



ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్

ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

REQUEST FOR PROPOSAL (RFP)

For

Procurement of ManageEngine Endpoint Central Enterprise Edition licenses on a subscription basis for a period of three years towards implementation of security controls at the Data Centre (DC) and Disaster Recovery (DR) locations

RFP Reference No.	GEM/2026/B/7621715
RFP Issuance Date	04/06/2026
Last Date of request for Queries/ Clarifications	06/06/2026 at 04:00 PM
Last Date for receipt of bids	15/06/2026 at 11:00 AM
Date and time of opening Technical bids	15/06/2026 at 11:30 AM

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GLOSSARY

Abbreviation	Description
AMC	Annual Maintenance Cost
ATS	Annual Technical Support
DC	Data Center Site, Hyderabad
DR	Disaster Recovery Site, Chennai
EMD	Earnest Money Deposit
GeM	Government e-Marketplace
HA	High Availability
HO	Head Office, Guntur
ITD	Information Technology Department
ICT	Information and Communications Technology
MPLS	Multi-Protocol Label Switching
APGB	Andhra Pradesh Grameena Bank
PBG	Performance Bank Guarantee
PSB	Public Sector Bank
PSU	Public Sector Unit
RFP	Request for Proposal
RO	Regional Office
RRO	Regional Representative Office
TCO	Total Cost of Ownership
Service Provider/Vendor/Bidder read as single entity. The final bidder is termed as Vendor/Service Provider	

Interpretation: The terms RFP, Tender, Bid have been used interchangeably and it shall be treated as one and the same for the purpose of this RFP document. All clarifications, amendments, modifications, supplemental RFP that may be issued in relation to this RFP shall be treated as part and parcel of the RFP and shall together constitute the RFP document.



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1. Introduction

1.1 Purpose

- Andhra Pradesh Grameena Bank (APGB) (hereinafter referred to as the Bank) with Head Office at and its office is located at Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Andhra Pradesh Grameena Bank, Guntur, Andhra Pradesh, intends to solicit proposals from qualified vendors for Procurement of Manage Engine Endpoint Management Subscription.
- The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with APGB. Neither APGB nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither APGB nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.
- Subject to any law to the contrary, and to the maximum extent permitted by law, APGB and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of APGB or any of its officers, employees, contractors, agents, or advisers.

1.2 Bid Summary:

S. No	Particulars	Timeline
1	Issuance Date of RFP (Date of RFP Issuance)	As per the GEM bidding document
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries / clarifications)	Online, as published on GeM portal Queries received after cut off time will not be entertained. Pre-bid queries to be submitted the following mail ID - procurement@apgb.bank.in
3	Pre-bid Meeting Date and Time (Virtual Mode)	Based on the clarification sought by the bidders through mail, bank may take decision to conduct online/virtual meeting for pre bid queries. Interested bidders can send pre-bid queries over email (procurement@apgb.bank.in)



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4	Last Date of Submission/ Closing Date in GeM portal (Last Date of Submission of RFP Response)	As per the GEM bidding document For Offline submission of documents listed in Sl. No. 8 below, the sealed envelope shall be addressed to the Bank and to be delivered at the address below. The General Manager-IT, Andhra Pradesh Grameena Bank Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh, 522002
5	Eligibility cum Technical Bid Opening Date	As per the GEM bidding document
6	Reverse Auction	The commercial bids submitted by the bidders will be opened as per GeM terms and the reverse auction will be conducted among those bidders who satisfy the eligibility criteria and qualify in technical evaluation. Further H1 elimination may be done as per the GeM guidelines defined in the GeM Bid Document (if more than 3 bidders are technically qualified).
7	Online Bid Submission Details	Documents to be submitted only through Government e-Market Place (GeM) portal. Except documents listed below in Sl. No. 8 only to be submitted in offline physical mode.



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8	Documents to be submitted physically by Bidders	<p>Bid Security (EMD) for Rs.1,50,000/- 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 P) (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 (EMD) through online mode to below mentioned account for this RFP (No interest will be paid).</p> <p><u>Fund transfer account details:</u></p> <p>Account Name : APGB Account No : 79991025400017 IFSC Code : UBIN0CG7999</p> <p>The General Manager-IT, Andhra Pradesh Grameena Bank Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh, 522002</p>
9	Contact details of the Bank Officials	<p>1. G. Vishnu Charan, HOD-IT 2. K Venkata Santosh - Sr. Manager -IT Mobile: 9281404943/6304802044 Email: Procurement@apgb.bank.in Website: https://www.apgb.bank.in</p>



The RFP document can also be downloaded from:

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

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

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

This RFP is issued by:

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



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2. About Andhra Pradesh Grameena Bank

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

3. Instructions to Bidders:

General Instructions:

- The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
- No binding legal relationship will exist between any of the Bidders and APGB until execution of a contractual agreement, except the pre-contract Integrity Pact to be submitted along with the Bid.
- The Bidder acknowledges and accepts that Bank may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing/selecting the eligible vendor(s).
- The Bidder will, by responding to Bank for RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned in Bid Summary Details Points No: 9.
- APGB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide the details of their contact person, including telephone number, fax number, email address, and complete postal address, to ensure prompt communication regarding responses to the RFP.
- If APGB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then APGB reserves the right to communicate such response to all Bidders.
- Queries / Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids during the working days between 10 am to 6 pm, excluding holidays.
- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Govt. Departments/PSUs/Banks/Financial



Institutes in India.

- The bids qualify the Minimum Eligibility Criteria and Technical Compliance statement will be eligible for Financial Evaluation.
- No consortium is allowed for the solution/ services to be offered

3.1 Pre-bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, APGB intends to hold an online/offline Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of all the Bidders, in writing, should reach by e-mail or by post, 2 days before the date of pre-bid meeting, on the email/postal address. It may be noted that no queries of any bidder shall be entertained after the above deadline and post Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting or issued through Corrigendum, if applicable. Only the authorized representatives of the bidders will be allowed to attend the Pre-Bid meeting.

Based on the clarification sought by the bidders through mail, bank may take decision to conduct online/virtual meeting for pre bid queries. Interested bidders can send pre-bid queries over email (procurement@apgb.bank.in)

3.2 Soft Copy of Tender Document

The soft copy of the Tender/RFP document is available on Gem Portal/ APGB's website.

3.3 Earnest Money Deposit (EMD)

i. For Non-MSME Bidders

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.1,50,000 (Rupees One lakh and Fifty Thousand Only) valid for 180 days from the last date of bid submission. Bank may seek extension of Bank Guarantee, if required. Relaxation if any, extended by GOI/ competent authorities for furnishing the EMD shall be passed on to the bidders.

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

The bid security may be forfeited if:



a) Bidder withdraws its bid during the period of bid validity or does not accept the correction of errors in accordance with the terms of RFP;

or

b) In the case of a successful Bidder, if the Bidder fails or refuses to sign the Contract within the specified time from the date of issue of purchase order, or fails or refuses to furnish performance security.

ii. For MSME/ Start Up bidders:

As per Rule 170 of General Financial Rules (GFRs) 2017, MSME/ Start up Bidders are exempted from submission of bid security i.e., EMD deposit. Further, in lieu of Bid Security, Bidders are required to submit the “EMD/Bid Security Declaration” on their organization’s letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fail to submit a performance security before the deadline defined in the request for proposal (RFP) document, they may be Suspended/Blacklisted at Bank’s discretion.

3.4 Non-Transferability of Tender/RFP

This tender/RFP document is not transferable.

3.5 Erasures or Alterations

The offers containing erasures or alterations may not be considered. Any interlineations, erasures, or overwriting in the Technical Bids may, at APGB’s discretion, be considered valid only if they are duly initialled by the person signing the Bids. However, any interlineations’, erasures or overwriting in any form will not be accepted in the financial bid. There should be no hand-written material, corrections, or alterations in the offer. Technical details must be completely filled up. 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. However, APGB may treat offers not adhering to these guidelines as unacceptable. APGB may, in its absolute discretion, waive any non-conformity or irregularity in the offer, which in the opinion of APGB is ancillary and not essential. This shall be binding on all Bidders and APGB reserves the right for such waivers.

3.6 Amendment to the Bidding/Tender/RFP document

- As published on GEM/Bank’s website <https://apgb.bank.in/>.
- All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the bid. Bank will not have any responsibility in case of any omission by Bidder/s.
- APGB at its discretion may extend the deadline for the submission of Bids.



- APGB shall not be liable for any communication gap. Further, APGB reserves the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

3.7 Language of Bid

The Bid submitted by the Bidder, along with all correspondence, supporting documents, and printed literature exchanged between the Bidder and APGB, shall be prepared and submitted in the English language.

3.8 Masked financial bid

As per Annexure-G mentioned in the RFP. To be submitted along with Technical Bid.

3.9 Right to Alter Location / Quantities

APGB reserves the right to alter the proposed quantities specified in the RFP. APGB also reserves the right to add/delete one or more location/s from the list specified in the RFP.

3.10 Documents Comprising the Bid

(Please follow the instructions, if any, separately prescribed in the Formats)

1. Bidder's information in the format as prescribed in Annexure A.
2. Bidder's Experience details in the format as prescribed in Annexure B.
3. Compliance Statement Declaration along with Deviations in the format as prescribed in Annexure C.
4. Minimum Eligibility Criteria in the format as prescribed in Annexure- D.
5. Manufacturer Authorization Format as per Annexure E.
6. The proof of e-payment of Rs. 2,00,000/- (refundable) towards EMD made to Andhra Pradesh Grameena Bank. Bids without EMD amount will be rejected.
7. Documents comprising the Financial Proposal should be:
 - a) Complete Financial bid as per Annexure F with covering letter as per Annexure G.
 - b) Financial bids containing any deviations or similar clauses may be summarily rejected.
8. ECS Mandate in the format as prescribed in Annexure H.
9. Letter of Competence in the format as prescribed in Annexure I.
10. Turn over certificate -Annexure -J
11. Format of Bank Guarantee in the format as prescribed in Annexure K.
12. Undertaking/Certificate by the Bidder in the format as prescribed in Annexure O.
13. Bid Security Format - Annexure- P

3.11 Bid Currency

Bids to be quoted in Indian Rupee only.



3.12 Performance Guarantee

The selected Bidder will be required to provide a performance bank guarantee/PBG for 5% of Total Subscription Cost as per the Format (Annexure K), in the form of bank guarantee from a Scheduled Commercial Bank. If required, PBG for the additional procurement/extended support shall be taken separately as per the same terms and conditions.

3.13 Period of Validity of Bids

As mentioned in GEM bidding document

3.14 Format and Signing of Bids

Bids are required to be submitted through GeM Portal Only.

3.15 Sealing and Marking of Bids

The bids are required to be submitted through GeM portal only. Physical bids received in this regard will not be considered as valid response for this tender.

3.16 Deadline for submission of Bids

As mentioned in GEM bidding document

3.17 Modification and/or Withdrawal of Bids

As mentioned in GEM bidding document

3.18 Opening of Bids by the Bank

- On the scheduled date and time, the bids will be opened on the GeM Portal by the Bank's Committee.
- Place of opening of Technical Bids: Online
- The Bidder name and presence or absence of requisite EMD and such other details as the Bank, if any, at its discretion may consider appropriate will be announced at the time of technical bid opening.

3.19 Clarification of bids

As mentioned in GEM bidding document

3.20 Preliminary Examinations

- The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the bids are generally in order.
- The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.



- The decision of the Bank is final towards evaluation of the bid documents.

3.21 Proposal Ownership

The proposal and all supporting documentation submitted by the vendors shall become the property of APGB unless APGB agrees to the vendor's specific request/s, in writing, that the proposal and documentation be returned or destroyed.

3.22 Instructions to the Bidders regarding Outsourcing:

The Bidder shall not outsource the work assigned by APGB, to any third party except with APGB's prior written consent and attend all complaints registered by APGB through its own service/support infrastructure only.

3.23 Price Composition & Variation

- The Bidder should clearly furnish the cost matrix strictly as per the structure, if any, provided in the Annexure. Any deviation may lead to Bid rejection. Also, no options should be quoted other than as per the Commercial/Financial Bid. Wherever options are given, the Bid is liable to be rejected.
- The financial offer shall be on a fixed price basis. No price variation relating to cost of consultancy excl. taxes (present and future) will be entertained for any work assigned during the period of contract.
- Only GST will be paid as actual as per statutory revision.
- Date of implementation of project shall be the date of acceptance of the letter of award (Starting Date) or such other date as may be fixed by APGB. The same date shall be considered for renewal of support services etc., if applicable.

3.24 Timely availability of Support Services

The vendor should have proper and adequate support mechanisms in place at DC, Hyderabad or DR, Chennai to provide all necessary support under this project as detailed in this RFP.

3.25 Manuals and Drawings

The vendor shall provide complete technical and other documentation/s for the services supplied during the period of contract. All the manuals shall be in English and must be clearly indicative of services supplied.



3.26 Bid Evaluation

- As per the GEM bidding document and detailed in the RFP.
- Evaluation criteria proposed to be adopted will be Least Cost Based System (LCBS) as per terms of RFP.
- In the reverse auction, the bidder will be required to quote only total cost as mentioned in the commercial bid format. The price quoted should be inclusive of all charges and taxes. The bidder who quotes lowest amount will be identified as successful bidder. The successful bidder has to submit price break up as per commercial bid format within one (1) day, post completion of reverse auction directly to Bank duly signed by the authorized signatory. The unit price for each line item should be comparable to prevailing market rates.

3.27 Modification and Withdrawal

- Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.
- The Bidders are advised to submit the Bids only after the Pre-Bid Meeting as the Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be allowed to be modified after the deadline for submission of Bids. No Bidder shall be allowed to withdraw the Bid if Bidder happens to be successful Bidder.
- APGB has the right to reject any or all Bids received without assigning any reason whatsoever. APGB shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

3.28 Revelation of Prices

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the financial bid. Failure to do so will make the bid liable to be rejected.

3.29 Terms and Conditions of the bidders

The bidders are not required to impose their own terms and conditions to the Bid and if submitted will not be considered as forming part of their Bids. The Bidders are advised to clearly specify the deviations as per **Annexure C**, in case terms and conditions of the contract applicable to this RFP are not acceptable to them. The Bidders should also describe clearly in what respect and up to what extent the equipment and services being offered differ/ deviate from the specifications laid down in the specifications and requirements. The Bank reserves the right to accept or reject the proposed deviations.



3.30 Local conditions

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

3.31 Contacting APGB or putting outside influence

Bidders are forbidden to contact APGB or its Vendors on any matter relating to this Bid from the time of submission of financial bid to the time the contract is awarded. Any effort on the part of the Bidder to influence Bid evaluation process, or contract award decision may result in the rejection of the Bid.

3.32 Proposal Content

The Bidders' proposals are central to the evaluation and selection process. Therefore, it is important that the Bidders carefully prepare the proposal. The quality of the Bidder's proposal will be viewed as an indicator of the Bidder's capability to provide the solution and Bidder's interest in the project.

3.33 Banned or Delisted Supplier:

Bidders have to give a declaration that they have not been banned or delisted by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries. If a Bidder has been banned by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries, this fact must be clearly stated. If this declaration is not given, the Bid will be rejected as non-responsive. This declaration will be submitted along with the Technical Bid

3.34 Compliance with Laws

(a)The Vendor/Bidder shall undertake to observe, adhere to, abide by, comply with and notify APGB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep APGB indemnified, hold harmless, defend and protect APGB and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

(b)The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law,



Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate APGB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and APGB shall give notice of any such claim or demand of liability within reasonable time to the Vendor.

(c) In case APGB undergoes a merger, amalgamation, takeover, 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 under this contract.

3.35 Intellectual Property Rights

The Bidder warrants that in the event of its selection as the Vendor: -

(a) The Inputs to be provided by it shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

(b) It further 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.

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

(d) In addition, the clause is applicable to but not limited to items listed at clause 4.1.



3.36 False / Incomplete statement:

Any statement/declaration made by the Bidder, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender/Bid process or in the event of his Bid/tender having been accepted, at any stage of the contract, shall render his/their Bid(s)/tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:

1.1. If such statement is found at the tender stage, his total earnest money/EMD shall be forfeited, and tender/Bid will be summarily rejected.

1.2. In case such a statement is found at the contract stage, APGB may take at its discretion appropriate action as provided in the RFP for termination of the contract including invocation of the PBG.

3.37 Restriction on procurement from a Bidder of a country, which shares a land border with India:

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

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs (MEA).

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

Definitions pertaining to “Restriction of Bidders from Countries sharing Land Borders with India” Clause Bidder” (including the term 'tenderer', 'consultant' 'vendor' or 'service



provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

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

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

"Beneficial owner" will be as under:

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

Explanation

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or share-holders' agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen



percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

4. Scope of Work:

APGB wishes to purchase Subscriptions of Manage Engine End point central (Enterprise Edition) for a period of three years as detailed in the statement of work.

The Successful Bidder will be responsible for supply, installation, and activation of Manage Engine licenses. The Bank, if required, may place orders for additional subscriptions as per any future requirement, up to 1 year of issuance of initial purchase order (PO), at the quoted price.

General Scope of Work

S.No	Item Description(Manage Engine End Point)	Quantity
1	Single user license - End Points	100
2	Single user license - Servers	200
3	Additional Technician/User License	1
4	One-Time Online training and Implementation Assistance	Minimum 20 hours

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

1. The selected vendor has to supply the licenses as per Bill of Material for a period of 3 years
2. The bidder must provide technical support on 7 days X 24 Hrs basis.
3. The bidder must provide onsite technical engineer support for any critical issue reported by the Bank within 24 Hrs.
4. The bidder must provide onsite technical support Andhra Pradesh Grameena Bank, Head Office within 24 Hrs. of call log through email/telephone.
5. The bidder must co-ordinate with OEM for ticket raising, software version upgradation, reinstallation/migration/configuration of applications as per the request.
6. The successful bidder needs to execute Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) with the Bank. The successful bidder needs to bear stamp duty cost as applicable.



Quoted price should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the bank in case of need.

The online training should be provided on the following tasks:

- 1) Network & System Monitoring
- 2) Incident Management
- 3) Reporting
- 4) Compliance & Documentation
- 5) Network & System Administration
- 6) Patch & Endpoint Management
- 7) User & Access Management
- 8) Configuration & Asset Management
- 9) Backup & Recovery
- 10) Performance Monitoring & Optimization
- 11) Incident & Problem Management
- 12) Compliance & Documentation

5. Regulatory / Compliance Requirements:

- Vendor shall adopt best OEM practices for smooth deployment.
- Bank also carries out VAPT on solutions hosted at DC/DR on an ongoing basis. During the period of contract, vendor will extend support during the Audit and closure of audit observations, if any.

6. Documentation

As part of deliverables, successful bidder shall prepare following documents:

- a. Project Documentation and SOP Document for operating all the solution components.
- b. User Manual and Training material.

7. Audit Requirements

Bank is subjected to various audits [internal / statutory / RBI etc.]. In the event of any observation by the audit regarding security, access etc., the same will be intimated to the Bidder. The Vendor to carry out the changes for enabling Bank to comply on the same, if required. No additional cost would be paid by Bank.



Note:

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which selected vendor will be responsible. The Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary or appropriate by APGB for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

8. Service Level and Penalty clause.

- The Bank shall have the right to inspect and test the solution to confirm their conformity to the technical specifications, in which the bidder will have to provide necessary support.
- Penalty will be charged as 0.5% cost of project for each day delay after two weeks, with a maximum of 5% of total cost.

9. Project Implementation Schedule

The Vendor shall be required to deliver and implement the solution as per following timelines, failing which penalty/LD (Liquidated Damages) as applicable shall be levied:

Stage	Schedule of Delivery	Timelines
1	ManageEngine Endpoint Central Enterprise Edition licenses as per scope of work. (Supply, installation and Commissioning)	Within 2 weeks from the date of work order.

The supply, installation and Commissioning of Subscriptions is under the scope of this RFP.

10. Evaluation System:

- Bidders meeting Minimum Eligibility criteria (MEC) as laid down in this RFP will only be marked eligible/qualified on Gem portal. Only valid bids will be considered for this evaluation.
- Evaluation criteria will be adopted based on Least Cost System i.e., Lowest Financial Bid.



c) Please note that at any point if the solution proposed is found to be inadequate or not in lines with Bank's requirement listed in this RFP, Bid will be considered ineligible and will be deemed rejected.

11. Minimum Eligibility Criteria

Proposals not complying with minimum eligibility criteria will be rejected and will not be considered for evaluation of technical bid. The proposal should adhere to the minimum eligibility criteria mentioned at **Annexure D** as follows

S. No.	Eligibility Criteria	Supporting Documents
1	<p>The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 5 years from the date of issuance of RFP.</p> <p>Relaxation only for MSE/ Start-up: GOI Extent Guidelines Relevant for start-ups/MSE will be applicable</p>	<p>Copy of the Partnership deed / Bye Law / Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association.</p>
2	<p>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.</p>	<p>The bidder should submit letter of confirmation on the Company's letterhead to this effect.</p>
3	<p>The bidder should provide confirmation that any person/ Partnership/ LLP/ Company including any subsidiary or holding company/ proprietorship connected to bidder directly or indirectly has not participated in the bid process.</p>	<p>The bidder should submit letter of confirmation on the Company's letterhead to this effect.</p>
4	<p>In the last three years as on the bid published date, the Bidder should have provided at least one similar projects (a min of 300 end points/serves licenses) to any Central/State Govt Organization / PSU /PSB/ RRB's /Private banks/Regulatory agencies in India.</p> <p>Relaxation only for MSE/ Start-up:</p> <p>In the last three years as on the bid published date, the Bidder should have provided at least one similar project (a min of 150 end points/serves licenses) to any Central/State Govt Organization / PSU /PSB/ RRB's /Private banks/Regulatory agencies in India.</p>	<p>The bidder has to provide relevant purchase order/ work order / engagement letter along with satisfactory project completion certificate/ Reference letter from the Concerned Organization.</p>



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5	<p>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.</p> <p>Relaxation only for MSE/ Start-up:</p> <p>GOI Extent Guidelines Relevant for start-ups/MSE will be applicable</p>	<p>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.</p>
6	<p>The net worth of bidder firm should not be negative on 31/03/2025 and also should not have eroded by more than 30% (thirty percent) in the last three financial years (2022-23, 2023-24 & 2024-25), ending on 31/03/2025.</p>	<p>Copy of audited financial statements/certificate from CA with Net worth details of three financial years need to be submitted</p>
7	<p>(i) The name of the bidder or its promoter/partner etc. should not be in the defaulter/barred/caution list published/ displayed at web sites of public/ autonomous bodies such as RBI/ IBA/ ECGC/SEBI/IRDAI/ICAI, etc.</p> <p>(ii) The bidder should not have been blacklisted nor have been technically disqualified on the grounds of non-performance of contract, by any Government Department / Statutory Body / Regulatory Agency / Public Sector Undertaking / Public Sector Bank / Financial Institution in India. In last 3 years as on bid submission date.</p> <p>(iii) The bidder should also not be involved in any litigation / arbitration proceeding.</p> <p>(iv) The bidders or their promoters/ directors/ partners or sister / group concerns should not be involved in any legal case that may affect the bidder's solvency / existence or in any other way affect the bidder's capability to provide / continue the services to the Bank.</p> <p>(v) The bidder or its sister concern should not have been involved in any unlawful activity as per the laws of the land.</p>	<p>The bidder should submit self-declaration on the Company's letter head to this effect.</p>
8	<p>Authorization Certificate - Whether the Bid is authenticated by authorized person.</p>	<p>Bidder to submit a copy of the Board Resolution/ Notarized Power of attorney /Letter of authority if authority is sub delegated as mentioned in Board Resolution and KYC documents evidencing the authority</p>



		delegated to the authorized signatory.
9	<p>Any bidder (including OEM and OSD, 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 Competent Authority. Bidder (entity) from a country which shares a land border with India means:</p> <ol style="list-style-type: none">An entity incorporated, established or registered in such a country; orA subsidiary of an entity incorporated, established or registered in such a country; orAn entity substantially controlled through entities incorporated, established or registered in such a country; orAn entity whose beneficial owner is situated in such a country; orAn Indian (or other) agent of such an entity; orA natural person who is a citizen of such a country; orA consortium or joint venture where any member of the consortium or joint venture falls under any of the above.	<p>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 a country or if from such a country, has been registered with Competent Authority. We hereby certify that we and our OEM fulfils 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>
10	Bidder should have valid ISO 9001:2015 certificate	Bidder should provide valid ISO certificate.
11	<p>The bidder should be authorized partner of OEM and should be having back-to-back support of Original Equipment Manufacturers (OEM) for the equipment/item included in the proposed solution.</p> <p>The back-to-back Support agreement with OEM should include the activities such as Technical Assistance support, Software upgradation support.</p>	The proof in support of the same - Manufacturer's Authorization Form (MAF) from OEM must be enclosed along with the pre-qualification bid.

Note: Bidder to submit supporting documents for each requirement.

12. Commercial Terms and Conditions

Bidders are requested to note following commercial terms and conditions for this RFP.

13. Price

- The Price quoted by the Bidder should include all type of costs.
- Bank can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can be increased up to 50



percent. Bidders are bound to accept the revised quantity or duration with same price. For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider.

- c) The price should be inclusive of all charges/taxes (except applicable GST/statutory tax), duties, levies charges, transportation, insurance, as per financial bid.
- d) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- e) For any future requirement, order will be placed at the contracted rate as mentioned in the financial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at discretion of the Bank.

14. Payment Terms

Any payment will be released only after submission of PBG & post-signing of applicable agreements (SLA, NDA) as per the following payment terms.

The payments shall be released subject to submission of PBG and invoice as per section 3.12 (Performance Guarantee) of this RFP.

Payment terms are as follows:

1. The subscription of licenses payment will be released **yearly** in advance within 30 days following the delivery of the licenses in the name of Andhra Pradesh Grameena Bank and submission of proof of entitlement along with the invoice.
2. Training and implementation cost if any will be made within 30 days of submission of invoice after successful completion of implementation and training.
3. The taxes will be paid as per actual statutory rates prevalent at the time of service been provided to the Bank.
4. The payment towards future requirements, if any, will be made on completion of assignment/s and subject to the satisfaction of the Bank.
5. Any additional requirement will be invoiced based on financial terms of RFP. Bidder will invoice only after taking approval from the Bank.
6. All the payments will be made by APGB electronically through RTGS/ NEFT. Hence, Bidder to submit ECS Mandate Form (as per Annexure I) along with cancelled cheque in original with Minimum Eligibility bid.
7. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
8. All payments will be released within 4 weeks of receiving the undisputed invoice along with credit note/invoice, if applicable.
10. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.



11. In future, Bank may change its infrastructure, any requisite re-installation/ re-configuration of proposed solution will be done by the implementing vendor as per future requirement. No additional cost will be paid by the Bank for such support during the contract period. Bank will extend coordination for such re-installations/ reconfiguration.
12. Any delay in providing support and delivery may lead to levy of penalty or cancellation of contract as per the Penalty Clause defined in RFP.

14. Payment in case of Termination of contract:

Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other applicable taxes.

15. General Terms and Conditions

- a) The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.
- b) All such amendments made by APGB to the RFP shall become part and parcel of the RFP and same will be notified on GEM portal. The Bidders are required to have a watch on GEM portal for any such amendment.
- c) Bidders must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidders are requested to get any issue clarified by APGB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. APGB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.
- d) APGB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- e) APGB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. APGB reserves the right to make any changes in the terms and conditions of contract. APGB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. APGB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of APGB in this regard is final and no further correspondence in this regard will be entertained.



- f) Although service window has been defined as 10.00am to 6.00pm, the selected Bidder must provide services beyond the above time in case of urgent requirement of APGB without any extra cost.
- g) Notwithstanding anything to the contrary contained in the contract, APGB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- h) On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by APGB, if not forfeited due to any reason as provided herein, after a period of 2 months after completion/execution of the assignments/contract.
- i) APGB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of APGB, the information furnished is incomplete or the Bidder does not qualify for the contract.
- j) The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.
- k) The Commercial and Technical Bids will have to be signed on all pages of the Bid by the authorized signatory.
- l) Unsigned Bids would be treated as incomplete and would be rejected.
- m) By submitting proposal/bid, the Bidder agrees to promptly execute contract with APGB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with APGB, will relieve APGB of any obligation to the Bidder, and a different Bidder may be selected.
- n) Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.
- o) All expenses related to execution of the agreements including costs of stamp paper, stamp duty to be borne by the selected vendor.

16. Termination Clause

APGB reserves its right to terminate the contract partially or fully in the event of one or more of the following situations:

- a) Bidder fails to perform any other obligation(s) under the contract.



- b) Any threat is perceived or observed on the security of bank's data / property out of any action by the staff deployed for monitoring / configuration etc., by Vendor.
- c) However, either party, in the case of termination, will give one month notice to the other party.
- d) The Bank, at its discretion, may terminate the contract by giving written notice to the bidder if the bidder fails to perform satisfactorily elapsing 4 weeks from the date of work order, due to any reason apart from related to Bank as mutually agreed.
- e) The Bank may, at any time terminate the contract by giving written notice to the Service provide if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

17. Acceptance of Work Order /Letter of Award

APGB will notify the successful Bidder in writing by issuing a letter of award/work order in duplicate/GEM contract. The successful Bidder has to return the duplicate copy/confirm acceptance to APGB within 7 working days from the date of the letter of award/work order duly accepted and signed by Authorized Signatory in token of acceptance. However, APGB has a right to cancel the letter of award/ work order, if the same is not accepted within the stipulated period.

18. Definitive Agreement

The successful Bidder will sign Service Level Agreement (SLA) substantially in the format as provided in **Annexure M** and the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure N** with APGB within 15 days of the letter of award (LoA)/work order or within such extended period as may be decided by APGB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement/s as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract, and non-disclosure agreement, should be submitted.

19. Taxes

Only GST/applicable taxes will be paid by APGB on actual basis as per statutory rates prevalent during the period of service provided. All other taxes as applicable will be borne by the Bidder. APGB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Vendor.



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20. Use of Contract Documents and Information

The Vendor shall not, without APGB's prior written consent, make use of any document or information provided by APGB in Bid document or otherwise except for purposes of performing the contract.

21. Assignment

The Vendor shall not assign/sub-contract, in whole or in part, its obligations to perform under the contract, except with APGB's prior written consent.

Annexures



Annexure - 'A' (Bidder Information)

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

Sub: Request for Proposal (RFP) for Procurement of ManageEngine Endpoint Central Enterprise Edition licenses on a subscription basis for a period of three years towards implementation of security controls at the Data Centre (DC) and Disaster Recovery (DR) locations

GeM Bid Ref: GEM/2026/B/7621715 dated:04-06-2026

Sl. No.	Particulars	Details	
a)	Name of the Bidder Firm/Company		
b)	Constitution (Ltd. / Pvt. Ltd/Firm etc.)		
c)	Date of Incorporation and / or Commencement of business with supporting documents		
d)	Certificate of Incorporation (CIN)		
e)	Whether registered as MSE for the item under the GeM Bid? (Proof of registration as MSE for the item under the GeM Bid)		
f)	Whether recognized as a Start-up 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 Start-up guidelines)		
g)	Address of Corporate Office		
h)	Address of the Registered Office		
i)	Particulars of the Primary Contact Person (Authorized Signatory of the Bidder)	Name	
		Designation	
		Address for Correspondence	
		Phone Number (Landline)	
		Mobile Number	
		Email address	
j)	Name		



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

Date:

Signature with seal

Name:

Designation:



Annexure 'B' - (Bidder Experience Details)

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

Sub: Request for Proposal (RFP) for Procurement of ManageEngine Endpoint Central Enterprise Edition licenses on a subscription basis for a period of three years towards implementation of security controls at the Data Centre (DC) and Disaster Recovery (DR) locations

GeM Bid Ref: GEM/2026/B/7621715 dated:04-06-2026

S.No	Details	Details to be furnished by the bidder
1.	Bidder's experience in Supply & Installation/Support/ Renewal of Manage engine licenses and module Experience in India	
2.	No. of Manage engine licenses and module related Projects implemented by the bidder during last five years in India (give details)	
3.	Availability of centralized help desk	Yes / No
4.	Number of own support centers of the Vendor in India	
5.	Address of the Support Centre at DC, Hyderabad, DC, Chennai with Contact Details	
6.	Details of Reference Client Sites	
7.	Reference site 1	
8.	Reference site 2	
9.	List of own support centers across the country.	(Please submit full list of support centers with addresses separately for own centers with details of contact person, contact numbers and email IDs)
10.	Names of the Manage engine licenses and module projects currently implemented/ managed (mention the names of the companies with location of their Head Office)	1. 2. 3.
12.	Name of the Bank / large financial Institutions/Government Organization/PSU where implementation of Manage Engine Licenses and Module was carried out.	1. 2. 3.

Authorized signatories (Name & Designation, seal of the company)

Date:



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Annexure 'C'- (Compliance Statement Declaration Along with Deviations)

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

Sub: Request for Proposal (RFP) for Procurement of ManageEngine Endpoint Central Enterprise Edition licenses on a subscription basis for a period of three years towards implementation of security controls at the Data Centre (DC) and Disaster Recovery (DR) locations

GeM Bid Ref: GEM/2026/B/7621715 dated:04-06-2026

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. with below deviations.

[Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/ suggestion/ deviation that you propose as shown below. Bank may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by Bank will not entitle the bidder to submit a revised financial bid.]

S.N.	Page Number	Section Number	Clause as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4				
5				

Authorized Signatories

(Name & Designation, seal of the company)

Date:



Annexure 'D' - (Minimum Eligibility Criteria)

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

Sub: Request for Proposal (RFP) for Procurement of ManageEngine Endpoint Central Enterprise Edition licenses on a subscription basis for a period of three years towards implementation of security controls at the Data Centre (DC) and Disaster Recovery (DR) locations

GeM Bid Ref: GEM/2026/B/7621715 dated:04-06-2026

Following format to be filled by the Bidder and must submitted in Technical Bid along with requisite documentary proof.

Bidders will submit index page of the supporting documents while submitting response.

S. No.	Eligibility Criteria	Supporting Documents	Bidder's Response along with details of supporting documents
1	<p>The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 5 years from the date of issuance of RFP.</p> <p>Relaxation only for MSE/ Start-up: GOI Extent Guidelines Relevant for start-ups/MSE will be applicable</p>	<p>Copy of the Partnership deed / Bye Law / Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association.</p>	
2	<p>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.</p>	<p>The bidder should submit letter of confirmation on the Company's letterhead to this effect.</p>	
3	<p>The bidder should provide confirmation that any person/ Partnership/ LLP/ Company including any subsidiary or holding company/ proprietorship connected to bidder directly or indirectly has not participated in the bid process.</p>	<p>The bidder should submit letter of confirmation on the Company's letterhead to this effect.</p>	



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4	<p>In the last three years as on the bid published date, the Bidder should have provided at least one similar project (a min of 300 end points/serves licenses) to any Central/State Govt Organization / PSU /PSB/ RRB's /Private banks/Regulatory agencies in India.</p> <p>Relaxation only for MSE/ Start-up:</p> <p>In the last three years as on the bid published date, the Bidder should have provided at least one similar project (a min of 150 end points/serves licenses) to any Central/State Govt Organization / PSU /PSB/ RRB's /Private banks/Regulatory agencies in India.</p>	<p>The bidder has to provide relevant purchase order/ work order / engagement letter along with satisfactory project completion certificate/ Reference letter from the Concerned Organization.</p>	
5	<p>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.</p> <p>Relaxation only for MSE/ Start-up:</p> <p>GOI Extent Guidelines Relevant for start-ups/MSE will be applicable</p>	<p>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.</p>	
6	<p>The net worth of bidder firm should not be negative on 31/03/2025 and also should not have eroded by more than 30% (thirty percent) in the last three financial years (2022-23, 2023-24 & 2024-25), ending on 31/03/2025.</p>	<p>Copy of audited financial statements/certificate from CA with Net worth details of three financial years need to be submitted</p>	
7	<p>(iv) The name of the bidder or its promoter/partner etc. should not be in the defaulter/barred/caution list published/ displayed at web sites of public/ autonomous bodies such as RBI/ IBA/ ECGC/SEBI/IRDAI/ICAI, etc.</p> <p>(v) The bidder should not have been blacklisted nor have been technically disqualified on the grounds of non-performance of contract, by any Government Department / Statutory Body / Regulatory Agency / Public Sector Undertaking / Public Sector Bank / Financial Institution in India. In last 3 years as on bid submission date.</p>	<p>The bidder should submit self-declaration on the Company's letter head to this effect.</p>	



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	<p>(vi) The bidder should also not be involved in any litigation / arbitration proceeding.</p> <p>(vi) The bidders or their promoters/ directors/ partners or sister / group concerns should not be involved in any legal case that may affect the bidder's solvency / existence or in any other way affect the bidder's capability to provide / continue the services to the Bank.</p> <p>(vii) The bidder or its sister concern should not have been involved in any unlawful activity as per the laws of the land.</p>		
8	Authorization Certificate - Whether the Bid is authenticated by authorized person.	Bidder to submit a copy of the Board Resolution/ 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.	
9	<p>Any bidder (including OEM and OSD, 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 Competent Authority.</p> <p>Bidder (entity) from a country which shares a land border with India means:</p> <p>h. An entity incorporated, established or registered in such a country; or</p> <p>i. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>j. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>k. An entity whose beneficial owner is situated in such a country; or</p> <p>l. An Indian (or other) agent of such an entity; or</p> <p>m. A natural person who is a citizen of such a country; or</p> <p>n. A consortium or joint venture where any member of the consortium or joint</p>	<p>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 a country or if from such a country, has been registered with Competent Authority. We hereby certify that we and our OEM fulfils 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>	



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	venture falls under any of the above.		
10	Bidder should have valid ISO 9001:2015 certificate	Bidder should provide valid ISO certificate.	
11	<p>The bidder should be authorized partner of OEM and should be having back-to-back support of Original Equipment Manufacturers (OEM) for the equipment/item included in the proposed solution.</p> <p>The back-to-back Support agreement with OEM should include the activities such as Technical Assistance support, Software upgradation support.</p>	The proof in support of the same - Manufacturer's Authorization Form (MAF) from OEM must be enclosed along with the pre-qualification bid.	

Note:

- Bidder response should be complete along with the evidence; Yes/No, answer is not acceptable.
- Documentary evidence must be furnished against each of the above criteria. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.
- Authorized signatory to furnish all the Information/documents.



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Annexure 'E'- (Manufacturer Authorization Format)

[To be submitted for respective Infrastructure Item]

To

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

Sub: Request for Proposal (RFP) for Procurement of ManageEngine Endpoint Central Enterprise Edition licenses on a subscription basis for a period of three years towards implementation of security controls at the Data Centre (DC) and Disaster Recovery (DR) locations

GeM Bid Ref: GEM/2026/B/7621715 dated:04-06-2026

We <OEM Name> having our registered office at <OEM Address> are the manufacturer of “.....” do hereby authorize M/s (Name and address of the Partner) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates / upgrades. The cost quoted by the bidder includes back-to-back OEM support charges for the entire period of contract or till the services are renewed with OEM whichever is later.

We also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by M/s for all the products quoted for and supplied to the bank during the contract period.

We also undertake that in case of failure in implementation of the solution as per scope mentioned in the RFP by the <Bidder Name>, we will take ownership to implement the same either ourselves or through our other authorized partner as per scope of the RFP.

The cost quoted by M/s is inclusive of back-to-back support from OEM.....

<OEM Name>

Authorized Signatory Name

Designation

Note: This letter of authority should be on the letterhead of the OEM and should be signed by the authorized person.



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Annexure 'F'- (Financial bid Covering Letter)

Date:

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

Dear Sir,

Financial bid –:Proposal (RFP) for Procurement of ManageEngine Endpoint Central Enterprise Edition licenses on a subscription basis for a period of three years towards implementation of security controls at the Data Centre (DC) and Disaster Recovery (DR) locations

GeM Bid Ref: GEM/2026/B/7621715 dated:04-06-2026

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal **GeM Bid Ref: GEM/2026/B/7621715 dated:04-06-2026**, and our Proposal (Technical and Financial Proposals). The Total fee is inclusive of all taxes, duties, charges, and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

Our financial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal, i.e., **[Insert date]**.

Yours faithfully,

For

Signature

Name Address

(Authorized Signatory)



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Annexure 'G'- (Financial bid Format)

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

Sub: Request for Proposal (RFP) for Procurement of ManageEngine Endpoint Central Enterprise Edition licenses on a subscription basis for a period of three years towards implementation of security controls at the Data Centre (DC) and Disaster Recovery (DR) locations

GeM Bid Ref: GEM/2026/B/7621715 dated:04-06-2026

The structure of the Bidder's financial response to this tender must be as per following order. The Financial bid Response must be submitted with financial bid covering letter, format of which is given at the end this section.

Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- Financial bids will be opened only for technically qualified bidders.
- Masked financial bids must be given with technical Bid. Authorized signatory must sign all the pages of financial bids.
- All the quoted costs must include all applicable taxes, charges, and other levies.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the financial bid. Failure to do so will make the Bid liable to be rejected.
- 50% of additional quantity required by the bank should be provided with the same price during contract period.

Authorized Signatories

(Name & Designation, seal of the company)

Date:



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Total Solution Cost:

(in Rupess)

S no.	Item Description (Manage Engine End Point central Enterprise)	Subscription cost per unit (Excl. of GST)			Subscription license Cost per unit for 3 years (D= A+B+C)	Qty (E)	Total price(Excl. of GST) for 3 years (F=D*E)	
		1 st Year (A)	2 nd year (B)	3 rd year (C)				
1	Annual Subscription Fee for single user license-End points					100		
2	Annual Subscription Fee for single user license - servers					200		
3	Additional Technician/User License					1		
4	One-Time Online training and Implementation Assistance for min of 20 hours							
5	Total Price for 3 Years (Excl. of GST)							
6	GST @ 18%							
7	TCO for this project for 3 years							

Note:

- column no.7 TCO for this project for 3 years shall be used for L1 evaluation.
- Bidders to quote the TCO for this project for 3 years including GST on GEM portal for further evaluation.
- The price quoted by bidders on the GeM portal must match the price provided in the financial bid format 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

Final Bidder:

Eligible and qualified bidder with minimum price quote (L1) will be marked as final bidder for this procurement.

Bidders are requested to please make note the following:

- Price for all the components will be considered for evaluation of financial bid.
- Masked financial bids must be given with Minimum Eligibility Criteria, failing which bids shall be liable to be rejected. Masked fields should be mentioned as 'Quoted'. Partial financial bid shall not be accepted.
- The Bank can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration. For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider.
- Conditional financial bids would be rejected.
- The Bank shall release separate purchase orders for additional items, when required.



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- No separate price structure / format will be accepted.

Authorized Signatories

(Name & Designation, seal of the company)

Date:



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Annexure 'H'- (ECS MANDATE)

[To be submitted along with Technical Bid]

FORM FOR PROVIDING DETAILS OF BANK ACCOUNT FOR CREDIT OF PAYMENT FROM ANDHRA PRADESH GRAMEENA BANK

(Please fill in the information in CAPITAL LETTERS)

1. Name of the vendor/supplier _____

2. Address of the vendor/supplier _____

City _____ Pin Code _____

E-mail id _____

Phone /Mobile No. _____

Permanent _____

Account _____

Number _____

(PAN) _____

Service Tax _____

Registration No. _____

TIN No. _____

3. Particulars of Bank Account

A. Name of Account same as in the Bank _____

B. Name of the Bank _____

C. Name of the Branch _____

D. Address of the Branch with Tel No. _____

E. Account No. (appearing in Cheque book) _____

F. Account Type (SB, Current, etc.) _____

G. MICR No. _____

H. IFSC Code of the bank branch(to be obtained from the respective branch)

I/We hereby authorize Andhra Pradesh Grameena Bank to credit payment(s) to my/our above bank account by ECS. #

(#ECS will accept on centers where the facility is available).

I/We hereby declare that the particular given above are correct and complete. If the transaction is delayed or not effected at all by ECS for reasons of incomplete or incorrect information, I/we would not hold Andhra Pradesh Grameena Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RTGS/NEFT.



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I also agree that without prejudice to the generality of the foregoing, in the event Andhra Pradesh Grameena Bank is not able to carry out the ECS instructions given by me, Andhra Pradesh Grameena Bank may make such arrangements for payment as deemed appropriate by it, for effecting the transaction.

Place:

Date:

Authorized Signatory/ies

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

Signature of the Authorized Official of the Bank



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Annexure 'I'- (Letter of Competence Format)

[To be submitted along with Technical Bid]

[To be executed on a non-judicial stamp paper]

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

Sub: Request for Proposal (RFP) for Procurement of ManageEngine Endpoint Central Enterprise Edition licenses on a subscription basis for a period of three years towards implementation of security controls at the Data Centre (DC) and Disaster Recovery (DR) locations

Letter of Competence for Quoting against APGB's RFP No. **GeM Bid Ref: GEM/2026/B/7621715** dated:04-06-2026

This is to certify that we **[Insert name of Bidder]**, Address are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality of service and training provided by us for the purpose will be adequate to meet the requirement and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

Authorized Signatories

(Name & Designation, seal of the company) Date:



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Annexure-J (Turnover, Net Worth and P&L Details)

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

Sub: Request for Proposal (RFP) for Procurement of ManageEngine Endpoint Central Enterprise Edition licenses on a subscription basis for a period of three years towards implementation of security controls at the Data Centre (DC) and Disaster Recovery (DR) locations

GeM Bid Ref: GEM/2026/B/7621715 dated:04-06-2026

(Amount in Rs.)

<i>F Y</i>	<i>Turnover</i>	<i>Net Profit and Loss</i>	<i>Net worth</i>
2024-25			
2023-24			
2022-23			

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:



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Annexure 'K'- (Format of Bank Guarantee)

[To be executed on a non- judicial stamp paper]

Sub: Request for Proposal (RFP) for Procurement of ManageEngine Endpoint Central Enterprise Edition licenses on a subscription basis for a period of three years towards implementation of security controls at the Data Centre (DC) and Disaster Recovery (DR) locations

GeM Bid Ref: GEM/2026/B/7621715 dated:04-06-2026

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

In consideration of the Andhra Pradesh Grameena Bank (hereinafter referred to as "APGB", which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees), having awarded in favour of M/s. _____ having its registered office at _____ (herein after referred to as "the Vendor", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract to provide _____ on terms and conditions set out in the Request for Proposal dated _____ ("the RFP") and the Service Level Agreement dated _____ ("the SLA") (hereinafter the RFP and the SLA are together referred to as "the Contract"), and the Vendor having agreed to provide a performance bank guarantee for the faithful performance of the services as per the terms of the "Contract" including the warranty obligations/liabilities under the contract of equivalent value amounting to _____ (Rupees _____ Only), which is _____ % of the value of the Contract, to APGB in the form of a bank guarantee,

We, _____ (Name) _____ (Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives, and assignees) at the request of the Vendor do hereby irrevocably guarantee for an amount of Rs. _____ (Rupees. _____) (hereinafter referred to as the "Guaranteed Amount") and undertake to pay APGB the Guaranteed Amount merely on demand, without any previous notice from APGB, without any demur or protest and without referring to any other source, any and all monies payable by the Vendor by reason of any breach by the said Vendor of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till _____ (day /month/



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year). Any such demand made by APGB on the Bank shall be conclusive and binding, absolute and unequivocal not withstanding any disputes raised/pending before any court, tribunal, arbitration, or any other authority by and between the Vendor and APGB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to APGB under this bank guarantee is fully paid and claims satisfied or till APGB discharges this bank guarantee. Unless a demand for claim under this bank guarantee is made on the Bank in writing on or before _____, the Bank shall be discharged from all liabilities under this bank guarantee thereafter.

APGB shall have the fullest liberty without affecting in any way the liability of the Bank under this bank guarantee, from time to time, to extend the time of performance by the Vendor. The Bank shall not be released from its liabilities under these presents by any exercise of APGB of the liberty with reference to the matter aforesaid.

APGB shall have the fullest liberty, without affecting this bank guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Vendor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between APGB and the Vendor or any other course or remedy or security available to APGB and the Bank shall not be released of its obligations/ liabilities under these presents by any exercise by APGB of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of APGB or any other indulgence shown by APGB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank guarantee. The Bank further undertakes not to revoke this bank guarantee during its currency without the previous consent of APGB in writing.

The Bank further agrees that the decision of APGB as to the failure on the part of the Vendor to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to APGB hereunder shall be final, conclusive, and binding on the Bank.

The Bank also agrees that APGB shall be entitled at his option to enforce this bank guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or bank guarantee that it may have in relation to the Vendor's liabilities.

This bank guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s).

Notwithstanding anything contained herein:



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- (a) our liability under this bank guarantee shall not exceed Rs. _____
(Rupees _____ in words).
- (b) this bank guarantee shall be valid up to _____; and
- (c) 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 _____.

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated



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Annexure 'M'- (Service Level Agreement)

[To be executed on a non- judicial stamp paper]

Service Level Agreement

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to “the Agreement”) is made on this _____ day of the month of _____, 202_, by and between,

Andhra Pradesh Grameena Bank, having its Head Office at Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh - 522002. (Here in after called “APGB”,) which expression shall include wherever the context so permits, its successors and assigns; AND

, a company registered under the Companies Act, 1956, having its registered office at _____ (hereinafter called the “Vendor”), which expression shall include wherever the context so permits, its successors and permitted assigns.

(Herein after APGB and the Vendor are collectively referred to as “the Parties” and individually as “the Party”)

WHEREAS

- (A) APGB intends to hire the Vendor for _____, as detailed in the Request for Proposal no. _____ on _____ (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the “RFP.
- (B) The Vendor has been selected through open tendering process by way of floating the RFP by APGB followed by evaluation of Technical & Financial bids of the Bidders and accordingly the Purchase Order Ref no. _____ dated _____ has been issued by APGB to the Vendor;
- (C) The Vendor has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- (D) In terms of the RFP, APGB and the Vendor have agreed to enter into this definitive Service Level Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this



Agreement have the following meanings:

- “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- “Contract” or “this Contract” means and shall construe this Agreement.
- “Deliverables” means and includes the major deliverables as specified in Clause_____of the RFP.
- “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof.
- “Personnel” means persons hired/to be hired by the vendor as employees and assigned to the performance of the Services or any part thereof.
- “Project” means collectively the Services and the Deliverables to be provided as detailed in the RFP.
- “Services” or “Scope of Work” means and includes the scope of work to be performed by the Consultant/vendor as described/set out in Clause _____of the RFP.
- “Third Party” means any person or entity other than APGB and the vendor.

1.2 Principles of Interpretation

- In this Agreement, unless the context otherwise requires:
- All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP.
- Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings.
- The RFP, the LoA and the NDA along with the Appendices/ Attachments hereto, shall form part of this Agreement and shall be read together for all-purpose and effect.
- In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of APGB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the vendor.

1.3. Purpose

1.3.1. It is hereby agreed that the vendor shall provide the Services to APGB as set out in the RFP till the completion of the Project. The objective of the Project is to make_____.

1.3.2 .Performance of the Scope of Work

The vendor shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed timelines in terms of the RFP and the entire assignment shall be completed within the Term of this



Contract.

1.3.3. Term/Period of Contract

The entire assignment as detailed in the Scope of Work under this Contract shall be completed within a period of _____ (“Term”) starting from _____ by the vendor unless the period is extended in accordance with this Agreement.

1.3.4. Contract Price

The entire assignment to be performed under this Contract is fixed price contract and the vendor shall be paid the total price consideration of Rs. _____ (Rupees _____) (“Contract Price”) for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by APGB as per the payment terms agreed at Clause 4.2 of this Agreement.

1.4 Relation between the Parties

The Contract shall be on a principal-to-principal basis and nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between APGB and the vendor. The vendor, subject to this Agreement, has complete charge of personnel to be engaged by the vendor for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also for the quality of the work done by their personnel.

1.5 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.6 Headings

The headings shall not limit, alter, or affect the meaning of this Contract.

1.7 Notices

1.7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered at the following address:



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For APGB:
Attention: _____
For the vendor:
Attention: _____

1.7.2 Notice will be deemed effective as follows.

(a) In the case of personal delivery or registered mail, on delivery.

1.7.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.8 Location

The Services shall be performed at Hyderabad, Chennai or at such location required/ approved by APGB.

1.9 Authority of vendor

The vendor hereby authorizes _____ to act on their behalf in exercising the entire vendor rights and obligations towards APGB under this Contract, including without limitation for signing letters/communications, execution of agreements, for receiving instructions and payments from APGB.

1.10 Taxes and Duties

The vendor and their personnel shall pay the taxes (excluding GST), duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the tenure of this Agreement and APGB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the vendor.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

This Agreement deemed to have taken effect from the date of acceptance of the letter of award (LoA) by the vendor i.e. w.e.f. _____.

2.2. Commencement of Services

The vendor shall begin carrying out the Services immediately viz. from the date of acceptance of LoA, or on such date as the Parties may agree in writing.

2.3. Expiration of Contract



Unless terminated earlier pursuant to Clause-2.8 hereof, this Contract shall expire on the expiry of the Term as stated on Clause 1.3.3 herein unless the Term is extended in accordance with the Clause 2.6.4.

2.4. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6. Force Majeure

2.6.1. Definition

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term “Force Majeure” as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood and Acts and Regulations of respective government of the two Parties directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other Party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, APGB shall have the option of canceling this Contract in whole or part at its discretion without any liability on its part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

2.6.2. No Breach of Contract



The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3. Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.5. Consultation

Not later than thirty (30) days after the Party, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7. Suspension

APGB may, by written notice of suspension to the vendor, suspend all payments to the vendor hereunder if APGB is not satisfied with the performance of the vendor or if the vendor fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the vendor to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the vendor of such notice of suspension and shall invoke contract performance guarantee.



2.8. Termination

2.8.1. By APGB

APGB may by not less than fifteen (15) calendar days written notice of termination to the vendor, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

- (a) If the vendor fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in- above, within thirty (30) days of receipt of such notice of suspension or within such further period as **APGB** may have subsequently approved in writing.
- (b) If the vendor becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary.
- (c) If the vendor fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof.
- (d) If the vendor submits to **APGB** a statement which has a material effect on the rights, obligations or interests of **APGB** and which the vendor knows to be false.
- (e) If, as a result of Force Majeure, the vendor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) In the event it comes to the notice of **APGB** that any of the representations and/or warranties made by the vendor either in the Bid Documents or in the subsequent correspondences are found to be false and/or the vendor /its personnel are found to be involved in any fraudulent or criminal act.
- (g) If **APGB**, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause- 2.8.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,



- (b) The obligation of confidentiality set forth in Clause-3.7 hereof,
- (c) Any right which a Party may have under the Applicable Law.

2.8.3. Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the vendor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.4. Payment in case of termination of contract

Subject to the terms of the RFP, in case the Contract is terminated, payment towards services will be made on pro rata basis, for the services already delivered, after deducting applicable penalty and TDS/other applicable taxes.

3. OBLIGATIONS OF THE vendor

3.1. Standard of Performance

The vendor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, technical and engineering practices, and employ appropriate advanced technology, safe and effective equipment, machinery, materials and methods. The vendor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to **APGB**, and shall at all times support and safeguard **APGB's** legitimate interests in any dealings with third parties.

3.2. Compliance with Laws

The vendor shall perform the assignment in accordance with the Applicable Law including the regulatory framework governing the same and shall take all practicable steps to ensure that the Personnel/ sub-contractor of the vendor comply with the Applicable Law.

3.3. Conflict of Interest

The vendor shall hold **APGB's** interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.



3.4. Vendor Not to Benefit from Commissions/Discounts etc.

The payment of the vendor by APGB shall constitute the vendor's only payment in connection with this Contract or the Services, and the vendor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the vendor shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

3.5. Vendor and Affiliates not to be otherwise interested in /benefited from the Project

The vendor agrees that, during the term of this Contract and after its termination, the vendor shall not create any work/ opportunity for itself and for any of its affiliates from this Project/ assignment and/or derive any financial benefits directly or otherwise, other than what is agreed to be paid as professional fee as mentioned at Clause 4.2 for this assignment.

3.6. Prohibition of Conflicting Activities

The vendor and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The vendor and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Project subsequently.

3.7. Confidentiality

The vendor and its Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or APGB's business or operations without the prior written consent of APGB.

A separate non-disclosure cum confidentiality agreement ("NDA") will be signed between the vendor and APGB, if required.

3.8. Insurance to be taken out by the vendor.

The vendor shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment, comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the vendor or their staff on the assignment.



3.9. Liability of the vendor

The vendor shall be liable to **APGB** for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by **APGB** as a result of a default of the vendor in such performance, subject to the following limitations:

- (a) The vendor shall not be liable for any damage or injury caused by or arising out of any act, neglect, default or omission of any persons other than the vendor and its Personnel; and
- (b) The vendor shall not be liable for any loss or damage caused by or arising out of circumstances over which the vendor had no control.

3.10. Indemnification of APGB by the vendor

The vendor shall indemnify **APGB** and shall always keep **APGB**, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by **APGB** or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the vendor or its personnel; and/or (ii) any negligence or gross misconduct attributable to the vendor or its personnel; and/or (iii) any claim made by employees who are deployed by the vendor against **APGB**; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the vendor to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.

3.11. Limitation of Liability

- (i) The vendor's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to ____ times of the total contract value.
- (ii) The vendor's liability in case of claims against **APGB** resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the vendor shall be actual and unlimited.
- (iii) Under no circumstances, **APGB** shall be liable to the vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.



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3.12. Vendor's Actions Requiring Owner's Prior Approval

The vendor shall not enter into a sub-contract for the performance of any part of the Services, without the prior approval of **APGB** in writing. However, the vendor can hire the services of Personnel to carry out any part of the services. The vendor shall remain fully liable for the performance of the services by its personnel/ sub-contractors, as well as the risk management practices of the sub-contractors, pursuant to this Contract.

3.13. Reporting Obligations

The vendor shall submit to **APGB** the reports and documents within the timelines set forth in the Offer Letter, including any supporting data required by **APGB**.

3.14. Documents prepared by the vendor to be the Property of APGB:

All software, algorithms, reports, and other documents prepared/developed by the vendor in performing the Services shall become and remain the property of **APGB**, and the vendor shall, not later than upon termination or expiration of this Contract, deliver all such documents to **APGB**, together with a detailed inventory thereof. The vendor may retain a copy of such documents and shall not use them for purposes unrelated to this Contract without the prior written approval of **APGB**.

3.15. Vendor's Personnel

The vendor shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence as stipulated under the RFP and are in all respects acceptable to **APGB**. The vendor will do its utmost to ensure that the personnel identified by the vendor to work under this Agreement completes the Term. If any such personnel resign from his job and leaves the vendor, the vendor will provide **APGB** with another personnel of equivalent knowledge, skill and experience acceptable to **APGB** as his substitute.

The vendor shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the vendor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between **APGB** and said personnel so engaged by the vendor.

The vendor shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under applicable laws in respect of its personnel/employees engaged by the vendor under this Agreement. The vendor agrees to indemnify **APGB** in respect of any claims that may be made by statutory authorities against **APGB** in respect of contributions relating to the personnel/employees engaged by the vendor for performing the work under this Agreement. **APGB** is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of



payments made to the vendor.

3.16. Non-Compete

The vendor will neither approach nor make any proposal for work for any employee of APGB directly or indirectly during the validity of this Agreement .

3.17. Change in Ownership or Constitution:

The vendor will inform APGB immediately about any change in its ownership or its constitution. The vendor will ensure that the APGB's interest will be protected with utmost care. If APGB is not satisfied with the change of ownership or constitution of the vendor and/or with the new owner, APGB shall have the right of termination and in that event, the payment, if any, upon termination may be made as provided in clause 2.8.4.

3.18. Monitoring

The SLA parameters shall be monitored on continuous basis. If the performance is not satisfactory at any given point in time during the contract period and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of APGB, then APGB will have the right to take appropriate actions including termination of the contract.

3.19. Rights to Visit

All records of the vendor relating to any matters covered by the RFP shall be made available to APGB including its authorized personnel at any time, as often as APGB deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

APGB, including its regulatory authorities like Reserve Bank of India shall have the right to verify, through their officials or such other persons as may be authorized, the progress of the project at the site of the vendor or at the place where the services are being rendered by the vendor.

APGB and its authorized representatives, including regulator like Reserve Bank of India shall have the right to visit any of the vendor's premises to ensure that data provided by APGB is not misused. The vendor will have to cooperate with the authorized representative/s of APGB or the Reserve Bank of India, as the case may be and will have to provide all information/ documents required by APGB/RBI.

3.20. Audit

The vendor shall allow and grant APGB, its authorized personnel, its auditors (internal and external) and/or the Reserve Bank of India/ other regulatory & statutory authorities, and their authorized personnel, unrestricted right to inspect and/ or audit its books and accounts, to provide copies of any audit or review reports and findings made on the vendor, directly related to the Services.



In case any of the Services are further outsourced/ assigned/ subcontracted to other vendors in terms of the RFP, it will be the responsibility of the vendor to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and/ or audit.

3.21. Contingency Plans

The vendor shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the vendor or any employees or sub-contractors of the vendor in rendering the Services or any part of the same under this Agreement to **APGB**.

3.22. Transition Requirement

In the event of failure of the vendor to render the Services or in the event of termination of the Agreement or expiry of term or otherwise, without prejudice to any other right, **APGB** at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, upon receiving notice from **APGB**, the vendor shall continue to provide the Services as per the terms of the Contract until the new vendor completely takes over the work. During the transition phase, the existing vendor shall render all reasonable assistance to the new vendor within such period prescribed by **APGB**.

4. OBLIGATIONS OF APGB

4.1. Support:

APGB will provide the support as required necessary by it including giving access to the relevant and limited data maintained in its system to the vendor for carrying out the assignment under the Contract.

4.2. Consideration & Payment Terms

In consideration of the Services performed by the vendor under this Agreement, **APGB** shall make to the vendor such payments and in such manner as specified in the RFP and/or the LoA.

The vendor shall submit the bills to **APGB** of firms printed bill forms indicating the work done by him during the period for which payment is sought. **APGB** shall make payments to the vendor as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

4.3. Non-Solicitation:



APGB agrees not to make an offer for employment to any personnel provided/deployed by the vendor under this Agreement, and, not to accept any application for employment from him/her, while he is under the term of this Agreement, and, for up to twelve (12) months from the date of last assignment of the work under this Agreement with **APGB**.

5. FAIRNESS AND GOOD FAITH

5.1. Good Faith

The Parties undertake to act in all fairness and good faith in respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

6. UNDERTAKINGS:

The vendor hereby further undertakes:

- (i) That the vendor has gone through all the required/relevant and extant instructions/ circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of **APGB**, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the vendor and it complies/will comply with all such requirements.
- (ii) That the vendor has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to **APGB**. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.
- (iii) That being the vendor of **APGB** for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (iv) That **APGB** shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of **APGB** is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the vendor and as a consequence of it, **APGB** can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the vendor by **APGB** under this Agreement and appropriate/adjust the same for the losses, if any, suffered by **APGB** without requiring **APGB** to prove the actual loss.
- (v) That the vendor shall not do anything that will be of any conflict of interest to the vendor while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of **APGB** beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the



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vendor shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The vendor and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.

(vi) That the vendor has not been hired for any assignment that would be in conflict with its prior or current obligations to **APGB** or that may place the vendor in a position of being unable to carry out the assignment in the best interest of **APGB**.

(vii) That the vendor shall act at all times in the interest of **APGB** and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the vendor.

7. SEVERABILITY:

Each clause of this Agreement is enforceable independently. Should any clause of this Agreement become not enforceable due to any reason, it will not affect the enforceability of the other clauses.

8. SETTLEMENT OF DISPUTES

In the event of any dispute or difference arising out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably through mutual discussions. If, however, the parties are not able to settle them amicably without undue delay, the same shall be settled by the process of arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time). The venue of such arbitration shall be at Guntur and the proceedings shall be conducted in English. The arbitration tribunal shall consist of Sole i.e. 1(one) Arbitrator to be appointed jointly by the Parties within thirty (30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other. If the Parties fail to agree on appointment of such Sole Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance, which however subject to the provisions of the said Act.

Notwithstanding, it is agreed that the vendor shall continue the remaining work for the assignment under this Agreement during the pendency of arbitration proceedings unless otherwise directed in writing by APGB or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained.



ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్

ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

9. JURISDICTION AND APPLICABLE LAW

This agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subjected to exclusive jurisdiction of the Courts at Guntur.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement signed in their respective names on the day and year first above written at Guntur.

FOR AND ON BEHALF OF ANDHRA PRADESH GRAMEENA BANK

By _____
Authorized Representative

FOR AND ON BEHALF OF [vendor]

By _____
Authorized Representative

WITNESSES:

1. _____
(Name and address)
2. _____
(Name and address)



ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్

ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

Annexure 'N'- (Confidentiality -Cum- Non-Disclosure Agreement)

[To be executed on a non- judicial stamp paper]

THIS AGREEMENT made and entered into aton this theday of.....202... between ANDHRA PRADESH GRAMEENA BANK, having its Head Office at Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh - 522002, hereinafter called the “BANK” which term shall wherever the context so require includes its successors and assigns

AND

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

WHEREAS

The Bank is inter-alia engaged in the business of banking and intends to engage Vendor for Procurement of Manage Engine Endpoint Management Subscription for Implementation of Security Controls at Data Centre (DC) & Data Recovery (DR) Locations for 3 years.

M/s.....Limited has been engaged in the business of providing Manage Engine Endpoint Management Subscription for Implementation of Security Controls at Data Centre (DC) & Data Recovery (DR) Locations for 3 years.

The parties have entered into agreement dated: for providing Manage Engine Endpoint Management Subscription for Implementation of Security Controls at Data Centre (DC) & Data Recovery (DR) Locations (herein after referred to as “purpose”) and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

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

1. Confidential information

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

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



2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

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

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

Upon written request by the Bank, the Supplier shall:

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

3. Exemptions

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

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

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

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

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



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

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

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

4. Term

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

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

5. Title and Proprietary rights

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

6. Return of confidential information

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

7. Remedies

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



8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

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

10. Dispute resolution mechanism

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

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

11. Jurisdiction

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

12. Indemnity clause

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

13. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorised

Signed, Sealed and Delivered by the said (For Andhra Pradesh Grameena Bank)

in the presence of:

Signed, Sealed and Delivered by the said..... (For the supplier)
in the presence of.....



ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్

ANDHRA PRADESH GRAMEENA BANK

(Scheduled Bank owned by Government)

HEAD OFFICE – GUNTUR

Annexure - '0'

Certificate of Local Content as per Make in India Guidelines

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

Dear Sir,

Sub: Request for Proposal (RFP) for Procurement of ManageEngine Endpoint Central Enterprise Edition licenses on a subscription basis for a period of three years towards implementation of security controls at the Data Centre (DC) and Disaster Recovery (DR) locations

GeM Bid Ref: GEM/2026/B/7621715 dated:04-06-2026

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

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

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

For OEM

Signature of authorised
signatory
Name and Designation:
Seal:

For

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

Signature of authorised signatory
Name:
Seal:
Date:



Annexure-P (Bid Security Form)

Bank Guarantee No.

Date:

To: ANDHRA PRADESH GRAMEENA BANK, GUNTUR, INDIA:

Gem Bid Ref: GEM/2026/B/7621715 dated: 04-06-2026

Whereas..... (Hereinafter called “the Bidder”) who intends to submit its bid..... for Procurement of ManageEngine Endpoint Central Enterprise Edition licenses on a subscription basis for a period of three years towards implementation of security controls at the Data Centre (DC) and Disaster Recovery (DR) locations (Hereinafter called “the Bid”) in terms of RFP Ref.....dated..... .

Know all people by these presents that We..... (name of bank) of (name of country), having our registered office at (Address of bank) (Hereinafter called “the Bank”), are bound unto Andhra Pradesh Grameena Bank in the sum of _____ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this ____ day of _____.

THE CONDITIONS of this obligation are:

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

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

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

(Signature of the Bank)

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

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