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

GEM/2026/B/7643897

REQUEST FOR PROPOSAL [RFP]

FOR

Renewal of existing 1200 Trend Micro Apex One licenses, 25 Deep Security Server licenses and procurement of additional 400 Apex One Anti-Virus Licenses and 175 Deep security Server Anti-Virus Licenses for a period of one year.

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

[A] Important Dates:

Schedule of RFP		
A.1	Tender No.	GEM/2026/B/7643897
A.2	**Date of Issue of RFP**	As mentioned in GeM Bid Document
A.3	**Last Date, Time and Venue for Submission of Bids**	Bid End Date/Time as per GeM Bid Document. Response should be submitted in GeM portal and physical documents should be submitted at below mentioned address before due date/time: General Manager-IT, Andhra Pradesh Grameena Bank Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh – 522002.
A.4	**Date, Time & Venue for opening of Part A - Technical Proposals.**	Bid Opening Date/Time as mentioned in GeM Bid Documents. Bid will be opened in GeM portal.
A.5	**Date, Time & Venue for opening of Part B - Commercial Proposals**	As per GeM Bid Schedule. Bid will be opened in GeM portal.
A.6	**Earnest Money Deposit (Refundable)**	Bid Security (EMD) for Rs.5,00,000/- to be submitted in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised/ scheduled commercial Bank located in India (other than Andhra Pradesh Grameena Bank) in favour of "Andhra Pradesh Grameena Bank" payable at Guntur. BG should be valid for 180 days from the last date for submission of the Bid (in the format provided at annexure V) (or) Fund transfer to be made in the account as detailed under. The bidder has the provision to remit the Earnest Money Deposit through online mode to below mentioned account for this RFP (No interest will be paid). **Fund transfer account details:** Account Name : APGB Account No : 79991025400017 IFSC Code : UBIN0CG7999

A.7	**Documents to be submitted physically by Bidders / Pre-Contract Integrity Pact**	**Pre-Contract Integrity Pact** (on stamp paper). This has to be submitted in non-judicial Stamp Paper of INR Rs.600. The same to be sent to Bank's below mentioned address. General Manager-IT, Andhra Pradesh Grameena Bank Door. No, 5-37-234, 4th floor, Raghu Mansion, Brodipet, Guntur, Andhra Pradesh - 522002
A.8	**Performance Bank Guarantee/**	Within 15 days of issue of Purchase Order, the successful bidder shall furnish to the Bank the Performance Security equivalent to **5% of the contract value** in the form of a Bank Guarantee from a scheduled commercial Bank located in India other than Andhra Pradesh Grameena Bank, valid for 14 months including 2 months claim period
A.9	**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).
A.10	**Pre-bid Meeting Date & Time**	1. Based on the clarification sought by the bidders through mail, bank may take decision to conduct online/virtual meeting for pre bid queries. Pre-bid queries should be sent to E-mail procurement@apgb.bank.in and must reach us on or before **15/06/2026; at 3.00 PM.** Subject of the email should be given as **"Pre-bid Queries for GEM/2026/B/7643897 dated 10/06/2026".** Queries reaching afterwards will not be entertained.
A.11	**Contact details of the Bank Officials**	1. G Vishnu Charan, AGM & HOD-IT 2. K V Santosh – Sr. Manager -IT Mobile: *9281404943,6304802044* Email: *Procurement@apgb.bank.in* Website: https://www.apgb.bank.in

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, APGB means 'Andhra Pradesh Grameena Bank
2. Recipient, Respondent, Bidder, Service Provider, SI (System Integrator) means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Tender means RFP response documents prepared by the bidder and submitted to Andhra Pradesh Grameena Bank
6. Bidder / Bidders Bank shall be individually referred to as 'Party' and collectively as 'Parties'
7. Support means Support & Services to be provided as part of the Scope of Work
8. 'GeM' means Government e-Marketplace wherein the whole bidding process shall be conducted online.
9. ATP means Acceptance Test Procedure
10. AMC means Annual Maintenance Contract
11. DC Means Data Centre
12. DR Means Data Recovery Centre
13. Banking, Financial services and Insurance (BFSI)
14. Central Vigilance Commission (CVC)
15. Earnest Money Deposit (EMD)
16. One Time Cost (OTC)
17. Total Cost of Ownership (TCO)
18. NPV mean Net Present Value
19. Service Level Agreement (SLA)
20. NDA means Non-Disclosure Agreement
21. Customer Relationship Management (CRM)
22. Single Person of Contact (SPOC)
23. Total Cost of Ownership (TCO)
24. Bill of Material (BOM)

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. APGB expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

Contents

1. Introduction

1.1 Introduction

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

1.2 Project overview

Sr. No.	Particulars	Description	Qty
1	Renewal of existing licenses	Trend Micro Apex One/ Subscription	1200
2	Renewal of existing licenses	Deep Security Manager Server License	25
2	New Licenses	Trend Micro Apex One/ Subscription	400
3	New Licenses	Deep Security Manager server License	175

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Andhra Pradesh Grameena Bank ("the Bank") to select a bidder for Procurement of Trend Micro Apex One & Trend Micro Deep Security Antivirus solution licenses for a period of one year. Bank invites proposal from **authorized partners of Trend Micro**, who are interested to participate in this RFP and able to fulfil the eligibility criteria mentioned under **Annexure 02** and in a position to comply with the technical requirements mentioned under **Annexure 12** - Project Details Scope of Work. Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.

The detailed scope of work is mentioned under **annexure 12.** However, bank reserve the right to modify/ change the scope of work at any phase of this contract.
The RFP document is not a recommendation, offer or invitation to enter a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document

1.3 Project Scope

Procurement of Trend Micro Apex One & Trend Micro Deep Security Antivirus Solution Licenses for one year.

Bank will award the contract to the successful bidder and the bidder should deliver the service as per the Detailed Scope of Work mentioned in **Annexure 12**.

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

Technical Proposal Attention Items

a) This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any vendor, nor limits Bank's rights to negotiate with any vendors, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any vendor, supplier or contractor at its own discretion.
b) Bank reserves the right to request additional information necessary and pertinent to the project so as to assure the vendor's ability and qualification to perform the contract.
c) Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.
d) For any ambiguity, omissions or unclear content in the RFP the vendors should request Bank to clarify along with pre-bid queries within the time line mentioned in the **"[A] Important Dates**.
e) For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; vendors should ensure and provide quality and industrial standard products to Bank.
f) In case of any difference in the standards between this RFP and the vendors' proposal, the higher standards shall prevail and be applicable.
g) Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the vendors.
h) Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the vendor made after receipt of the proposal will be at the sole discretion of Bank.

1.4 Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to provide the said "Services" in conformity with Project Details and Scope of Work stipulated in Annexure 12, may submit their bid through Government e Marketplace (GeM) on or before the last date of bid submission.

Bids submitted by any other means other than bid submission in Government e Marketplace (GeM) will not be accepted by the Bank.

1.5 Contract period

The contract with selected Bidder will be for a period starting from date of the Purchase Order till -01- years from license subscription date confirmed by the Bank officials. However, the Bank will retain the right to increase or decrease the number of licenses during the year with same commercials.

The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested, maintained and accepted along with the associated documentation provided to Bank's employees as per the requirements of the contract executed between the Bank and the Bidder. After completion of contract period, Bank may extend / renew the contract for further period on mutually agreed terms & conditions.

In the case of additional requirements desired by the Bank during the contract period over and above the quantity mentioned, Bank can place any quantity with the same rates during the contract period. Contract period shall start from the date of delivery of licenses.

1.6 Delivery

All the Services should be delivered within 10 days from the date of purchase order. Any deliverable has not been supplied or is not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. If the delay exceeds beyond two weeks from due date of delivery, Andhra Pradesh Grameena Bank reserves the right to cancel the entire order.

The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder’s performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder’s inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

1.7 Payment Terms

The payment will be released as follows:

a) License Cost

- 70% of the total contract value shall be paid after successful delivery, installation, activation, and acceptance of licenses.
- Remaining 30% of the payment shall be released after 1 month from the date of successful installation, subject to satisfactory performance and no pending issues.
- Payment shall be released within 30 days from the date of acceptance of deliverables.

The vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the vendor in the price bid against such activity / item.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be released by IT Dept., Guntur as per above payment terms on submission of relevant documents.

The Bank will pay invoices within a period of 30 working days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 working days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 working days from the date the dispute stands resolved. **Further, the above payments will be released only after submission of PBG, signing of SLA (including Do & Don't) and NDA by Successful Bidder**

1.8 Right to Alter Quantities

The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.

1.9 Additional Requirement

The price payable to the bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract / agreement, and the Bank shall not pay any additional cost for the same.

2. Evaluation process

A two bid system is adopted for selection of the Service Provider:

- Stage 1 – Eligibility Cum Technical Bid
- Stage 2 - Commercial Bid

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any bids in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.

A. Eligibility and Technical Bid Evaluation

Eligibility criterion for the bidder to qualify this stage is mentioned below:

A. Eligibility Criteria Compliance

S No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
A	**General**		
1	The bidder should be either a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 3 years (As on RFP date). Relaxation only for MSE/ Start-up: GOI Extent Guidelines Relevant for start-ups/MSE will be applicable		Documentary Proof to be attached (Certificate of Incorporation)
2	The bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within last 3 years from the RFP date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
3	The bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR,2017. OR The bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure 03 and copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder & OEM)
4	The bidder to provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of undertaking (self certified letter signed by authorized official of the bidder)
5	The bidder to provide an undertaking that all the technical features highlighted as		Letter of confirmation (self-certified letter signed by authorized official of the bidder)

	part of Technical Scope are covered in totality in the proposal submitted by them.		
B	**Financial**		
1	The Bidder must have registered an average annual turnover of **Rs. 200 Lakhs** or above during the last three completed financial years - 2022-23, 2023-24 and 2024-25 (Not inclusive of the turnover of associate companies) from Indian operations. Relaxation only for MSE/ Start-up: GOI Extent Guidelines Relevant for start-ups/MSE will be applicable.		Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.
2	The Bidder must be Net profit-making entity continuously for the last three years i.e. financial years –2022-23, 2023-24 and 2024-25. OR The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.		Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.
C	**Experience & Support Infrastructure**		
1	Bidder should be an authorized partner of TrendMicro in India		Authorization Letter/MAF from Trend Micro to be attached
2	Bidder should have provided at least 1600 Trend Micro Apex One Licenses and 200 Trend Micro Deep Security Antivirus solution or above to Public Sector Banks/Private Banks/ Regional Rural Banks (RRBs) / Financial Institutions / Central / State Govt Organization /PSU in the last three years as on date of RFQ.		Copy of the purchase order/s along with proof of supply from the organizations to be submitted.

A. Eligibility cum Technical Compliance.

The Bidder would need to provide valid supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

B. Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening the commercial bid would be communicated separately to the technically eligible bidders.

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

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

Commercial Bids Terms

In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.

a) The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. Eligible Bidders shall be notified by GeM portal upon opening of Commercial Bids.

b) The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.

c) In case of any variation (upward or downward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.

d) If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.

e) Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".

f) The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.

g) The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.

h) The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.

i) Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

Price Comparisons

a) The successful bidder will be determined on the basis of Evaluation Criteria mentioned in this RFP document.

b) The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:

- Prices quoted by the Bidder should be inclusive of all taxes, duties, levies, GST etc. GST will be paid at actuals. There will be no price escalation for during the contract period and any extension thereof.
- The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.
- Bank reserves the right to negotiate the L1 Price quoted by the vendors under exceptional circumstances

3. Terms and conditions

3.1 General Terms and conditions

a) The RFP document is not a recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

b) Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained 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 the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

c) For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

d) Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

e) No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

f) Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

g) Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.

h) The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledge by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

i) Standards: All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

j) Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document

k) Only one submission of response to RFP by each Respondent will be permitted.

l) The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.

m) The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

n) Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.

o) The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

p) Standards: All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

q) Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender document shall be the governing document for arrangement between the Bank and the bidder.

r) The bidder shall ensure that no other equipment / structure / setup of Bank get damaged due to their activities. Any damages caused to Bank property due to bidder's negligence shall be passed on the Bidder's account

3.2 Rules for Responding to this RFP

a) The product / solution will be deemed accepted only after successful delivery and installation and sign off from Bank's identified team

b) The Bidder shall represent that the services provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the deliverables and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder

c) The Bank and the bidder covenants and represent to the other Party the following:

- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

d) The timeframe provided in point "[A] Important Dates" above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice / intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines

e) All responses received after the due date/time would be considered late and would be liable to be rejected. Online Govt. GEM portal will not allow to lodgement of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

f) Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.

g) All questions relating to the RFP, technical or otherwise, must be in writing and addressed to Bank Officials under Point No. A11. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

h) However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

i) Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

j) The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

k) Bidder should submit their Eligibility Cum Technical and Commercial bids through online Gem portal.

l) If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through any mode other than the Online Govt. GEM portal, the RFP is liable to be summarily rejected.

m) All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents

n) All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.

o) In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided

p) The bidders required to quote for all the components/services mentioned in the “Scope of Work” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

q) In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.

r) The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank’s interpretation will be final.

s) The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.

t) All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

u) Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

v) By submitting a proposal, the bidder agrees to contract with the Bank within the time period prescribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.

w) The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.

x) The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and satisfy its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to satisfy all the terms and conditions of this RFP.

cc) the bidder covenants and represents to the Bank the following:

- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on

the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

dd) The execution, delivery and performance under an Agreement by bidder:

- Will not violate or contravene any provision of its documents of incorporation;
- Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

ee) The Bank reserves the right to extend the dates for submission of responses to this document.

ff) Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank’s decision in the matter will be final.

gg) Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.

hh) No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase

ii) Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

jj) Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.

kk) If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.

ll) The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

mm) The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

nn) The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for solution etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditioned as proposed in the tender document.

ss) Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.

tt) For any ambiguity, omissions or unclear content in the RFP the bidders should request Bank to clarify along with pre-bid queries within the time line mentioned in the "[A] Important Dates".

uu) For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; bidders should ensure and provide quality and industrial standard products to Bank. In case of any difference in the standards between this RFP and the bidders' proposal, the higher standards shall prevail and be applicable.

vv) Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Bank.

ww) The bidder shall represent that the hardware / software/ Service provided and / or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the deliverables and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.

xx) All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document

yy) Incidental Services - The bidder shall provide all the services as specified in the tender document, particularly the Project Details and Scope of Work including Functional and Technical Requirement. The price for performing the required incidental services shall be deemed to be included in the Contract Price

zz) At Bank's discretion, there will be an acceptance test by the Bank after supply of services as mentioned in the RFP. In case of discrepancy in the implementation, the Bank reserves the right to cancel the entire purchase contract.

aaa) Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of services provided by them in the Bank from whatsoever source, provided the Bank notifies the bidder in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the bidder, except where the Bank is required by any authority / regulator to make a comment / statement / representation

bbb) This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all bidders about changes, if any.

ccc) The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

3.3 Bid Security / Earnest Money Deposit

Bidders are required to provide an earnest money deposit (EMD) of an amount as mentioned in "[A] Important Dates" at the time of submission of bid. The proof of the same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)" shall be paid through electronic mode or a Bank Guarantee (Annexure 05) of an equal amount issued by a Schedule Commercial Bank (other than Andhra Pradesh Grameena Bank) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

Fund transfer account details:

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

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer.

- Unsuccessful Bidders who have not been shortlisted -Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity, whichever is earlier. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation should be returned within 15 days of declaration of result of first stage itself i.e. technical evaluation. No interest shall be paid on Bid security money deposit to unsuccessful bidder.
- Successful Bidder – Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security/PBG

The amount of Earnest money deposit would be forfeited in the following scenarios:

a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
b. In case of the successful bidder, if the bidder fails or refuses
    - To accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
    - Fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
    - To comply with any other condition precedent to signing the contract specified in the RFP documents.

3.4 Exemption for EMD amount

Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document issued by Udyam Registration Certificate and the bidders who are Startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD, firms should necessarily enclose a valid copy of registration certificate issued by Udyam Registration Certificate / DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the period of 6 months. MSE / Startup firms which are in the process of obtaining Udyam Registration Certificate / DIPP will not be considered for EMD exemption.

Since RFP is being floated on GeM Portal, Bid Security related exemptions as specified in clause 4, Section xiii, Sub-section 'm' of GeM GTC are applicable as the case may be.

3.5 Performance Guarantee

The successful Service Provider shall provide a Performance Bank Guarantee (PBG) within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format mentioned under **Annexure 16** to the extent of 5% of the total order value for the entire period of the contract plus 2 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a schedule commercial Bank in India, other than Andhra Pradesh Grameena Bank.

In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the bidder should be included in the remaining amount of the contract value.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the bid security/ earnest money deposit taken from the bidder, will be forfeited.

3.6 Service Level Agreement and Non-Disclosure Agreement
The successful bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA).

The successful bidder shall execute the SLA and NDA within 30 days from the date of acceptance of Purchase Order. If the contract is not signed within the given period (30 working days or till such period as extended by the Bank), the EMD will be forfeited after a grace period of 15 working days. The Bank reserves the right to incorporate additional clauses as per legal and regulatory requirements of the Bank.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the vendor

3.7 Authorized Signatory
The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

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

a) Bids submitted by holding company and its subsidiary company;

b) Bids submitted by two or more companies having common director/s

c) Bids submitted by partnership firms / LLPs having common partners

d) Bids submitted by companies in the same group of promoters/management

3.9 Right to Reject Bids
Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through any mode other than online GeM.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- Submitted by related parties
- It is submitted anywhere other than the place mentioned in the RFP.

- Further Bank reserves the rights to:
- Reject any or all responses received in response to the RFP
- Extend the time for submission of all proposals
- Cancel the RFP at any stage, without assigning any reason whatsoever.
- Visit the place of work of the bidder
- Conduct an audit of the services provided by the bidder.
- Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website and Gem only.

3.10 Information/Cyber-Security Measures/Controls for selected SP:

The Service Provider (SP) shall provide an undertaking on their letter head as per Annexure 17 to comply with the Information and cyber security controls, on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

Service providers have to ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.

The selected SP has to abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

3.11 Information Confidentiality

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. Andhra Pradesh Grameena Bank expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

4. General Terms and Conditions

4.1 Compliance with Laws

Compliance in obtaining approvals/permissions/licenses: The Bidder 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. Also, the bidder shall comply with the provisions of code of wages, and other labour welfare legislations. In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank 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 there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

4.2 Dispute Resolution

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ Officials of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank team/coordinators/director and Bidder project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

4.3 Governing Laws

This RFP and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Guntur shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

4.4 Prevention of Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Bidders responding to this RFP need to sign the Integrity Pact (IP) as detailed in Annexure 19 which will be also signed by Bank's representative.

4.5 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email ID given in the contract.

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

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

4.6 Force Majeure

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform Service Provider's obligations under this Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Service Provider shall hold consultations in an endeavour to find a solution to the problem.

4.8 Assignment

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFP.

4.9 Sub-Contracting

The Service Provider shall not subcontract or permit anyone other than its own personnel to perform any of the work, service or other performance required under this project. In case subcontracting is warranted in interest of the project, the process of subcontracting should be clearly defined and necessary approval should be taken from the Bank before on-boarding of resources.

Any change in subcontract partner during the contract period shall be informed in advance and necessary approval should be taken from the Bank. Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Service Provider alone shall be responsible for performance of the services and the risk management practices of its subcontractors under the contract unless Bank provides direct directions to such sub-contractor without the consent of the MSP. The service provider undertakes to submit information about the sub-contractors involved as & when sought by the Bank.

4.10 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

4.11 Confidentiality

The Service Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

a. Andhra Pradesh Grameena Bank product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of Andhra Pradesh Grameena Bank. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.

b. The Service provider shall not make or retain any copies or record of any Confidential Information submitted by Andhra Pradesh Grameena Bank other than as may be required for the performance of Service Provider.

c. The Service provider shall notify Andhra Pradesh Grameena Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.

d. The Service provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.

e. The Service provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

f. The service provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by Andhra Pradesh Grameena Bank under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the agreement.

g. It shall be the incumbent duty of the Service Provider to undertake not to disclose any business related information of Bank to any third person and the Service Provider shall keep all knowledge of the business activities and affairs of Bank strictly confidential and shall ensure that neither the Service Provider nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Bank. Service provider shall also ensure to keep the Bank's data separate from data of other entities to whom services are being provided.

However, the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;

Prior to the disclosure by APGB was known to or in the possession of the Service Provider at the time of disclosure;

Was disclosed or parted with the prior consent of APGB;

Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Andhra Pradesh Grameena Bank.

The Service provider shall take all necessary action to protect Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

The confidentiality obligations shall survive the expiry or termination of this Agreement between the Service Provider and the Bank.

4.12 Termination

In following events Bank shall terminate this assignment or cancel any particular order if service provider:

a. Breaches any of its obligations set forth in this agreement and such breach is not cured within 15 Working Days after Bank gives written notice; or
b. Failure by Service Provider to provide Bank, within 15 Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
c. The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
d. Supply of substandard materials/ services
e. Delay in delivery / installation / commissioning of services.
f. Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
g. If deductions of penalty exceed more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:

a. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days.
b. The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
c. The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
d. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
e. The Service Provider becomes the subject of a court order for its winding up.
f. The Service provider is unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 30 days prior notice in writing.

Effect of termination

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case Andhra Pradesh Grameena Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination; Upon the termination or expiry of this Agreement:

a) The rights granted to the Service Provider shall immediately terminate.
b) The Service Provider shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the agreement.
c) The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels

d) At the end of contract period and / or as and when desired by the Bank, Vendor must arrange for data as per bank format / process reverse migration to Bank or to new service provider, as & when finalized by the Bank at free of cost.

e) Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavours to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.

f) Upon Bank's decision in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

In the event the Bank terminates the Contract on the ground of default/ breach in whole or in part, the Bank may, among other applicable remedies, procure Goods, Works or Services similar to those undelivered upon such terms and in such manner as it deems appropriate, and hold the Service Provider liable to the Bank for any excess costs for such similar Goods, Works or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

g. The rights granted to the Service Provider shall immediately terminate.

h. Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavours to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.

Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

4.13 Publicity

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

4.14 Solicitation of Employees

The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

4.15 Inspection of Records

All bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

4.16 Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

4.17 Compliance with Laws

Compliance in obtaining approvals/permissions/licenses: The Bidder 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, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank 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 there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

4.18 Indemnity

The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

i. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by

Service Provider under this Agreement; and/or

j. an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
k. claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
l. claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and subcontractors
m. breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or
n. any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
o. breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or
p. Negligence or gross misconduct attributable to the Service Provider or its employees or subcontractors.

The Service Provider shall be responsible for applicable insurance coverage such as ESI, Workmen compensation and Employer's Liability Insurance, Accident or injury to workmen Transit Insurance Comprehensive General Liability Insurance, any other insurance required under Law of Regulations or by Employer etc. and indemnifies the Bank against all claims under such requirements.

The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

- notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and
- Co-operates with the Service Provider in the defence and settlement of the claims.

However, (i) the Service Provider has sole control of the defence and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the

Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Service Provider shall not be liable for defects or non-conformance resulting from:

q. Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or
r. any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider or modification thereof, provided the infringement is solely on account of that change.

Indemnity shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.

In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement. The provisions of this Clause shall survive the termination of this Agreement.

4.19 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

4.20 Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

4.21 Limitation of Liability

a) Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

b) However, Service Provider's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

c) Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Service Provider as part of procurement under the Agreement.

d) Under no circumstances Andhra Pradesh Grameena Bank shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Andhra Pradesh Grameena Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

e) It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against Service Provider.

f) Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

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

4.22 Intellectual Property Rights

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other. than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

4.23 SET-OFF

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to setoff or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

4.25 COVENANTS OF THE SERVICE PROVIDER

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

(i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or

(ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

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

The Service provider and sub-contractor, if any, is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the Bank's and its customer’s data and report the same to the Bank. The Service provider will be liable to the Bank for any event of security breach and leakage of data/information. The Service Provider and sub-contractor, if any, should not store or share any data outside the Bank’s infrastructure.

The Service Provider:

i. The Service provider shall be responsible for all negotiations with personnel relating to salaries and benefits and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.

ii. The Service provider shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.

iii. The Service provider shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.

iv. The Service provider shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.

v. The Service provider shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.

vi. The Service provider shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labor legislations.

vii. The Service provider shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.

viii. The Service provider shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time. ix.

ix. The Service provider shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.

x. The Service provider shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.

xi. The Service provider shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

xii. The Service provider shall be responsible for applicable insurance coverage such as ESI, Workmen compensation and Employer's Liability Insurance, Accident or injury to workmen Transit Insurance Comprehensive General Liability Insurance, any other insurance required under Law of Regulations or by Employer etc.

xiii. The Service provider shall supply a confirmation to the effect that they are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their relatives. The terms ‘control’, ‘director’, ‘key managerial personnel’, and ‘relative’ have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time. The Service provider shall also inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives.

xiv. The Service provider shall provide a confirmation to the effect that their entity is not funded by Andhra Pradesh Grameena Bank and hence no sacrifice from the Bank’s side is involved

OR

Bidder confirms that their entity is funded by Andhra Pradesh Grameena Bank and there is no sacrifice involved.”

OR

Bidder confirms that their entity is funded by Andhra Pradesh Grameena Bank and amount of sacrifice involved is Rs. _________”

xv. The Service provider shall ensure that background verification of all the resources to be deployed on the Andhra Pradesh Grameena Bank project / on the Bank's premises has been / will be carried out. Whenever required, we shall provide such report within 1 month from the date of on boarding the resources on the project. For subsequent deployment of resources during the contract period, on boarding of the resource to be done preferably after background verification, however not later than 1 month from the date of on boarding.

xvi. The Service provider shall ensure that it is complying with all the directions and clauses as stated in the said circulars:

a) RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10.04.2023 regarding Master Direction on Outsourcing of Information Technology Services
b) RBI/2023-24/107 DoS.CO.CSITEG/SEC.7/31.01.015/2023-24 dated 07.11.2023 regarding Master Direction on Information Technology Governance, Risk, Controls and Assurance Practices

xvii. The Service provider along with the resources deployed by it and services provided by it, shall ensure compliance of all the clauses and directions of the aforesaid circulars and any subsequent circular/guidelines on the same, throughout the period of the contract.

xviii. The commercial proposal is inclusive of all costs till acceptance of the application / hardware / deliverables as per scope of work by the Bank. The vendor has the option to use transportation from any eligible source. Insurance cover may be taken by the vendor from any eligible source till the acceptance of the Hardware items by Bank. Hence, insurance shall be at sole responsibility of the vendor. The vendor shall also assure that the product would be replaced with no cost to Bank in case insurance cover is not taken.

xix. The Service provider shall submit proof of back-to-back arrangements with OEM/OSDs with respect to the tenure of the contract and other non-commercial terms of the contract for entire contract duration, wherever applicable.

xx. The Service provider shall co-operate with the relevant authorities in case of insolvency/ resolution of the Bank.

xxi. After consulting the bank, the service provider shall identify some of the deployed resources as Essential Personnel under this Agreement. Essential Personnel refers to those who can work on-site during exigencies (including pandemic situations). The roles (Level 1/Level 2/Level 3 and higher) and number of Essential Personnel required may change during exigencies, subject to mutual agreement between the parties. (Where onsite resources are part of SoW requirement).

xxii. The Service provider shall ensure to have provision for the secure removal and/or destruction of data, hardware and all records (both digital and physical), if necessary. To ensure the seamless transition, the vendor should cooperate fully with the Bank / the new service provider and agree not to delete, purge, revoke, alter or update any data during this time unless specifically instructed to do so by the Bank/regulator.

xxiii. The Service provider shall ensure to have effective business continuity and disaster recovery plan and to ensure the agreed upon service levels. The Service provider shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same as per applicable law. The Service Provider shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.

4.26 VICARIOUS LIABILITY

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider 's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.

4.27 Adoption of Integrity Pact

- The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/ officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.

- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible to participate in the bidding process.

- The Bidders shall submit signed Pre Contract integrity pact (Hard Copy) as per Annexure. Those Bids which are not containing the above are liable for rejection.

- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.

- Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

- Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

- The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/ Guarantee/ AMC if contracted whichever is later.

- Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

Shri. P. R. Ravi Kumar, IRS (Retd.)
Akshath, No.84, First Avenue,
Kumaranasan Nagar, Elamkulam P.O.,
Ernakulam, Kerala-682020
Email: p_r_ravikumar@yahoo.com

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

- Any violation of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, Prevention of Corruption Act (PC Act), 1988 or other Financial Rules as may be applicable to the Bank.

5. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Annexure 01 – Guidelines for submission details

Eligibility and Technical Bid must contain the following (All the documents should be signed by authorized representative of bidder):

Section#	Section Heading	Performa Given
1.	Covering letter certifying compliance of Eligibility Criteria and Scope of Work compliance	Bidder to provide
2.	Eligibility criteria compliance with bidder comments	Annexure 02
3.	Undertaking from the bidder (regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India)	Annexure 03
4.	Bid Security (Earnest Money Deposit) from Bidder: • Transaction details in case paid through electronic mode (Annexure 04) **OR** • Original Bank Guarantee (in the format Annexure 05) **OR** • Bid Security Declaration in case of exemption (Annexure 06)	Annexure 04 / 05 / 06
5.	Letter of Undertaking from the bidder	Annexure 07
6.	Conformity Letter	Annexure 09
7.	Letter of Undertaking from OEM / OSD	Annexure 10
8.	Undertaking of Information Security	Annexure 11
9.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped/ digitally signed. (Signed /Digitally signed documents from authorized representative of bidder)	Bidder need to provide the compliance of all technical requirement mentioned in Annexure 12
10.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document from authorized representative of bidder.	Bidder to provide

11.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information	Annexure 14
Section#	**Section Heading**	**Performa Given**
12.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
13.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (to submit Board Resolution or relevant authorisation letter copy of authorizing official to submit the Bid)
14.	Declaration/ undertaking from bidder to comply with the Information and cyber security controls	Annexure 17
15.	Information/Cyber-Security Measures/Controls for selected Service Provider	Annexure 18
16.	Integrity pact (Bidder to submit duly Signed and Stamped /digitally signed Integrity Pact with Rs 600 Non-Judicial stamp paper /eSBTR along with Bid)	Annexure 19
17.	Service Level and Non-Disclosure Agreement Format	Annexure 20
Commercial Bid should be strictly as per Commercial bid format (Annexure 15). Any commercial bid submitted not in conformity with Annexure 15 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.		

1. Guidelines

1.1. Support Details for GeM Portal:

Support details of Online Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436

1.2. Downloading of Tender Document

The tender document is uploaded / released on GeM Portal. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted Online Only as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those tenders shall be accepted for evaluation for which Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

1.3. Preparation & Submission of Bids

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ONLINE" or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

1.4. Do's and Dont's for Bidder

- Registration process for new Bidders should be completed within first week of release of tender.
- The GeM Portal is open for uploading documents from the start of the bid submission date. Hence bidders are advised to start the process of uploading bid documents well in advance.
- Bidders must prepare for submission of their bid documents online well in advance
- The encrypt/upload process of soft copy of the bid documents large in number to the portal may take longer time depending upon bidder's infrastructure and connectivity.
- Bidder should not raise requests for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by GeM authorities.
- Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

Annexure 02 - Evaluation Terms

A. Eligibility Criteria Compliance

S No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
A	**General**		
1	The bidder should be either a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 3 years (As on RFP date). Relaxation only for MSE/ Start-up: GOI Extent Guidelines Relevant for start-ups/MSE will be applicable		Documentary Proof to be attached (Certificate of Incorporation)
2	The bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within last 3 years from the RFP date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
3	The bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR,2017. OR The bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure 03 and copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder & OEM)
4	The bidder to provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of undertaking (self-certified letter signed by authorized official of the bidder)
5	The bidder to provide an undertaking that all the technical features highlighted as part of		Letter of confirmation (self-certified letter signed by authorized official of the bidder)

	Technical Scope are covered in totality in the proposal submitted by them.		
B	**Financial**		
1	The Bidder must have registered an average annual turnover of **Rs. 200 Lakhs** or above during the last three completed financial years - 2022-23, 2023-24 and 2024-25 (Not inclusive of the turnover of associate companies) from Indian operations. Relaxation only for MSE/ Start-up: GOI Extent Guidelines Relevant for start-ups/MSE will be applicable.		Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.
2	The Bidder must be Net profit-making entity continuously for the last three years i.e. financial years –2022-23, 2023-24 and 2024-25. OR The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.		Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.
C	**Experience & Support Infrastructure**		
1	Bidder should be an authorized partner of TrendMicro in India		Authorization Letter/MAF from Trend Micro to be attached
2	Bidder should have provided at least 1600 Trend Micro Apex One Licenses and 200 Trend Micro Deep Security Antivirus solution or above to Public Sector Banks/Private Banks/ Regional Rural Banks (RRBs) / Financial Institutions / Central / State Govt Organization /PSU in the last three years as on date of RFQ.		Copy of the purchase order/s along with proof of supply from the organizations to be submitted.

In case the bidding company/ firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process and Novation / Other Relevant Agreement is in place. In that case, Relevant Novation / Other Relevant Agreement need to be submitted.

Annexure 03 (Make –in India)

Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

(*This letter should be on the letterhead of the bidder duly signed by an authorized signatory)*

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

Sub: Renewal of existing 1200 Trend Micro Apex One licenses, 25 Deep Security Server licenses and procurement of additional 400 Apex One Anti-Virus Licenses and 175 Deep security Server Anti-Virus Licenses for a period of one year.

Sir,

We, M/s ------------- are a private/public limited company/LLP/Firm <*strike off whichever is not applicable*>incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ---------------- -----------------------------(referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 and subsequent addendum dated 02nd July 2022 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or subcontracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that: (Please strike off whichever is not applicable)

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India; I/ we certify that ___________ is not from such a country / not having any related ToT arrangement with entity of such a country."

2. “I/ we have read the clause regarding restrictions on procurement / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India; I/ we certify that __________ is from such a country / having related ToT arrangement with entity of such a country. I hereby certify that _________ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

We hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the Bid Security Money/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this………………………………by ……………………….20

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder’s Corporate Name
Address
Email and Phone #
List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)

Please note:

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. Bidders having Transfer of Technology (ToT) arrangement in sensitive technologies (as defined in point VIII) with an entity having beneficial ownership from land border sharing countries will also require mandatory approval of Competent Authority for participation in this bid.

III. "Bidder" (including the term 'tenderer', 'consultant' 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.

IV. "Bidder from a country which shares a land border with India" for the purpose of this Order 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

V. The *beneficial owner* for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, 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 majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
2. 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;
3. 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;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. 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.

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

VII. 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.

VIII. For Bidders having Transfer of Technology (ToT) arrangement with entities having beneficial ownership in land border sharing countries; following seven technologies are considered as sensitive technologies:

1. Additive Manufacturing (e.g. 3D Printing)
2. Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
3. Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
4. Chemical Technologies
5. Biotechnologies including Genetic Engineering and Biological Technologies
6. Information and Communication Technologies
7. Software

Annexure 04 -Bid Security Declaration Format

(To be submitted on Bidders Letterhead)

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

Sir,

Sub: Renewal of existing 1200 Trend Micro Apex One licenses, 25 Deep Security Server licenses and procurement of additional 400 Apex One Anti-Virus Licenses and 175 Deep security Server Anti-Virus Licenses for a period of one year.

I/We undersigned declare that:

1) I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration by the bidder eligible for exemption from Bid Security Money (EMD) as per Rule 170 of General Financial Rules (GFRs) 2017 or as per GeM GTC mentioned under clause 4, Section xiii, Sub-section 'm'.
2) I/We accept that I/We may be disqualified / debarred from bidding for any contract with you for a period of 6 months from the date of notification if I/We are in a breach of any obligation under the bid conditions, because I/We
   a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid; or
   b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security within the timeline, in accordance with the instructions to Bidders & as per tender terms & conditions.
3) I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
4) I/We declare that I am the authorized person of ………………to make the declaration for and on behalf of ………… Letter of Authority for executing declaration is enclosed.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of: (insert legal capacity of person signing the Bid Security Declaration)

Name: (insert complete name of person signing the Bid Security Declaration)

Duly authorised to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on ________________ day of ________________ (insert date of signing)

Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Security Declaration must be in the name of all Partners to the Joint Venture that submits the Bid)

Annexure 05 - Bid Security Form

(Pro forma for Bank Guarantee in lieu of EMD - Bidder need to provide the Bank Guarantee in following format in lieu of Bid Security Transaction)

To, Date DD-MM-YYYY

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

Sub: Renewal of existing 1200 Trend Micro Apex One licenses, 25 Deep Security Server licenses and procurement of additional 400 Apex One Anti-Virus Licenses and 175 Deep security Server Anti-Virus Licenses for a period of one year.

Dear Sir,

WHEREAS..(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at .... India (hereinafter referred to as "the Vendor") proposes to offer its response to RFP No.. #: (RFP details) ....… (hereinafter called the "RFP")

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favour to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as "BANK GUARANTEE")

AND Whereas the VENDOR has approached us, ... for providing the BANK GUARANTEE.

And whereas at the request of the VENDOR and in consideration of the proposed RFP response to you, We, ...having... .... Office at.., India has agreed to issue the BANK GUARANTEE.

Therefore, We, ..., through our local office at .... India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We...................................., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs........................(Rupees

..............................only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs......................(Rupees... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a “No Demand Certificate “provided always that the guarantee shall in no event remain in force after the day of .... without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part of or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..................(Rupees....................................only) as aforesaid or extend the period of the guarantee beyond the said day of .... unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by courier, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;

    i) our liability under this Guarantee shall not exceed Rs..(Rupees.......................................only) ;

    ii) this Bank Guarantee shall be valid up to and including the date .... and iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of
Branch Manager
Seal & Address

Annexure 06 (Bid security Declaration for MSE/Startup)

(For Micro and Small Enterprises (MSE) / Startups)

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

Sir,

Sub: Renewal of existing 1200 Trend Micro Apex One licenses, 25 Deep Security Server licensesand procurement of additional 400 Apex One Anti-Virus Licenses and 175 Deep security Server Anti-Virus Licenses for a period of one year.

1. I/We, the undersigned, declare that M/s……………………………….is a Micro and Small Enterprise and the copy of registration certificate issued by Relevant Ministry/DIPP for Micro and Small Enterprises (MSE) / Start-ups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

   OR

   2A. as per the tender / RFP no: ……..floated for …….. At para no: ………. a Bid

   Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).
3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

   a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

   b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

5. I/We declare that I am the authorized person of ………………to make the declaration for and on behalf of ………… Letter of Authority for executing declaration is enclosed

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of: (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on ______________ day of ____________________ (insert date of signing)

Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)

Annexure 07 (Undertaking from the Bidder)

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

Sir,

Sub: Renewal of existing 1200 Trend Micro Apex One licenses, 25 Deep Security Server licenses and procurement of additional 400 Apex One Anti-Virus Licenses and 175 Deep security Server Anti-Virus Licenses for a period of one year.

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. All 'Bill of Material' line items have been quoted as per requirement in Commercial Bid format without any deviation.
4. Masked Commercial Bid **(Annexure 14)** and Commercial Bid **(Annexure 15)** have been submitted without any deviation. Bill of Materials which have been marked in the masked Commercial Bid is as per the submitted Commercial Bid without any deviation.
5. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
6. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

   b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.

   i. Name and Address of the Agent - ………………………(please specify NA if not applicable)
   ii. Amount and Currency in which Commission paid / payable - …………..(please specify NA if not applicable)
   iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) - ……………………………….(please specify NA if not applicable)
8. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.

9. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.
10. We confirm that we 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. We also undertake to inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives.
11. We confirm that our company is not funded by Andhra Pradesh Grameena Bank and hence no sacrifice from the Bank's side is involved.

    (OR) We confirm that our company is funded by Andhra Pradesh Grameena Bank and there is no sacrifice involved.

    (OR) We confirm that our company is funded by Andhra Pradesh Grameena Bank and amount of sacrifice involved is Rs. __________.
12. We confirm that background verification of all the resources to be deployed on the Andhra Pradesh Grameena Bank project / on the Bank's premises has been / will be carried out. Whenever required, we shall provide such report within 1 month from the date of on boarding the resources on the project. For subsequent deployment of resources during the contract period, on boarding of the resource to be done preferably after background verification, however not later than 1 month from the date of on boarding.
13. We undertake that presently it is not "Debarred from Bidding" on the grounds mentioned in Rule 151 of GFR 2017.

Dated this…………………………………..by ……………………….202

Yours faithfully,

Authorized Signatory Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 08 (Pre-Bid Queries Form)

(Please note that all pre-bid queried need to be send by email in excel format only)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Bidder:

Contact Person Name:

Tel No :

Email-ID:

S No	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				

Authorized Signatory Name:
Designation:
Bidder’s Corporate Name
Address
Email and Phone #
Date:

Annexure 09 (Conformity Letter)

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

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

Sir,

Sub: Renewal of existing 1200 Trend Micro Apex One licenses, 25 Deep Security Server licenses and procurement of additional 400 Apex One Anti-Virus Licenses and 175 Deep security Server Anti-Virus Licenses for a period of one year.

Further to our proposal dated ………., in response to the Request for Proposal………………………………….…. (Bank's tender No. hereinafter referred to as "RFP") issued by Andhra Pradesh Grameena Bank ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 10 (Letter of Undertaking from OEM /OSD)

(This letter should be on the letterhead of the OEM / OSD/ Manufacturer duly signed by an authorized signatory)

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

Sir,

Sub: Renewal of existing 1200 Trend Micro Apex One licenses, 25 Deep Security Server licenses and procurement of additional 400 Apex One Anti-Virus Licenses and 175 Deep security Server Anti-Virus Licenses for a period of one year.

We .... (Name of the OSD / OEM) who are established and reputable manufacturers / developers of .... having factories at ...., ... and .... do hereby authorize M/s .... (who is the Bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of .... which are manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s.................. during the contract period as per terms and conditions of the RFP.

We assure you that in the event of M/s .... not being able to fulfil its obligation as M/s .... Bidder in respect of the terms defined in the RFP,
.... (OEM / OSD Name) would continue to meet this either
directly or through alternate arrangements without any additional cost to the Bank

Yours faithfully,

Authorized Signatory Name:
Designation:
Bidder’s Corporate Name: Address:
Email and Phone #

Annexure 11-Undertaking of Information Security

(*This letter should be on the letterhead of the Bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)*

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

Sir,

Sub: Renewal of existing 1200 Trend Micro Apex One licenses, 25 Deep Security Server licenses and procurement of additional 400 Apex One Anti-Virus Licenses and 175 Deep security Server Anti-Virus Licenses for a period of one year.

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Further we undertake that the Software/ hardware and Services which will be delivered or provided under this Agreement are not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark.

Dated this………………………………..by ……………………….20

Yours faithfully,

Authorized Signatory Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 12- Scope of Work

1. Project Scope

Bank will award the contract to the successful bidder and the bidder should Supply and Maintenance of Trend Micro Apex One and Trend Micro Deep Security Antivirus solution licenses for a period of 1 year as per the scope briefed in this RFP.

2. Requirement Background

Traditional perimeter-based security models severely lacked the capability to extend unit level protection to data centre workloads to keep up with the dynamic threat landscape. To get sufficient visibility into east-west traffic, malware makes its way into the data centre, there is little control to block and isolate the attack inside the data centre. Additionally, manual security configuration and vulnerability patching remains biggest areas of exposure for corporations as hackers are quick to exploit any holes they can find. And the dynamic nature of today's data centres makes keeping up with basic security even more difficult as workloads are spun up and down and security policies have to be moved or reconfigured with the workloads. As more and more workloads transition from physical infrastructure to the private cloud, the software-defined data centre is demanding opportunity for security and automation.

The objective is to implement a robust enterprise-wide Apex One and Deep Security Server Antivirus solution providing a broad range of threat defence techniques to address the evolving threat landscape and compliance guidelines that helps bank to identify, detect and secure the server infrastructure from current and future cyber-attacks and subsequently enhance the operational efficiency & security posture of the bank.

3. General Scope of work for Trend Micro Apex One, Deep security Manager Antivirus solutions

S.no	Description	Period	Quantity
1	Apex-One On-premises Anti-virus licenses (renewal)	1 Year	1200
2	Apex-One On-premises Anti-Virus licenses(additional)	1 year	400
3	Deep Security server Anti-virus licenses(renewal)	1 Year	25
4	Deep Security server Anti-Virus licenses(additional)	1year	175

1. The bidder is responsible for activation of licences with no additional cost to the bank and should ensure timely delivery of subscription entitlements in the name of Andhra Pradesh Grameena Bank.
2. The bidder shall provide complete documentation related to license purchase, validity period, subscription details, and entitlement information.

3. The bidder shall facilitate registration of licenses on the Trend Micro Customer Portal in the name of Andhra Pradesh Grameena Bank.
4. The bidder shall coordinate with OEM for activation, subscription mapping, and entitlement transfer.
5. All the existing Apex One licenses with the name e-CGGB (Chaitanya Godavari Grameena Bank) to be migrated and activated in the name of Andhra Pradesh Grameena Bank
6. The bidder shall facilitate communication between APGB and the OEM for any license-related escalations.
7. The bidder shall assist in deployment of licenses subscription (ensuring entitlements are mapped correctly).
8. Installation/ Implementation component is part of the scope and will be taken care by Bidder/OEM.
9. Onsite Support from selected bidder is required to resolve any issues raised by the bank during the contract period.
10. The selected Bidder/OEM shall be responsible for providing support services, including shifting, installation, uninstallation, migration, and license activation, throughout the entire contractual period.
11. Vendors should be authorized reseller of the Antivirus. Letter of authorization from the OEM/manufacturer needs to attach at the time of bid submission.
12. License subscription should be provided with full features or maximum benefit without any additional cost.
13. Rates should be quoted inclusive of GST and all other taxes.
14. The bid is valid for minimum period of 180 days from the last date of submission of bid.
15. APGB may its discretion, ask the bidders for clarification of bids including price.
16. APGB reserves the right to accept or reject any or all offer(s) in part of full without assigning any reason thereof, and to amend the terms and conditions before award of the contract.
17. Any disputes arising out of this tender will be under the jurisdiction of the court of Guntur only.
18. The bidder shall provide Trend Micro Apex One/Deep Security Manager Licenses/subscriptions strictly through Authorized OEM Channels only.
19. Further, any future updates available in Apex One/Deep Security Manager Licenses under the respective licenses shall be made available to Andhra Pradesh Grameena Bank without any restrictions from the system integrator.
20. Any additional licenses required in the future will be purchased by Andhra Pradesh Grameena Bank with same commercials offered by the bidder through this RFQ.

21. The Trend Micro Apex One/Deep Security Manager License subscription shall be registered in the name of APGB as per the details below.

Sr.No	Particulars	Description
1	Customer Name	Andhra Pradesh Grameena Bank
2	Customer Number	
3	Description	Trend Micro Apex One/Deep Security Manager

Deliverables: -

- Delivery of valid Trend Micro Apex One/Deep Security Manager as per the quantity specified in the scope of work.
- The bidder to provide proof of subscription purchase, activation details, and license certificates.
- The contract period shall start after issue of Purchase order and delivery of licenses for a period of One Year.

The solution should be deployed in banks DC/DR setup and should strictly not be cloud based. The solution shall provide a centralized architecture with a single agent to deliver the licensed security modules. Additionally, the agent installation and configuration changes shall not require reboot of the protected servers for operational efficiency. The solution should support the most widely used server OS platforms which includes Microsoft Windows and non-Windows platform like Linux (Red Hat, Suse, Rocky, Alma, Ubuntu, Cent OS, Oracle, Debian), Solaris, AIX, HPUnix, Atalla Key Block, ESXi, Guardian, OVF etc. The solution shall have provision to provide protection against the vulnerabilities exploited by the threat actors. The solution should be managed from a centralized management console and provide capability to monitor, report and configuration related task of the solution for the protected target servers.

The SOW includes (but not limited to):

- Supply of the licenses of Trend Micro Deep Security Solution as per the commercial. The renewal of licenses to be made in the existing setup.
- Ensuring the patches/versions/upgrades/ should be applied as and when released by the OEM.
- Software packages to be offered should be legally valid, licensed and latest version along with the complete set of manuals along with the media.

Technical Support Team should be well trained to effectively handle queries raised by the User. Bank will provide the Service Desk tool for call logging and SLA management. Bank will require remote support; no onsite support engineer is required. The bidder should provide an indicative list of reports call login periodically for example: volume of calls / per day, resolution % per day etc. which come out of the box.

Payment Terms

1. Payment shall be made against submission of invoice after successful delivery, installation, and activation of licenses in the name of Andhra Pradesh Grameena Bank.
2. 70% of the total contract value shall be paid after successful delivery, installation, activation, and acceptance of licenses along with submission of Performance Bank Guarantee, SLA and NDA.
3. Remaining 30% of the payment shall be released after 1 month from the date of successful installation, subject to satisfactory performance and no pending issues.
4. Payment shall be released within 30 days from the date of submission of invoice and after the acceptance of deliverables.

Technical and Functional Specifications of Trend Micro Apex One Anti-Virus Licence

Sl. No	Technical and Functional Specifications
1	**General Management**
1.1	Solution should be a single agent that combines all the critical component like Antivirus, Antispyware, Device control, Desktop firewall, Application control for comprehensive security on the endpoint.
1.2	Solution should be managed from a single centralized management console which should provide Instant visibility into the security state and health of endpoint security products and not based on logs. Real-time actions help ensure that defences are installed, running, correctly configured, and up to date.
1.3	The proposed solution should be sized and deployed on the on premise based on current as well as future anticipated requirements.
1.4	The proposed solution must support Windows OS version 10 and above.
1.5	The solution offered should be deployed at DC/DR.
2	**Threat Prevention**
2.1	Heuristic virus scan: Should scan files and identifies infections based on behavioural characteristic of viruses
2.2	On-access virus scan :Should Scan files as they are opened, executed, or closed, allowing immediate detection and treatment of viruses

2.3	Scan target drives: Should specify directories and file types to scan
2.4	Scan exclusions: Should specify directories and file extensions not to be scanned
2.5	Should have Configurable Scanning. Should have the ability to control the percentage of CPU resources dedicated to a scan process
2.6	Treatment options: Should Enable choice of action agent should take upon detection of virus: Repair/clean, quarantine and delete.
2.7	Intelligent quick scan: Should Check the most common areas of the file system and registry for traces of spyware
2.8	Should have a different protection level in cloud based intelligence. This includes Low, Medium and High.
2.9	Full-system scan: Should Scans local file folders and specific file types
2.10	Should be able to lock down all anti-virus configurations on the system
2.11	User should be prevented from being able to uninstall the anti-virus software.
2.12	Must be able to totally protect from spyware, adware, Trojans, key loggers, P2P Threats, Hackers tools in real time
2.13	Should have centralized management and reporting capabilities to deliver reports like top Spywares, by category, by infected machines, by risk priority etc.
2.14	Real time Active protection on memory, process termination / file removal of pests in active memory
2.15	Should have centralized update/download mechanism which should be able to download details of latest Spywares and push the same across all the desktops
2.16	The solution must be able to auto-quarantine or auto-delete spyware or adware without end-user interaction.
2.17	The administrator should have option to scan endpoint to make sure that the infection has been removed.
2.18	Proposed solution should have integrated URL categorization feature
2.19	Proposed solution should categories URLs for threats like – Spywares, Trojans, Spam, Adware etc.
2.20	Solution URL category module should provide end user detail threat information about the site
2.21	Should be able to update definitions & scan engine on the fly, without a need for reboot or stopping of services on servers.
2.22	Solution should provide real time cloud based intelligence to detect newer threats.

2.23	The solution should be able to determine file-execution decisions with rule-based logic based on endpoint context (file, process, and environmental attributes) blended with collective threat intelligence.
2.24	The proposed solution should be able to map the global intelligence from their own cloud with the local intelligence collected from endpoint solution proposed.
2.25	The proposed endpoint protection solution should be able to integrate with third party feeds such as Virus Total in the same endpoint management console.
2.26	The proposed endpoint protection solution should be able to import threat reputation of files through file hashes into the central endpoint protection management solution.
2.27	The proposed endpoint solution should be able to automatically prevent the execution of even unknown executable files even if the endpoint does not have the latest signatures and without heuristics or behavioural patterns.
2.28	Should not block just on file hashes but on certificate basis also such that only trusted certificates are allowed to execute.
2.29	The solution should provide an Integrated firewall which should use reputation scores based on vendors global threat intelligence to protect endpoints from botnets, DDoS, APTs, and suspicious web connections.
2.30	The proposed solution should provide an option for the administrator to pick and choose the protection modules they want for their endpoints based on their system type and environment.
2.31	The solution should offer an accelerated and simplified deployment process.
2.32	The proposed endpoint security solution should be able to undertake pre-execution analysis for unknown malware while performing Static file feature extraction (for example file type, import hash, entry point, resources, strings, packer & compiler details, compile time, API's, section names etc.)
2.33	The proposed endpoint security solution should be able to undertake Post-execution analysis for unknown malware while performing Behavioural features and Memory analysis (for example behavioural sequence, process tree, file system, registry events, network communication events, mutex, strings from memory etc.)
2.34	The solution should be able to inspects all data that flows between the client system and the network. It should compare the network data with the known network-based attacks

2.35	It should support desktop firewall capabilities to directly block unwanted traffic
2.36	Solution should provide facility to create different policy for different network connectivity like – LAN, DHCP.
2.37	Solution should provide facility to create User defined signatures
2.38	Solution should prevent buffer overflow, illegal API use, and network exploits.
2.39	The solution should intercept and scan Java scripts and VBScripts before they are executed. The solution should also be able to create URL exclusion for certain in-house/known sites from this scan process.
2.40	The proposed solution should have the option to enables Network Intrusion Prevention (Network IPS)/anti-exploit module to prevent vulnerability exploit attempt and enforce pro-active prevention using network IPS signatures/signature less mechanisms using behaviour based detection.
2.41	The proposed solution should have the option to enable the Network IPS filter/anti-exploit filters and exposes Network IPS signatures/anti- exploit DLL injections in the policy configuration.
2.42	The proposed solution should be able to automatically block network intruders.
2.43	The proposed solution should have the option to block/isolate/quarantine the intruder hosts.
2.44	The proposed solution should have the option to Block and Report the specific IPS signature/application based injections to prevent vulnerabilities attempts.
2.45	Should support unique real time update based on over the web cloud technology to provide real time signatures for dynamic and latest threats to reduce the dependency on Daily Signature updates.
3	**Device Control for Desktops**
3.1	The solution should potentially block the end point system from loading physical devices such as removable storage devices, Bluetooth, Wi-Fi, and other plug and play devices based on device classes and device definitions are used to define device rules
3.2	It should support device management and should allow you to Monitor, Block or make the device Read-Only along with the option of providing exceptions
3.3	It should support for detecting attempts to copy confidential data to removable storage devices (e.g. USB drives, floppy, CD/DVD, etc.).
3.4	It should support for blocking Windows native CD writing and other CD writing software. The block must inform the user that the action is being blocked.

3.5	It should support for customizable notification “pop-up” messages
3.6	It should be able to control the access of USB devices by using their vendor ID, product ID or serial number.
3.7	The solution installation, policy management and reporting should be handled by an integrated endpoint agent on the client.
3.8	The solution should provide near real-time event monitor allowing you to see events as they happen, view details (user, machine, rules triggered, etc), and even access evidence files as the events happen in your environment.
3.9	It should support ability to restrict access to company approved devices, but also if necessary to permit exclusions to this requirement. Exception and/or exclusions can be designed to accommodate different devices or different groups of users
3.10	It should provide the functionality of logging and audit-trail capabilities
4	**Application Control**
4.1	The Solution should ensure that only Bank authorized software / applications / executable codes are allowed to run and provides tamper protection to them.
4.2	Solution should be capable of creating white list for each system dynamically and no manual intervention in creating this list.
4.3	Each white list created should be unique to each system and should not be a common list
4.4	The solution should be able to create application controls rules based on application category, vendor or version.
4.5	Solution should allow administrator to approve or revoke self-approved application status so that new application can be allowed to run or ban.
4.6	Solution should consider executables, ActiveX, Java, Perl scripts, bat files, VBS files, com files, dll files, sys files while creating the white list.
4.7	Solution should be capable of locking down the system on the white list created above and prevent execution of non-white listed software / application / executable code.
4.9	The Solution should have the capability to run on observation mode post white list creation so that new applications /software’s/ codes are not stopped from running but are monitored only. If required administrator should be able to approve or revert back to base line.
5	**Management Platform :**
5.1	Should have a single Centralized Management Console for managing Antivirus, Antispyware, device control and application control features.

5.2	The solution should be managed from a single centralized console and should provide integrated management for endpoint security solution. It should be able to deploy, manage, and update agents and policies from one management platform.
5.3	It should support hierarchical grouping of machines and policy deployment. The grouping could be based on IP Address of a subnet of machines or a particular site
5.4	Central management console should provide actionable reports
5.5	Central management console should support granular role based access control
5.6	Should ensure security policy enforcement by integrating and centralizing installation, deployment, management & updating
5.7	Solution should provide for custom reports and queries along with role-based access providing different levels of dash-boarding and relevant reports to users.
5.8	Solutions should provide near real-time event monitor allowing to view events as they happen, view details (user, machine, rules triggered, etc), and even access evidence files as the events happen in environment.
5.9	Solutions should support report customization and allow viewing directly using a web browser and also as a dashboard using the same management console for the endpoints.
5.10	Solution should support the following formats for exporting data: CSV, HTML, PDF.
5.11	Solution should support ability to restrict access to company approved devices, but also if necessary to permit exclusions to this requirement. Exception and/or exclusions can be designed to accommodate different devices or different groups of users
5.12	Solution should provide the functionality of events being viewed, filtered and sorted in the Management console, allowing security officers or administrators to view events and respond quickly. If applicable, suspicious content is attached as evidence to the event.
5.13	Solution should provide the functionality of logging and audit-trail capabilities.
5.14	Solution should provide the capability to log administrative activities in the Management console. Administrative activities that are logged in the Management console include, changes to policies, deployment of policies, agent override activities, agent termination and agent uninstall key generation.

Technical and Functional Specifications of Deep Security Manager Server Antivirus Licence.

Sl. No	Technical and Functional Requirement
1	The proposed server security solution must support multiple platforms of server operating systems i.e. Windows, Linux-RedHat, CentOS, Oracle, Debian, SUSE, Ubuntu, Solaris, AIX, Amazon Linux, Cloud Linux etc
2	Solution should offer protection for physical as well as virtual instances.
3	All modules i.e. Antimalware, HIPS, Firewall, Application control, FIM, Log correlation, C&C prevention must be available in single agent
4	The Proposed solution must support Anti-malware, HIPS, Integrity Monitoring, Host Firewall for the below mentioned server operating system:
	a. Microsoft Windows Server 2008 & 2008 R2, 2012 & 2012 R2, 2016, 2019, 2022
	b. Red Hat Enterprise Linux 7,8,9 or higher
	C. IBM AIX 7.2, 7.3 or higher
5	The firewall shall be bidirectional for controlling both inbound and outbound traffic.
6	Firewall shall have the capability to define different rules to different network interfaces.
7	Firewall rules should filter traffic based on source and destination IP address, port, MAC address, direction etc. and should detect reconnaissance activities such as port scans.
8	The solution should support stateful inspection firewalling functionality.
9	Solution should provide policy inheritance exception capabilities.
10	Solution should have the ability to lock computer (prevent all communication) except with management server.
11	Solution should have ability to run internal port scan on individual servers to know the open ports and will help administrator create rules.
12	The firewall should be able to detect protocol violations of standard protocols.
13	Solution should have security profiles that allows firewall rules to be configured for groups of systems, or individual systems. For example, all Linux/Windows servers use the same base security profile allowing further fine tuning if required.
14	Solution should provision inclusion of packet data on event trigger for forensic purposes.
15	The proposed solution should support Deep Packet Inspection (HIPS/IDS).

16	Deep Packet Inspection should support virtual patching capabilities for both known and unknown vulnerabilities until the next scheduled maintenance window.
17	Virtual Patching should be achieved by using a high performance HIPS engine to intelligently examine the content of network traffic entering and leaving hosts.
18	Deep packet Inspection should protect operating systems, commercial off-the-shelf applications, and custom web applications against attacks such as SQL injections and cross-site scripting.
19	Solution should provide ability to automate rule recommendations against existing vulnerabilities, exploits, suspicious network traffic and dynamically tuning IDS/IPS sensor (E.g. Selecting rules, configuring policies, updating policies, etc...)
20	Solution should provide recommendation for automatic removing of assigned rules if a vulnerability or software no longer exists - E.g. If a patch is deployed or software is uninstalled corresponding signatures are no longer required.
21	The solution should allow imposing HTTP Header length restrictions.
22	The solution shall have the capability to inspect and block attacks that happen over SSL.
23	The solution should allow or block resources that are allowed to be transmitted over http or https connections.
24	Detailed events data to provide valuable information, including the source of the attack, the time and what the potential intruder was attempting to exploit, shall be logged.
25	Solution should be capable of blocking and detecting of IPv6 attacks.
26	Solution should offer protection for virtual, physical, cloud and docker container environments.
27	Deep Packet Inspection should have Exploit rules which are used to protect against specific attack variants providing customers with the benefit of not only blocking the attack but letting security personnel know exactly which variant the attacker used (useful for measuring time to exploit of new vulnerabilities).
28	Deep Packet Inspection should have pre-built rules to provide broad protection and low-level insight, for servers. For operating systems and applications, the rules limit variations of traffic, limiting the ability of attackers to exploit possible attack vectors. Generic rules are also used to protect web applications (commercial and custom) from attack by shielding web application vulnerabilities such as SQL Injection and Cross-Site Scripting.
29	Solution should work in Tap/detect only mode and prevent mode.

30	Solution should support automatic and manual tagging of events.
31	Solution should provision inclusion of packet data on event trigger for forensic purposes.
32	Solution should support CVE cross referencing when applicable for vulnerabilities.
33	Deep packet inspection should have signatures to control based on application traffic. These rules provide increased visibility into & control over the applications that are accessing the network. These rules will be used to identify malicious software accessing the network.
34	Solution should have Security Profiles which allows DPI rules to be configured for groups of systems, or individual systems. For example, all Linux/Windows servers use the same base security profile allowing further fine tuning if required. Rules should be Auto-Provisioned based on Server Posture. De-provisioning of rules should also be automatic if the vulnerability no longer exists.
35	Integrity Monitoring module should be capable of monitoring critical operating system and application elements files, directories, registry keys to detect suspicious behaviour, such as modifications, or changes in ownership or permissions.
36	The solution should be able to monitor System Services, Installed Programs and Running Processes for any changes.
37	Solution should be able to track addition, modification, or deletion of Windows registry keys and values, access control lists, or web site files are further examples of what can be monitored.
38	Solution should support any pre-defined lists of critical system files for various operating systems and/or applications (web servers, DNS, etc.) and support custom rules as well.
39	Solution should have automated recommendation of integrity rules to be applied as per Server OS and can be scheduled for assignment/assignment when not required.
40	Solution should have by default rules acting at Indicators of Attacks detecting suspicious/malicious activities.
41	In the Event of unauthorized file change, the proposed solution shall report reason, who made the change, how they made it and precisely when they did so.
42	Solution should have Security Profiles which allows Integrity Monitoring rules to be configured for groups of systems, or individual systems. For example, all Linux/Windows servers use the same base security profile allowing further fine tuning if required. Rules should be Auto-Provisioned based on Server Posture.

43	Solution should have an intuitive rule creation and modification interface includes the ability to include or exclude files using wildcards filenames, control over inspection of sub-directories, and other features.
44	Solution should provide an option for real time or scheduled Integrity monitoring based on operating system.
45	Anti-malware should support Real Time, Manual and Schedule scan.
46	Solution should have flexibility to configure different real time and schedule scan times for different servers.
47	Solution should support excluding certain file, directories, file extensions from scanning (real time/schedule).
48	Solution should use a combination of cloud-based threat intelligence combined with traditional endpoint security technologies.
49	Solution should support True File Type Detection, File extension checking.
50	Solution should support heuristic technology blocking files containing real-time compressed executable code.
51	The proposed solution should be able to detect and prevent the advanced threats which come through executable files, PDF files , Flash files, RTF files and and/or other objects using Machine learning
52	The proposed solution should be able to perform behaviour analysis for advanced threat prevention
53	Solution should have its own threat intelligence portal for further investigation, understanding and remediation an attack.
54	Solution deployment should cause limited interruption to the current network environment.
55	Solution should have Highly Accurate machine learning - Pre-execution and Run time analysis, document exploit prevention to address known/Unknown threats.
56	Solution should have Ransomware Protection in Behaviour Monitoring.
57	Solution should have feature to try & backup ransomware encrypted files and restoring the same as well.
58	Solution should have a Log Inspection module which provides the ability to collect and analyse operating system, databases and applications logs for security events.
59	Solution should provide predefined out of the box rules for log collection from standard applications like OS, Database, Web Servers etc. and allow creation of custom log inspection rules as well.

60	Solution must have an option of automatic recommendation of rules for log analysis module as per the Server OS and can be scheduled for automatic assignment/unassignment of rules when not required.
61	Solution should have Security Profiles allowing Log Inspection rules to be configured for groups of systems, or individual systems. E.g. all Linux/Windows servers use the same base security profile allowing further fine tuning if required.
62	Solution should have ability to forward events to an SIEM system or centralized logging server for eventual correlation, reporting and archiving.
63	Log Inspection rules should allow setting of severity levels to reduce unwanted event triggering.
64	Customized rule creation should support pattern matching like Regular Expressions or simpler String Patterns. The rule will be triggered on a match.
65	Ability to set dependency on another rule will cause the first rule to only log an event if the dependent rule specified also triggers.
66	Solution must support decoders for parsing the log files being monitored.
67	Solution should allow administrators to control what has changed on the server compared to initial state.
68	Solution should prevent unknown and uncategorized applications from running on critical servers
69	Solution should have option to allow to install new software or update by setting up maintenance mode
70	Solution should have ability to scan for an inventory of installed software & create an initial local ruleset.
71	Change or new software should be identified based on File name, path, time stamp, permission, file contents etc.
72	Solution must have ability to enable maintenance mode during updates or upgrades for predefined time period.
73	Logging of all software changes except when the module is in maintenance mode.
74	Should have the ability to enforce either Block or Allow unrecognized software.
75	Solution must support Lock Down mode: No Software is allowed to be installed except what is detected during agent installation.
76	Solution must support Global Blocking on the basis of Hashes and create blacklist for the environment.
77	solution must be able to block all communication to Command & control center.

78	solution must be able to identify communication over HTTP/HTTPS protocols and commonly used Http ports.
79	Solution must provide by default security levels i.e. High, Medium & low so that it eases the operational effort and Solution must have an option of assessment mode only so that URLs are not blocked but logged.
80	solution must be able to detect/prevention communications to Global C&C's and Allow administrators to create user defined list of allowed/blocked URL's.
81	Management of proposed solution should support both windows as well as Linux platform
82	The solution shall be able to deliver all the above mentioned features like Anti- malware, Host Based Firewall/ IPS, File Integrity Monitoring, Log Inspection & Application control in a single agent.
83	Once the policies are deployed, the agents should continue to enforce the policies whether the management server is available or not.
84	Agent installation methods should support manual local installation, packaging with third party software distribution systems and distribution through Active Directory.
85	Agent installation should not require a restart of the server.
86	Any policy updates pushed to the agent should not require to stop the agent, or to restart the system and Solution should provide ability to hide agent icon from getting displayed in system tray.
87	The solution shall allow to do all configurations from the central management console like enabling/disabling agents, selecting and applying new policies, creating custom policies, reports etc.
88	The solution should give the flexibility of deploying features either as agent based or agentless for different modules depending on organization's data centre environment.
89	The proposed solution should be managed from a single centralized web-based management console.
90	The solution shall have the capability to disable the agents temporarily from the Central Management console & such action should be logged.
91	The solution shall allow to do all configurations from the central management console including, but not limited to enabling/disabling agents, selecting and applying new policies, creating custom policies, reports etc.
92	The solution should have comprehensive Role Based Access Control features including controlling who has access to what areas of the solution and who can do what within the application.
93	Should support integration with Microsoft Active directory.

94	The solution should allow grouping into smart folders based on specific criteria like OS, policy etc. for easy manageability.
95	Solution should support the logging of events to a non- proprietary, industry-class database such as MS-SQL, Oracle, PostgreSQL.
96	The solution shall allow grouping security configurations together in a policy and also allow to apply these configurations to other similar systems.
97	The solution should support forwarding of alerts through SNMP and E Mail.
98	The solution should be able to generate detailed and summary reports. The solution shall allow scheduling and E Mail delivery of reports.
99	The solution shall have a customizable dashboard that allows different users to view based on their requirement.
100	Solution should maintain full audit trail of administrator's activity.

Authorized Signatory Name:
Designation:
Vendor’s Corporate Name

Annexure 13-Service Levels

The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the Successful Vendor.
- The Vendor should have 24x7 monitoring, escalation and resolution infrastructure.
- Time bound problem addressing team (onsite/offsite) for the complete contract period.
- Vendor to arrange for any updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authority's/tax authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

Vendor will have to guarantee a minimum uptime of 99.9%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.9% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time - 24 hrs per day for seven days a week excluding planned downtime

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	**Penalty Details**
A >= 99.9%	No Penalty
A < 99.9%	Penalty at an incremental rate of 10% of cost of yearly subscription charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be deducted from the Performance Bank Guarantee. The SLA charges will be subject to an overall cap of 10% of the yearly subscription charges. Thereafter, Bank has the discretion to cancel the contract, if Vendor materially fails to meet an uptime of 99.9% for three (3) consecutive months. In case if there are no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a Demand Draft / pay order / cheque payable at Guntur in favour of Andhra Pradesh Grameena Bank for the same within 15 days from the notice period from the Bank.

Annexure 14 –Masked Commercial Bid

Amount in Rs.

Sr.No	Particulars	Description	Qty (a)	Subscription cost for 1 Year (b)	Total Cost for 1 year (Excl. of GST) (c= a * b)	GST (d)	Total Cost (Incl.of GST) (e=c + d)
1	Renewal of existing licenses	Trend Micro Apex One Subscription Code:	1200	xxxxx	xxxxx	xx	xxxxx
2	Renewal of existing licenses	Deep Security Manager server license/Subscription Code:	25	xxxxx	xxxxx	xx	xxxxx
3	New Licenses	Trend Micro Apex One Subscription	400	xxxxx	xxxxx	xx	xxxxx
4	New Licenses	Deep Security Manager server license	175	xxxxx	xxxxx	xx	xxxxx
5	Total Cost of ownership (TCO) (Incl. of GST)						xxxxx

We abide by following terms and conditions:

a. The total cost of ownership (TCO) inclusive of GST, as mentioned at S. No. 5 above, shall be considered for L1 evaluation.
b. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
c. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
d. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
e. All Deliverables to be supplied as per RFP requirements provided in the tender.
f. The Service Charges need to include all services and other requirements as mentioned in the RFP.
g. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations, however for the purpose of calculation Bank will take the corrected figures / cost.
h. All prices to be in Indian Rupee (INR) only.
i. If there is any mismatch between Unit cost per year x Quantity x period and the total price quoted by the vendors, then Bank will consider the highest value among both the values for TCO calculation. However, the Purchase Order will be placed on lower value.
j. In the case of additional licenses desired by the Bank during the contract period, the Bank can place additional licenses with same commercials as per the RFP.

k. There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
l. The price quoted by bidders on the GeM portal must match the price provided in the Bill of Materials (BoM) submitted by the bidder. In case of any discrepancy in pricing, and if the bidder fails to provide a satisfactory justification for such variation, the bidder shall be disqualified from further evaluation.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory Name:
Designation:
Vendor's Corporate Name

Annexure 15 –Commercial Bid

Amount in Rs.

Sr.No	Particulars	Description	Qty (a)	Subscription cost for 1 Year (b)	Total Cost for 1year(Excl. of GST) (c= a * b)	GST (d)	Total Cost (Incl.of GST) (e=c + d)
1	Renewal of existing licenses	Trend Micro Apex One Subscription Code:	1200				
2	Renewal of existing licenses	Deep Security Manager server license/Subscription Code:	25				
3	New Licenses	Trend Micro Apex One Subscription	400				
4	New Licenses	Deep Security Manager server license	175				
5	Total cost of ownership (TCO) (Incl. of GST)						

We abide by following terms and conditions:

a. The total cost of ownership (TCO) inclusive of GST, as mentioned at S. No. 5 above, shall be considered for L1 evaluation.
b. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
c. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
d. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
e. All Deliverables to be supplied as per RFP requirements provided in the tender.
f. The Service Charges need to include all services and other requirements as mentioned in the RFP.
g. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations, however for the purpose of calculation Bank will take the corrected figures / cost.
h. All prices to be in Indian Rupee (INR) only.
i. If there is any mismatch between Unit cost per year x Quantity x period and the total price quoted by the vendors, then Bank will consider the highest value among both the values for TCO calculation. However, the Purchase Order will be placed on lower value.
j. In the case of additional licenses desired by the Bank during the contract period, the Bank can place additional licenses with same commercials as per the RFP.

k. There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
l. The price quoted by bidders on the GeM portal must match the price provided in the Bill of Materials (BoM) submitted by the bidder. In case of any discrepancy in pricing, and if the bidder fails to provide a satisfactory justification for such variation, the bidder shall be disqualified from further evaluation.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory Name:
Designation:
Vendor’s Corporate Name

Annexure 16 – Performance Bank Guarantee (PBG)

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

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

WHEREAS M/S …………………………………………… (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Andhra Pradesh Grameena Bank (the Bank) vide their Purchase Order no. ……………………………. dated ……………………….. (Hereinafter referred to as “PO”) for …………………………….

…………………………………………………………………….

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. …………………. Dated ……………………... For

……………………….. ………………………………………………………………….

(hereinafter referred to as “RFP”), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Andhra Pradesh Grameena Bank in your favour for Rs…………………… /- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, we,…..…………………………………… a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having it’s……………………………………………………… Office at …………… and a branch interalia at………………………………………………………… India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address) ……………………………………………….through our local office at…………………………………… India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We……………………………… do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of

   Rs. …………………/-(Rupees ………………………………………………………. only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.……………/-.(Rupees ……………………………………………………………………..only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Andhra Pradesh Grameena Bank shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ……........................... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ……………./-(Rupees…………… ………………………………………………… only) as aforesaid or extend the period of the guarantee beyond the said .... (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

8. Any notice by way of demand or otherwise hereunder may be sent by special courier or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
    a. our liability under this Guarantee shall not exceed Rs. ………………./- (Rupees ………………………………………………….only)
    b. this Bank Guarantee shall be valid and remain in force upto and including the date .... 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 the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the ……… day of ……………………., 20…..

For and on behalf of

Branch Manager

Seal and Address

NOTE:

1. VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. BANK GUARANTEE IF SUBMITTED, SHOULD BE ACCOMPANIED WITH COPY OF THE SFMS TRANSMITTED AT THE TIME OF ISSUE OF BANK GUARANTEE. AS PER IBA NOTIFICATION NO. PS&BT/GOVT/2305 DATED 16-MAR-2016 ALONG WITH MINISTRY

OF FINANCE, GOVERNMENT OF INDIA CIRCULAR F.NO.7/112/2011-BOA DATED 08-MAR-2016 WITH RESPECT TO SENDING BANK GUARANTEE ADVICES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS), IT IS NECESSARY TO CONFIRM THE AUTHENTICITY OF THE BANK GUARANTEES (BG) BY SFMS MESSAGE. THE SFMS SHOULD BE SENT TO FOLLOWING IFSC:

IFSC CODE: UBIN0CG7999 (FIFTH LETTER IS "ZERO")

3. VENDOR SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED.

Annexure 17 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

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

Sir,

Sub: Renewal of existing 1200 Trend Micro Apex One licenses, 25 Deep Security Server licensesand procurement of additional 400 Apex One Anti-Virus Licenses and 175 Deep security Server Anti-Virus Licenses for a period of one year.

Further to our proposal dated ………., in response to the Request for Proposal……………………………………… (Bank's tender No. hereinafter referred to as "RFP") issued by Andhra Pradesh Grameena Bank ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with the Information and cyber security controls as per Bank's and Regulatory Authorities IT Security Guidelines on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

We ensure that outsourced critical IT services are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.

We abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

Authorized Signatory Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 18 – Information/Cyber-Security Measures/Controls for selected Service Provider

1. Incident Response and Management

1.1 SPs must have a mechanism/ resources to take appropriate action in case of any cybersecurity incident. They must have written incident response procedures including the roles of staff/outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/post impact, consistent communication and coordination with stakeholders, including specifically the bank, during response.

1.2 P's BCP/DR capabilities shall adequately and effectively support the SP's cyber resilience objectives and should be so designed to enable the SP to recover rapidly from cyber-attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.

1.3 SPs are responsible for meeting the requirements prescribed for incident management and BCP/DR even if their IT infrastructure, systems, applications, etc., are managed by third party vendors/service providers. SPs shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, to inform the bank about any cybersecurity incident occurring in respect of the bank on timely basis to early mitigate the risk as well as to meet extant regulatory requirements.

2. IT Risk Management

2.1 The SP shall carry out Information security / cyber security risk assessment and apply risk treatment measures on regular intervals.

2.2 The SP shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.

2.3 The SP shall be subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator.

3. Patch/Vulnerability and Change Management

3.1 Allow a documented risk-based strategy for inventorying IT components that need to be patched, identification of patches and applying patches so as to minimize the number of vulnerable systems and the time window of vulnerability/exposure.

3.2 Changes to business applications, supporting technology, service components and facilities should be managed using robust configuration management processes that ensure integrity of any changes thereto.

3.3 Periodically conduct Application security testing of web/mobile applications throughout their lifecycle (pre-implementation, post implementation, after changes) in an environment closely resembling or a replica of the production environment.

3.4 As a threat mitigation strategy, identify the root cause of incident and apply necessary patches to plug the vulnerabilities.

3.5 Periodically evaluate the access device configurations and patch levels to ensure that all access points, nodes between (i) different VLANs in the Data Centre (ii) LAN/WAN interfaces (iii) SP's network to external network and interconnections with partner, vendor and service provider networks are securely configured.

3.6 SPs should have a robust change management process in place to record/monitor all the changes that are moved/pushed into the production environment. Such a change management process must clearly mention the test cases, chain of approving authority for the particular change, deployment plan and rollback plan.

4. Data Leak prevention strategy

4.1 Develop a comprehensive data loss/leakage prevention strategy to safeguard sensitive (including confidential) business and customer data/information.

4.2 This shall include protecting data processed in endpoint devices, data in transmission, as well as data stored in servers and other digital stores, whether online or offline.

5. Audit Logs

5.1 Enough care is to be taken to capture audit logs pertaining to user actions in a system. Such arrangements should facilitate forensic auditing, if needed. Audit logs should be for a minimum period of 180 days.

5.2 Implement and periodically validate settings for capturing of appropriate logs/audit trails of each device, system software and application software, ensuring that logs include sufficient information to uniquely identify the log for example by including a date, timestamp, source addresses, destination addresses, and various other useful elements of each packet and/or event and/or transaction.

5.3 Logs generation from various devices/applications/database and capturing should always be automatic and by default.

5.4 An alert mechanism should be set to monitor any change in the log settings.

5.5 Manage and analyse audit logs in a systematic manner so as to detect, respond, understand or recover from an attack.

6. Advanced Real-time Threat Defence and Management

6.1 Build a robust defence against the installation, spread, and execution of malicious code at multiple points in the enterprise.

6.2 Implement Anti-malware, Antivirus protection including behavioural detection systems for all categories of devices –endpoints, servers (operating systems, databases, applications, etc.), Web/Internet gateways, email-gateways, Wireless networks, etc. including tools and processes for centralized management and monitoring.

7. Compliance with various standards

7.1 The SP shall comply with the relevant standards including ISO27001 as applicable to the IT ecosystem.

7.2 The vendors should conform to the security practices and procedures laid down in the Information Technology Act 2000 as amended by the Information Technology (Amendment) Act 2008 (IT Act and IT Amendment Act) and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (Privacy Rules).

Authorized Signatory Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 19 – Integrity Pact

PRE CONTRACT INTEGRITY PACT
(TO BE STAMPED AS AN AGREEMENT)

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on_____ day of the month_________ 2026, between, the Andhra Pradesh Grameena Bank, having its Head office at Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh - 522002 (hereinafter referred to as BUYER/BANK which expression shall include its successors and assigns) acting through Shri______________________ , ___________________________, representing Andhra Pradesh Grameena Bank, of the BUYER, of the FIRST PART

AND

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

Preamble

APGB is committed to fair and transparent procedures in appointing of its outsource service providers.

The APGB intends to appoint/ select, under laid down organizational procedures, contract/ s for.. The APGB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Bidder(s).

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

Section 1 - Commitments of APGB

1. The APGB commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
   a. No employee of the APGB, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
   b. The APGB will, during the tender process, treat all Bidder(s) with equity and reason. The APGB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation known prejudiced persons to the tender process or the contract execution.
   c. The APGB will make endeavor to exclude from the selection process all.
2. If the APGB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the APGB will inform the Chief Vigilance Officer and in addition can initiated is disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Bidder(s)

a. The Bidder(s) / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

b. The Bidder(s) / Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the APGB's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

c. The Bidder(s) / Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

d. The Bidder(s)/ Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the APGB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

e. The Bidder(s) / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /Bidders(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Bidder(s).

f. The Bidder(s) / Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

g. Bidder(s) / Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

3. The Bidder(s) / Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason (page nos.8-17).

Section 4 - Compensation for Damages

(1) If the APGB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the APGB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the APGB has terminated the contract according to Section 3, or if the APGB is entitled to terminate the contract according to Section the APGB shall be entitled to demand and

recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(1) In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder.

(2) The APGB will enter into agreements with identical conditions as this one with all Bidders and Bidders.

(3) The APGB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

(1) The APGB has appointed competent and credible Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central the task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Bidders as confidential.

(3) The Bidder(s) / Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the APGB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Bidder(s) / Sub-Bidder(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information '. In case of any conflict of interest arising

during the selection period or at a later date, the IEM shall inform APGB and recuse himself / herself from that case.

(5) The APGB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the APGB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the APGB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the APGB officials within 15 days from the date of reference or intimation to him by the APGB and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the APGB , a substantiated suspicion of an offence under relevant IPC/ PC Act, and the APGB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word' Monitor' would include both singular and plural.

Section 9 Facilitation of Investigation

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

Section 10 - contract has been awarded. Any violation of the same would entailed is qualification of the Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders6months after the bidders and exclusion from future business dealings.

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

Section 11 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office, Guntur.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to being valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to the original intentions.

(5) Issues like scope of work, Warranty/ Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the APGB) (For & On behalf of Bidder/ Bidder)

(Office Seal) (Office Seal)

Place--------------

Date--------------

Witness1:

(Name&Address) ________

Witness2:

(Name&Address) ________

Annexure 20 - SERVICE LEVEL AND NON-DISCLOSURE AGREEMENT FORMAT

SERVICE LEVEL AND NON-DISCLOSURE AGREEMENT

This Agreement is made at ___________on this……….day of ………20... by and between

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

AND

__________________________, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at ____, hereinafter referred to as **"the Service Provider"** (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Service Provider hereinafter are individually referred to as "Party" and collectively as "Parties")

WHEREAS

Andhra Pradesh Grameena Bank is a Regional Rural Bank having 1359 branches network in all districts of Andhra Pradesh and its Head office is located at Door. No. 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Guntur, Andhra Pradesh. Bank desires to select a Service Provider for -------------------------------- and had invited offers.

In response to RFP / Bid no ----------------------- dated ------------------------- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of --------------------------------. It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly Bank has issued a ------------------------------------ --------------------.

It was a condition in the RFP that the Parties would enter into a Service Level and Non-Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS 1. DEFINITIONS

I. Bank, APGB means 'Andhra Pradesh Grameena Bank'

II. ATP means Acceptance Test Procedure

III. AMC means Annual Maintenance Contract

IV. BFSI means Banking, Financial services and Insurance

V. DC Means Data Centre

VI. DR Means Data Recovery Centre

VII. MSP means Managed Service Provider of the Bank.

VIII. SLA means Service Level Agreement

IX. Total Cost of Ownership (TCO)

X. SPOC means Single Point of Contact

2. TERM

This Agreement shall come into force from date of issuance of Purchase Order and shall be in force and effect for a period of ______ years from the Go-Live Sign-off date given by Bank officials, unless Bank terminates the Agreement by giving a prior written notice of ____ days as per the terms of this Agreement.

The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, tested and accepted along with the associated documentation provided to concerned Bank officials as per the requirements of the contract executed between the Bank and M/s. __________________. Bank may extend /renew the contract for further period on mutually agreed terms and conditions.

3. SCOPE OF SERVICE

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in this RFP of this Agreement. Andhra Pradesh Grameena Bank reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

The solutions shall be designed in such a way that they cover all the divisions of the Bank’s Data Centre/Disaster Recovery centre/Branches/Offices.

4. STANDARDS

All standards to be followed shall adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards, IT and Cyber policies, internal guidelines, regulatory standards and countrywide regulations and laws from time to time.

5. DELIVERY

(Terms mentioned in the RFP)

6. Transportation and Insurance

(Terms mentioned in the RFP)

7. Pre-shipment Inspections

(Terms mentioned in the RFP)

8. Supply, Installation, Testing, Commissioning & Acceptance (SITC) (Terms mentioned in the RFP)

9. Warranty

(Terms mentioned in the RFP)

10. DOCUMENTATION

The Service Provider shall supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English/Hindi.

11. SINGLE POINT OF CONTACT & DIRECT SUPPORT

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No...

Escalation matrix for support should also be provided with full details.

12. PAYMENT TERMS

The method and conditions of payments to be made to the successful bidder shall be:

(Terms mentioned in the RFP)

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be released by IT Dept., as per above payment terms on submission of relevant documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall endeavour to make payment within 30 days from the date the dispute stands resolved. However, Bank shall not pay any type of compensation/penalty for late payment of invoice for any reason.

14. SET-OFF

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

15. COVENANTS OF THE SERVICE PROVIDER

The Service provider is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the Bank's and its customers data and report the same to the Bank. The Service provider will be liable to the Bank for any event of security breach and leakage of data/information. The Service Provider and sub-contractor, if any, should not store or share any data outside the Bank's infrastructure.

The Service Provider:

- The Service provider shall be responsible for all negotiations with personnel relating to salaries and benefits and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- The Service provider shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- The Service provider shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- The Service provider shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- The Service provider shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- The Service provider shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, subcontractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- The Service provider shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- The Service provider shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- The Service provider shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- The Service provider shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- The Service provider shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

- The Service provider shall be responsible for applicable insurance coverage such as ESI, Workmen compensation and Employer's Liability Insurance, Accident or injury to workmen Transit Insurance Comprehensive General Liability Insurance, any other insurance required under Law of Regulations or by Employer etc.
- The Service provider shall supply a confirmation to the effect that they are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their relatives. The terms ‘control’, ‘director’, ‘key managerial personnel’, and ‘relative’ have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time. The Service provider shall also inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives.
- The Service provider shall provide a confirmation to the effect that their entity is not funded by Andhra Pradesh Grameena Bank and hence no sacrifice from the Bank’s side is involved

OR

Bidder confirms that their entity is funded by Andhra Pradesh Grameena Bank and there is no sacrifice involved.”

OR

Bidder confirms that their entity is funded by Andhra Pradesh Grameena Bank and amount of sacrifice involved is Rs. _________”

- The Service provider shall ensure that it is complying with all the directions and clauses as stated in the said circulars:
- RBI/2023-24/107 DoS.CO.CSITEG/SEC.7/31.01.015/2023-24 dated 07.11.2023 regarding Master Direction on Information Technology Governance, Risk, Controls and Assurance Practices
- The Service provider shall ensure compliance of all the clauses and directions of the aforesaid circular and any subsequent circular/guidelines on the same, throughout the period of the contract.
- The commercial proposal is inclusive of all costs till acceptance of the application / hardware / deliverables as per scope of work by the Bank. The vendor has the option to use transportation from any eligible source. Insurance cover may be taken by the vendor from any eligible source till the acceptance of the Hardware items by Bank. Hence, insurance shall be at sole responsibility of the vendor. The vendor shall also assure that the product would be replaced with no cost to Bank in case insurance cover is not taken.
- The Service provider shall submit proof of back-to-back arrangements with OEM/OSDs with respect to the tenure of the contract and other non-commercial terms of the contract for entire contract duration, wherever applicable.
- The Service provider shall co-operate with the relevant authorities in case of insolvency/ resolution of the Bank.

- The Service provider shall ensure to have provision for the secure removal and/or destruction of data, hardware and all records (both digital and physical), if necessary. To ensure the seamless transition, the vendor should cooperate fully with the Bank / the new service provider and agree not to delete, purge, revoke, alter or update any data during this time unless specifically instructed to do so by the Bank/regulator.

- The Service provider shall ensure to have effective business continuity and disaster recovery plan and to ensure the agreed upon service levels. The Service provider shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same as per applicable law. The Service Provider shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.

16. CONFIDENTIALITY

The Service Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

a. Andhra Pradesh Grameena Bank product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of Andhra Pradesh Grameena Bank. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.

b. The Service provider shall not make or retain any copies or record of any Confidential Information submitted by Andhra Pradesh Grameena Bank other than as may be required for the performance of Service Provider.

c. The Service provider shall notify Andhra Pradesh Grameena Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.

d. The Service provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.

e. The Service provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

f. The service provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by Andhra Pradesh Grameena Bank under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the agreement.

g. It shall be the incumbent duty of the Service Provider to undertake not to disclose any business related information of Bank to any third person and the Service Provider shall keep all knowledge of the business activities and affairs of Bank strictly confidential and shall ensure that neither the Service Provider nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Bank. Service provider shall also ensure to keep the Bank's data separate from data of other entities to whom services are being provided.

However, the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

a) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
b) Prior to the disclosure by APGB was known to or in the possession of the Service Provider at the time of disclosure;
c) Was disclosed or parted with the prior consent of APGB;
d) Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Andhra Pradesh Grameena Bank.

The Service provider shall take all necessary action to protect Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

The confidentiality obligations shall survive the expiry or termination of this Agreement between the Service Provider and the Bank.

17. INDEMNITY

The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

s. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
t. an act or omission of the Service Provider and/or its employees, agents, subcontractors in performance of the obligations under this Agreement; and/or
u. claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
v. claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
w. breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or
x. any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
y. breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or
z. Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

The Service Provider shall be responsible for applicable insurance coverage such as ESI, Workmen compensation and Employer's Liability Insurance, Accident or injury to workmen Transit Insurance Comprehensive General Liability Insurance, any other insurance required under Law of Regulations or by Employer etc. and indemnifies the Bank against all claims under such requirements.

The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

- notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and
- Co-operates with the Service Provider in the defense and settlement of the claims.

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank. The Service Provider shall not be liable for defects or non-conformance resulting from:

aa. Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or

bb. any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider or modification thereof, provided the infringement is solely on account of that change ;

Indemnity shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.

In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement. The provisions of this Clause shall survive the termination of this Agreement.

18. INTELLECTUAL PROPERTY RIGHTS

Each Party owns and retains all rights, title and interests in and to its respective PreExisting Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other. than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

19. PERFORMANCE GUARANTEE

The Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for INR ______________/- (Indian Rupees _____only) in favor of Andhra Pradesh Grameena Bank from any schedule commercial Bank in India other than Andhra Pradesh Grameena Bank as acceptable to Andhra Pradesh Grameena Bank due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of ___months with additional claim period of three months after expiry of validity period.

20. TERMINATION

In following events Bank shall terminate this assignment or cancel any particular order if service provider:

- Breaches any of its obligations set forth in this agreement and such breach is not cured within 15) Working Days after Bank gives written notice; or
- Failure by Service Provider to provide Bank, within 15 Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
  - The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory. dd. Supply of substandard materials/ services. Delay in delivery / installation / commissioning of services. ff. Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceed more than 10% of the total contract price.

<u>Further Bank may terminate this agreement on happening of following events:</u>

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty-one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Service Provider becomes the subject of a court order for its winding up.
- The Service provider is unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 30 days' prior notice in writing.

Effect of termination

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case Andhra Pradesh Grameena Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination; Upon the termination or expiry of this Agreement:

- The rights granted to the Service Provider shall immediately terminate.
- The Service Provider shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the agreement.
- The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels
- At the end of contract period and / or as and when desired by the Bank, Vendor must arrange for data as per bank format / process reverse migration to Bank or to new service provider, as & when finalized by the Bank at free of cost.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavours to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's decision in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

In the event the Bank terminates the Contract on the ground of default/ breach in whole or in part, the Bank may, among other applicable remedies, procure Goods, Works or Services similar to those undelivered upon such terms and in such manner as it deems appropriate, and hold the Service Provider liable to the Bank for any excess costs for such similar Goods, Works or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

The rights granted to the Service Provider shall immediately terminate.

- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

21. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

22. LAW, JURISDICTION AND DISPUTE RESOLUTION

The provisions of this Agreement shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Guntur shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

23. ARBITRATION

a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.

b) If the Bank project manager/director and Service Provider project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Bank respectively.

c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole

Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

e) The place of arbitration shall be Guntur. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

24. AUDIT and INSPECTION

Service Provider and or its / their outsourced agents/subcontractors (if allowed by the Bank) records with respect to any matters covered by this Agreement shall be made available to auditors and/or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's and or his/their outsourced agents/subcontractors (if allowed by the Bank) premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

Compliance with best security practices may be monitored periodically by computer security audits / Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The Service Provider must provide the Bank access to various monitoring and performance measurement systems. Service Provider has to remedy all discrepancies observed by the auditors at no additional cost to the Bank.

24. LIMITATION OF LIABILITY

- Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

- However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Service Provider as part of procurement under the Agreement.
- Under no circumstances Andhra Pradesh Grameena Bank shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Andhra Pradesh Grameena Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against Service Provider.
- Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.
- All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

25. PUBLICITY

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

27. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

28. SUBCONTRACTING

The Service Provider shall not subcontract or permit anyone other than its own personnel to perform any of the work, service or other performance required under this project. In case subcontracting is warranted in interest of the project, the process of subcontracting should be clearly defined and necessary approval should be taken from the Bank before on-boarding of resources.

Any change in subcontract partner during the contract period shall be informed in advance and necessary approval should be taken from the Bank. Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Service Provider alone shall be responsible for performance of the services and the risk management practices of its sub-contractors under the contract unless Bank provides direct directions to such sub-contractor without the consent of the MSP. The service provider undertakes to submit information about the sub-contractors involved as & when sought by the Bank.

29. ASSIGNMENT

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider’s affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.

30. NON – SOLICITATION

The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

31. VICARIOUS LIABILITY

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider ’s employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider ’s employees, agents, contractors, subcontractors, etc.

32. FORCE MAJEURE

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform Service Provider's obligations under this Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Service Provider shall hold consultations in an endeavor to find a solution to the problem.

33. Incident Response and Management

Service Provider must have a mechanism/resources to take appropriate action in case of any cybersecurity incident. They must have written incident response procedures including the roles of staff/outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/post impact, consistent communication and coordination with stakeholders, including specifically the bank, during response. Service provider shall report all cyber incidents to the Bank immediately upon detection (if applicable).

Service Provider's BCP/DR capabilities shall adequately and effectively support the Service Provider's cyber resilience objectives and should be so designed to enable the Service Provider to recover rapidly from cyber-attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.

Service Provider is responsible for meeting the requirements prescribed for incident management and BCP/DR even if their IT infrastructure, systems, applications, etc., are managed by third party vendors/service providers. Service Provider shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, informing the bank about any cybersecurity incident occurring in respect of the bank within 30 minutes of detection to early mitigate the risk as well as to meet extant regulatory requirements.

34. IT Risk Management

The Service Provider shall assist the Bank in adhering to compliance guidelines of the regulatory authorities and facilitate Bank from time to time. The Service Provider shall conform to the security practices and procedures laid down in the Information Technology Act 2000 as amended by the information Technology (Amendment) Act 2008 (lT Act and lT Amendment Act) and the information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or information) Rules 2011 (Privacy Rules).

The Service Provider shall carry out Information security / cyber security risk assessment and apply risk treatment measures on regular intervals. The Service Provider shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.

The Service Provider shall be subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator.

35. BLACKLISTING:

The Bank reserves the right to blacklist the Service Provider from participating in any procurement process of the Bank, if any major non-compliance or fraudulent activity is found at the location or by any of the staff of the service provider.

36. Order / Contract Cancellation

The Bank reserves its right to cancel the order / contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone and it will be considered as a breach of obligations of vendor:

- Delay in site readiness and handing over the site to the Bank.
- Serious discrepancy in the quality of service / facility / security.
- The amount of penalties has exceeded the overall cap of 10% of the yearly contract value in any year during the contract period.
- Failure of the vendor makes good the situation within the remedy period.
- The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.
- The selected vendor becomes insolvent or goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

In case of order cancellation, any payments made by the Bank to the Service provider would necessarily have to be returned to the Bank with interest @ 15% per annum. Further the Service provider would also be required to compensate the Bank for any direct loss incurred by the Bank due to cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other SP. This is after repaying the original amount paid.

37. Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The vendor shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

38. Data Protection Clause

a. The Service Provider shall immediately dispose the data after completion of its permitted use as per the Bank's instructions and in case Bank observes that the data have not been purged/deleted at Service Provider's end from all servers/storage as per Bank's instruction, bank may claim indemnity from Service Provider for actual/direct/indirect/collateral loss suffered by it without any limit.
b. The Service Provider shall immediately purge data or any of its remains upon termination of this agreement between bank and Service Provider.
c. The data provided by Bank to Service Provider for a particular purpose shall not be used by Service Provider for any other purpose.
d. Bank shall have a right to obtain and analyze Service Provider's latest Internet Security audit report, external validations of data security measures and BCM activity report.
e. Bank shall have a right to conduct verification of IT security measures and cyber security measures adopted by the Service Provider.
f. Bank may claim indemnity for any sort of data breach of its customers by any act/omission of Service Provider.
g. The Service Provider shall strictly follow the provisions of "THE DIGITAL PERSONAL DATA PROTECTION ACT, 2023" from its effective date as per the relevant notification of Government of India in the Official Gazette at any point of time in future during the currency of this agreement.

39. MISCELLANEOUS

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier.

40. RIGHT TO ALTER QUANTITIES

The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform ………………… (service provider) about changes, if any. ……………………………. (service provider) agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further ………………………… agrees that the prices quoted by…………………….. would be proportionately adjusted with such additions or deletions in quantities.

41. SURVIVAL

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation under clauses of confidentiality, indemnity, termination, limitation of liability and any covenants of the parties mentioned in this agreement

The addresses referred to hereinabove are:

If to the Andhra Pradesh Grameena Bank:

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

If to the … ………………………………..

Address______________________________

ATTN: __________________________________

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP _______, offer document and Purchase Order etc., and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

For Andhra Pradesh Grameena Bank

For

Name:

Designation:

Witness 1 :

Witness 2 :

Name:

Designation:

Witness 1 :

Witness 2 :

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