other languages, vernacular versions or translations / transliterations are permitted. The bids which are not in English shall be rejected.

6.5. Bidding in Consortium is not permitted.

## 7. Pre-Qualification Criteria

7.1. Interested Bidders meeting the Pre-Qualification Criteria as mentioned in Annexure-2 of this RFP, may respond.

7.2. Non-compliance to any of the Pre-Qualification criteria would result in outright rejection of the bidder's proposal. The bidder is expected to provide proof for each of the points for Pre-Qualification evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Compliance". Any credential detail mentioned in "Pre-Qualification Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.

7.3. Bank, reserves the right to verify/evaluate the claims made by the bidder independently and seek further clarifications without any limitation for verification/evaluation of claims. Any deliberate misrepresentation will entail rejection of the offer.

## 8. Scope of Work

8.1. The Broad Scope of work and Technical requirements shall include but not be limited as mentioned in Annexure-8. Bidder has to conform compliance to the Scope of Work as mentioned in Annexure-8. The bidders are required to go through the complete RFP document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

8.2. Bank reserves the right to modify the scope of work due to change in regulatory instructions, market scenario and internal requirement within the overall objective of the services. Any guidelines on changes/ modifications/ enhancements given by RBI/regulatory bodies with regard to services will be added to the scope of work.

8.3. During the course of the project, there might be related areas which Bank would like the selected Bidder to undertake which may not have envisaged earlier.

### 8.4. Project Completion and Management

8.4.1. For smooth completion of project, the selected bidder should identify one or two of its representatives as a single point of contact for the Bank.

8.4.2. Project implementation team should be conversant with all rules and conditions to resolve the issues, if any.



**SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS**

**1. Project Timelines**

- 1.1 The vendor shall submit the acceptance of the Purchase Order within seven (7) days from the date of receipt of Purchase Order. In case of non-receipt of acceptance by the due date, the Purchase Order shall deem to have been accepted by the vendor.
- 1.2 The selected bidder should provide comprehensive AMC and technical support Services for Desktops, Printers and Scanners located at Branches/Offices for a period of Two (02) years.
- 1.3 The Bank will not arrange for any Road Permit / any Tax clearance for delivery of hardware/software/services to different locations and the selected bidder is required to make the arrangements for delivery of hardware/software/services to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the selected bidder, if required.

**2. Security**

- 2.1 The selected bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.
- 2.2 The selected bidder has to do necessary changes in the configuration directed by security team of the bank after security audits like VAPT, Code Audit etc., without disturbing the production and existing backed up copies and at no additional cost to the Bank.
- 2.3 The selected bidder has to follow the industry best practices in configuration of Operating System and other Software.
- 2.4 Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract period.
- 2.5 The selected bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
- 2.6 The selected bidder is liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy.
- 2.7 The selected bidder will have to establish all the necessary procedures/infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.



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

**3. Payment Terms:**

3.1 The payment schedule will be as under and will release after execution of contract agreement and submission of performance Bank Guarantee :

Sl. No.	Payment Stages	Condition/Remarks
1.	AMC for Desktops, Printers and Scanners located at Branches/Offices.	Quarterly in Arrears and on submission of Invoice along with PM/CM reports after deducting Liquidated Damages (if Any) at Head Office/Regional Offices)

3.2 Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.

3.3 The selected bidder has to submit all Preventive/Corrective Maintenance report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment along with the Invoices to Regional Office/Head Office. Report should contain the product serial numbers of respective branch.

3.4 Bank will not pay any amount in advance unless otherwise specified in this RFP.

3.5 Payment shall be released within 30 days from the date of submission of relevant documents as per RFP terms.

3.6 The Bank shall finalize the report as mutually agreed by the selected bidder. The selected bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming payment.

3.7 The bidder shall submit all Preventive Maintenance (PM) reports for the respective hardware. Failure to submit these reports will result in a deduction of the corresponding AMC cost from the invoice. If PM reports are not submitted for two consecutive quarters, an additional penalty of double the actuals shall be levied.

3.8 The payments will be released through NEFT/RTGS after deducting the application LD/Penalty, TDS if any, by Head Office/ Regional Offices and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

**4. Uptime**

4.1 The bidder shall guarantee a 24x7 availability with monthly uptime of 96.00% for all the software and hardware as specified in Annexure-9, during the period of the AMC/ATS Contract, which shall be calculated on monthly basis.

4.2 The "Uptime" is, for calculation purposes, equals to the Total contracted hours in a month less Downtime. The "Downtime" is the time between the Time of



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

Failure reported to the vendor and Time of Restoration within the contracted hours. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.

- 4.3 If the Bidder is not able to attend the troubleshooting calls on items under AMC/ATS, working due to closure of the office/non-availability of access to the Hardware Items, the response time/uptime will be taken as the time when the access has been provided to vendor from the opening of the office for the purpose of uptime calculation. The Bidder shall provide the Monthly uptime reports during the AMC/ATS period.
- 4.4 Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during office hours i.e. from 10.00 A.M. to 6.00 P.M. on all working days (which may extend in case of exigencies). In case any defects, faults and failures in the equipment could not be repaired or rectified during the raid period, the engineers of the Vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the Vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose, the Vendor shall keep sufficient stock of spares at its premises
- 4.5 The vendor shall resolve any complaint and failures in the equipment and shall repair and replace worn out or defective parts of the equipment immediately. The vendor shall ensure that faults and failures intimated by BANK are diagnosed and repaired within 8 hours. If the repair work is expected to prolong beyond 8 hours to down time, the vendor shall replace the defective equipment with stand-by within 2 working days and restore operations. Time taken for resolution of complaints can be relaxed in exceptional circumstance in case of branches situated in hilly areas. if call not resolved as per the above timelines penalty will be applicable as per the 5.1.1
- 4.6 A minimum uptime of 96% will have to be ensured at all times for items viz Desktops, Printers and scanners. The total downtime at a branch will be calculated as the time of **lodgement of complaint at the dedicated toll-free number/e-mail/portal (portal will be provided by the bidder or Bank and handled by the respective engineers and bank's team)** , or from the copy of the call sheet duly signed by the Branch officials.

The copy of call sheets provided by the service engineer(s) to the Branch will form the basis for calculating the total downtime. The call will be treated as closed after final resolution of the problem and confirmation thereof by the Branch. If the issue reoccurred within 24 hours of making up, the call will not be treated as closed. Down time shall start from the time of intimation by the Branch/Office by phone or email or escalation portal up to the time call sheet is provided by the service engineer.

- 4.7 The Downtime calculated shall not include any failure due to bank, third party and Force Majeure.
- 4.8 The percentage uptime is calculated on monthly basis as follows:



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

(Total contracted hours in a month - Downtime hours within contracted hours) \_\_\_\_\_ X100  
Total contracted hours in a month

4.9 Contracted hours of a month = No. of days in that month X 24 Hours.

**5. Penalties/Liquidated Damages:**

**5.1 Penalties/Liquidated damages for not maintaining uptime**

5.1.1 Failure to maintain the above uptime penalty will be applicable as per below table:

Monthly Uptime %	Penalty
>96.00%	Nil
>94.00% <=96.00%	2% of the Quarterly AMC value of the affected device.
>92%<=94.00%	5% of the Quarterly AMC value of the affected device.
>90%<=92%	10% of the Quarterly AMC value of the affected device.
<90%	The LD amount will be equal to the quarterly AMC value of affected device.

5.1.2 However, The maximum penalty levied under above clause 5.1.1 shall not be more than 10% of the Total cost of Ownership.

5.1.3 SLA will be monitored on Monthly basis. Penalty due to downtime, during the contract period will be deducted from any subsequent payment to be made to the Vendor Quarterly.

5.1.4 If monthly uptime is less than 90%, the Bank shall levy penalty as above and shall have full right to terminate the AMC contract under this RFP. The right of termination shall be in addition to the penalty and invocation of Performance Security.

5.1.5 Further Bank may waive the penalty/LD charges under genuine cases, if bank satisfy with the reason provided by the bidder

**5.2 Penalties/Liquidated Damages for non-performance:**

If the selected bidder does not meet the specifications/terms of the RFP during various tests/stages, the selected bidder shall rectify the same at bidders cost to comply with the specifications/terms of the RFP immediately to ensure the committed uptime/terms, failing which the Bank reserves its right to withhold the payment, impose penalty and invoke the Performance Security/ nullify the contract.

**5.3 Penalties/liquidated damages for Onsite resources:**

In case onsite resource goes on leave /absence, suitable replacement of manpower has to be arranged by vendor to ensure that regular functioning of Bank does not hamper. If replacement resource is not provided in absence of



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

Onsite engineers, the Bank reserves the right to charge a LD (Liquidated Damages). The vendor will be liable for a penalty of Rs.500/- per resource per day. Maximum penalty deductible under this clause will be restricted to 20% of the AMC charges payable per one year.

- 5.4 The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 5.5 If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- 5.6 All the above LDs are independent of each other and are applicable separately and concurrently.
- 5.7 The overall penalty for the above shall be restricted to 20% of the total contract value. However, this is not applicable to penalty imposed by third parties.
- 5.8 If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 5.9 Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employees or their service providers negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.
- 5.10 Bank may impose penalty to the extent of damage to its any equipment or fine imposed by RBI or any regulatory bodies , if the damage was due to the actions attributable to the staff of the selected bidder.
- 5.11 The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the selected bidder under this purchase contract or may be recovered by invoking of Performance Security or otherwise from selected bidder or from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty were provided for under the contract
- 5.12 All the above LDs are independent of each other and are applicable separately and concurrently and shall be restricted to 10% of TCO during the contract period.
- 5.13 LD is not applicable for the reasons attributable to the Bank and Force Majeure.

**6. Spare Parts:**

- 6.1 The vendor shall make available the spare parts, components etc. for the desktops, Printers and scanners for a period to be specified by the Bank, during the AMC period.



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

6.2 If any of the peripherals/ components is not available during the AMC period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity.

**7. Local support**

7.1 The Support should be for an unlimited number of incidents reported to the selected Bidder and they have to provide a practical solution to resolve the issue. The support should be provided over phone, E mail web based, in person, if required. All escalations will be attended / responded-promptly not later than 30 minutes of reporting.

7.2 The Bidder is responsible for providing Incident Management for offered product. Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue.

7.3 The Bidder will be responsible for attending complaints during all hours on 24\*7\*365 basis during contract period.

7.4 Support has to cover /solve day-to-day issue while using the supplied tools in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues and any other issues to the Bank as per SOW/SLA at no extra cost.

**8. Subcontracting**

8.1 VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.

8.2 Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.

**9. Right to Audit**

9.1 The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.

9.2 Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor



ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్  
**ANDHRA PRADESH GRAMEENA BANK**

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

- 9.3** The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to the PURCHASER and/or auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.



**SECTION D - BID PROCESS**

**1. Clarification to RFP and Pre-Bid Queries**

1.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per the below mentioned format.

Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query
1					
2					
3					
4					
5					
-					

1.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to The General Manager, The General Manager-IT, Andhra Pradesh Grameena Bank, Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh, 522002 in email to [procurement@apgb.bank.in](mailto:procurement@apgb.bank.in) by the intending bidders as per the bid schedule.

1.3. No queries will be entertained from the bidders after the due date and time mentioned in the RFP document.

1.4. No oral or individual consultation will be entertained.

**2. Pre-Bid meeting**

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

2.2. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

2.3. The Bank will consolidate all the queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website i.e. <https://apgb.bank.in/tenders> and GeM portal. No individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/ amendments/ corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

2.4. Non reply to any of the queries raised by the bidders during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.



### 3. Amendment to Bidding Document

- 3.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 3.2. Notification of amendments will be made available on the GeM/Bank's website only (i.e. <https://apgb.bank.in/tenders>) and will be binding on all bidders and no separate communication will be issued in this regard.
- 3.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

### 4. Bid System Offer

This is two bid system which has following 2 (Two) parts:

- 4.1. **Part A - Technical cum Eligibility Proposal:** Indicating the response to the Pre-Qualification Criteria, Scope of Work and Technical and functional requirements and other terms & conditions for this RFP.
- 4.2. **Part B - Commercial Bid:** Furnishing all relevant information as required as per Bill of Material as per Annexure-18.

### 5. Preparation of Bids

#### 5.1. **Part A - Technical cum Eligibility Proposal**

- 5.1.1. Before submitting the bid, the bidders should ensure that they conform to the Pre-Qualification criteria as stated in Annexure-2 of this RFP. Only after satisfying themselves of the Pre-Qualification criteria, the Offer should be submitted.
- 5.1.2. Technical cum eligibility Proposal should be submitted as per the instructions in Appendix-A. Relevant technical details and documentation should be provided along with Technical cum Eligibility Proposal.
- 5.1.3. It is mandatory to provide the compliance to Scope of Work in the exact format of Annexure-8.
- 5.1.4. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 5.1.5. If any part of the technical/functional requirements offered by the bidder is different from the technical/functional requirements sought in the RFP, the bidder has to substantiate the same in detail the reason of their quoting a different technical/ functional requirement than what is sought for, like better feature or non-availability/



# ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్

## ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

feasibility of the technical/functional requirements quoted by Bank, invariably to process the technical offer.

- 5.1.6. The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
- 5.1.7. The relevant solution information, brand, and solution offered, printed product brochure, technical/functional specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 5.1.8. The Technical Proposal should be complete in all respects and contain all information sought for. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection
- 5.1.9. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
  - 5.1.9.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
  - 5.1.9.2. It should not provide any price information like, unit price, tax percentage, tax amount etc.

### 5.2. Commercial Bid

- 5.2.1. Commercial Bid (indicative) should be submitted as per instruction in Appendix-B.
- 5.2.2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per Annexure-18. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 5.2.3. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
- 5.2.4. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 5.2.5. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 5.2.6. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.



# ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్

## ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

5.2.7. The Commercial Bid (Indicative) of only those bidders who are qualified in Part-A Technical cum Eligibility Proposal will be opened online as per GeM Terms & Conditions.

5.2.8. The price quoted by bidders on the GeM portal must match the price provided in the Bill of Materials (BoM) submitted by the bidder. In case of any discrepancy in pricing, and if the bidder fails to provide a satisfactory justification for such variation, the bidder shall be disqualified from further evaluation.

5.2.9. The price quoted by bidders on the GeM portal must match the price provided in the Bill of Materials (BoM) submitted by the bidder. In case of any discrepancy in pricing, and if the bidder fails to provide a satisfactory justification for such variation, the bidder shall be disqualified from further evaluation.

### 6. Earnest Money Deposit (EMD)/ Bank Guarantee in lieu of EMD

6.1. 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 Grameena 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.

6.2. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Andhra Pradesh Grameena Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D

6.3. The bidder has the provision to remit the Earnest Money Deposit through **online mode** to below mentioned account for this RFP:

#### Fund transfer account details:

Account Name : APGB  
Account No : 79991025400017  
IFSC Code : UBIN0CG7999

Bidders are requested to clearly mention the Name of the Firm with RFP No. in the Narration field.

6.4. Non submission of EMD with Technical cum Eligibility Proposal leads to rejection of Bid.

Unsuccessful Bidder's 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.

#### **7. Software Version**

The bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder also should not quote Software which are impending End of Sale.

#### **8. Documentation**

Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted in support of the Technical Offer made without any additional charges to the bank. The Bank is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the RFP for its own use.

#### **9. Costs & Currency**

The Offer must be made in Indian Rupees only as per Bill of Material (Annexure-18).

#### **10. Erasures or Alterations**

The Offers containing erasures or alterations or overwriting may not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the RFP guidelines and as unacceptable.

#### **11. Assumptions/Presumptions/Modifications**

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc., in the bidder's response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.



**12. Submission of Bids**

12.1. The bidder has to submit their response in GeM portal before the bid end date & time mentioned in the GeM bid document. The physical documents (viz., EMD, Integrity Pact etc.,) should be submitted to the below mentioned officials before the bid end date & time at the Venue specified in the Bid Schedule.

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

12.2. The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing physical documents.

**13. Bid Opening**

13.1. The **Technical Proposal** shall be opened online, on the Date & Time specified in the GeM Bid Schedule.

13.2. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bids will be opened on the next working day.

13.3. The **Technical Proposal** submitted by the bidder will be evaluated based on the documents submitted as per Appendix-A.

13.4. The Commercial Bid (indicative) of only those bidders who are qualified in **Technical Proposal** will be opened for further evaluation.



**SECTION E - SELECTION OF BIDDER**

**1. Preliminary Scrutiny**

- 1.1. The Bank will scrutinize the bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- 1.2. Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical requirements and bidding document is submitted without any deviations.

**2. Clarification of Offers**

- 2.1. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the bidder's response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- 2.2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

**3. Evaluation of Bids**

- 3.1. The Bank will evaluate the bids submitted by the bidders under this RFP. The bids will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bids. It is Bank's discretion to decide at the relevant point of time.

**3.2. Technical Proposal**

- 3.2.1. The Technical Proposal submitted by the bidders will be evaluated based on documents submitted against this RFP as per **Appendix-A** and Bank will seek clarification, if required. The Part B - Commercial Proposal of only those bidders who qualified in Part A - Technical Proposal will be opened by the Bank.
- 3.2.2. Bank will evaluate the responses provided by the bidders for compliance to Scope of Work, Technical and Functional Requirements, Technical evaluation criteria and other terms & conditions as stipulated in the RFP.
- 3.2.3. The proof of documents should be submitted as per **Appendix-A** and it will be evaluated by the Bank and Bank will seek clarification, if required.



### **3.3. Commercial Bid**

The Part B - Commercial Proposals (Indicative) of only those bidders who qualified in Part A - Technical Proposal will be opened with due communication by the Bank. The Part B - Commercial Bid submitted by the bidder will be evaluated based on Bill of material submitted by the Bidder. Subsequently Online Reverse Auction will be conducted in the GeM portal for those bidders qualified as per the GeM bid terms and conditions.

## **4. Normalization of Bids**

4.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;

4.1.1. Incremental bid submission in part of the requested clarification by the Bank

OR

4.1.2. Revised submissions of the entire bid in the whole

4.2. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.

4.3. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

## **5. Intimation to Qualified/Successful Bidders**

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A - Technical cum Eligibility Proposal and Part B - Commercial Bid. The names of qualified bidders at each stage would be announced in GeM Portal. Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2 etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

## **6. Selection of successful Bidder**

6.1. The bidder/s who quotes the lowest price (L1) after the reverse auction will be referred as the successful bidder/ bidders and will be notified through the GeM portal. No separate intimation will be sent to the bidder in this regard.



ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్  
**ANDHRA PRADESH GRAMEENA BANK**

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

- 6.2. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 6.3. The Bank reserves the right to re-tender without assigning any reasons whatsoever. The Bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection
- 6.4. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.
- 6.5. The bidder/s who is L1 after the reverse auction will be referred as the selected bidder/ successful bidder.
- 6.6. If at the end of the RFP process, only one Bidder submits their Bid, Bank reserves the right to place the entire order on L1 Bidder only



**SECTION F - OWNERSHIP & AWARDING OF CONTRACT**

**1. Bid Validity Period**

The offer submitted and the prices quoted therein shall be valid for 180 days from the date of opening of Commercial Bid. Bid valid for any shorter period shall be rejected by the Bank.

**2. Proposal Ownership**

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the bidder's proposal is central to the evaluation and Selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

**3. Project Ownership**

3.1 If the bidder is offering solutions/products/services from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Solution/Service which are relevant to this RFP.

3.2 Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.

3.3 The bidder also has to submit a certificate/Letter from OEM that the proposed services any other related software offered by the bidder to the Bank are correct, viable, technically feasible for implementation and it will work without any hassles.

**4. Acceptance of Offer**

4.1. The Bank reserves its right to reject any or all the offers without assigning any reason there of whatsoever.

4.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.

4.3. The bids received and accepted will be evaluated by the Bank to ascertain the L1 (Lowest quoted) bidder in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The Bank reserves the right to re-tender the RFP with or



without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

4.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

#### **5. Award of Contract**

5.1. The Bidder who is L1 after the reverse auction will be referred as the selected Bidder and Bank will notify the name of the selected Bidder/s in GeM portal.

5.2. The contract shall be awarded and the order shall be placed on selected Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.

5.3. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the selected Bidder.

5.4. In case of non-receipt of acceptance by the due date, the Purchase Order shall have deemed to have been accepted by the vendor.

5.5. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

#### **6. Effective Date**

The selected bidder should provide comprehensive AMC and technical support Services for Desktops, Printers and Scanners located at Branches/Offices for a period of Two (02) years.

#### **7. Project Execution**

The entire project needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project in Andhra Pradesh. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project.

#### **8. Fixed Price**

The prices quoted in the tender response will be fixed for the period of the contract.

#### **9. Expenses**

It may be noted that Bank will not pay any amount/expenses/charges/fees/traveling expenses/boarding expenses/lodging/ expenses/conveyance expenses / out of pocket expenses other than the "Agreed Professional/Consultancy Fee".



## **10. Performance Security**

- 10.1. The successful bidder should submit a Performance Security equivalent to 5% of the Total Cost of Ownership (TCO) within 30 days from the date of acceptance of the Purchase Order with the validity period of 24 months from the acceptance of PO and shall be retained till the completion of Contract period. The guarantee should also contain an additional claim period of 2 months from the last date of validity.
- 10.2. If the Performance Security is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the total value of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee/Performance Security. The total penalty under this clause shall be restricted to 2.5% of the TCO.
- 10.3. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.
- 10.4. Performance Security Deposit should be submitted by way of Bank Guarantee from a Commercial bank (other than Andhra Pradesh Grameena Bank) or online payment in an acceptable form safeguarding the Bank's interest in all aspects.
- 10.5. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor of Andhra Pradesh Grameena Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per Appendix-D. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which can be submitted through SFMS.
- 10.6. The security deposit / Bank guarantee will be returned to the bidder on completion of Contract Period.
- 10.7. The Bank shall invoke the Bank guarantee before the expiry of claim period, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. In such case Bank reserves the right to invoke the Bank Guarantee/Security Deposit at its entirety and not based on proportion. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

## **11. Execution of Agreement**

- 11.1. Within 23 days from the date of acceptance of the Purchase Order/LOI or within 30 days from the date of issue of Purchase Order/LOI whichever is earlier, the selected bidder shall sign a stamped "Agreement" with the Bank at Guntur as per Appendix-G. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.
- 11.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after bid evaluation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed original and the selected bidder receiving the



photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

## **12. Pricing & Payments**

- 13.1. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract period.
- 13.2. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.

## **13. Order Cancellation/Termination of Contract**

- 13.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.
- 13.2. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
  - 13.2.1. Delay in delivery beyond the specified period for delivery.
  - 13.2.2. Serious discrepancies noted in the items delivered.
  - 13.2.3. Breaches in the terms and conditions of the Order.
  - 13.2.4. Non submission of acceptance of order within 7 days of order
  - 13.2.5. Excessive delay in execution of order placed by the Bank
  - 13.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
  - 13.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.
  - 13.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
  - 13.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.
  - 13.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 13.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.
- 13.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar



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

materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.

- 13.5.** After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 13.6.** The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 13.7.** In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 13.8.** Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.
- 13.9.** The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables.



**SECTION G - GENERAL CONDITIONS**

**1. General Order Terms**

Normally, the Order will be placed on the selected bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.

**2. Roles & Responsibility during Project Implementation**

- 2.1. The selected bidder shall take all steps to ensure safety of bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.
- 2.2. In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

**3. Responsibilities of the Selected Bidder**

- 3.1. The selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during contract period.
- 3.2. The Bank will call for Audited Balance Sheet of the selected bidder at any point of time during contract period and the selected bidder shall provide the same.
- 3.3. The selected bidder shall submit updated Escalation Matrix for the product/services on a **Half-Yearly basis** as at the end of 31<sup>st</sup> March and 30<sup>th</sup> September during contract period.
- 3.4. For smooth completion of project, the selected bidder should identify one or two of its representatives in Andhra Pradesh as a single point of contact for the Bank.

**4. Human Resource Requirement**

The selected bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

- 4.1. The selected bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.



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

- 4.2. The selected bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- 4.3. In case the performance of the bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 4.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the bidder, by virtue of engagement of employees, agents, etc. of the bidder for any assignment under this project. It is further clarified that the arrangement herein with the bidder is a contract for service.
- 4.5. The selected bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 4.6. The selected bidder has to submit following KYC documents of resources engaged:
  - 4.6.1. Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only.
  - 4.6.2. Address Proof (Local and Permanent)- Duly attested photocopy by candidate and bidder HR.
  - 4.6.3. Aadhaar Card - Duly attested photocopy by candidate and bidder HR.
  - 4.6.4. Passport (if required) - Duly attested photocopy by candidate and bidder HR.
- 4.7. The selected bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.

**5. Responsibility for Completeness**

- 5.1. The selected bidder shall ensure that the service provided meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 5.2. The selected bidder shall deliver the services as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at selected bidder's cost as per accepted time schedules. The selected bidder is liable for penalties levied by Bank for any deviation in this regard. The selected bidder shall provide support for all



drivers/software/configurations, required by the bank to install, customize and test and satisfactory working of the system and connecting to projector for presentations etc., as and when required by the bank without any further charge, expense and cost to Bank.

- 5.3. The selected bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The selected bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

**6. Inspection of Records**

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this RFP and the selected bidder shall extend all cooperation in this regard.

**7. Negligence**

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected 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 selected 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 selected bidder.

**8. Assignment**

- 8.1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, it's obligations to perform under the Contract, except with the BANK's prior written consent.
- 8.2. If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract

**9. Publicity**

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

**10. Intellectual Property Rights**

- 10.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents



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

and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.

**10.2.** In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:

**10.2.1.** Procure for BANK the right to continue to use such deliverables.

**10.2.2.** 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

**10.2.3.** If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring 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, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution.

**10.3.** The indemnification obligation stated in this clause shall 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 to 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.

**10.4.** VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision making processes of BANK are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

## **11. Confidentiality and Non-Disclosure**

**11.1.** The vendor/service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business / customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), and shall not in any



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

way disclose to anyone and the same shall be treated as the intellectual property of the Bank. The Service Provider shall ensure that the same is not used or permitted to be used in any manner incompatible inconsistent with that authorized procedure/ practice by the Bank. The Confidential Information will be safeguarded, and the Service Provider will take all necessary action to protect it against misuse, loss, destruction, alteration, or deletion thereof. Any violation of the same will be liable for action under the law.

- 11.2. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information.
- 11.3. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.
- 11.4. Provided that the Confidentiality Clause may not be applied to the data or information which;
  - a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
  - b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
  - c) Is required by law or regulatory compliance to disclose to any third person.
  - d) Is explicitly approved for release by written authorization of the Bank.
- 11.5. Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information
- 11.6. The vendor/service provider may disclose only the following types of data to the bank's customers and/or third parties with prior written consent of the bank: financial data, sensitive personal data, and other information explicitly permitted by the bank. All disclosures must comply with applicable laws, RBI regulations and guidelines. Prior written consent from the bank is required for any other disclosures, and detailed records of all shared data must be maintained by the service provider and shall be provided to the bank as and when required by the bank.

THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.

**12. Exit Management Plan:**

- 12.1. Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.
- 12.2. Vendor/Service Provider shall update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract



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

duration. The plan and the format shall be discussed and approved by the Bank.

- 12.3. The exit Management plan shall deal with the following aspects but not limited to of exit management in relation to the Service Level as a whole and in relation to in scope applications, interfaces, infrastructure and network and the scope of work.
  - 12.3.1. A detailed program of the transfer process that could be used in conjunction with a replacement vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
  - 12.3.2. Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable period (minimum three month and maximum as per mutual agreement) after transfer or as decided by Andhra Pradesh Grameena Bank.
  - 12.3.3. Plans for training of the Replacement Service Provider/Andhra Pradesh Grameena Bank staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by Andhra Pradesh Grameena Bank. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of Vendor/Service provider.
- 12.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Vendor/Service Provider scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider. This transition process shall be managed to ensure minimal disruption to the bank's operations and continuity of services.
- 12.5. All risk during transition stage shall be properly documented by Vendor/Service Provider and mitigation measures shall be planned to ensure a smooth transition without any service disruption. Vendor/Service Provider must ensure that hardware supplied by them shall not reach end of support products (software/ hardware) at time of transition. Vendor/Service Provider shall inform well in advance end of support products (software/hardware) for the in-scope applications and infrastructure.
- 12.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Andhra Pradesh Grameena Bank.
- 12.7. Vendor/Service Provider will provide shadow support for a minimum of 90 days or as decided by the Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.
- 12.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Andhra Pradesh Grameena Bank and communicated to Vendor/Service Provider.



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

- 12.9. Vendor/Service Provider must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to Andhra Pradesh Grameena Bank.
- 12.10. Vendor/Service Provider needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.
- 12.11. The vendor/service provider shall fully cooperate with relevant authorities in the event of the bank's insolvency or resolution, including providing necessary information and support as required to facilitate the orderly transition and resolution process, ensuring minimal disruption to services and compliance with regulatory requirements.

**13. Training and Handholding:**

- 13.1. Vendor/Service Provider shall provide necessary knowledge transfer and transition support to the satisfaction of the Bank. The deliverables as indicated below but not limited to:
  - 13.1.1. Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.
  - 13.1.2. Change Request Logs
- 13.2. Assisting the new Service Provider/Bank with the complete audit of the system including licenses and physical assets
- 13.3. Detailed walk-throughs and demos for the solution
- 13.4. During the exit management period, the Vendor/Service Provider shall use its best efforts to deliver the services.
- 13.5. Vendor/Service Provider shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by Bank.
- 13.6. During Reverse Transition Bank will not pay any additional cost to the Vendor/Service Provider for doing reverse transition.

**14. Service Levels:**

- 14.1. During the term of the contract, the vendor shall maintain the Service Levels as detailed in RFP/GeM Bid/PO. In case the vendor fails to maintain the Service Levels, Liquidated damages as detailed in RFP/GeM Bid/PO shall be imposed on the Vendor/Service provider.
- 14.2. In relation to any undertaking and under any circumstances, the service provider shall exercise the degree of skill, diligence, prudence, and foresight that would reasonably be expected from a highly skilled and experienced professional engaged in the same type of undertaking under similar circumstances. Further the vendor/service provider shall identify and designate skilled personnel necessary for the operation of critical functions under this agreement. Such personnel shall be considered essential and must be available to work on-site during exigencies including but not limited to emergencies and pandemics. The service provider shall provide the bank with a



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

list of these essential personnel and any associated backup arrangements and ensure their availability as required.

14.3. The service provider shall wherever applicable be obligated to establish and maintain suitable back-to-back contractual arrangements with the Original Equipment Manufacturers (OEMs) to ensure that all services, warranties, and obligations stipulated in this Agreement are fully supported and enforceable by the OEMs. These arrangements shall include, but are not limited to, the OEMs' commitment to provide necessary resources, technical support, replacement parts, and any other services required to fulfill the terms of this Agreement. The Service Provider must provide evidence of such arrangements upon request and shall ensure that these agreements are in place for the duration of this contract to guarantee seamless service delivery and compliance with all contractual obligations.

14.4. The vendor/service provider shall deliver the agreed-upon goods and services in accordance with this agreement with respect to quality and quantity, and shall be subject to regular monitoring and reporting.

**15. Business Continuity Plan:**

15.1. The service provider/vendor shall develop and establish a robust Business Continuity and Management of Disaster Recovery Plan if not already developed and established so as to ensure uninterrupted and continued services to the Bank and to ensure the agreed upon service level.

15.2. The service provider/vendor shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.

**16. Corrupt and Fraudulent Practices**

16.1. Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period.

16.2. Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time.

**17. Hiring of Bank Staff or Ex-Staff:**

The VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employee of the Bank during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the VENDOR/ SERVICE PROVIDER or sub-contractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank.

**18. Adherence to Banks IS Security/Cyber Security Policies:**

18.1. VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.



18.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.

**19. Amendments to Contract**

The terms and conditions of this Agreement may be modified by Parties by mutual agreement from time to time. No variation of or amendment to or waiver of any of the terms of this Agreement shall be effective and binding on the Parties unless evidenced in writing and signed by or on behalf of each of the Parties

**20. Indemnity**

20.1. VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

20.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;

20.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;

20.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider

20.2. Vendor/Service Provider shall be liable for any loss caused to the bank due to any wilful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions.

20.3. VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.

20.3.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.

20.3.2. VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.



20.3.3. All Employees engaged by VENDOR/ SERVICE PROVIDER shall be in sole employment of VENDOR/ SERVICE PROVIDER and the VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

20.4. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or confidential information, fraud or gross negligence or wilful misconduct or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be equal to actual claims.

## 21. Conflict of Interest

21.1. BIDDER/VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

21.2. BIDDER/VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Bank in writing of such conflict.

21.3. BIDDER/VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.

## 22. General Conditions to Contract

22.1. The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.

22.2. The VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information

22.3. The VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no:RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.



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

- 22.4. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 22.5. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 22.6. All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 22.7. If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavour to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 22.8. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 22.9. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
- 22.10. Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy.
- 22.11. The vendor/service provider shall comply with all applicable provisions of the Information Technology Act, 2000 and any amendments thereto. This includes adhering to regulations and standards set forth under the Act concerning data protection.
- 22.12. The Vendor/Service Provider shall be liable for any loss caused to the bank due to any wilful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud, in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this



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

Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions.

22.13. Further Vendor/Service Provider the agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement and shall adhere to the same.

22.14. The Schedules and Annexures attached to this Agreement shall form and read as an integral part of this agreement and this agreement, the schedule, instruments, undertakings or otherwise executed presently or in future, herein contemplated to be entered into among, by or with the Parties hereto constitute the entire Agreement between the Parties.

**23. Force Majeure**

23.1. The VENDOR/ SERVICE PROVIDER shall not be liable for default or non-performance of the obligations under the Contract, if such default or non-performance of the obligations under this Contract is caused by any reason or circumstances or occurrences beyond the control of VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.

23.2. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.

23.3. In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the BANK in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the BANK, VENDOR/ SERVICE PROVIDER shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

23.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the BANK and VENDOR/ SERVICE PROVIDER shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the BANK shall be final and binding on the VENDOR/ SERVICE PROVIDER.

**24. Responsibilities of the Bidder**

**By submitting a signed bid/response to this RFP the Bidder certifies that:**

24.1. 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.

24.2. The prices in the bid have not been disclosed and shall not be disclosed to any other Bidder of this RFP.



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

- 24.3. No attempt by the Bidder to induce any other Bidder to submit or not to submit a bid for restricting competition has occurred.
- 24.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with ANDHRA PRADESH GRAMEENA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 24.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the Product proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.
- 24.6. The selected Bidder should abide by guidelines issued by RBI Master Direction on Outsourcing of IT Services.
- 24.7. The selected Bidder should also abide by the provisions of Digital Personal Data Protection Bill.

**25. Amendments to the Purchase Order**

Once purchase order is accepted by the selected Bidder, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

**26. Amendments to the Agreement**

Once agreement is executed with the selected Bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

**27. Modification/Cancellation of RFP**

The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected Bidder (s) on account of such rejection. Bank shall not be obliged to inform the affected Bidder (s) of the grounds for the Bank's rejection/cancellation.



## **28. Social Media Policy**

- 28.1.** No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- 28.2.** The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:
- 28.2.1.** Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
  - 28.2.2.** Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.
  - 28.2.3.** Any unauthorized use or disclosure of Bank's confidential information or data.
  - 28.2.4.** Any usage of information or data for purposes other than for Bank's normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

## **29. Resolution of Disputes**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably by negotiation between the parties. In case of failure to resolve the disputes and differences amicably through negotiation, the matter may be referred to mediation with the assistance of a mediator mutually agreed upon after issuance of at least 30 days' notice in writing to the other party clearly setting out the intention to refer such dispute to mediation. Proceedings of mediation shall be governed by The Mediation Act, 2023. Place of Mediation shall be Guntur, India. Proceedings of the mediation shall be conducted in English language.

## **30. Legal Disputes and Jurisdiction of the court**

- 30.1.** The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain Bidder /prospective Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
- 30.2.** All disputes and controversies between Bank and selected Bidder shall be subject to the exclusive jurisdiction of the courts in Guntur and the parties agree to submit themselves to the jurisdiction of such court as this RFP/Contract agreement shall be governed by the laws of India.



### **31. Bidder Conformity**

- 31.1. Bidder should ensure that, it is complying with applicable guidelines issued by RBI on outsourcing of IT services vide master direction note no: RBI/2023\_24/102DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.
- 31.2. Bidder should ensure to adhere applicable regulatory guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor will be liable to bank for any event for security breach and leakage of data/information.
- 31.3. Bidder should ensure that, it is complying with applicable guidelines issued by regulatory bodies on Digital Personal Data Protection Act 2023 and its future amendments and communications.

### **32. Corrupt and Fraudulent Practices**

- 32.1. Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period.
- 32.2. Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Bank.

### **33. Adoption of Integrity Pact**

- 33.1. 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.
- 33.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible to participate in the bidding process.
- 33.3. The Bidders shall submit signed Pre Contract integrity pact (Hard Copy) as per Appendix-F along with Part A - Technical cum Eligibility. Those Bids which are not containing the above are liable for rejection.
- 33.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- 33.5. 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.
- 33.6. 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.
- 33.7. The 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.



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

33.8. Integrity Pact, in respect of a particular contract would be operative 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.

33.9. Integrity pact shall be signed by the person who is authorized to sign the Bid.

33.10. 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*

33.11. Any Change in law/ policy/ circular relating to Pre-Contract Integrity Pact which vitiates the agreement shall accordingly be applicable with immediate effect on written intimation from the Bank.

33.12. 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. Data Processing**

34.1. Vendor/Service Provider shall comply with the Data Processing Terms and Conditions as furnished in Annexure- I and any other data protection laws applicable to the Services, which shall form part and parcel of this agreement.

34.2. Once the provisions of the Digital Data Protection Act, 2023 are notified, Vendor/service Provider shall be required to execute an addendum to this agreement that complies with the legal provisions envisaged under the Digital Data Protection Act, 2023 and rules framed thereunder.

**35. Protection of Data:**

35.1. Vendor/Service Provider warrants that at all times, when delivering the Deliverables and/or providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Bank data occurs as a result of Vendor/Service provider's failure to perform its responsibilities in the RFP/ Gem Bid/ PO/Agreement, Vendor/Service Provider will at Bank's request correct or cause to be corrected any loss or damage to Bank data. Further, the cost of any corrective action in relation to data loss of any nature will be borne by Vendor/Service Provider, if such loss or damage was caused by any act or omission of Vendor/Service provider or its officers, employees, contractors or agents or other persons under Vendor/Service provider control.

35.2. Where the terms of the RFP/Gem Bid/PO/Agreement require any data to be maintained by the Bank, the Bank agrees to grant, Vendor/Service provider such access and assistance to such data and other materials as may be required by Vendor/Service Provider, for the purposes of correcting loss or damage to Bank data. If any data to be shared between the Bank and Vendor/Service



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

provider for the purpose of the contract, the same shall be shared through secured channels in an encrypted manner. The Vendor/ Service Provider shall process the relevant data at \_\_\_\_\_ (furnish the location). If the Vendor/ Service Provider proposes any change in data processing location, the same shall be notified to the Bank before the change of location. Vendor/Service provider is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements/instructions, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank. The data if any to be stored by the vendor shall be stored in an encrypted manner. Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information. No biometric data shall be stored/ collected in the system associated with the vendor, unless allowed under extant statutory guidelines. The vendor shall have a structured process in place for secured removal/disposal/destruction of data and the details of the same shall be provided to the Bank as and when required by the bank.

- 35.3.** Data privacy and security of the customer's personal information shared by the Bank shall always be ensured by Vendor/Service Provider. The personal information of customers shall not be stored and processed by the vendor except certain basic minimal data (viz. name, address, contact details of the customer etc.) as required for the performance of its obligations under this Agreement.
- 35.4.** Vendor/Service Provider shall ensure compliance with all applicable law in relation to the services under this agreement and any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the agreement.
- 35.5.** Vendor/Service Provider shall comply with all Data Protection Laws applicable in relation to the services under this agreement and shall ensure that any data provided by the Party under this Agreement is treated as confidential.
- 35.6.** For the Purpose of this clause, "Data Protection Laws" means all directives, statutes, regulations, orders, decrees, decisions, or any other like legal instrument (whether enacted in India or any other relevant jurisdiction) which pertain to the protection of privacy and confidentiality of Personal Data including Digital Personal Data Protection Act, 2023, Information Technology Act, 2000, and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time.
- 35.7.** The Service provider shall ensure compliance with any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the contract and the contract shall be subject to the applicable law. If any modifications are required in existing applications/services due to change in the applicable Law by the Legislator and/or regulators, the Service provider shall make the necessary changes as per the instructions of the Bank. Payment terms for the modifications/changes necessitated due to change in applicable law shall be mutually agreed between the Bank and the Service provider. For this purpose "Applicable Law" means all the (a) applicable provisions of the constitution, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances, or orders of any Government Authority of India,



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

Regulators; (b) orders, decisions, injunctions, judgments, awards, decrees, etc., of any Government Authority, Regulators including but not limited to rules, regulations, guidelines, circulars, Frequently Asked Questions (FAQs) and notifications issued by the RBI from time to time; and (c) applicable international treaties, conventions and protocols that become enforceable from time to time.



**SECTION H- PURCHASE PREFERENCE**

Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups, Women, SC/ST and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. The terms and conditions applicable as per the Government of India Guidelines on Purchase Preference.

**1. Micro & Small Enterprises [MSEs]:**

- 1.1. From time to time, the Government of India (Procuring Entity) lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and medium enterprises and disadvantaged sections of society . The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.
- 1.2. Under the amended Public Procurement Policy for MSEs, Order 2012, the Central Government Ministries/ Departments/ Public Sector Undertakings shall procure a minimum of 25 per cent of their annual value of goods or services from MSEs. (In accordance with General Financial Rules, 2017, Rule 153-(ii)).
- 1.3. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. MSEs would be treated as owned by SC/ ST or Women entrepreneurs:
  - 1.3.1. In the case of proprietary MSE, proprietor(s) are SC /ST or Woman;
  - 1.3.2. In the case of partnership MSE, the SC/ ST or Women partners hold at least 51% (fifty-one per cent) shares in the unit;
  - 1.3.3. In the case of Private Limited Companies, SC/ ST or Women promoters hold at least 51% (fifty-one per cent) share.
- 1.4. It is mandatory to disclose the status as SC/ST/Women for in Udyam Registration.
- 1.5. The Policy is applicable to all the Central Government Ministries/ Departments/ CPSUs. However, the policy is not applicable to State Government Ministries/ Departments/ PSUs.
- 1.6. MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:
  - 1.6.1. District Industries Centres or
  - 1.6.2. Khadi Village Industries Commission or
  - 1.6.3. Khadi & Village Industries Board or
  - 1.6.4. Coir Board or National Small Industries Corporation or
  - 1.6.5. Directorate of Handicrafts & Handloom or
  - 1.6.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.



**1.6.7. Udyam Registration Certificate**

- 1.7. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.8. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Andhra Pradesh Grameena Bank as per Annexure-4.
- 1.9. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 1.10. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.
- 1.11. Additionally, the terms and conditions of the GTC (GeM terms & conditions) with regard to the MSEs exemption enshrined in the GeM portal (gem.gov.in) shall be applicable.

**2. Start-up:**

- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.
- 2.3. Relaxation to Startups: As per manual of procurement, the Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises recognized by Department for Industry & Internal Trade (DPIIT), subject to meeting of quality & technical specifications. Startups may be MSMEs or otherwise. The decision of the Procuring Entity in this regard shall be final
- 2.4. Startups are exempted from submission of EMDs.
- 2.5. For availing the relaxations, Bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce.
- 2.6. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Andhra Pradesh Grameena Bank as per Annexure-4.



**3. Procurement through Local Suppliers (Make in India):**

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 19/07/2024 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under “Make in India” initiative.

- 3.1. “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.
- 3.2. “Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 3.3. “Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-II local supplier’ but less than that prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 3.4. “Non-Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class II local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 3.5. The ‘local content’ requirement to categorize a supplier as ‘Class I Local Supplier’ is minimum 50%. For ‘Class-II Local supplier’ the ‘local content’ requirement is minimum 20%.
- 3.6. The margin of Purchase preference shall be 20%.
- 3.7. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the RFP documents.
- 3.8. 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.
- 3.9. In cases 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 case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.



ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్  
**ANDHRA PRADESH GRAMEENA BANK**

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

- 3.10. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance 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.
- 3.11. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
- 3.12. The Bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.
- 3.13. Andhra Pradesh Grameena Bank has the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.



**ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్**  
**ANDHRA PRADESH GRAMEENA BANK**

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

**Annexure-1**  
**Bid Covering Letter**

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

Reference No:

Date:

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

Dear Sir,

**SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank.**

**Ref: GEM/2026/B/7431959 dated 10/04/2026**

We have examined the above mentioned RFP document including all annexures the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/modifications/amendments, if any, furnished by the Bank and we, the undersigned, offer for subject items are in conformity with the said RFP in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

The undersigned is authorized to sign on behalf of the Bidder Company and the necessary supporting documents delegating this authority is enclosed to this letter.

If our offer is accepted, we undertake to complete the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the specified scope as per the above referred RFP, during contract period. We enclose a Demand Draft /Bank Guarantee in lieu of EMD as per RFP in favour of Andhra Pradesh Grameena Bank as EMD or Exemption certificate in lieu of EMD.

We agree to abide by this offer till 180 days from the date of Commercial Bid opening and for such further period as mutually agreed between the bank and selected bidder, and agreed to in writing by the selected bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the RFP. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in RFP together with the return acceptance of the contract.

We accept all the Instructions, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.



**ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్**  
**ANDHRA PRADESH GRAMEENA BANK**

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.

We will not 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 (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). We further understand that any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

We also confirm that, we will not sub contract part or complete assignment Consultancy to any other agency or individual without obtaining prior permission of the Bank.

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. Bank reserves the right to verify /evaluate the claims made by the Bidder independently.

We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

**Date:**  
**Place:**

**Signature with seal**  
**Name:**  
**Designation:**



# ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్ ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

## Annexure-2

### Pre-Qualification Criteria

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

SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank

Ref: GEM/2026/B/7431959 dated 10/04/2026

We have carefully gone through the contents of the above referred RFP along with replies to pre-bid queries & amendment, if any and furnish the following information relating to Pre-Qualification Criteria.

Sl. No.	Qualification Criteria	Documents to be submitted In compliance with Qualification Criteria	Bidders Response
1.	Signing of Pre-Contract Integrity Pact	The bidder should submit signed Pre-Contract integrity pact on Non-Judicial Stamp Paper of Rs.500/- or more (as per respective state Stamp Act whichever is higher) as per Appendix-F.	
2.	The bidder should be either a Government Organization / PSU / PSE / Partnership firm / LLP or a limited company in India at least for the last 5 years (As on RFP date). <b>Relaxation only for MSE/ Start-up:</b> GOI Extent Guidelines Relevant for start-ups/MSE will be applicable	Documentary Proof to be attached (Certificate of Incorporation / Certified copy of Partnership deed / Certificate of commencement of business / Reference of Act / Notification. For other eligible entities - Applicable documents)	
3.	Bidder needs to confirm that they are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their relatives. The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time.	The bidder should submit letter of confirmation on the Company's letter head to this effect.	
4.	The bidder should provide confirmation that any person/ Partnership/ LLP/ Company including any subsidiary or holding company/ proprietorship connected to bidder directly or	The bidder should submit letter of confirmation on the Company's letter head to this effect.	



ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్  
ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

Sl. No.	Qualification Criteria	Documents to be submitted In compliance with Qualification Criteria	Bidders Response
	indirectly has not participated in the bid process.		
5.	Bidder should have valid ISO 9001 and ISO 20000 Certification.	Copy of the certificate to be submitted.	
6.	The Bidder shall have Service Centre in locations as per <b>Annexure-10</b> with minimum of 46 engineers having experience in maintenance of Hardware/ Software items.	Details of the Service Centre in support locations with documentary proof should be provided as per Annexure-10.  Bidder has to deploy 7 no. of onsite resource engineers at specified location by Andhra Pradesh Grameena Bank & Bidder has to provide details of the 46 No. of Qualified field level Service Engineers having experience in maintenance of Hardware/ Software Items present in locations as per Annexure-10 should also be provided.	
7.	The bidder should have executed & provided AMC services for minimum <b>10,000</b> IT assets (out of which single order should be minimum <b>5,000</b> IT assets) comprising of desktops, printers and scanners in last 3 Years (FY 2022-23, 2023-24 & 2024-25) to various Branches/offices of Commercial Banks / Financial Institutions / PSU / Govt. Organizations in India having a large Branch network geographically spread across the country.  <b>Relaxation only for MSE/ Start-up:</b> The bidder should have executed & provided AMC services for minimum <b>5,000</b> IT assets (out of which single order should be minimum <b>2,500</b> IT assets) comprising of desktops, printers	The bidder has to provide relevant purchase order/work order / engagement letter & signoff along with <b>satisfactory project completion certificate/</b> Reference letter/Email reference from the client along with Name, Designation, Contact details clearly mentioning about the mentioning the number of Desktops, and other IT Assets covered under Comprehensive AMC/ ATS  <i>Kindly note that Client's Email should be from their official Email IDs only, containing their name, designation &amp; Contact number and duly marking a copy to 'procurement@apgb.bank.in</i>	



# ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్ ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

Sl. No.	Qualification Criteria	Documents to be submitted In compliance with Qualification Criteria	Bidders Response
	and scanners in last 3 Years (FY 2022-23, 2023-24 & 2024-25) to various Branches/offices of Commercial Banks / Financial Institutions / PSU / Govt. Organizations in India having a large Branch network geographically spread across the country.		
8.	The Selected Bidder providing AMC/ ATS Services to Bank shall conduct background verification check for the Service Engineers deployed to Bank and to provide the certificate in this regard.	A self-declaration in bidder's letter head to comply with the condition must be furnished.  The Selected bidder should also submit the background certification report of their service engineers.	
9.	The bidder should have an average annual turnover of Rs.2 Crore during last 3 financial years (i.e. 2022-23, 2023-24 & 2024-25) from Indian operations. This must be the individual company turnover and not of any group of companies.  <b>Relaxation only for MSE/ Start-up:</b> The bidder should have an average annual turnover of Rs.1 Crore during last 3 financial years (i.e. 2022-23, 2023-24 & 2024-25) from Indian operations. This must be the individual company turnover and not of any group of companies.	Bidder should submit Audited Balance Sheet copies for last 3 financial years i.e., 2022-23, 2023-24 & 2024-25 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.	
10.	The Net Worth of bidder firm should not be negative as on 31/03/2025 and also should have not been eroded by more than 30% (thirty per cent) in the last three years, ending on '31/03/2025'.	The bidder should submit certificate from the Company's Chartered Accountant with this effect.	
11.	Any bidder (including OEM and OSD/OSO, if any) from a country which shares a land border with India will be eligible to bid, only if the bidder (including OEM and OSD/OSO) are registered with the	A declaration stating "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such	



ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్  
ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

Sl. No.	Qualification Criteria	Documents to be submitted In compliance with Qualification Criteria	Bidders Response
	<p>Competent Authority. Bidder (entity) from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	<p>a country or if from such a country, has been registered with Competent Authority. We hereby certify that we and our OEM fulfills all requirements in this regard and are eligible to be considered" to be submitted in Company's letter head.</p> <p>[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]</p>	
12.	<p>Bidders should not have been under debarment/blacklist period for breach of contract/fraud/corrupt practices/ deficiency in services by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments during last three years as on date of submission of bid.</p>	<p>The bidder should submit self-declaration on the Company's letter head to this effect.</p>	
13.	<p>Authorization Certificate - Whether the Bid is authenticated by authorized person.</p>	<p>Bidder to submit a copy of the Board Resolution and the Notarized Power of attorney /Letter of authority if authority is sub delegated as mentioned in Board Resolution and KYC documents evidencing the authority delegated to the authorized signatory.</p>	
14.	<p>The Bidder and Bidder's parent company (applicable if both are different) should not have been</p>	<p>Self-Declaration letter signed by Authorized Signatory to be submitted as per Annexure-17</p>	



**ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్**  
**ANDHRA PRADESH GRAMEENA BANK**

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

Sl. No.	Qualification Criteria	Documents to be submitted In compliance with Qualification Criteria	Bidders Response
	declared Non-Performing Asset (NPA), defaulter in repayment of instalments by any BFSI organization and not undergoing Corporate Insolvency Resolution Process (CIRP), liquidation, or bankruptcy proceedings as on date of submission of the tender, otherwise the bid will not be considered.	Note: In case, the bidder is having any parent company, then both the Bidder and the Bidder's parent company to submit separate Annexure-17. Otherwise, Bidder alone has to submit Annexure-17	
15.	Bidder should stock adequate spares to meet the requirement of Branches/Offices	Letter of undertaking from the bidder to maintain the adequate stock at service centres covering all the branches/Offices	

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence/certificates confirming compliance to Pre-Qualification Criteria should be part of the RFP.

Date:  
Place:

Signature with seal  
Name:  
Designation :



**Annexure-3**  
**Bidder's Profile**

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

SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank

Ref: GEM/2026/B/7431959 dated 10/04/2026

Sl. No.	Particulars	Details
1)	Name of the Bidder Firm/ Company	
2)	Constitution (Ltd./Pvt. Ltd./ Firm etc.)	
3)	Date of Incorporation and / or Commencement of business with supporting documents	
4)	Certificate of Incorporation Number (CIN)	
5)	Name of commercial banks/organizations where proposed solution is deployed for similar purpose	
6)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
7)	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)	
8)	Address for Correspondence: Registered Office: Corporate Office:	
9)	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Fax: Email-ID (any changes in the above should be informed in advance to Bank)	
10)	PAN number GSTIN <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	

Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our Bid is liable to be rejected.

**Date:**  
**Place:**

**Signature with seal**  
**Name:**  
**Designation:**



**Annexure-4**  
**Bid Security Declaration**

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

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

**SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank**

**Ref: GEM/2026/B/7431959 dated 10/04/2026**

Dear Sir,

We declare that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, we note that we will be suspended for the period of two years from being eligible to submit bids for contracts with Andhra Pradesh Grameena Bank.

**Place:**  
**Date:**

**[Signature of Authorised Signatory]**  
**Name:**  
**Designation:**  
**Seal:**



**Annexure-5**

**Make in India Certificate**

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

Bidder's Reference No. \_\_\_\_\_

Date:

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

**SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank**

**Ref: GEM/2026/B/7431959 dated 10/04/2026**

Dear Sir/Madam,

(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 19.07.2024 and its amendments, we hereby certify that we M/s \_\_\_\_\_ are local supplier meeting the requirement of minimum local content i.e., \_\_\_\_\_% against Andhra Pradesh Grameena Bank Tender No..... dated..... We qualify as a \_\_\_\_\_ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: \_\_\_\_\_.
2. We also understand, 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.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal



**Annexure-6**

**List of Major Customers of the bidder in last 3 Years and references**

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

SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank

Ref: GEM/2026/B/7431959 dated 10/04/2026

Sl. No.	Name and complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person (customer)	Nature and Description of the business during last 3 years	Purchase Orders from customer to be Enclosed
1	2	3	4	5

Place:  
Date:

[Signature of Authorized Signatory of Bidder]

Name:  
Designation:  
Seal



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

**Annexure-7**  
**Office Details**

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

SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank

Ref: GEM/2026/B/7431959 dated 10/04/2026

Sl. No.	Name of the Office	Address and Telephone No's	E-mail ID of office	Number of employees under the jurisdiction
1.				
2.				
3.	Others (specify)			

Date:  
Place:

Signature with seal  
Name:  
Designation:



ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్  
ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

Annexure-8  
Scope of Work

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

SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank

Ref: GEM/2026/B/7431959 dated 10/04/2026

Bank will enter into an agreement with successful vendor for maintenance of Computer Hardware & Peripherals (list of items to be covered under AMC are mentioned under this RFP document) at Branches / Offices in Andhra Pradesh Grameena Bank and the vendor shall provide support & services as part of following scope:

S. No.	Scope of work	Bidder Remarks
1	The maintenance of the computer hardware and peripherals, which are approved by the bank, at various locations identified by the bank. The vendor shall coordinate with Network and application vendors and to provide resolution for functioning of HW & application.	
2	The vendor is required to provide comprehensive onsite annual maintenance services (preventive and well as corrective) of Desktop, Printers and Scanners at Bank's Offices / Administrative Offices / Branches and any other site where the computers have been installed / available.	
3	Maintenance and Repair / Replacement of Computer Hardware and Peripherals mentioned at Bank's offices / Administrative offices / Branches located across Andhra Pradesh.	
4	The replacement for all the defective spares (excluding printer ribbons, printer heads and toner cartridges only) are covered/included under the AMC contract. The vendor shall provide replacements with genuine / original spares of same configuration without any extra cost to the Bank. The vendor shall maintain the equipment's as per manufacturer's guidelines and shall use standard and genuine components for replacement.	
5	The service support during AMC period shall be for all Hardware equipment including Operating System Software, Bringing PC into domain and Antivirus Software. The successful vendor shall upgrade the system software during AMC period at no cost to bank. Bank's identified team will provide configuration details & other inputs to the vendor for configuring and successfully bringing the Computer HW in domain by the vendor.	
6	The equipment should be attended within Eight hours of receipt of complaint. In case problems persist, systems should be replaced within 2 working days hours of receiving complaint and alternate system should be provided till system is repaired. The replaced equipment should be installed by the vendor at no extra cost to the Bank, so that normal job of the Bank may not get hampered.	
7	The maintenance shall cover services for rectification of fault, if any, and replacement/repairs of specified component	



# ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్ ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

8	Compatibility issues of sub-systems with OS, respective drivers, firmware, any other cards to be installed if required, are to be resolved by the vendor	
9	Break-fix support of Hardware and OS upgrades.	
10	The scope of work also includes software issues like Operating system (Windows), reinstallation of OS, OS upgradation, Windows Patch upgradation, Antivirus, software patches, configuration of machine as if required taking Data Backup before formatting the machines, configuring printers, Scanners, Biometric devices, bringing PC to Bank	
11	Bank's Antivirus, software patches, MS office, Outlook/Mail Configuration, Adobe Acrobat, Java patches, CTS System configuration, BAS configuration, email client configuration and Browser/Finacle-Core Banking Solution (CBS) configuration in client machines etc	
12	The Bidder's scope includes installation / reinstallation / de installation of the Operating System, Antivirus Software (procured by the Bank) and also Bringing PC into domain the same should be done in coordination with Bank's Managed Service Provider.	
13	Timely proactive deployment of latest firmware versions / security patches in coordination with Bank's Managed Service Provider. Monthly Status reports are to be submitted towards current status and upgrade activity carried out during the quarter	
14	The Bidder should liaison with Bank's Managed Service Provider for providing service & support of the computer hardware and peripherals. The service calls will be logged by Bank's Managed Service Provider & the bidder needs to resolve the same in coordination with them.	
15	The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The vendor will arrange to shift the equipment and install and commission the same at the shifted location. Bank will bear transportation & transit insurance cost only in respect of shifting. The AMC of the equipment will continue from the new location as the case may be & the vendor needs to provide service & support of the same from the new location.	
16	Vendor should undertake to provide maintenance support to equipment and arrange for spare parts for contract period	
17	Vendor has to guarantee minimum uptime of 96% and shall execute service level agreement for the same.	
18	Vendor has to undertake BIOS upgrade wherever the requirement is felt by the Bank. AMC would cover maintenance patches/bug fixes (available from the original software vendor) for system software & firmware patches/bug fixes, if any ordered for hardware.	
19	Vendor has to resolve of virus related issues in coordination with the Bank's managed service provider.	
20	Vendor should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors network cards/ports, UPS environmental conditions , illumination etc	
21	Vendor shall do a proactive monitoring of the equipment's under the scope and identify and replace the components before the actual failures happen	
22	If any services, functions or responsibilities not specifically described in this scope but are an inherent, necessary or customary part of the services and are required for proper performance or provision of the	



# ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్ ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

	services in accordance with the scope, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this scope and shall be provided by the vendor at no additional cost to the Bank	
23	The systems/equipment may undergo minor changes due to shifting of various equipment's, additions or deletions at the time of signing of contract.	
24	Actual number of equipment may vary at the time of awarding of contract. For some of the equipment comprehensive AMC will start during the year. For equipment under OEM warranty, software support will also be provided. Complaints must be lodged with the OEM as and when required.	
25	The maintenance services will be comprehensive and will include cost of labour, faulty parts/complete equipment replacement of same or higher configuration etc. The cost of transport/movement (as and when required) of contractor's personnel and items (for AMC and FMS) will also be part of maintenance services.	
26	In case the requisite parts are not available, the same should be replaced with the parts of higher specifications compatible with the system.	
27	The engineer will not change the setting of any computer without seeking the prior permission of the respective concerned designated officer of that Bank.	
28	For defective hard disk the contractor will provide the new hard disk and defective hard disk will be the property of Bank. At any stage no hard disk will be permitted to be taken out of Bank's premise, In case, the system is not repairable at site it can be sent out of site under specified guidelines with returnable Gate Pass.	
29	Repair includes repair of Operating System. In case of non-availability of drivers of the machine the successful bidder has to arrange from his own resources.	
30	Successful bidder must deploy Seven (7) onsite resources (including Spoke/Cluster Coordinator) at prescribed location specified by the bank. These resources must be available at prescribed Offices during working hours as a call coordinator for centralized call lodging, call resolution and centralized monitoring of support & services. The seating arrangement for the resources will be provided by the Bank. The resource should be deployed once Bank will issue the PO to Successful bidder.	
31	Lodgement of complaint at the dedicated toll-free number/e-mail/portal (portal will be provided by the bidder or Bank and handled by the respective onsite engineers and bank's team)	
32	Successful bidder has to ensure that Onsite engineer must attend all the complaints from Branches/Offices and resolve immediately. If immediate resolution is not possible due to any reason, the complaint must be closed with in 8 hours in case no spares were required. if replacement of spares were required, the complaint must be closed with in 2 working days to avoid penalty. (penalty will be calculated, based on the time of complaint lodged in the portal)	
33	Successful bidder has to ensure that, all deployed engineers(onsite/field) must have a minimum of two years of relevant experience, be reachable via mobile phones, and work during Bank working hours and beyond, if required, without any additional cost to	



# ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్

## ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

	the Bank. (Engineers experience certificates has to be submitted before deployment)	
34	Successful bidder shall designate one Spoke/Cluster Coordinator to supervise and coordinate the activities of all onsite engineers, act as the escalation point between the Regional Offices and Head Office, and ensure compliance and reporting.	
35	The onsite Engineer at the Regional Office (RO) / Head Office (HO) is responsible for <b>handling/supporting</b> all IT hardware-related issues across branches, RO, and HO locations, regardless of whether the devices are under warranty or covered by an Annual Maintenance Contract (AMC).	
36	The call coordinator / resources deployed will liaison with people to maintain a logs of complaints and assist in handling complaints to visiting/field engineers.	
37	The maintenance services may be required on nonworking days or beyond office hours on working days on some occasions to meet emergency situation. The successful bidders shall ensure that on such occasion also the service of engineers is available.	
38	Successful bidder must provide mapping of min. of 46 no. of field engineer (2 per Regional Office) with Bank's Offices/ Administrative Offices and Branches and more engineers may be deployed if required based on asset complaints. The vendor has to change the engineer if Bank is not satisfied in his performance.	
39	Successful bidder must provide mapping of additional 2 no. of field engineers for New Regional Offices as and when opened.	
40	The successful bidder will liaison on behalf of Bank, with other different OEMs of Computer Hardware and peripherals for repair of the equipment's.	
41	The successful bidder will maintain an inventory of standby hardware for repair at Bank's offices/ Administration offices / Branches/service center. This will include Personal computer, printers, monitors, interface cables, Hard-discs, RAM, SMPS, Printer related items, etc. Further, one trolley, vacuum cleaner, ladder, torch & other related tool kits for carrying out the necessary jobs/work.	
42	The successful vendor has to provide a standby hardware of same or higher configuration in case of breakdown maintenance too for on-site repair.	
43	In case field engineer / onsite engineer is on leave, replacement standby engineer / helpdesk has to be provided without a delay.	
44	For closing a call field engineer need to take written confirmation from respective bank officials.	
45	Data recovery is a part of maintenance contract and it's a responsibility of the vendor to take data backup available on PCs before formatting the system and shall be also responsible for reloading/installation the same. The backup copies are to be returned to the users, under user's acknowledgement.	
46	The contract is comprehensive and covers free replacement of all defective parts, except consumables like printer heads, ribbons, cartridges, plastic components.	
47	Repair and replacement of all hardware parts (Motherboard, SMPS, RAM, Processor, HDD/SSD, RAID Card, Network Card, VGA Card, CMOS Battery, etc.) with original or equivalent higher-configuration spares at vendor's cost	



# ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్ ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

48	All spare parts including Fuser Assembly, Formatter Board, SMPS/Power Boards, Motherboard, Carriage Assembly, Motors, Sensors, Mechanical Parts (including base damage), Printer Logic Cards, Plastic Parts, Rollers and Feed Assemblies, Gear Assemblies, Trays and Paper Handling Units, Fusion Units, Maintenance Kits (Maintenance Box), Internal Cables and Connectors, Scanner Lamp/LED Light Source, CCD/CIS Scanning Unit, Controller Board/Logic Board, ADF (Automatic Document Feeder) Assembly etc., are covered under AMC except consumables and explicitly excluded items.	
49	The vendor shall submit PM reports on a quarterly basis, which must be verified and certified at the RO level by the respective IT Officer. Payment shall be strictly linked to the successful completion of PM activities and submission of duly certified reports.	
50	Repair and servicing of equipment's shall be carried out at Bank's site. In case the equipment is required to be transported to the firm's/manufacture's service unit for repairs, the same shall be undertaken at the risk and cost of the vendor. While doing so the service provider should ensure that no Data/Bank's software are available in system	
51	The helpdesk team/onsite engineer has to maintain the logs for all the complaints and visit reports of field engineers signed by Branch managers/officers. They need to share these data on monthly basis. The vendor shall submit a copy of consolidated complaint reports furnishing the details of branch-wise breakdown calls lodged/attended with the resolution Turnaround Time (TAT) and its status on weekly basis.	
52	The vendor need to provide Escalation Matrix along with details of service / support center and SPOC details for the service support for the entire project and ensure timely completion of all the activities as per the schedule	
53	Bidder liable to handover all the hardware under its AMC to the successor in working condition, failure of which shall leads to non-release of Bank Guarantee by the Bank. The Bank Guarantee shall be fore-feited if the item / equipment is not brought to working condition within 1 month of expiry of AMC contract.	
54	Charges shall be applied on a <b>pro-rata basis</b> for newly added devices and deducted for replaced/removed systems.	
55	During PM visits, the engineer must verify that the IT hardware available at the branch is correctly updated in the Bank portal (One-time task).	
56	All spares are at the vendor's cost <b>except for physical damages</b> (short circuits, fire, earthing), which require <b>IT Department approval</b> and will be replaced at <b>mutually agreed rates</b> .	
57	All spares are to be replaced with Original make only, failure to adherence will lead to termination of contract and Bank Guarantee shall be fore-feited	

**We comply with the above Scope of Work; Non-compliance to any of the scope of work will lead to disqualification in Technical proposal.**

Date:  
Place:

Signature with seal  
Name:  
Designation:



**Annexure-9**

**Hardware Details to be covered under AMC**

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

**SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank**

**Ref: GEM/2026/B/7431959 dated 10/04/2026**

**NOTE:**

1. All parts of the Desktops, Printers & Scanners etc., should be covered under Comprehensive onsite AMC. If any part needs to be replaced to resolve complaints, the same should be replaced with equivalent or superior part which is compatible, Replacement should be done at no cost to the bank.
2. Cost of all spares and labour charges should be borne by the vendor under AMC.
3. List of Desktops, Printers and Scanners to be covered under comprehensive AMC is as above. The Vendor should go through the entire list and its configuration before quoting the bid price. The Vendor should make available the spare parts of the same OEM or equivalent.
4. The list of Desktops, Printers and Scanners items are not exhaustive, additions or omissions to be made will be informed to you from time to time and the same should be incorporated in the AMC on quarterly basis. The Vendor is required to maintain proper inventory of all Desktops, Printers and Scanners.
5. If required, the vendor shall visit all our locations and verify the Computer Hardware Item details before commencing the AMC contract. This will be termed "Preliminary Visit". It shall be done at no expense to the bank. All items will be treated as perfectly working at the time of starting the contract.
6. Vendor should ensure to apply latest bug fixes/patches or other OS level changes requested by the Bank on the list of inventory covered under AMC.

**Date:**

**Signature with seal**

**Name:**

**Designation:**



**Annexure-10**  
**Support Location Details**

**SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank**

**Ref: GEM/2026/B/7431959 dated 10/04/2026.**

#	Bank Regional Offices' Locations	Location of Bidders Office/Service Centre nearest to the corresponding Bank's Regional Office.(Nearest service center not more than 20 KM)	Address	Name of Person In charge and Phone No	No. Of Qualified Support Engineers & their qualifications	Whether adequate trained Manpower, knowledge base & stock of spares available for support
1	Anakapalli					
2	Anantapur					
3	Chittoor					
4	Eluru					
5	Gudivada					
6	Guntur					
7	Kadapa					
8	Kadiri					
9	Kurnool					
10	Madanapalle					
11	Markapur					
12	Nandyal					
13	Narasaraopet					
14	Nellore					
15	Ongole					
16	Parvathipuram					
17	Rajahmundry					
18	Rajampeta					
19	Srikakulam					
20	Tirupathi					
21	Vijayawada					
22	Vishakapatnam					
23	Vizianagaram					

Bidder should have 23 No of service centre/Franchise service centre in Andhra Pradesh as on bid submission date as specified above. In case bidder does not have the service centre/Franchise service centre as on bid submission date bidder should give undertaking to open the service centres as specified above and should submit the service centres/Franchise service centre details before the due date of delivery of the same.

**Date:**

**Signature with seal**

**Name:**

**Designation:**



**Annexure-11**

**Non-Disclosure Agreement**

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

**SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank**

**Ref: GEM/2026/B/7431959 dated 10/04/2026**

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the Bidder, are agreeable to the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations to Andhra Pradesh Grameena Bank, having its office at Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh - 522002 hereinafter referred to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the Bank's IT Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for the subject RFP and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the Bidder for the purpose of submitting the offer to the BANK for the said solution, will not be disclosed during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The Bidder shall not, without the BANKs written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

**Date:**  
**Place:**

**Signature with seal**  
**Name:**  
**Designation:**



**ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్**  
**ANDHRA PRADESH GRAMEENA BANK**

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

**Annexure-12**

**Undertaking of Authenticity**

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

**SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank**

**Ref: GEM/2026/B/7431959 dated 10/04/2026**

We hereby undertake that all the hardware components/parts/assembly/software's used in this solution under the above like Servers, Hard Disk, Monitors, Memory etc., shall be original new components /parts /assembly /software only from respective OEMs/OSDs/OSOs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of Licensed Operating System/Application Software/any other Software if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Window Operating System/Software etc.) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

We confirm that the OS and software is free from bugs, malware, covert channels in code etc.

Should you require, we hereby undertake to produce the certificate from our OEM/OSD/OSO supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM/OSD/OSO supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software/Solution/Services already billed, we agree to take back the Hardware/Software/Solution/Services without demur, if already supplied and return the money if any paid to us by you in this regard.

**Date:**  
**Place:**

**Signature with seal**  
**Name:**  
**Designation:**



**Annexure-13**

**Compliance Statement**

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

SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank

Ref: GEM/2026/B/7431959 dated 10/04/2026.

**DECLARATION**

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Description	(Yes / No)	Remarks / Deviations
Compliance to RFP Terms and Conditions		
Compliance to Scope of Work		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date:  
Place:

Signature with seal  
Name:  
Designation:



**Annexure-14**  
**Undertaking Letter**

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

**SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank**

**Ref: GEM/2026/B/7431959 dated 10/04/2026**

- a. We also confirm that we have quoted the services with GST only.
- b. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- c. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- d. We hereby confirm to undertake the ownership of the subject RFP even in case third party is also involved in project execution either fully or partially.
- e. We also confirm that we have not changed the format of BOM.
- f. We hereby confirm that, if we become successful bidder, we will submit Due-Diligence Report from any RBI Accredited/ SEBI registered Credit rating agencies in India.

**Date:**  
**Place:**

**Signature with seal**  
**Name:**  
**Designation:**



**Annexure-15**  
**Escalation Matrix**

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

SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank

Ref: GEM/2026/B/7431959 dated 10/04/2026

Name of the Bidder Firm:

Service Related Issues:

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 8 Hours)					
c.		Regional/Zonal Head (If response not received in 24 Hours)					
d.		Country Head (If response not received in 48 Hours)					

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

Date:  
Place:

Signature with seal  
Name:  
Designation:



**Annexure-16**  
**Letter for EMD Return (if applicable)**  
**[On Firm's / Company's letter head]**

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

Dear Sir,

**SUB: RFP for Annual Maintenance Contract of Computer Hardware & Peripherals at various Branches / Offices in Andhra Pradesh Grameena Bank**

**Ref: GEM/2026/B/7431959 dated 10/04/2026.**

We \_\_\_\_\_ (Company Name) had participated in the Request for Proposal (RFP) for Selection of Service Provider for providing comprehensive AMC and Technical Support Services for Desktops, Printers, Scanners, Laptops and Servers located at Branches/Offices from the date mentioned elsewhere in the document for a period of One (03) year in Andhra Pradesh Grameena Bank

Details of EMD submitted are as follows:

Sl. No.	Bidder Name	BG/DD/NEFT/RTGS Ref No.	Drawn on Bank Name	Date of BG/DD/NEFT/RTGS	Amount in Rupees

Bank details to which the EMD amount to be returned via NEFT/RTGS are as follows:

Account Title/Name	
Account Number	
IFSC Code	
Account Type	
Name of the Bank with Branch Address	

**Declaration:**

1. We here by note that the EMD submitted will be returned as per the terms and conditions of the RFP.
2. We hereby confirm that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us Bank is not liable under any circumstances.

**Date:**

**Place:**

**Signature with seal**

**Name:**

**Designation:**



**Annexure-17**  
**Undertaking for not being NPA**  
**[On Firm's / Company's letter head]**

Date:

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

Dear Sir,

**SUB: RFP for Annual Maintenance Contract of Computer Hardware & Peripherals at various Branches / Offices in Andhra Pradesh Grameena Bank**

**Ref: GEM/2026/B/7431959 dated 10/04/2026.**

We \_\_\_\_\_ (Bidder/ Bidder's Parent Company), hereby undertake that-

- We have not been declared NPA and defaulter in repayment of instalments by any Bank/Financial Institute in India.
- Further, we do not have any pending case with any organization across the globe, which affects our credibility to service the Bank.
- Further, we are not undergoing Corporate Insolvency Resolution Process (CIRP), liquidation, or bankruptcy proceedings.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



**Annexure-18**

**Bill of Material**

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

SUB: RFP for Annual Maintenance Contract of Desktops, Printers and Scanners at various Branches / Offices in Andhra Pradesh Grameena Bank

Ref: GEM/2026/B/7431959 dated 10/04/2026

**Notes**

1. These details should be on the letterhead of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
3. Do not change the structure of the format nor add any extra items.
4. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

**AMC Charges**

[Amount in Rupees]

Sl. No.	Hardware Item	AMC				Qty.	Total AMC charges for One Year (Incl. of GST)
		One Year AMC charges per unit (Excl. of GST)	Tax for Column a		One Year AMC charges per unit (Incl. of GST)		
			% of GST	GST Amt.			
a	b	c	d=a+c	e	f=d*e		
Desktops							
1.	Acer					389	
2.	Dell					938	
3.	HP					1457	
4.	Lenovo					130	
5.	HCL					24	
6.	Wipro					28	
7.	All In Ones					166	
8.	Others					2	
Document printers (Laser/Inkjet)							
8	HP M405dn -Laser					501	
9	Canon-Laser					628	
10	BrotherB2100db-Laser					126	



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

11	EpsonM1140/1170/2170 -Inkjet Printers					279	
12	TVS					25	
13	Xerox					16	
14	Others					5	
Passbook printers							
15	Epson printers -Passbook					114	
16	Lipi PB2/PB10/PB10+ passbook printers					416	
17	TVS-Passbook printers					99	
18	Olivetti-Passbook printers					56	
Scanners							
19	Canon					201	
20	Epson					359	
21	HP					43	
Man power support							
22	onsite service engineer					7	
<b>Total AMC for a period of 1st Year (Sum of Column f of Sl.1 to 22)</b>							
<b>Total AMC for a period of 2<sup>nd</sup> Year</b>							
<b>Total Cost of Ownership for this RFP</b>							

<b>Regional Office wise and manufacturer wise breakup for printers</b>										
#	RO Name	Brother	Canon	Epson	HP	Line	Ricoh	TVS	Xerox	Total
1	Anakapalli	1	35	1	7				4	48
2	Anantapuramu	1	55		64					120
3	Chittoor	12	39	3	5					59
4	Eluru	20		51				8		79
5	Gudivada	5	33	1	7					46
6	Guntur	18	5	51	2			11		87
7	Kadapa	1	33		59					93
8	Kadiri		21		20					41
9	Kurnool		33	2	40	2				77
10	Madanapalle	7	39	1	5					52



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

11	Markapur		22	3	26					51
12	Nandyal		40	6	56	2				104
13	Narasaraopet	25		47	1			5		78
14	Nellore		43		67		1			111
15	Ongole		27		48					75
16	Parvatipuram		24	7	16				3	50
17	Rajahmundry	22		49				1		72
18	Rajampeta		25		44					69
19	Srikakulam	1	31	7	7				6	52
20	Tirupathi	4	45	2	4					55
21	Vijayawada	8	36	1	7					52
22	Visakhapatnam		19	10	5					34
23	Vizianagaram	1	23	37	11				3	75
		126	628	279	501	4	1	25	16	1580

PASSBOOK PRINTER						
SNO	RO NAME	Epson	Lipi	Olivetti	TVS	Total
1	Anakapalli	5	16	4	5	30
2	Anantapuramu		21	4		25
3	Chittoor	20			17	37
4	Eluru		48			48
5	Gudivada	16	1		15	32
6	Guntur		36			36
7	Kadapa		9	7		16
8	Kadiri		22	5		27
9	Kurnool		16	2		18
10	Madanapalle	15	1		15	31
11	Markapur		20	1		21
12	Nandyal		22	6		28
13	Narasaraopet		65			65
14	Nellore		19	1		20
15	Ongole		12	12		24
16	Parvatipuram	3	11	2	2	18
17	Rajahmundry		55			55
18	Rajampeta		16	5		21
19	Srikakulam	9	3	3	3	18
20	Tirupathi	12			15	27
21	Vijayawada	14	2		20	36
22	Visakhapatnam	9	10	3	5	27
23	Vizianagaram	11	11	1	2	25
	Total	114	416	56	99	685



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

SCANNERS					
S.NO.	RO NAME	Canon	EPSON	HP	Total
1	Anakapalli		45	6	51
2	Anantapuramu	1		1	2
3	CHITTOOR	3	26	5	34
4	Eluru	28	4		32
5	GUDIVADA	24	18		42
6	Guntur	43	4		47
7	Kadapa	2	1	1	4
8	Kadiri	1		2	3
9	Kurnool	2			2
10	MADANAPALLE	6	33	3	42
11	Markapur	4		1	5
12	Nandyal	3		1	4
13	Narasaraopet	23	6		29
14	Nellore	1		1	2
15	Ongole	1		1	2
16	Parvathipuram	2	44	1	47
17	Rajahmundry	24	1		25
18	Rajampeta	2			2
19	Srikakulam	1	40	10	51
20	Tirupathi	9	38	1	48
21	Vijayawada	20	18	2	40
22	Visakhapatnam	1	31	3	35
23	Vizianagaram		50	4	54
<b>Total</b>		<b>201</b>	<b>359</b>	<b>43</b>	<b>603</b>

**Models of the printers as specified below;**

**Laser Printers:**

Brother DCP-B7535W	CANON F166500 & F173700	HP LaserJet Pro MFP M128fn	HP LaserJet Pro M12a
Brother DCP-L2541DW	CANON F173700	HP LaserJet Pro MFP M429fdn	HP LaserJet Pro M403dn
Brother HL-B2100DB	CANON imageCLASS LBP230dn	HP SHNGC-1302-01	HP LASERJET PRO M405DN
BROTHER HL-B2180DWB	CANON imageCLASS LBP6230dn	HP Laserjet 1020 Plus	--
BROTHER HL-L2321D	CANON imageCLASS MF244dw	HP LaserJet MFP M233sdw	--
--	CANON imageCLASS MF4750	HP LaserJet Tank MFP 2606dn	--
--	Canon L11121E	HP LaserJet MFP M436dn	Xerox Phaser 3020



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

--	CANON LBP 2900	HP LaserJet P1007	RICOH MP 2014AD
----	----------------	-------------------	-----------------

**Ink/Inkjet Printers:**

CANON Maxify GX5170/5570	Epson C472A
CANON MAXIFY Ib4170	EPSON L220/L3250/L4260/L6270/L6460/L6490/L3115
CANON PIXMA G3060/G6070	Epson M1140/1170/2170/3170/2140/1180
CANON PIXMA GM2070	EPSON M200

**Passbook Printers:**

Epson PLQ 20	Epson PLQ 35	Lipi LPB 10	LIPI LPB10 Plus	Olivetti PR2 Plus
Epson PLQ 30	Epson PLQ30	LIPI LPB 2	OLIVETTI	TVS Speed 40 Plus

**Scanners:**

CANON 2995C018	Canon Lide 300	EPSON GT 1500
CANON DR C230	Epson DS-077II	EPSON J261A
CANON K10402	EPSON DS-530 II	EPSON J371A
Canon Lide 110	EPSON DS-730N	EPSON J371B1
Canon LIDE 120	EPSON DS-770	Epson J382D1
Epson Perfection V19	Epson Perfection V39 II	HP Scanjet Pro 2500
Epson Perfection V39	EPSON SCANNER-530II	HP Scanjet PRO 3000 S4
HP Scanjet 200	HP SHNGD-1902-01B	--

**Regional Offices wise and manufacturer wise breakup for desktops**

	Name of the Office	Acer	Dell	HCL	HP	INP	INTEL	Lenovo	Wipro	Grand Total
1	RO-ANAKAPALLE	42	66		107			15		230
2	RO-CHITTOOR		148	6	31		1		14	200
3	RO-ELURU	1			88					89
4	RO-GUDIVADA	18	113	3	16			7	2	159
5	RO-GUNTUR	7		1	241					249
6	RO-MADANAPALLE	21	117	1	25				8	172
7	RO-NARASARAOPET	17		7	288					312
8	RO-PARVATHIPURAM	68	45		98			17		228
9	RO-RAJHAMUNDRY	7	1	1	236					245
10	RO-SRIKAKULAM	43	61		84			38		226
11	RO-TIRUPATHI	12	139	2	22	1			2	178
12	RO-VIJAYAWADA	32	111	3	40			1	2	189
13	RO-VISAKHAPATNAM	62	54		103			16		235
14	RO-VIZIANAGARAM	40	60		129			22		251
15	HEAD OFFICE	19	30		108			14		171
	<b>Grand Total</b>	<b>389</b>	<b>945</b>	<b>24</b>	<b>1616</b>	<b>1</b>	<b>1</b>	<b>130</b>	<b>28</b>	<b>3134</b>



<b>Models of the Desktops as specified below</b>	
<b>MAKE</b>	<b>MODEL</b>
Acer	Veriton Series
Acer	Veriton X4240G
Acer	Veriton M200-P565
Acer	Veriton S2680G/X2680G
Dell	Vostro 3670
Dell Inc.	Vostro 3653
Dell Inc.	PowerEdge T330
Dell Inc.	OptiPlex 3080
Dell Inc.	PowerEdge T40
Dell Inc.	OptiPlex 3090
Dell Inc.	OptiPlex 390
HCL Infosystems Limited	HCL Desktop
Hewlett-Packard	HP 202 G2 MT
Hewlett-Packard	110-216ix
Hewlett-Packard	HP Compaq Pro 4300 SFF PC
HP	HP 202 Base Model G2 Microtower PC
HP	HP 280 G1 Base Model Microtower PC
HP	HP 280 G4 Microtower PC
HP	HP 280 Pro G6 Microtower PC (8QY87AV)
HP	HP 280 Pro G6 Microtower PC RCTO Base Model
HP	HP 285 G2 Microtower PC
HP	HP 285 G3 Microtower PC
HP	HP 285 Pro G8 Microtower PC (1Y4D6AV)
HP	HP 285 Pro G8 Microtower PC (1Y4D8AV)
HP	HP 285 Pro G8 Microtower PC RCTO Base Model
HP	HP Desktop Pro A G3
HP	HP Desktop Pro A G3 RCTO Base Model
HP	HP P204v 19.5-inch Monitor
HP	HP Pavilion x360 - 15-cr0051od
HP	HP Pro SFF 400 G9 Desktop PC (4J4B5AV)
HP	HP Pro Tower 280 G9 PCI Desktop PC (4N4N9AV)
HP	HP Pro Tower 280 G9 PCI Desktop PC (4N4P0AV)
HP	HP Pro Tower 280 G9 PCI Desktop PC (6T8B5AV)
HP	HP Pro Tower 280 G9 PCI Desktop PC (7C115AV)
HP	HP Pro Tower 280 G9 PCI Desktop PC RCTO Base Model
HP	HP ProBook 440 G8 Notebook PC (488B7AV)
HP	HP ProOne 440 23.8 inch G9 All-in-One Desktop PC (5B9J5AV)
HP	HP V194 18.5-inch Monitor
HP	HP 280 G4 MT Business PC
HP	HP 280 Pro G6 Microtower PC
HP	ProLiant ML30 Gen9
Lenovo	Think vision



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

LENOVO	10NLS10E00
LENOVO	10TYS0MQ00
LENOVO	11BLS0VJ00
WIPRO	WSG68105W7-0102

**Note:**

1. Above mentioned quantity indicative only, exact quantity will be specified in the Purchase Order issued to the successful bidder.
2. Bank reserves the right to increase or decrease the no. of Desktops, Printers, Scanners and other IT hardware under AMC to the quantity specified in this RFP. Vendor should provide AMC for the increased quantity at **same rate** during the total contract period.
3. The Bank reserves the right to increase or decrease the number of onsite engineers to be deployed, at the **same rates** finalised under the Terms and Conditions of this RFP during the total contract period.
4. Bank has right to extend the AMC contract for an additional period of one year with same commercials based on the performance and quality of services provided by the selected service provider.
5. From the 2nd/3rd year onwards, the AMC quantity of the hardware may increase or decrease. The actual quantities will be communicated at that time by the Head Office only.

**Undertaking**

- i. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- ii. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- iii. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- iv. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- v. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost
- vi. We are agreeable to the payment schedule as per “Payment Terms” of the RFP.

**Date:**

**Signature with seal**  
**Name:**  
**Designation:**



**Appendix -A**

**Instructions to be noted while preparing/submitting Part A - Technical Proposal**

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

- 1) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate.
- 2) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the bid documents with supporting documents.
- 3) Bid Covering letter as per **Annexure-1**.
- 4) Compliance to Pre-Qualification Criteria declaration as per **Annexure-2** with documentary proof in support of the Pre-Qualification Criteria.
- 5) Bidder's Profile as per **Annexure-3**.
- 6) Bid Security Declaration as per **Annexure-4**.
- 7) Make in India Certificate as per **Annexure-5**.
- 8) List of major customers of the bidders in last 3 years as per **Annexure-6**.
- 9) Office details as per **Annexure-7**.
- 10) Compliance to the Scope of Work as per **Annexure-8**.
- 11) Hardware Details to be covered under AMC as per **Annexure-9**.
- 12) Support Location Details as per **Annexure-10**.
- 13) Non-Disclosure Agreement as per **Annexure-11**.
- 14) Undertaking of Authenticity as per **Annexure-12**.
- 15) Compliance Statement as per **Annexure-13**.
- 16) Undertaking Letter as per **Annexure-14**.
- 17) Escalation Matrix as per **Annexure-15**.
- 18) Letter for EMD Return as per **Annexure-16**.
- 19) Undertaking for Not Being NPA as per **Annexure-17**.
- 20) Signed Pre Contract Integrity Pact as per **Appendix-E** in non-judicial Stamp paper.



Appendix-B

Instructions to be noted while preparing/submitting Part B - Commercial Proposal

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

1. Bill of Material as per Annexure-18.



ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్  
ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

Appendix-C

Bank Guarantee Format for Earnest Money Deposit

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

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated \_\_\_\_\_ (Date) for the execution of (Name of Contract) \_\_\_\_\_ (hereinafter called "the Tender") in favour of \_\_\_\_\_ hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, \_\_\_\_\_ (name of the issuing Bank), a body corporate constituted under the \_\_\_\_\_ having its Head Office at \_\_\_\_\_ amongst others a branch/office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
  - (i) fails or refuses to execute the Agreement, if required; or
  - (ii) fails or refuses to furnish the performance security, in accordance with clause \_\_\_\_\_ of conditions of Contract.

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

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- ii) This Bank Guarantee is valid up to \_\_\_\_\_ and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2026

(SIGNATURE & SEAL OF THE BANK)

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows

Name of the Bank: Andhra Pradesh Grameena Bank

Name of the Branch: Head office

IFSC Code:UBIN0CG7999



**Appendix-D**

**Proforma of Bank Guarantee for Contract Performance**

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

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

WHEREAS (Name and address of M/s \_\_\_\_\_ Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to .....(Description of RFP)as per their Contract..... dated \_\_\_\_\_with you (hereinafter referred to as “the CONTRACT” )

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favor, as per Clause \_\_\_\_\_ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as “the PERFORMANCE GUARANTEE”)

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, \_\_\_\_\_and local office at \_\_\_\_\_, India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE, WE (Name of the issuing Bank) through our local office at \_\_\_\_\_ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs\_\_\_\_\_ (Rupees\_\_\_\_\_) an amount equivalent to 5% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs\_\_\_\_\_ (Rupees\_\_\_\_\_) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to



ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a “No Demand Certificate” provided always that the guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as aforesaid or extend the period of the guarantee beyond the said day of \_\_\_\_\_ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, or registered post to our local address as aforesaid or by email preferably to \_\_\_\_\_ (email ID of the BG issuing bank) or by SFMS preferably to \_\_\_\_\_ (IFSC of the BG issuing bank). If sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or



ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్  
ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- ii. This guarantee shall be valid up to \_\_\_\_\_ and;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Guntur on or before \_\_\_\_\_ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

For and on behalf of

\_\_\_\_\_ BRANCH MANAGER SEAL ADDRESS PLACE

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows

Name of the Bank: Andhra Pradesh Grameena Bank

IFSC Code: UBIN0CG7999



**Appendix-E**  
**Pre Contract Integrity Pact**  
**(This has to be submitted in the non-judicial Stamp Paper of Rs. 500/-)**

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

Ref: GEM/2026/B/7431959 dated 10/04/2026

**1. GENERAL**

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on-  
\_\_\_\_\_ day of the month \_\_\_\_\_ 2026 , between, the 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 referred to as BUYER/BANK  
which expression shall include its successors and assigns) acting through  
Shri \_\_\_\_\_ , \_\_\_\_\_, representing Andhra  
Pradesh Grameena Bank, of the BUYER, of the FIRST PART

AND

M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive  
Officer/Authorised Signatory (hereinafter called the  
"BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and  
include, unless the context otherwise requires, his successors and permitted assigns),  
of the SECOND PART

WHEREAS the BUYER proposes to select a  
\_\_\_\_\_ and the  
BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the  
stores/services and

1.2. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/  
public company/Government undertaking/ partnership/ LLP/registered export  
agency/service provider, duly constituted in accordance with the relevant law  
governing its formation/incorporation/constitution and the BUYER is a body corporate  
constituted under Banking Companies (Acquisition and transfer of undertakings), Act  
1970.

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood  
that the signing of this agreement is an essential pre-requisite for participation in the  
bidding process in respect of Stores/Equipment/Items/Services proposed to be  
procured by the BUYER and also understood that this agreement would be effective  
from the stage of invitation of bids till the complete execution of the agreement and  
beyond as provided in clause 13 and the breach of this agreement detected or found  
at any stage of the procurement process shall result into rejection of the bid and  
cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER  
liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER  
agree to enter into this pre-contract integrity agreement, hereinafter referred to as



Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

- 2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

### **3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following: -

- 3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.
- 3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.



#### **4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS**

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.
- 4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.



4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

#### **5. PREVIOUS TRANSGRESSION**

5.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

#### **6. EARNEST MONEY (SECURITY DEPOSIT)**

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Security Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/ CONTRACTOR/ SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

#### **7. SANCTIONS FOR VIOLATIONS**

7.1. Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/ SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required: -

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.
- ii. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.



# ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్ ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  - iv. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
  - vi. To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  - vii. To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - viii. To recover all sums paid in violation of this Pact by BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
  - x. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
  - xi. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- 7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/ CONTRACTOR/ SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.



## **8. FALL CLAUSE**

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

## **9. INDEPENDENT EXTERNAL MONITORS**

- 9.1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.
- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.
- 9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.
- 9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors () with confidentiality.
- 9.7. The BUYER will provide to the Monitors 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 parties. The parties may offer to the Monitors the option to participate in such meetings.



9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER /BIDDER /SELLER/ CONTRACTOR /SERVICE PROVIDER and submit proposals for correcting problematic situations.

**10. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

**11. LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law and the place of jurisdiction is Guntur.

**12. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

**13. VALIDITY**

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact on.....[Insert Date].

BUYER  
Name of the Officer  
Designation  
Andhra Pradesh Grameena Bank  
Place: \_\_\_\_\_\*

BIDDER  
Authorized Signatory/PoA Holder  
Designation: \_\_\_\_\_  
Place: \_\_\_\_\_\*

Witness:

1)

2)

Witness:

1)

2)

*\*Buyer and Seller to mention their respective place of execution.*



ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్  
**ANDHRA PRADESH GRAMEENA BANK**

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

Appendix-F  
DRAFT CONTRACT AGREEMENT

CONTRACT AGREEMENT FOR .....  
AS PER THE PURCHASE ORDER NO: ..... DATED: .....

THIS AGREEMENT (the Agreement) executed at Guntur on ..... day of ..... 2026.

BETWEEN

Andhra Pradesh Grameena Bank, having its Head Office at having its Head office at Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh - 522002, represented by the Authorised Signatory of its IT Department, (hereinafter referred to as "PURCHASER") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **ONE PART**

AND

M/s ....., a Company/Firm constituted and registered under the provisions of the Companies Act 1956 having its Registered Office at .....represented by the Authorized Signatory, Mr ....., (Designation) (hereinafter referred to as "Vendor /service provider" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the **OTHER PART**:

The Purchaser and Vendor/service provider are hereinafter collectively referred to as "Parties".

WHEREAS the Purchaser invited Bids for Products/Services VIZ ....., (Brief description of product/service/solutions) and has accepted the Bid by the Vendor/service provider for ..... (Full description of product/service/solutions) for the sum of Rs..... (Rupees ..... only) exclusive of GST (herein after called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. DEFINITION AND INTERPRETATION:**

- 1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP/RFQ/EOI/ Amendments/ LOI/ Purchase Order referred to.
- 1.2 Reference to a "Business day" shall be construed as reference to a day (other than a Sunday, second or fourth Saturday) on which banks in the State are generally open for business;



- 1.3 any reference to a month shall mean a reference to a calendar month as per the Gregorian calendar;
- 1.4 In this Agreement, unless the context otherwise requires:
- 1.4.1 words of any gender are deemed to include the other gender;
  - 1.4.2 words using the singular or plural number also include the plural or singular number, respectively;
  - 1.4.3 the terms “hereof”, “herein”, “hereby”, “hereto” and any derivative or similar words refer to this entire Agreement;
  - 1.4.4 headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
  - 1.4.5 reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
  - 1.4.6 any term or expression used, but not defined herein, shall have the same meaning assigned thereto under the RFP;
  - 1.4.7 references to the word “include” or “including” shall be construed without limitation;
- 1.5 The RFP/RFQ/EOI Document/ Bid No/PO No .....as amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes
- a) The Bid Form and the Price Schedule submitted by the Bidder.
  - b) The Bill of Material.
  - c) The Technical & Functional Specifications.
  - d) The Terms and Conditions of the Contract.
  - e) The Purchaser’s Letter of Intent/Notification of Award.
  - f) Schedule of Dates, Amounts etc.
  - g) Pre-Contract Integrity Pact.
  - h) All pre bid clarifications/mail communications shared with the bidder during the processing of this bid.

All the above are collectively referred to as "the Transaction Documents" forming an integral part of the Contract are to be taken as mutually explanatory to one another. Detailed site orders as and when released shall form an integral part of this contract. However, in case of conflict between the Clauses of the Contract and Schedules appended to the Contract, provisions of the Clauses of the Contract shall prevail.



**ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్**  
**ANDHRA PRADESH GRAMEENA BANK**

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

**2. SCOPE OF WORK:**

The scope of work shall be as Per RFP/RFQ/EOI Document/ Bid No/PO No  
.....

**3. TERM OF THE CONTRACT:**

The contract shall be valid for the full duration till completion of all contractual obligations by the Vendor/Service Provider and PURCHASER for the current orders or further orders to be released to Vendor/ Service Provider as per the terms and conditions in this contract or till the expiry of the contract whichever is later.

**4. PAYMENT TERMS:**

The payment terms shall be as specified in the RFP/RFQ/EOI Document/ Bid No/PO No  
.....

**5. PENALTIES/LIQUIDATED DAMAGES:**

As Per RFP/RFQ/EOI Document/ Bid No/PO No  
.....

**6. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE:**

The Vendor/Service Provider shall submit Security Deposit/Performance Bank Guarantee as specified in the RFP/RFQ/EOI Document/ Bid No/PO No  
.....

**7. ASSIGNMENT:**

7.1 VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, it's obligations to perform under the Contract, except with the BANK's prior written consent.

7.2 If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.

**8. SUB-CONTRACTING:**

8.1 VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.

8.2 Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.

**9. SERVICE LEVELS:**

9.1 During the term of the contract, the vendor shall maintain the Service Levels as detailed in RFP/GeM Bid/PO. In case the vendor fails to maintain the Service Levels, Liquidated damages as detailed in RFP/GeM Bid/PO shall be imposed on the Vendor/Service provider.



- 9.2 In relation to any undertaking and under any circumstances, the service provider shall exercise the degree of skill, diligence, prudence, and foresight that would reasonably be expected from a highly skilled and experienced professional engaged in the same type of undertaking under similar circumstances. Further the vendor/service provider shall identify and designate skilled personnel necessary for the operation of critical functions under this agreement. Such personnel shall be considered essential and must be available to work on-site during exigencies including but not limited to emergencies and pandemics. The service provider shall provide the bank with a list of these essential personnel and any associated backup arrangements and ensure their availability as required.
- 9.3 The service provider shall wherever applicable be obligated to establish and maintain suitable back-to-back contractual arrangements with the Original Equipment Manufacturers (OEMs) to ensure that all services, warranties, and obligations stipulated in this Agreement are fully supported and enforceable by the OEMs. These arrangements shall include, but are not limited to, the OEMs' commitment to provide necessary resources, technical support, replacement parts, and any other services required to fulfill the terms of this Agreement. The Service Provider must provide evidence of such arrangements upon request and shall ensure that these agreements are in place for the duration of this contract to guarantee seamless service delivery and compliance with all contractual obligations.
- 9.4 The vendor/service provider shall deliver the agreed-upon goods and services in accordance with this agreement with respect to quality and quantity, and shall be subject to regular monitoring and reporting.

**10. ORDER CANCELLATION/TERMINATION OF CONTRACT:**

- 10.1 The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.
- 10.2 The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- 10.2.1 Delay in delivery beyond the specified period for delivery.
- 10.2.2 Serious discrepancies noted in the items delivered.
- 10.2.3 Breaches in the terms and conditions of the Order.
- 10.2.4 Non submission of acceptance of order within 7 days of order.
- 10.2.5 Excessive delay in execution of order placed by the Bank.
- 10.2.6 The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
- 10.2.7 The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.
- 10.2.8 An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 10.2.9 The progress made by the Vendor/Service Provider is found to be unsatisfactory.



- 10.2.10 If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 10.3 Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.
- 10.4 In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.
- 10.5 After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 10.6 The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 10.7 In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 10.8 Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.
- 10.9 The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables.

#### **11. EXIT MANAGEMENT PLAN:**

- 11.1 Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.
- 11.2 Vendor/Service Provider shall update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. The plan and the format shall be discussed and approved by the Bank.
- 11.3 The exit Management plan shall deal with the following aspects but not limited to of exit management in relation to the Service Level as a whole and in relation



- to in scope applications, interfaces, infrastructure and network and the scope of work.
- 11.3.1 A detailed program of the transfer process that could be used in conjunction with a replacement vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
  - 11.3.2 Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable period (minimum three month and maximum as per mutual agreement) after transfer or as decided by Andhra Pradesh Grameena Bank.
  - 11.3.3 Plans for training of the Replacement Service Provider/Andhra Pradesh Grameena Bank staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by Andhra Pradesh Grameena Bank. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of Vendor/Service provider.
- 11.4 At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Vendor/Service Provider scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider. This transition process shall be managed to ensure minimal disruption to the bank's operations and continuity of services.
  - 11.5 All risk during transition stage shall be properly documented by Vendor/Service Provider and mitigation measures shall be planned to ensure a smooth transition without any service disruption. Vendor/Service Provider must ensure that hardware supplied by them shall not reach end of support products (software/hardware) at time of transition. Vendor/Service Provider shall inform well in advance end of support products (software/hardware) for the in-scope applications and infrastructure.
  - 11.6 The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Andhra Pradesh Grameena Bank.
  - 11.7 Vendor/Service Provider will provide shadow support for a minimum of 90 days or as decided by the Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.
  - 11.8 In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Andhra Pradesh Grameena Bank and communicated to Vendor/Service Provider.
  - 11.9 Vendor/Service Provider must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to Andhra Pradesh Grameena Bank.
  - 11.10 Vendor/Service Provider needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.



11.11 The vendor/service provider shall fully cooperate with relevant authorities in the event of the bank's insolvency or resolution, including providing necessary information and support as required to facilitate the orderly transition and resolution process, ensuring minimal disruption to services and compliance with regulatory requirements.

**12. TRAINING AND HANDHOLDING:**

12.1 Vendor/Service Provider shall provide necessary knowledge transfer and transition support to the satisfaction of the Bank. The deliverables as indicated below but not limited to:

12.1.1 Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.

12.1.2 Change Request Logs

12.2 Assisting the new Service Provider/Bank with the complete audit of the system including licenses and physical assets

12.3 Detailed walk-throughs and demos for the solution

12.4 During the exit management period, the Vendor/Service Provider shall use its best efforts to deliver the services.

12.5 Vendor/Service Provider shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by Bank.

During Reverse Transition Bank will not pay any additional cost to the Vendor/ Service Provider for doing reverse transition.

**13. INTELLECTUAL PROPERTY RIGHTS:**

13.1 VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.

13.2 In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:

13.2.1. Procure for BANK the right to continue to use such deliverables.

13.2.2. 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

13.2.3. If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and



reimburse BANK for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring 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, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution.

13.3 The indemnification obligation stated in this clause shall 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 to 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.

13.4 VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision making processes of BANK are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

#### 14. INDEMNITY:

14.1 VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

- 14.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;
- 14.1.2 Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;
- 14.1.3 Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider

14.2 Vendor/Service Provider shall be liable for any loss caused to the bank due to any wilful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions.



# ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్ ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

- 14.3 VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.
- 14.3.1 All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 14.3.2 VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.
- 14.3.3 All Employees engaged by VENDOR/ SERVICE PROVIDER shall be in sole employment of VENDOR/ SERVICE PROVIDER and the VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.
- 14.4 The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or confidential information, fraud or gross negligence or wilful misconduct or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be actual claims.

## **15. RIGHT TO AUDIT:**

- 15.1 The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.
- 15.2 Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 15.3 The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to the PURCHASER and/or auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory



authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.

**16. BUSINESS CONTINUITY PLAN:**

- 16.1 The service provider/vendor shall develop and establish a robust Business Continuity and Management of Disaster Recovery Plan if not already developed and established so as to ensure uninterrupted and continued services to the Bank and to ensure the agreed upon service level.
- 16.2 The service provider/vendor shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.

**17. CORRUPT AND FRAUDULENT PRACTICES:**

- 17.1 Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period.
- 17.2 Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Bank.

**18. CONFIDENTIALITY AND NON-DISCLOSURE:**

- 18.1 The vendor/service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business / customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), and shall not in any way disclose to anyone and the same shall be treated as the intellectual property of the Bank. The Service Provider shall ensure that the same is not used or permitted to be used in any manner incompatible inconsistent with that authorized procedure/ practice by the Bank. The Confidential Information will be safeguarded, and the Service Provider will take all necessary action to protect it against misuse, loss, destruction, alteration, or deletion thereof. Any violation of the same will be liable for action under the law.
- 18.2 VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information.
- 18.3 No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.



- 18.4 Provided that the Confidentiality Clause may not be applied to the data or information which;
- e) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
  - f) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
  - g) Is required by law or regulatory compliance to disclose to any third person.
  - h) Is explicitly approved for release by written authorization of the Bank.
- 18.5 Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information
- 18.6 The vendor/service provider may disclose only the following types of data to the bank's customers and/or third parties with prior written consent of the bank: financial data, sensitive personal data, and other information explicitly permitted by the bank. All disclosures must comply with applicable laws, RBI regulations and guidelines. Prior written consent from the bank is required for any other disclosures, and detailed records of all shared data must be maintained by the service provider and shall be provided to the bank as and when required by the bank.

THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.

**19. FORCE MAJEURE:**

- 19.1 VENDOR/ SERVICE PROVIDER shall not be liable for default or non-performance of the obligations under the Contract, if such default or non-performance of the obligations under this Contract is caused by any reason or circumstances or occurrences beyond the control of VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.
- 19.2 For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.
- 19.3 In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the BANK in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the BANK, VENDOR/ SERVICE PROVIDER shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 19.4 In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the BANK and VENDOR/ SERVICE PROVIDER shall hold consultations with each other in an endeavour to find a solution to the



problem. Notwithstanding above, the decision of the BANK shall be final and binding on the VENDOR/ SERVICE PROVIDER.

**20. SOCIAL MEDIA POLICY:**

- 20.1 No person of the Bank or the Vendor/Service Provider and third parties shall violate the Social Media Policy of the Bank.
- 20.2 The following acts on the part of personnel of the Bank or Vendor/Service Provider and third parties shall be construed as violation of Social Media Policy:
- 20.2.1 Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.
- 20.2.2 Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social Media related systems and procedures.
- 20.2.3 Any unauthorized use or disclosure of Bank's confidential information or data.
- 20.2.4 Any usage of information or data for purposes other than for Bank's normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

**21. HIRING OF BANK STAFF OR EX-STAFF:**

The VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employee of the Bank during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the VENDOR/ SERVICE PROVIDER or sub-contractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank.

**22. ADHERENCE TO BANKS IS SECURITY/CYBER SECURITY POLICIES:**

- 22.1 VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.
- 22.2 In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.

**23. PROTECTION OF DATA:**

- 23.1 Vendor/Service Provider warrants that at all times, when delivering the Deliverables and/or providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Bank data occurs as a result of Vendor/Service provider's failure to perform its responsibilities in the RFP/ Gem Bid/ PO/Agreement, Vendor/Service Provider will at Bank's request correct or cause to be corrected any loss or damage to Bank data. Further, the cost of any corrective action in relation to data loss of any nature will be borne by Vendor/Service Provider, if such loss or damage was caused by any act or omission of Vendor/Service



provider or its officers, employees, contractors or agents or other persons under Vendor/Service provider control.

- 23.2 Where the terms of the RFP/Gem Bid/PO/Agreement require any data to be maintained by the Bank, the Bank agrees to grant, Vendor/Service provider such access and assistance to such data and other materials as may be required by Vendor/Service Provider, for the purposes of correcting loss or damage to Bank data. If any data to be shared between the Bank and Vendor/Service provider for the purpose of the contract, the same shall be shared through secured channels in an encrypted manner. The Vendor/ Service Provider shall process the relevant data at \_\_\_\_\_ (furnish the location). If the Vendor/ Service Provider proposes any change in data processing location, the same shall be notified to the Bank before the change of location. Vendor/Service provider is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements/instructions, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank. The data if any to be stored by the vendor shall be stored in an encrypted manner. Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information. No biometric data shall be stored/ collected in the system associated with the vendor, unless allowed under extant statutory guidelines. The vendor shall have a structured process in place for secured removal/disposal/destruction of data and the details of the same shall be provided to the Bank as and when required by the bank.
- 23.3 Data privacy and security of the customer's personal information shared by the Bank shall always be ensured by Vendor/Service Provider. The personal information of customers shall not be stored and processed by the vendor except certain basic minimal data (viz. name, address, contact details of the customer etc.) as required for the performance of its obligations under this Agreement.
- 23.4 Vendor/Service Provider shall ensure compliance with all applicable law in relation to the services under this agreement and any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the agreement.
- 23.5 Vendor/Service Provider shall comply with all Data Protection Laws applicable in relation to the services under this agreement and shall ensure that any data provided by the Party under this Agreement is treated as confidential.
- 23.6 For the Purpose of this clause, "Data Protection Laws" means all directives, statutes, regulations, orders, decrees, decisions, or any other like legal instrument (whether enacted in India or any other relevant jurisdiction) which pertain to the protection of privacy and confidentiality of Personal Data including Digital Personal Data Protection Act, 2023, Information Technology Act, 2000, and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time
- 23.7 The Service provider shall ensure compliance with any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the contract and the contract shall be subject to the applicable law. If any modifications are required in existing applications/services due to change in



the applicable Law by the Legislator and/or regulators, the Service provider shall make the necessary changes as per the instructions of the Bank. Payment terms for the modifications/changes necessitated due to change in applicable law shall be mutually agreed between the Bank and the Service provider. For this purpose “Applicable Law” means all the (a) applicable provisions of the constitution, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances, or orders of any Government Authority of India, Regulators; (b) orders, decisions, injunctions, judgments, awards, decrees, etc., of any Government Authority, Regulators including but not limited to rules, regulations, guidelines, circulars, Frequently Asked Questions (FAQs) and notifications issued by the RBI from time to time; and (c) applicable international treaties, conventions and protocols that become enforceable from time to time.

**24. DISPUTE RESOLUTION MECHANISM:**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably by negotiation between the parties. In case of failure to resolve the disputes and differences amicably through negotiation, the matter may be referred to mediation with the assistance of a mediator mutually agreed upon after issuance of at least 30 days’ notice in writing to the other party clearly setting out the intention to refer such dispute to mediation. Proceedings of mediation shall be governed by The Mediation Act, 2023. Place of Mediation shall be Guntur, Andhra Pradesh . Proceedings of the mediation shall be conducted in English language.

**25. GOVERNING LAWS AND JURISDICTION OF THE COURT:**

All disputes and controversies between Bank and VENDOR/ SERVICE PROVIDER shall be subject to the exclusive jurisdiction of the courts in Guntur, Andhra Pradesh and the parties agree to submit themselves to the jurisdiction of such court as this Contract shall be governed by the laws of India.

**26. NOTICES:**

Any notice or other communication required or permitted by this Contract shall be in writing, in English, delivered by certified or registered mail, return receipt requested, postage prepaid and addressed as follows or to such other address as may be designated by notice being effective on the date received or, if mailed as set above:

**If to BANK:**

Registered Office Address: Andhra Pradesh Grameena Bank,  
Head office, Door. No, 5-37-234,  
4th floor, Raghu Mansion,  
4/1 Brodipet, Guntur,  
Andhra Pradesh - 522002.

Email: [Procurement@apgb.bank.in](mailto:Procurement@apgb.bank.in)

**If to VENDOR/ SERVICE PROVIDER:**

Registered Office Address:



Designated Contact Person: ..... (.....)  
Phone:91+.....  
Email: .....

**27. AMENDMENTS TO CONTRACT:**

The terms and conditions of this Agreement may be modified by Parties by mutual agreement from time to time. No variation of or amendment to or waiver of any of the terms of this Agreement shall be effective and binding on the Parties unless evidenced in writing and signed by or on behalf of each of the Parties.

**28. CONFLICT OF INTEREST:**

28.1 VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

28.2 VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Bank in writing of such conflict.

28.3 VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.

**29. ESCALATION MATRIX:**

The escalation matrix at the Vendor/Service Provider level, shall be provided as below.

In case of any issue with respect to the execution of the Project, Delivery of Hardware, Services etc., the Bank can escalate the issue as per the escalation matrix.

Escalation matrix shall be strictly followed to resolve any tickets, whenever raised.

Escalation Level	Name	Designation	Office Address	Mobile Number	Role & Responsibility	E-mail ID
First Level	-----	-----	-----	-----	-----	-----
Senior Level/Middle Level	-----	-----	-----	-----	-----	-----
Highest Level	-----	-----	-----	-----	-----	-----



**30. GENERAL CONDITIONS TO CONTRACT:**

- 30.1 The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.
- 30.2 The VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information
- 30.3 The VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no: RBI/2023-24/102 DoS.CO.CSITTEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.
- 30.4 No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 30.5 No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 30.6 All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 30.7 If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavour to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 30.8 None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 30.9 Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.



# ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్ ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

- 30.10 Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy.
- 30.11 The vendor/service provider shall comply with all applicable provisions of the Information Technology Act, 2000 and any amendments thereto. This includes adhering to regulations and standards set forth under the Act concerning data protection.
- 30.12 The Vendor/Service Provider shall be liable for any loss caused to the bank due to any willful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud, in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions.
- 30.13 Further Vendor/Service Provider the agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement and shall adhere to the same.
- 30.14 The Schedules and Annexures attached to this Agreement shall form and read as an integral part of this agreement and this agreement, the schedule, instruments, undertakings or otherwise executed presently or in future, herein contemplated to be entered into among, by or with the Parties hereto constitute the entire Agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first herein above written.

Signature:  
Name:  
Designation:  
For & on behalf of:  
(BANK)

Signature:  
Name:  
Designation:  
For & on behalf of  
(VENDOR/ SERVICE PROVIDER)

In the presence of:

In the presence of:

Signature: 1:  
Name:  
Designation:

Signature: 1:  
Name:  
Designation:

Signature: 2:

Signature: 2:

Name:  
Designation:

Name:  
Designation: