

**ANDHRA PRADESH GRAMEENA BANK**  
(A Government undertaking sponsored by Union Bank of India)  
Head Office :: Guntur

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**Andhra Pradesh Grameena Bank**

**(A Government Undertaking  
Sponsored by Union Bank of India)  
Head office, Guntur**

**Request for Proposal in GeM Portal [RFP] for**

**Supply, Installation, Commissioning and Maintenance of 1500 No of Desktop Computers to  
our Branches/Offices with 5 years Comprehensive onsite warranty.**

**RFP Ref. No.: GEM/2025/B/6421424 dated 05/07/2025**

**GEM BID No: GEM/2025/B/6421424**

Issued by: **Andhra Pradesh Grameena Bank,  
Department of Information Technology,  
Head Office, Guntur**

**Mobile: 9502246089, 8978527500, 9390478378**

**[infra@apgb.bank](mailto:infra@apgb.bank)**

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**DISCLAIMER**

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Andhra Pradesh Grameena Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Andhra Pradesh Grameena Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Andhra Pradesh Grameena Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Andhra Pradesh Grameena Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

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

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

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

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**BID SCHEDULE & ABBREVIATIONS**

**BID SCHEDULE**

Sl. No.	Description	Details
1.	RFP No. and Date	GEM/2025/B/6421424 dated 05/07/2025
2.	Name of the Wing	Department of Information Technology
3.	Brief Description of the RFP	<b>Selection of Vendor for Supply, Installation, Commissioning and Maintenance of 1500 No of Desktop Computers to our Branches/Offices with Warranty period of 5 years.</b>
4. i	Bank's Address for Communication	The General Manager Andhra Pradesh Grameena Bank, IV Floor, Raghu Mansion, 4/1 Brodipet, Guntur – 522002.
5.	Date of Issue of RFP	As per GeM Bid Document
6.	Earnest Money Deposit (Refundable)	As per GeM Bid Document
7.	Performance Bank Guarantee/Bid Security	As per GeM Bid Document
8.	Last Date, Time Submission of Bids	Bid End Date/Time as per GeM Bid Document
9.	Date & Time for opening of Part A – Technical Proposals.	Bid Opening Date/Time as per GeM Bid Document Date of technical proposal: 28.07.2025, 03.00 PM
10.	Date, Time & Venue for opening of Part B - Commercial Proposals	Will be intimated at a later date for technically qualified bidders.
11.	Pre-bid Queries Submission Date & Time	<p>1. Pre bid queries should be submitted as per <b>Annexure 22</b>.</p> <p>2. Pre-bid Queries should be sent to E-mail <a href="mailto:infra@apgb.bank">infra@apgb.bank</a> and must reach us on or before <b>10/07/2025</b>, 3.00 PM. Subject of the email should be given as “<b>Pre Bid Queries for GEM/2025/B/6421424 dated 05/07/2025</b>”. <b>Queries reaching afterwards will not be entertained.</b></p> <p>Submitted queries may be considered based on the acceptance of competent authority.</p>

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Sl. No.	Description	Details
12.	<b>Other Details</b>	<ol style="list-style-type: none"><li>1. Subsequent changes made based on the suggestions and clarifications as per pre-bid queries shall be deemed to be part of the RFP document and shall be shared with all the bidders.</li><li>2. No suggestions or queries shall be entertained after CUT-of date mentioned in RFP.</li></ol>
13.	<b>Contact details of the Bank officials</b>	<p><a href="mailto:infra@apgb.bank">infra@apgb.bank</a></p> <ol style="list-style-type: none"><li>1. 9502246089, P Venkata Prasad, Asst. Manager-IT</li><li>2. 8978527500, Raghav Vellore, Senior Manager-IT</li><li>3. 9390478378, S Vamsi, HOD-IT</li></ol>
14.	<p>This document can be downloaded from following website <a href="https://gem.gov.in/">https://gem.gov.in/</a>.</p> <p>Any Amendments, Modifications, Pre Bid Replies, Clarifications &amp; any communication etc. will be uploaded in the Bank's website (i.e. <a href="https://www.apgb.bank">https://www.apgb.bank</a> &amp; GeM (<a href="https://gem.gov.in/">https://gem.gov.in/</a>). No individual communication will be sent to the individual bidders.</p>	

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**Additional terms and conditions for Supply, Installation, Commissioning and Maintenance of 1500 No of Desktop Computers for our Branches/Offices with Warranty period of 5 years**  
Ref: GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025

**1 About Andhra Pradesh Grameena Bank**

- 1.1. As per Gazette Notification No. CG-DL-E-07042025-262329 dated 07 April 2025, issued by the Ministry of Finance, Government of India, the following Regional Rural Banks—Chaitanya Godavari Grameena Bank (**CGGB**), Andhra Pradesh Grameena Bank (**APGB**), Andhra Pradesh Grameena Vikas Bank (**APGVB**), and Saptagiri Grameena Bank (**SGB**)—were amalgamated into a single entity under the name Andhra Pradesh Grameena Bank, from 01.05.2025
- 1.2. Andhra Pradesh Grameena Bank is a Regional Rural Bank having 1351 branches network in **all districts of A.P.** Andhra Pradesh Grameena Bank Head office is located at Door. No, 5-37-234, 4th floor, Raghu Mansion, 4/1 Brodipet, Andhra Pradesh Grameena Bank, Guntur, Andhra Pradesh, 522002
- 1.3. The Bank is a forerunner in implementation of IT related products, services, and continuously making efforts to provide the state of art technological products to its customers.

**2 Definitions**

- 2.1 'Bank' means unless excluded by and repugnant to the context or the meaning thereof, shall mean 'Andhra Pradesh Grameena Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal in GeM portal and shall be deemed to include its successors and permitted assigns.
- 2.2 'RFP' means Request for Proposal for "Supply, Installation and Maintenance of 1500 No of Desktop Computers in Andhra Pradesh Grameena Bank"
- 2.3 'Bidder' means a vendor submitting the proposal in response to the RFP.
- 2.4 'Product' means "Supply, Installation and Maintenance of 1500 No of Desktop Computers in Andhra Pradesh Grameena Bank,"
- 2.5 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.6 'Selected bidder' / Successful bidder/ 'L1 bidder' means the bidder who is found to be the lowest bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of this RFP.

**3 About RFP**

- 3.1 Bank intends to select vendor for Supply, Installation and Maintenance of Desktop Computers for its branches/offices spread across **26** districts of A.P for a period of 5 years onsite warranty as per the terms & conditions, technical requirements and scope of work described elsewhere in this document for a period of 6 months
- 3.2 The bidder has to go through the following clauses and other terms & conditions described elsewhere in this document:



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Sl. No.	Description
1	Scope of Work as per <b>Annexure-1</b> for Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank.
2	Technical Requirements as per <b>Annexure-2</b> for Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank.
3	Delivery timelines as per <b>clause-11</b> of this RFP for Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank on bank issued purchase order during one year .
4	Payment terms as per <b>clause-14</b> of this RFP for Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank.
5	Penalties as per <b>clause-13</b> of this RFP for Supply, Installation and Maintenance of Systems in Andhra Pradesh Grameena Bank.
6	Pre-Qualification Criteria as per <b>Annexure-5</b> for Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank
7	Terms & Conditions mentioned RFP

**3.3 This RFP should not be considered as a statement of intent for availing the services, unless a purchase order or notification of award is published by Andhra Pradesh Grameena Bank if any, as an end result of this GeM bid process.**

**4 Objective:**

The objective of this RFP is to procure Desktop Computers for Branches/offices of Andhra Pradesh Grameena Bank for a warranty period of Five (5) years.

**5 Requirement Details:**

5.1 Bank intends for the procurement of Desktop Computers for Branches/Offices of the Bank. In this connection, Bank invites proposal/offers in GeM portal from prospective bidders for the Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank as per the terms & conditions, Technical Specifications and Scope of Work described elsewhere in this RFP. The brief description of Systems is furnished in following table:

Item Details	Quantity	Location
Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years warranty period as per Technical Specifications narrated in Annexure-2.	1500	Will be disclosed while placing the order. (Delivery will be across 26 districts of A.P)

5.2 It may be noted that the requirement given in this RFP is indicative only and may vary as per actual needs. Also note that there is no minimum purchase commitment by the Bank to the selected bidder

5.3 Detailed technical specification for the above Desktop Computers is furnished in Annexure-2. All the Hardware / Software ordered for Supply, Installation and Maintenance of Desktop Computers should have comprehensive onsite warranty of Five (5) years.

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- 5.4 Bank reserves the right to place order during 180 days of contract period with same price finalized in commercial evaluation.

**6 Participation methodology**

- 6.1 In this RFP either the authorized bidder on behalf of the Principal/OEM/OSD or Principal/OEM/OSD itself can bid but both cannot bid simultaneously for the same item/product. If participated, the bids of Principal/OEM/OSD and the authorized bidder/s are liable for rejection.
- 6.2 If a bidder bids on behalf of the Principal/OEM/OSD, the same bidder shall not submit a bid on behalf of another Principal/OEM/OSD in this RFP for the same item/product/service.
- 6.3 If any product of Principal/OEM/OSD is being quoted in this RFP, the Principal/OEM/OSD cannot bid for any other Principal's/OEM's/OSD's product. If participated, the bids of Principal/OEM/OSD and the authorized bidder/s are liable for rejection.
- 6.4 In the event of the bidder being not able to perform the obligations as per the provisions of the contract, the OEM/OSD/principal should assume complete responsibility on behalf of the bidder for providing systems i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the bank. To this effect bidder should provide a dealer/distributor certificate as per Annexure-8.

**7 Pre-Qualification Criteria**

- 7.1 Interested bidders, who are capable to Supply, Installation and Maintenance of 1500 No of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty and meet the Pre-Qualification Criteria as per **Annexure-5**, may respond.
- 7.2 Non-compliance to any of the Pre-Qualification criteria would result in outright rejection of the bidder's proposal. The bidder is expected to provide proof for each of the points for Pre-Qualification evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Compliance". Any credential detail mentioned in "Pre-Qualification Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.
- 7.3 Andhra Pradesh Grameena Bank, reserves the right to verify/evaluate the claims made by the bidder independently and seek further documents without any limitation for evaluating the offer. Any deliberate misrepresentation will entail rejection of the offer.

**8 Bid Validity Period:**

The Offer submitted and the prices quoted therein shall be valid for 180 days' as per the Gem terms. Bid valid for any shorter period shall be rejected by the Bank.

**9 Scope of Work**

- 9.1 The broader Scope of work shall include but not be limited as mentioned in **Annexure-1**. The bidder has to confirm compliance to the Scope of Work as mentioned in Annexure-1. The bidders are required to go through the complete RFP document thoroughly. The obligation /

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responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

- 9.2 For smooth completion of project, the selected bidder should identify two of its representatives as primary point of contact for the Bank.
- 9.3 Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.
- 9.4 The Bidder has to replace all the defective spares during warranty period. All parts should be covered under warranty
- 9.5 Documents received with the image of the signature and seal will not be considered for evaluation
- 9.6 Commercials offered during the Commercial evaluation shall be valid up to for 180 days as per terms of the Gem.

**10 Training:**

No separate training is required. The selected vendor has to give demo and explain operational guidelines of the product at the site of the installation to Bank's Officials.

**11 Delivery, installation and maintenance:**

- 11.1 Bank shall provide the address and contact details for delivery of Desktop Computers while placing the order.
- 11.2 Delivery of all Desktop Computers should be within Four (4) weeks from the date of acceptance of the Purchase Order or Five (5) Weeks from the date of issue of Purchase Order, whichever is earlier. Please note that no extra charges will be paid for those locations where road permit is required. The successful bidder has to arrange for road permit, E-Way bill at his own cost. It will be the sole responsibility of the successful bidder to submit any form required for release of shipment from the check post.
- 11.3 Bidder should ensure installation, configuration, Integration, Implementation and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within 2 weeks from the date of delivery of all the materials for each ordered locations.
- 11.4 Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are to be delivered/not billed, the bidder in such cases shall deliver, install at the modified locations at no extra cost to the Bank. However, if the hardware items are already delivered/billed, and if the modifications in locations are made after delivery, the bidder shall carry out installation at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty should be applicable to the altered locations also.
- 11.5 The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as

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incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.

- 11.6 The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of hardware to different locations and the successful bidder is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.
- 11.7 Installation of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Bid.
- 11.8 Partial, incomplete, or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.
- 11.9 The installation will be deemed as incomplete if any component of "system unit and keyboard and mouse" is not delivered or delivered but not installed and/or nor made operational or found not acceptable to the Bank after PDI for 'system unit and keyboard and mouse. The installation will be accepted only after commissioning of 'system unit and keyboard and mouse' and satisfactory working for a minimum period of 10 days.

**12 Hardware Maintenance:**

- 12.1 The Bidder will assume total responsibility for the fault free operation of hardware and maintenance during the warranty for a total duration of five years. Reloading of OS & connecting peripherals, wherever is necessary is also responsibility of the Bidder.
- 12.2 On lodgement of complaint, service should be provided and rectification of reported problem within 48 hours. In case any part is found defective & needs to be taken to the Vendor's Premises/ lab for repairs, the Vendor should either ensure the required parts is replaced or a standby equipment is provided in place of defective equipment within 24 hours or next business day.
- 12.3 As far as possible, the equipment should be repaired at site and where the Desktop Computers is taken for repairs outside the Bank, a substitute should be provided and data should be transferred to the substitute machine besides creating back-up in one of the system's at the bank's office and the data in the machine should be got deleted permanently.
- 12.4 Failure to repair/ replace as above will be a breach of warranty and a penalty of Rs.500/- per day per item will be levied for number of days delayed, subject to a maximum of 10% of the contract value. The amount of penalty will be recovered from the bidder from payments due to them or by invoking Bank Guarantees provided for warranty. If the penalty amount reaches the maximum, Bank will be at liberty to cancel the contract and invoke any or all the Bank Guarantees provided by the Bidder.
- 12.5 That the Bidder will assume total responsibility for the fault free operation of hardware, application software and maintenance during the warranty for a total duration of 5 years. The Supplier will accomplish preventive maintenance activities to ensure that all hardware execute

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without defect or interruption for at least 99.9% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis. If the service support is less than 24 x 7 basis, bank may at its own discretion reject the proposal in total, without assigning any reason.

12.6 GST will be collected at applicable rates on Penalty Charges and the same will be deducted from the payments due to the Bidder. Bank will raise Invoice for the charges deducted.

12.7 Authorized OEM company owned service centres should be Located in District headquarters of Andhra Pradesh & spares should be maintained in all Regional offices and Head office of Bank and vendor/OEM service Centres.

**Spares to be held at all 23 Regional offices and Head Office:**

<b><u>Sno</u></b>	<b><u>Item for each make and model</u></b>	<b><u>Number</u></b>
<u>1)</u>	Mother Boards	
<u>2)</u>	Hard Disk	
<u>3)</u>	SMPS	
<u>4)</u>	Processor	
<u>5)</u>	RAM	
<u>6)</u>	Power adapters	
<u>7)</u>	Mouse & Keyboards	

**13 Penalties/Liquidated Damages:**

**13.1** Penalties/Liquidated damages for delay in Delivery and Installation, of Desktop Computers in all locations would be as under:

13.1.1 Non-compliance of the delivery clauses (11.2) will result in the Bank imposing penalty 0.50% on delay in delivery per systems, per week or part thereof, on the value of system (excluding Warranty), exclusive of tax.

13.1.2 Non-compliance of the installation clauses (11.3) will result in the Bank imposing penalty 0.50% on delay in installation per system, per week or part thereof, on the value of the system (excluding Warranty), exclusive of tax.

**13.1.3** However, the total Penalty/LD to be recovered under above clauses 12.2 shall be restricted to 10% of the value of system (excluding Warranty), exclusive of tax.

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

**13.2 Penalties/Liquidated damages for improper hardware maintenance:**

13.3 On lodgment of complaint, service should be provided and rectification of reported problem within one business day. In case any part is found defective & needs to be taken to the Vendor's

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Premises/ lab for repairs, the Vendor should either ensure the required parts is replaced or a standby equipment is provided in place of defective equipment within 24 hours or next business day.

- 13.4 Penalties/Liquidated Damages for non-performance: If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to invoke the Bank Guarantee.
- 13.5 The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 13.6 If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 13.7 If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- 13.8 Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill.
- 13.9 Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the selected bidder.
- 13.10 The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the selected bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from selected bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- 13.11 All the above LDs are independent of each other and are applicable separately and concurrently.
- 13.12 LD is not applicable for the reasons attributable to the Bank and Force Majeure.

**14 Payment Terms:**

The following terms of payment shall be applicable to this contract and will be released after execution of Contract Agreement

**14.1 Payment schedule will be as under:**

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Sl. No.	Payment Stages	Percentage of Payment	Condition/Remarks
1.	Delivery	80% of contract value	<p>80% on delivery of Desktop Computers and on submission of relevant documents. Please note that</p> <ol style="list-style-type: none"> <li>Originals of invoices (plus One Copy) reflecting Taxes &amp; Duties</li> <li>Proof of delivery duly signed by Bank officials of the respective Branch/office.</li> <li>5 % of the contract value in the form of Performance Bank Guarantee, NDA &amp; SLS</li> <li>Pre-Delivery Inspection test issued by testing agency/Bank officials</li> </ol> <p>Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.</p>
2.	Installation & Maintenance	20% of contract value	<p>20% of the total cost will be released after successful installation of Desktop PC supplied as per Scope of Work. The successful bidder has to submit the following;</p> <ol style="list-style-type: none"> <li>Installation reports duly signed by the Bank officials of the respective Branch/offices, while claiming payment.</li> <li>Addition of inventory in AD and making live in CBS environment (Finacle version/Banks 24).</li> <li>Configuring Desktop PCs AS PER Bank Requirement</li> <li>Hard disk partition, printer (Passbook &amp; Laser) connection</li> <li>Basic software installation i.e adobe reader , WinRAR, MS office, AD, etc..(whichever applications were used by the bank)</li> </ol> <p>The invoice and installation report should contain the product serial number of the items supplied. If Desktop PC is not installed within 14 days from the date of Delivery of the Desktop PC, due to the reason attributable to the Bank, Bank will release the installation payment on receiving the invoice from the successful Bidder. The selected bidder also has to undertake that they will install the Desktop Computers within a week from the date of informing site readiness without any extra cost.</p>

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- 14.2 Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, HSN Code, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by bank officials of the respective Branch/office and Manufacturer's/ Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- 14.3 Bank will not pay any amount in advance.
- 14.4 Payment shall be released within 30 days from the date of submission of relevant documents as per RFP terms and found in order by the respective branches/offices, who have placed order on the selected bidder.
- 14.5 The bank shall finalize the installation and acceptance format mutually agreed by the selected bidder. The selected bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming acceptance payment.
- 14.6 The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any, by Head Office at Guntur as decided by the Bank and the selected bidder has to provide necessary Beneficiary Bank details like Account No., Bank's Name with Branch, IFSC Code etc.

**15 Acceptance:**

- 15.1 Bank will evaluate the offered Solution implemented by the bidder. If the Solution experiences no failures and functions according to the requirements of the RFP as determined by the Bank during the implementation period, then the solution will be accepted by the Bank and the project will be considered as deemed signed-off.
- 15.2 After the Solution has been accepted by the Bank, the Vendor may submit an invoice for the Solution.
- 15.3 The warranty will cover all supplied components includes Hardware, software updates and other items will start after project acceptance & Signoff.

**16 Warranty:**

- 16.1 The bidder has to provide comprehensive On-site warranty for Five (5) years for Hardware and other items.
- 16.2 The Bidder warrants that the Software/Solution/Hardware will be free of defects in workmanship and materials for a period of time consistent with industry standards and the nature of the Software ("Warranty Period").
- 16.3 The Bidder has to replace all the defective spares with new spares during warranty period. All parts should be covered under warranty
- 16.4 The entire equipment's / hardware/software (including OS installation/re installation) & software deployed for this project shall be under Comprehensive Onsite Warranty covering all parts, updates, minor update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of Five (5) years from the Date of Installation/commissioning.



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- 16.5 If the hardware /software do not perform in accordance with the Contract during the Warranty Period, then the selected bidder shall take such steps as necessary to repair or replace the Hardware/ Software. Such warranty service shall be provided at the Successful bidder's expense and shall include all media, parts, labor, freight and insurance to and from the Department's site.
- 16.6 Warranty service may be provided by a third party, provided such third party is authorized to perform warranty service by the Bidder or, if the Bidder is not the Manufacturer, by the Manufacturer prior to the RFP closing date and time.
- 16.7 If any defect in the Hardware/Software/Solution is not rectified by the selected bidder before the end of the Warranty Period, the Warranty Period shall be extended until in the opinion of the Bank: a) the defect has been corrected; and b) the hardware/ Software functions in accordance with the Contract for a reasonable period of time.
- 16.8 The selected bidder shall provide, after the warranty commences for all Hardware/Software/Solution components, telephone support to the Bank during Business Days for assistance.
- 16.9 The selected bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Selected bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period.
- 16.10 Any corruption in the Software (OS ect..) or media shall be rectified/reinstalled during the Warranty period, at no extra cost to the Bank
- 16.11 Only licensed copies of software shall be supplied. The selected bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- 16.12 The selected bidder shall provide centralized complaint booking facility to the bank and the dashboard, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
- 16.13 Escalation matrix should be provided for support, technical, project, etc. as per Annexure-7.
- 16.14 Bidder has to provide the service centers list as per the Annexure-18

**17 Make and Models:**

It is mandatory to provide Technology, make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidders should not quote Technology, hardware which is already End of Sale. Bidders also should not quote hardware which are impending End of Sale.

Further bidder has to supply the mentioned model will be manufactured before 6 months and specify the same in the document.

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**18 Spare Parts:**

- 18.1 The selected bidder shall make available the spare parts, components etc. for the systems for a period to be specified by the Bank, during contract period.
- 18.2 If any of the peripherals / components is not available during the contract period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity.

**19 Software Version:**

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

**20 Software, Drivers and Manuals:**

The selected bidder shall supply along with each item all the related documents, Software Licenses loaded in the Hardware items without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.

- 21 All related documents, manuals, catalogues and information furnished by the selected bidder shall become the property of the Bank.**

**Secure Deployment & Security Compliance to Policies and Process:**

- 21.1 All the hardware or required components should be shipped directly from OEM to Bank premises.
- 21.2 All the underlying infrastructure components such as OS or any product should be hardened on each environment before made functional.
- 21.3 The selected bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity and availability of the information systems. The selected bidder will not copy any data obtained while performing services under this RFP to any media including hard drives, flash drives or other electronic device other than as expressly approved by Bank.
- 21.4 The Bank will have the right to audit the bidder's people, processes, technology etc., as part of vendor security risk assessment process.
- 21.5 The bidder should be fully compliant with ISO27001 controls at the time of bidding.

**22 Authorization to bid:**

The Proposal being submitted would be binding on the bidder. As such it is necessary that authorized personnel of the firm or organization to sign the BID. The designated personnel should be authorized by the organization or by a senior official of the organization having authority to do so. The same person or a different person should be authorized who should have a digital certificate (with encryption feature) issued in company name and should have authority to quote bid amount in RFP and also quote offer price during on-line reverse auction

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The copy of necessary Original resolutions/authority/ Power of Attorney having authority to authorise the person to submit RFP documents/participate in Technical bid and reverse auction, on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a RFP Terms and condition. The letter should also indicate the complete name and designation of the designated personnel as per **ANNEXURE-6**

**23 Manufacturer's Authorization Form:**

In case the principal vendors authorise their business partners or authorised distributors to bid on their behalf, a separate authorization letter as per format enclosed (ANNEXURE-8(with ink signed confirmation letter by OEM), with a commitment to fulfil the terms of the RFP should be submitted. It is mandatory that such of those business partners/ authorized distributors should have service support centres on all locations as given in the eligibility criteria in this RFP

**24 Documentation:**

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

**25 Local Support:**

25.1 The selected bidder should be capable of meeting the service & support standards as specified in this Bid.

25.2 The selected bidder shall provide Warranty during office Hours on all Bank Working days of the year for all the locations.

25.3 Response Time and Meantime to Restore [MTTR]

25.3.1 Response Time shall be 6 hours for Urban Branches and 8 hours for other locations. MTTR shall be a Business day.

25.3.2 Time specified above is from lodging of complaint.

25.3.3 However, penalties will be applied as per clause 14.

**26 Mean Time Between Failures (MTBF):**

If during the warranty period, any hardware and/or software items fails on three or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the selected bidder at no additional cost to the Bank.

**27 Defect Liability:**

In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the warranty period of the contract, the selected bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.

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**28 Subcontracting:**

- 28.1 The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected bidder under the contract without the prior written consent of the Bank.
- 28.2 In case subcontracting is warranted in interest of the project, the selected bidder should take consent of the Bank before undertaking any such agreement. The selected bidder should further ensure subcontracting agreement is vetted by the Bank.
- 28.3 Even if the selected bidder gets into subcontracting, accountability and responsibility of the resource provided shall lie with selected bidder only. Bank shall hold correspondence only with the selected bidder.
- 28.4 The selected bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**29 Clarification to the RFP and Pre-Bid Queries**

- 29.1 The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per the Annexure-22
- 29.2 All communications regarding points requiring clarifications and any doubts shall be given in writing to the General Manager, DIT, Andhra Pradesh Grameena Bank, Head Office, IV Floor, Raghu Mansion, 4/1 Brodipet, Guntur – 522 002 in email to [infra@apgb.bank](mailto:infra@apgb.bank) by the intending bidders as per the bid schedule.
- 29.3 No queries will be entertained from the bidders after the due date and time mentioned in the RFP document.
- 29.4 No oral or individual consultation will be entertained.

**30 Amendment to Bidding Document**

- 30.1 At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 30.2 Notification of amendments will be made available on the GeM/Bank's website only (i.e. <https://apgb.bank>) and will be binding on all bidders and no separate communication will be issued in this regard.

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30.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

**31 Bid System Offer**

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

- 31.1 **Technical Proposal:** Indicating the response to the Pre-Qualification Criteria, Scope of Work and other terms & conditions for the Supply, Installation and Maintenance of Desktop Computers for a period of 5 years onsite warranty.
- 31.2 **Commercial Bid:** Furnishing all relevant information as required as per Bill of Material as per Annexure-10.
- 31.3 Any bid document not conforming to any one of the above terms will be rejected.
- 31.4 Those bidders satisfying the Pre-Qualification criteria and the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short listed for evaluation of commercial bid.
- 31.5 The Bank will open Part II (Commercial Bid) only for those bidders who have qualified in Technical Bid.
- 31.6 After evaluation of commercial bids, the L1 bidder will be shortlisted using Reverse Auction process through GeM portal.
- 31.7 After completion of the reverse auction on GeM portal, L1 bidder should submit the price break-up as per the Annexure 10 in the company's letter head within 24 hours.
- 31.8 If the L1 bidder fails to submit the price breakup or is unable to honor the quoted price after being shortlisted in the reverse auction, the bank will offer the final order to the L2 bidder, provided the L2 bidder agrees to match the L1 price.
- 31.9 However, if L1 Bidder is not Class-I local supplier and L2 Bidder is Class-I local supplier and its price falls within 20% margin of purchase preference of the L1 bidder, then the order will be divided in the ratio of 50:50 among L1 & L2 bidder, subject to L2 (Class-I Local Supplier) matching the L1 price as per the MII guidelines, if any.

**32 Preparation of Bids**

**32.1 Technical Proposal**

- 32.1.1 Before submitting the bid, the bidders should ensure that they conform to the Pre-Qualification criteria as stated in Annexure-5 of this RFP. Only after satisfying themselves of the Pre-Qualification criteria, the Offer should be submitted.
- 32.1.2 Technical bids of bidders who have submitted Bid Security/EMD and Integrity Pact as per Gem bid document will be evaluated.

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- 32.1.3 All the annexure should be submitted in letter head of bidder duly signed with seal of the company. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.
- 32.1.4 Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted along with the technical bid.
- 32.1.5 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 32.1.6 It is mandatory to provide the compliance to Scope of Work in the exact format of Annexure-1 of this RFP.
- 32.1.7 The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 32.1.8 If any part of the technical/functional requirements offered by the bidder is different from the technical/functional requirements sought in the RFP, the bidder has to substantiate the same in detail the reason of their quoting a different technical/functional requirements than what is sought for, like better feature or non-availability/ feasibility of the technical/functional requirements quoted by Bank, invariably to process the technical offer.
- 32.1.9 The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
- 32.1.10** The relevant solution information, brand, and solution offered, printed product brochure, technical/functional specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 32.1.11 The Technical Proposal should be complete in all respects and contain all information sought for. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- 32.1.12 Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
- 32.1.12.1 Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
- 32.1.12.2 It should not provide any price information like, unit price, tax percentage, tax amount, etc.

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**Commercial Bid**

- 32.1.13 Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per Annexure-10. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 32.1.14 The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
- 32.1.15 Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 32.1.16 Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 32.1.17 The bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.

**33 Costs & Currency**

The Offer must be made in Indian Rupees only as per Bill of Material (**Annexure-10**).

**34 Erasures or Alterations**

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

**35 Assumptions/Presumptions/Modifications**

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

**36 Preliminary Scrutiny**

- 36.1 The Bank will scrutinize the bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.

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36.2 Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical requirements and bidding document is submitted without any deviations.

**37 Clarification of Offers**

37.1 During the process of scrutiny, evaluation and comparison of offers, the Bank may at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable.

**37.2** The request for such clarifications and the bidder's response will necessarily be in writing and should respond to such requests seeking explanation through GeM portal within stipulated time as per Gem terms and conditions , if the bidder does not comply or respond by the date, their bid will be liable to be rejected. It is the responsibility of bidder to monitor the GeM portal every now and then in order to ascertain any exceptions are raised or clarifications are sought by bank post last date of bid submission. No separate intimation will be made by bank to the participated bidders for responding to the clarification sought. The Bank may at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to '**minor non-conformity**' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

**38 Evaluation of Bids**

38.1 Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard

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

38.3 **Technical Proposal:** The Technical Proposal submitted by the bidders will be evaluated based on documents submitted against this RFP and Bank will seek clarification, if required.

38.3.1 The technical proposal evaluation will be for technical evaluation parameters as per Annexure-2.

38.4 **Commercial Bid:** The Commercial Bid of only those bidders who qualified in Technical Proposal will be opened and will be evaluated.

**39 Responsibilities of the bidder**

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

39.1 The bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.

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



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

**40 Bidders Presentation /Site Visits / Product Demonstration/POC**

- 40.1 The Bank reserves the right to call for a presentation on the features and functionalities as a Part of Technical Proposal evaluation if required. This exercise will be undertaken before opening of the Commercial Bids (Indicative).
- 40.2 The Bank at its discretion may call for providing of Proof of Concept (PoC) of proposed systems at the site mutually agreed.
- 40.3 Bidders are further required to be in preparedness to demonstrate the proposed systems by arranging for product walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank. As a part of the technical evaluation the Bank may at its discretion, request either all bidders or any of them to arrange for the demonstration of their product more than once if felt necessary before commercial evaluation.
- 40.4 Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features and performance to the Bank at their own cost. The Bank may require onsite reference visit or a Telephonic conversation with the concerned.

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- 40.5 All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its Consultants, if any.
- 40.6 Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.
- 40.7 The presentation/document shared during the presentation/POC shall form the integral part of the offer made by the bidder and features mentioned therein should be delivered as part of the offer by the bidder at no extra cost to Bank, irrespective of the fact that such features are explicitly mentioned in the Bid or not.

**41 Normalization of Bids**

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

- 41.1.1 Incremental bid submission in part of the requested clarification by the Bank

OR

- 41.1.2 Revised submissions of the entire bid in the whole

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

**42 Proposal Ownership**

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

**43 Project Ownership**

- 43.1 If the bidder is offering solutions/products/services from other bidders/ principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties

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in respect of the ownership and also maintenance & support of all hardware and software related to Solution/Service which are relevant to this RFP.

- 43.2 Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.
- 43.3 The bidder also has to submit a certificate/Letter from OEM that the proposed services any other related software offered by the bidder to the Bank are correct, viable, technically feasible for implementation and it will work without any hassles.

**44 Acceptance of Offer**

- 44.1 The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 44.2 The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 44.3 The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 44.4 The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

**45 Project Execution**

The entire project needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The bidder shall submit a Weekly progress report to the Bank as per format, which will be made available to the selected bidder.

**46 Execution of Agreement**

- 46.1 Within 21 days from the date of acceptance of the Purchase Order or within 30 days from the date of issue of Purchase Order whichever is earlier, the selected bidder shall sign a stamped "Agreement" with the Bank at Guntur as per the format provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.
- 46.2 The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after bid evaluation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed original and the selected

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

46.3 The Integrity Pact Agreement submitted by the bidder during the bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

**47 Pricing & Payments:**

47.1 The price quoted in the price bid shall be valid for a period of 180 days

47.2 No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.

47.3 From the date of placing the order till the delivery of the system, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.

47.4 Bank can place multiple orders in phased manner under the 25% of the mentioned quantity in the RFP (as per the terms of the GeM) as and when required by the Bank with same prices quoted during the commercial/L1 finalization for a period of 180 days.

**48 Order Cancellation/Termination of Contract**

48.1 The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the **Bank** in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

48.1.1 Delay in delivery of services in the specified period.

48.1.2 Serious discrepancies noted in the inspection.

**48.1.3** Breaches in the terms and conditions of the Order.

48.2 The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

48.2.1 Non-submission of acceptance of purchase orders within 7 days of order.

48.2.2 Excessive delay in execution of order placed by the Bank.

48.2.3 The selected bidder commits a breach of any of the terms and conditions of the bid.

48.2.4 The bidder goes in to liquidation voluntarily or otherwise.

48.2.5 An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

48.2.6 The progress made by the selected bidder is found to be unsatisfactory.

48.2.7 If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

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- 48.2.8 If found blacklisted by any Govt. department/ PSU/ other banks etc., during the course of contract.
- 48.3 The Bank reserves the right to cancel the contract placed on the selected bidder without assigning any reason and without any payment, if 1% of the total quantity supplied (i.e., 15 systems) is found to be defected (i.e, the installed systems performance is not as per the satisfaction of the Bank, based on the Terms and conditions mentioned in this RFP).
- 48.4 Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.
- 48.5 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 48.6 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 security deposit, if any, under this contract.
- 48.7 In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

**49 General Terms**

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

**50 Roles & Responsibility during Project Implementation**

- 50.1 All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during contract period shall be provided by the selected bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- 50.2 The selected bidder shall take all steps to ensure safety of bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.
- 50.3 In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

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**51 Responsibilities of the selected bidder**

- 51.1 The selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during contract period.
- 51.2 The Bank will call for Audited Balance Sheet of the selected bidder at any point of time during contract period and the selected bidder shall provide the same.
- 51.3 The selected bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31<sup>st</sup> March and 30<sup>th</sup> September during contract **period**.

**52 Human Resource Requirement**

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

- 52.1 The selected bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
- 52.2 The selected bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The selected bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- 52.3 In case the performance of the selected bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the selected bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 52.4 No right to employment in the Bank shall accrue or arise to the employees or agents of the selected bidder, by virtue of engagement of employees, agents, etc. of the selected bidder for any assignment under this project. It is further clarified that the arrangement herein with the selected bidder is a contract for service.
- 52.5 The selected bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 52.6 The selected bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.

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**53 Scope of Facility Resource person**

Total Onsite resources: 2 (HO)

- 53.1 The bidder to Deploy Onsite Engineers as above who will be available from (9:30 AM to 6:30 PM) on all working days in the Head office who will be working with Bank's IT Team on day-to-day basis for hardware and software management.
- 53.2 If required the onsite resource should travel to the remote location for early restoration of systems and printers. Bank will not pay for any travel, food and accommodation for such visits. the vendor shall be responsible for all such costs.
- 53.3 The resources should be trained and certified on the hardware and the software solutions proposed by the bidder and should have minimum experience of 5 years in relevant field. Onsite engineer posted at HO should be Microsoft certified resource/OEM Certified.
- 53.4 The Onsite resources will be responsible for the complete end-to-end project management, installation, implementation, monitoring, CBS configuration, Printer configuration (Laser & Passbook printer), domain configuration, Adding printers in the domain,
- 53.5 The resource person must collaborate with other IT teams (Bank team/NOC/SOC/Audit teams) for integrated solutions and problem resolution.
- 53.6 Installing and testing the OS/ patches and upgrades as and when requested by the bank.
- 53.7 The Bidder shall be responsible for providing the timely resolution of the systems, printers, Operating System related issue raised by the Bank.
- 53.8 The bidder has to ensure the support from respective OEM for infrastructure provided to carry out the activity for expansion, upgrade and configuration of proposed solution during the period of contract without any extra cost to bank.
- 53.9 The bidder will also provide suitable on-site technical staff to supplement the efforts of the on-site support resources during emergencies / contingencies, which might impact the systems, systems and services, covered under this scope.
- 53.10 Resolving technical issues & lodge tickets with OEM, have follow-up for closing calls wherever necessary.
- 53.11 The Bank may also reduce/increase the manpower requirements during the project duration if workloads reduce/increases due to any reason for the period of 5 Years.
- 53.12 In case of absence of a support engineer, it is the responsibility of the Bidder to provide equivalent skilled resources onsite for the above-mentioned scope of work. Failure may attract penalties.
- 53.13 During the contract, the bidder and its employees shall at all the times comply with & abide by the security policy of the bank, as the same may be applicable to or in respect of the works and the provisions of the contract.

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- 53.14 Confidentiality of the network setup, configurations and all related details including the addressing scheme etc. shall not be disclosed by the vendor to any third parties or persons (except to bidder's own employees and that too only to those employees or representatives who need to know the same).
- 53.15 Depending on the sensitivity and criticality of the services or data provided, the Bank will consider commissioning or requesting a review of the bidder's internal control structure for ensuring that any confidential/restricted/internal information of the Bank is maintained securely. The vendor will assist and cooperate with the Bank auditors in a way as they are expected to assist and cooperate with their audit.
- 53.16 The Facility Management charges shall be paid by the bank in equal quarterly installments in arrears within thirty (30) days from the date submission of invoice after completion of respective period.
- 53.17 Bank at its discretion can terminate this contract in whole or as part thereof with the bidder and discontinue the same without citing any reason by giving 30 days' notice and applicable amount, on a pro-rata basis, for the service rendered shall be payable.
- 53.18 The engineers to be deputed will be interviewed by Bank officials prior to deputation. If not found as per Banks' requirement, Bank will not permit the deployment of such resource(s). Bidder should share Engineer's resume along with qualification details, relevant certification and work experience.
- 53.19 The deputed personnel should be prepared to work for extended hours in case of need.
- 53.20 The bidder needs to deploy manpower within 6 weeks from the date of Purchase Order for implementation, and deploy manpower at least 1 week before (planned) go-live for maintenance of the deployed infrastructure (warranty period).
- 53.21 The members of the on-site team should be provided with mobile phones by the vendor and the details like Name, Address (Inclusive of Residential Telephone Number (Residential), Mobile Number should be provided to the Bank.
- 53.22 Disability if any or suffering for any disease should be informed to the Bank in advance.
- 53.23 The Resource persons shall maintain an attendance register and the same should be sent monthly to the Bank.
- 53.24 The Resource persons shall not be changed without prior approval from the Bank and adequate notice (minimum 1 month). Any resigned resource of the on-site team should not be relieved before giving suitable replacement.
- 53.25 The absence of any resource must be complemented with an equally skilled resource.
- 53.26 If the engineer is found to be not qualified / suitable / his performance is not satisfactory, the vendor will have to replace the engineer within 45 days of written communication from the Bank regarding the same.



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- 53.27 The cost agreed upon for the resource will be fixed as per bill of material and purchase order will be issued based on the requirement of the bank. However, charges for onsite resources will be applicable from the date of acceptance/Project Sign off the solution of the bank.
- 53.28 Bank may take additional resource/s as per fixed price through this RFP process.
- 53.29 The Bidder has to provide complete support for end-to-end installation, implementation and maintenance of the proposed solution during the project tenure and bidder will be responsible for attending complaints during bank working hours or as per the working timings decided by the bank.
- 53.30 Support has to cover to solve day-to-day issue and any other issues to the bank as per SOW/SLA at no extra cost.
- 53.31 The bidder shall be responsible for providing the resolution of the issues and implementation of the same to resolve the issue. If the issue requires OEM's technical person's intervention, bidder has to take up suitability with the appropriate level at OEM and obtain the solution and implement it for the resolution of the issue.

**54 Responsibility for Completeness**

- 54.1 The selected bidder shall ensure that the service provided [Hardware/Software etc.] meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 54.2 The selected bidder shall deliver, install, configure the supplied service as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at selected bidder's cost as per accepted time schedules. The selected bidder is liable for penalties levied by Bank for any deviation in this regard. The selected bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.
- 54.3 The selected bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The selected bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

**55 Inspection of Records**

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

**56 Negligence**

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in

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default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

**57 Assignment**

57.1 The selected bidder shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.

57.2 If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the selected bidder under this RFP.

**58 Publicity**

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

**59 Insurance**

The Hardware to be supplied will be insured by the selected bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The selected bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till installation of the Solution. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of hardware.

**60 Guarantees**

The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

**61 Intellectual Property Rights**

61.1 Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.

61.2 In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement

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costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution/service.

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

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

**62 Confidentiality and Non-Disclosure**

62.1 The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-9.

62.2 No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

**63 Indemnity**

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

63.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;

63.1.2 Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;

63.2 The 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 law

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pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution/Service supplied by them.

- 63.2.1 All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 63.2.2 The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
- 63.2.3 All Employees engaged by the bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

**64 Force Majeure**

- 64.1 The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- 64.2 For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake, Pandemics, epidemics and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- 64.3 In the event of any such intervening Force Majeure, the bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within seven calendar days. Unless otherwise directed by the Bank, the bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 64.4 In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the bidder.

**65 Corrupt and Fraudulent Practices**

- 65.1 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:

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- 65.2 "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
- 65.3 "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.
- 65.4 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.
- 65.5 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.
- 65.6 The decision of Bank in determining the above aspects will be final and binding on the all the bidders. No bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its bid, from the time of bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 65.7 Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the bidder's bid and/or blacklisting the bidder. The bidder agrees not to hire, solicit or accept solicitation directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 65.8 The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for Solution/service by the Bank.

**66 Amendments to the Purchase Order**

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

**67 Amendments to the Agreement**

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

**68 Modification/Cancellation of RFP**

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

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**69 Social Media Policy**

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

**70 Right to audit:**

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

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(e.g., financial, internal control and security reviews) and findings made on selected bidder in conjunction with the services provided to the Bank.

**71 Resolution of Disputes**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there-in the specific disputes. In the event of parties failing to consent upon a single arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole arbitrator as provided under the Arbitration and Conciliation Act 1996. Place of Arbitration shall be at **GUNTUR**, which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.

**72 Legal Disputes and Jurisdiction of the court**

72.1 The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this GeM bid. 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.

72.2 All disputes and controversies between Bank and bidder shall be subject to the exclusive jurisdiction of the courts in Guntur and the parties agree to submit themselves to the jurisdiction of such court as this GeM bid/Contract agreement shall be governed by the laws of India.

73 Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the GeM bid and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

**74 Micro & Small Enterprises [MSEs]**

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines

**74.1 MSEs should provide proof of their being registered as MSE for the item under Tender/ GeM bid along with their offer, with any agency mentioned in the Notification, including:**

- 74.1.1 District Industries Centres or
- 74.1.2 Khadi Village Industries Commission or
- 74.1.3 Khadi & Village Industries Board or

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- 74.1.4 Coir Board or National Small Industries Corporation or
- 74.1.5 Directorate of Handicrafts & Handloom or
- 74.1.6 Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- 74.1.7 For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 74.1.8 Udyam Registration Certificate
- 74.2 MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 74.3 Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Andhra Pradesh Grameena Bank as per Annexure-19.
- 74.4 The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 74.5 The details are available on web site [dcmsme.gov.in](http://dcmsme.gov.in). Interested vendors are requested to go through the same for details.
- 75 Startup**
- 75.1 Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 75.2 As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 75.3 Further, the Startups are also exempted from submission of EMDs.
- 75.4 For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 75.5 Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the GeM bid, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Andhra Pradesh Grameena Bank as per Annexure-19.



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**76 Ministry of Electronics and Information Technology (MeitY):**

76.1 In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has issued revised Public Procurement (Preference to Make in India) Order 2019 for cyber security products vide reference File No.1(10)/2017-CLES dated 06/12/2019.

76.2 The bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.

**77 Andhra Pradesh Grameena Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.**

**77.1 INSPECTIONS AND TESTS:**

77.2 The Purchaser/Bank or its representative shall have the right to inspect and/ or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Bank.

77.3 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/ or at the final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

77.4 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

77.5 Factory inspection of the 'systems to be supplied to the Bank will be carried out at vendor's or principal's/manufacturer's factory site.

77.6 All reasonable facilities and assistance including access to drawings and production data should be provided to the Bank's officials and the consultants during inspection.

77.7 However, Bank will have the discretion to recover the costs related to travel and stay of its staff / testing agency if the equipment offered for inspection is not as per Bank's requirement or the test conditions are not complied with and repeat visits are necessitated.

77.8 The fees payable to inspecting agency for conducting pre dispatch inspection will be borne by the Bank.

**78 SUBMISSION OF PERFORMANCE BANK SECURITY:**

78.1 Within Twenty-One (21) days of the receipt of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the Performance Security (Bank Guarantee) for 5 % of the purchase order value including GST valid for 62 months in the format prescribed as per **Annexure-14**.

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- 78.2 If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (Plus GST) for each completed calendar week of delay or part thereof on the value of the order (Exclusive of Taxes) will be deducted from the payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (Plus GST) of the total order value (Exclusive of Taxes).
- 78.3 In case an occasion arises for the purchaser to invoke the BG, purchaser reserves the right to invoke any one or more of the BG anytime and also reserves the right to invoke the other guarantees at a later date.
- 78.4 The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Andhra Pradesh Grameena Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). Any bank guarantee submitted in physical mode, including Security Deposit / Performance Guarantee which cannot be verifiable through SFMS will be rejected summarily
- 78.5 Failure of the successful Bidder to comply with the requirement of accepting the purchase order/ executing Contract and/ or submitting Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which even the Purchaser may make the award to any other next lowest evaluated bidder at the price quoted by L1 bidder or any other price which cannot be more than L1 bidders price. In such an eventuality bank retains the right to call fresh bids under this RFP barring the defaulting bidder.

**79 Earnest Money Deposit (EMD):**

1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount as mentioned in the Bid Schedule/GeM by way of Demand Draft drawn on any Scheduled Commercial Bank in India in favour of Andhra Pradesh Grameena Bank, payable at Guntur.
2. In case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with additional claim period of 2 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per **Annexure 12**.
3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Andhra Pradesh Grameena Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per **Annexure 12**. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.
4. 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)

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

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5. Bidders are requested to clearly mention the Name of the Firm with RFP No. in the Narration field.
6. Non submission of EMD leads to rejection of Bid.
7. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the Commercial Proposals of the bidders qualified under Technical Proposal. The EMD of Technically Qualified bidders except the selected bidder will be returned within 30 days after opening the Commercial Proposals of the bidders qualified under Technical Proposal. The EMD of the selected bidder will be returned within 15 days after submission of Performance Security.
8. The EMD may be forfeited/ Bank Guarantee may be invoked
9. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
10. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

**80 Adoption of Integrity Pact**

- 80.1 The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- 80.2 Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 80.3 The bidder shall submit signed Pre Contract integrity pact as per Bank's format along with the bid. Those bids which are not containing the above are liable for rejection.
- 80.4 Foreign bidders to disclose the name and address of agents and representatives in India and Indian bidders to disclose their foreign principles or associates.
- 80.5 Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- 80.6 Integrity Pact in respect this contract would be operative from the stage of invitation of the bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 80.7 The Integrity Pact Agreement submitted by the bidder during the bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract.

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

80.9 Integrity pact shall be signed by the person who is authorized to sign the bid.

Andhra Pradesh Grameena Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

**General Manager-DIT**

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**Annexure-1**

**Scope of Work**

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

**SUB: Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty**

**Ref: GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025**

<b>Sl. No.</b>	<b>Broad Scope of Work</b>	<b>Compliance (Yes/No)</b>
<b>1.</b>	The selected bidder should maintain the system during onsite warranty period of 5 (Five) years. During the contract period, the selected bidder is bound to do all hardware spares replacement without extra cost to Bank covering all parts & labor from the date of acceptance of the systems by Andhra Pradesh Grameena Bank at the respective locations i.e. On-Site Comprehensive Warranty.	
<b>2.</b>	The selected bidder shall deliver Desktop Computers at the respective locations as per the Delivery Schedule on receipt of the Purchase Orders from the Bank.	
<b>3.</b>	For each location, the Bidder is expected to provide Desktop Computers with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc. The software version installed on Desktop Computers provided by the Bidder should be uniform.	
<b>4.</b>	The selected bidder will be the single point of contact to the Bank.	
<b>5.</b>	The configuration as per the technical and other specifications of the system must be functional and installed from the day one and compatible with Finacle, etc.	
<b>6.</b>	Hardware and Software installation and configuration for the entire set up to be handled by the qualified/experienced personnel only.	
<b>7.</b>	During installation if the bank requires any new Software/OS/Utility, vendor has to install without any cost where the licenses of the software are with the Bank.	
<b>8.</b>	All necessary cables and other accessories required for successful installation of the hardware items as per the Scope of Work to be supplied by the selected bidder and the cost of the same to be added along with the respective Hardware items.	
<b>9.</b>	The selected bidder has to supply all the Hardware & Software Items to the ordered locations as per the Technical Specifications mentioned in the <b>Annexure-2</b> .	
<b>10.</b>	The selected bidder shall be fully responsible for Delivery, Installation and Maintenance of the ordered Hardware & Software Items.	
<b>11.</b>	The selected bidder shall provide all other required equipment's and services if any, whether or not explicitly mentioned in this GeM bid, to ensure the	

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	successful installation and functioning of the Hardware Items ordered to the respective Branches/Offices.	
12.	All the items (Hardware & Software) of Desktop PCs would be covered under Comprehensive Warranty except plastic parts & consumables. If there is any gap between Bank's requirement and OEM Warranty/AMC then it will be the responsibility of the selected bidder to fill up the gap.	
13.	In case hard disk of System is to be replaced, Bank will degauss the Hard Disk. Only degaussed hard Disk will be returned to the successful Bidder after installation of new Hard Disk and required installation (including OS & Software).	
14.	The successful Bidder has to ensure the transferring of Data/Files/installed software from old Desktop Computers (if any) to the supplied Desktop Computer as required by the Bank. Data transfer shall be done through USB or LAN without any extra cost. The successful Bidder is also required to transfer user files to new Desktop Computers from old Desktop Computers in branch/office and after data transfer the old Desktop Computers should be formatted without any additional cost	
15.	<p>Bidder has to arrange for taking backup of existing Desktops for data migration from the existing machine to new machine in case of replacement of Desktops Computers. The following activity also to be completed by the Bidder while installation of the Desktops in the Branches / Offices :-</p> <ol style="list-style-type: none"> <li>Installation of MS Office (Wherever required).</li> <li>Making necessary configuration required for working of Finacle software and Biometric device installation and ensure functioning of CBS application.</li> <li>Joining with Bank's Active Directory and PC naming.</li> <li>Partition of Harddisk/SSD</li> <li>IE Settings, Printer settings, Email Configuration etc. to be done and the same will be provided to the bidder.</li> <li>Basic software's/applications</li> </ol> <p>The required software will be provided by the bank. Bidder has to update the OS patches also for entire contract period.</p>	
16.	Installation/reinstallation of Operating System after formatting of the Desktop Computers due to any reason whatsoever during warranty period shall be done by the bidder without any extra cost to the Bank. Before formatting, backup of data and restoration of data after OS installation is bidder's responsibility. After Installation/ or reinstallation bidder has to complete the activity and /or install the software mentioned in Scope of Work.	
17.	Bidder/OEM has to maintain the service centers in 26 Districts of AP and covering all Regional offices of our Bank as per the <b>Annexure-18</b> .	

**We comply with all above points without any deviations. We understand that non-compliance to any or all the points mentioned in Scope of Work may lead to disqualification from the GeM bid under technical evaluation.**

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

**Authorized signatory**  
**Name:**  
**Designation:**  
**Company seal:**

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**Annexure-2**

**Technical Requirements for Desktop Computers in Andhra Pradesh Grameena Bank**

**(Should be submitted on OEMs letter head with seal and signature of the authorized person)**

**SUB: Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty**

**Ref: GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025**

**Note:**

1. The bidder shall specifically mention the make and model of the items offered for all the requirements in terms of GeM Bid without fail, failing which the bid is liable for rejection.
2. If the bidder feels that certain features offered are superior to what has been specified by the Bank, it shall be highlighted separately. Information regarding any modification required in the proposed configuration to meet the intent of the specifications and state-of-the-art technology shall be provided. However, the Bank reserves the right to accept the modifications / superior features suggested/offered.
3. The bidder shall provide all other required equipment and services, whether or not explicitly mentioned in this GeM Bid, to ensure the intent of specification, completeness, operability, maintainability and upgradability.
4. The selected bidder shall own the responsibility to demonstrate that the products offered are as per the specification/performance stipulated in this GeM Bid and as committed by the bidder either at site or in bidder's work site without any extra cost to the Bank.

**Technical Specifications for Desktop Computers :**

Particulars	To be specified/quoted	Details of offered Product	Bidder's Response
Make (Commercial-Enterprise Model)	Must be specified and relevant brochure must be enclosed		
Model Name & No.	Must be specified		
CPU	Intel® Core™ i5- 14th Generation or equivalent or higher, Bidder should quote Processor with Minimum specification of "2.5 GHz frequency, 5.0 GHz Turbo frequency, 24 MB Cache, 14 Cores, 20 Threads".		
Monitor	21.5" display with resolution 1920 x 1080 or better with HDMI, DP & VGA port. 1 HDMI/DP cable has to be supplied or higher. And should be of Same OEM make and color		

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<b>Chipset</b>	Intel Q670 Chipset or equivalent or higher (compatible with processor)		
<b>Memory</b>	1*16 GB DDR5 RAM 4800 MTs/MHz expandable up to 64 GB with Min. 2 DIMM Slots or better		
<b>Mother Board</b>	OEM logo should be embossed on the mother board (Sticker is not acceptable) With Discrete (Hardware) TPM 2.0 on Motherboard		
<b>Graphics</b>	Integrated Intel® UHD Graphics or equivalent or higher		
<b>Processor Thermal Design Power (TDP)</b>	65 W or less		
<b>Bus architecture</b>	Min 1 PCI Express X16 Gen 4 Slot or higher  1 PCIe X 1 Slot, 2 M.2 Slot.		
<b>Hard Disk Drive</b>	512 GB M.2 PCIe NVMe SSD or better with Min. 2 M.2 Slots or better maximum support up to 1 TB		
<b>Security</b>	TPM 2.0 Security Chip (discrete)		
<b>Keyboard</b>	104 Keys (Windows & Linux Compatible) with Rupee symbol on keyboard. Should have 50 Million characters keystroke life with OEM make		
<b>Mouse</b>	Two button optical scroll Mouse of OEM Make with Mouse Pad		
<b>Networking facility</b>	10/100/1000 Mbps Integrated Ethernet card with remote booting facility, remote system installation, remote wake up compatible.		



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<b>Ports &amp; Slots</b>	Min 8 or higher no. of USB ports with minimum 4 USB 3.0 or higher ports, 1 Type-C, 1 RJ45 Port, 1 Universal Audio jack, Minimum 2XSATA Connectors (6Gb/s) support & Min. 2 DIMM Slots. Display ports: 1 HDMI & 1 DP		
<b>Audio</b>	Integrated Internal speakers		
<b>Form Factor</b>	Micro Tower/Tower with 16 Ltrs to 21 Less		
<b>Operating System(OS)</b>	Genuine Microsoft Windows 11 Professional 64 bit (Version-22H2 or above) should be preinstalled/Preloaded in the Desktop PC from factory.		
<b>Certification</b>	OS Certifications- Win logo 11 OS, RoHS, CE, TCO-8.0, Energy star, EPEAT, BIS, BEE and EPR Certificate or better Certifications		
<b>ISO Certifications</b>	For OEM : ISO 9001, 14001, 27001		
<b>Power Supply</b>	Min of 180 W 90% Energy Efficiency or Higher		
<b>Accessories</b>	To be supplied with required accessories, connecting cables and power cable.		
<b>Warranty</b>	5 years Onsite comprehensive with Hard drive retention policy(		
<b>Other Technical Requirements</b>	OS installation/re-installation should be done by the successful bidder in case of any error/ correction/ corruption in OS without any extra cost to the bank(Bulk licenses not allowed)		
	Bank will inform the partition at the time of placing Purchase Order.		
	Bidder has to configure the backup of the drive in the nearest PC available at the branches/ Office		

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**Declaration:**

1. We hereby confirm that we have various certificates/bench mark testing standards for the items quoted to meet the intent of the GeM Bid.
2. We hereby confirm that we have back-to-back arrangements with third party hardware software for providing continuous and un-interrupted support to meet SLAs obligations as per GeM bid terms.
3. We hereby confirm that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our tender is liable to be rejected.

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

**Authorised signatory**  
**Name:**  
**Designation:**  
**Company seal:**

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**Annexure-3**

**Bidder's Profile**

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

**SUB: Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty.**

**Ref: GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025**

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

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

Date

Signature with seal  
Name:  
Designation:

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**Annexure-4**

**Bid Security Declaration**

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

To,

The General Manager  
Andhra Pradesh Grameena Bank,  
Head Office, IV Floor, Raghu Mansion,  
4/1 Brodipet,  
Guntur – 522 002

**SUB: Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty.**

**Ref: GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025 .**

Dear Sir

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

Place:  
Date:

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

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**Annexure-5**

**Pre-Qualification Criteria**

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

**SUB: Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty.**

**Ref: GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025**

**We have carefully gone through the contents of the above referred GeM bid and replies to pre-bid queries and amendments and furnish the following information relating to Pre-Qualification Criteria.**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Documents to be submitted for Compliance</b>	<b>Bidder's Response and Documents Submitted</b>
<b>1.</b>	Bidder company or firm should not be owned or controlled by any Director or employee (or relatives) of Andhra Pradesh Grameena Bank.	Self-declaration letter	
<b>2.</b>	The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership (LLP) company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 5 years from the date of issuance of RFP or supplying of Systems during last 5 years in India	Certificate of incorporation/certificate for commencement of business along with the copies of Memorandum and Articles of Association and full address of the registered office is to be submitted	
<b>3.</b>	The Bidder company or firm should have earned Net profit in at least two out of three preceding Financial Years and Operating profit in the other Financial Year as per the audited Financial Statements and should have a positive Net Worth. ( F.Y 2021-22 ,2022-23, & 2023-24)	Audited Financial Statements, B/S & P&L and also to be mentioned in Annexure-15.	
<b>4.</b>	The Bidder & OEM company or firm should have an average Turnover of ₹ 30 Crore or above during the immediate last 3 Financial Years in India ( F.Y 2021-22 ,2022-23, 2023-24)	Audited Financial Statements or audited report from chartered accountant. Turn over details are to be mentioned in <b>Annexure-15</b>	

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	<p><b>Relaxation only for MSE/ Start-up:</b></p> <p>The average annual turnover of the MSE/Start-up Bidder should be <b>Rs.10</b> crore or above in the three financial years in India (2021-22, 2022-23 &amp; 2023-24)</p>		
5.	<p>The bidder has to provide confirmation that any person/Partnership/LLP/Company including any subsidiary or holding company/proprietorship connected to bidder directly or indirectly has not participated in the bid process.</p>	<p>Letter of confirmation (self-certified letter signed by authorized official of the bidder)</p>	
6.	<p>Bidder shall be the Original Equipment Manufacturer (OEM)/ Original Software Owner (OSO)/ Original Software Developer (OSD) of Solution.</p> <p>(OR)</p> <p>An authorized dealer/distributor</p>	<p>If the applicant is OEM, an Undertaking Letter has to submitted in this effect. (OR) If the bidder is an authorised dealer/ distributor, an authorisation letter from their OEM/ OSO/ OSD to deal/market their product in India and it should be valid for entire contract period from the date of submission of the bid.(Annexure-8 with ink signed MAF by OEM)</p>	
7.	<p>The bidder should have positive Net Worth as on 31/03/2024.</p>	<p>The bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p>	
8.	<p>Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking /PSU/ State or Central Government or their agencies/ departments on the date of submission of this RFP.</p>	<p>A self-declaration letter by the bidder on the Company's letter head should be submitted to this effect.</p>	
9.	<p>The Bidder (including its OEM, if any) should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office Memorandum-F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry</p>	<p>A declaration stating "We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2)</p>	

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	<p>of Finance). Bidder from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. a natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	<p>dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP" to be submitted on Company's letter head.</p> <p>ii. Bidder and OEM both have to submit an undertaking as per the format attached in <b>Annexure-16, 17.</b></p>	
<b>10</b>	<p>Authorization Certificate</p> <p>Whether the Bid is authenticated by authorized person?</p>	<p>Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Conformity to Eligibility Criteria(<b>Annexure-6</b>)</p>	
<b>12</b>	<p>The bidder must have supplied minimum <b>3000</b> Desktops/PCs of to any organization under Scheduled commercial Banks/Regional Rural Banks/ Central or State Governments in India during last 3 financial Year (2022-23, 2023-24 and 2024-25)</p> <p><b>Relaxation only for MSE/ Start-up:</b></p> <p>The bidder must have supplied minimum <b>1500</b> Desktops/PCs of to any organization under Scheduled commercial Banks/Regional Rural Banks/ in India during last 3 financial Year (2022-23, 2023-24 and 2024-25)</p> <p style="text-align: center;"><b>&amp;</b></p>	<p>Xerox copies of purchase orders or certificates from Bank/PSUs where hardware has been delivered and are also to be mentioned in <b>Annexure-15.</b> Along with <b>satisfactorily</b> letters.</p> <p>Alternate to submitting Xerox copies of POs, Bidders can submit Certificate from Banks /PSUs that the vendor has supplied required quantity of Desktop Computers to them with year-wise/PO-wise details.</p> <p>In case of multiple POs of same organization, bidder has to submit letter from organization and clearly mention the year and quantity.</p>	



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	The OEM/BIDDER should have supplied and supported at least <b>1500</b> Desktops/PCs of proposed hardware to Banks/ Central or State Governments during last three years (2022-23, 2023-24 and 2024-25).	Bidder who is submitting the bid proposals, shall submit POs issued on their Company only	
<b>13</b>	Service Centers: i) The OEM/Bidder should have Service/ support facilities of Bank's operational area of service which is provided in Annexure-18	Proof of the same (authorized by OEM) is to be enclosed. Service centre details are to be submitted in <b>ANNEXURE-18</b> with address and contact details	
<b>14</b>	The Bidder must provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the vendor.	Letter of confirmation (OEM letter head & self-certified letter)	

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

Date

Signature with seal

Name:

Designation:

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**Annexure-6**

**LETTER OF AUTHORISATION TO BID**

To,  
The General Manager  
Andhra Pradesh Grameena Bank,  
Head Office,  
IV Floor, Raghu Mansion, 4/1 Brodipet,  
Guntur – 522002

Dear Sir,

SUB: Authorization Letter for submitting bid documents.

REF: **GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025**

This has reference to your above RFP for Supply, Installation, Commissioning and Maintenance of ..... with Five Years warranty Period, Mr/Mrs/Miss \_\_\_\_\_ is hereby authorised to submit the bid documents, to submit on-line bid, to participate in reverse auction and to sign the contract on behalf of our organization for all the systems/ goods required by the bank as called vide the bank's request for proposal vide **GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025** on behalf of our organization. We confirm that the person so authorized above has digital signatures **(with encryption feature) issued in the name of company** and confirm that all the prices quoted in on-line-sealed bid or in reverse auction by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed.

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

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

The specimen signature is attested below:

\_\_\_\_\_

Specimen Signature of Representative

\_\_\_\_\_

Signature of Authorizing Authority

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

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

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**Annexure-7**

**Escalation Matrix**

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

**SUB: Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty.**

**Ref: GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025**

**Name of the Bidder Firm:**

**Delivery Related Issues:**

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

**Service Related Issues:**

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second level contact (If response not received in 4 Hours)					
c.		Regional/Zonal Head (If response not received in 12 Hours)					
d.		Country Head (If response not received in 24 Hours)					

**Any change in designation, substitution will be informed by us immediately. Further service centers will be mandatorily covered all locations of the Bank**

Date

Signature with seal

Name :

Designation :

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**Annexure-8**

**Manufacturer Authorization Form**

[Note: This Format Letter should be on the letterhead of the OEM/OSO/OSD concern and should be ink signed by an Authorized Signatory of the OEM/OSO/OSD]

No. \_\_\_\_\_ dated \_\_\_\_\_

The General Manager  
Andhra Pradesh Grameena Bank,  
Head Office,  
IV Floor, Raghu Mansion, 4/1 Brodipet,  
Guntur – 522002

Dear Sir,

**SUB: Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty.**

**Ref: GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025**

We \_\_\_\_\_ who are established and reputed manufacturers of \_\_\_\_\_ having factories/development facilities at 1) \_\_\_\_\_ and 2) \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We (Manufacturer) hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the **1500 No of Systems**, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates and ensure availability of spares including processors for our products for during the contract period from the date of installation.

We (Manufacturer) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided by M/s ..... for all the products quoted for and supplied to the bank during the Contract period. In case this is not considered while quoting and in the event M/s ..... fail in their obligations to provide the updates within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and updates and any new Operating Software releases at the bank's premises.

We also confirm that the proposed hardware offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the hardware will work without any hassles in all the locations. We also confirm that all the equipment offered are not "End of Life" during the next three Year and "End of Support" for the contract period.

We hereby commit to the tender terms and conditions and will not withdraw our commitments during the process and or during the period of contract.

Yours faithfully  
(Name)  
For and on behalf of M/s

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**Annexure-9**

**NON-DISCLOSURE AGREEMENT**

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

**SUB: Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty.**

**Ref: GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025**

THIS AGREEMENT (the "**Agreement**") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 by \_\_\_\_\_ and between; Andhra Pradesh Grameena Bank, a body corporate constitute under the Regional Rural Bank Act 1976 having its Head Office at Guntur represented by ..... herein (hereinafter called **Disclosing Party or the "Bank"**), and with \_\_\_\_\_ and having address at \_\_\_\_\_ (the "**Recipient**" or the "**Receiving Party**" or the "**Company**").

The Bank is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Company the Confidential Information on a strictly confidential basis for the purpose of (mention the purpose for which the information is required to be shared/allowed to be accessed). During the said process; the Bank may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Definition of Confidential Information.**

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is confidential or proprietary to the Bank and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Customer name and other information related to customers
- (ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (iii) Plans for products or services, and customer or supplier lists;
- (iv) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- (vi) Any other information that should reasonably be recognized as confidential information of the Bank. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

The Company acknowledges that the Confidential Information is proprietary to the Bank, has been developed and obtained through great efforts by the Bank and that Bank regards all of its Confidential Information as trade secrets.

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b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which;

- (i) Was known to the Company prior to receiving the Confidential Information from the Bank;
- (ii) Becomes rightfully known to the Company from a third-party source not known (after diligent inquiry) by the Company to be under an obligation to Bank to maintain confidentiality;
- (iii) Is or becomes publicly available through no fault of the Company;
- (iv) Is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
- (v) Is or has been independently developed by employees, consultants or agents of the Company without violation of the terms of this Agreement or reference or access to any Confidential Information.

## **2. Disclosure of Confidential Information.**

From time to time, the Bank may disclose Confidential Information to the Company. The Company will:

- (i) along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Bank as evidenced in writing
- (ii) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (iii) prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for the contemplated purpose;
- (iv) along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this Agreement.
- (v) and not disclose any Confidential Information received by it to any third parties.
- (vi) be solely responsible for any breach of the terms of this Agreement by any of its Representatives or the Sub-Contractors and any act or omission by any of its Representatives or the Sub-Contractors which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives or the Sub-Contractors from unauthorized disclosure or use of the Confidential Information and that Company acknowledges and agree that Bank shall have right to all its legal remedies directly against Company as if such breach is made by the Company itself without proceeding at the first instance against Representatives or the Sub-Contractors.

## **3. Use of Confidential Information.**

The Company agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Bank. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Company hereunder. Title to the Confidential Information will remain solely with the Bank. All use of Confidential Information by the Company shall be for the benefit of the Bank and any modifications and improvements thereof by the Company shall be the sole property of the Bank.

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**4. Compelled Disclosure of Confidential Information.**

Notwithstanding anything in the foregoing to the contrary, the Company may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Company promptly notifies, to the extent practicable, the Bank in writing of such demand for disclosure so that the Bank, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Company agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Bank with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Bank is unable to obtain or does not seek a protective order and the Company is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

**5. Term.**

This Agreement shall remain in effect for \*(duration of the Original Agreement plus 10 years) (subject to a one-year extension if the parties are still discussing and considering the Transaction at the end of the fifth year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

**6. Remedies.**

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the Bank shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Bank shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Bank including loss of business opportunity, costs of business interruption its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

**7. Return of Confidential Information.**

Company shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Bank may so request. Alternatively, the Company, with the written consent of the Bank may (or in the case of Notes, at the Company's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Company supervising the destruction.

**8. Notice of Breach.**

The Company shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other breach of this

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Agreement by the Company or its Representatives, and will cooperate with efforts by the Bank to help the Bank regain possession of Confidential Information and prevent its further unauthorized use.

**9. No Binding Agreement for Transaction.**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be complementary/supplementary to the provisions of this Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.

**10. Warranty.**

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Bank. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

**11. Effective Date of the Agreement:**

This Agreement shall be effective upon its execution by both the parties.

**12. Miscellaneous.**

- a) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of (state), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.
- c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- e) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above.



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- f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party. And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- g) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
- h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

<b>SIGNED for and on behalf of:- (Bank)</b>	<b>SIGNED for and on behalf of :- (Company)</b>
Signature: Name:	Signature: Name:
Title: (Authorized Signatory)	Title: (Authorized Signatory)
<u>Witness:</u> Signature: Name:	<u>Witness:</u> Signature: Name:

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**Annexure-10**

**Bill of Material**

**SUB: Supply, Installation and Maintenance of 1500 No of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty.**

**Ref: GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025.**

**Notes**

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

**Price details of systems**

**[Amount in Rs.]**

Sl. No.	Requirement Details	Qty	Unit Price (Excl. of GST)	Total Price (Excl of GST)	GST %	Total Cost (Incl. of GST)
		A	B	C=A*B	D	E=C+D
1.	Cost of System as per Annexure-1 and Annexure-2, with 5 years warranty	1500				
2.	Resource persons per Year (commercials quoted will be Valid for 1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> year)	2				
3.	Resource persons per Year (commercials quoted will be Valid for 4 <sup>th</sup> and 5 <sup>th</sup> Year)	2				
<b>Total Price (1+2)</b>						

**Declaration**

- i. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- ii. We confirm that we have gone through GeM bid clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- iii. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- iv. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- v. We are agreeable to the payment schedule as per "Payment Terms" of the GeM bid.
- vi. Price of the System is valid for 180 days after issuance of Fist Purchase order/as per terms of GeM.

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

**Authorized signatory**  
**Name:**  
**Designation:**  
**Company seal:**

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(A Government undertaking sponsored by Union Bank of India)  
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**Annexure-11**

**Undertaking of Authenticity**

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

**SUB: Supply, Installation and Maintenance of 1500 No of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty.**

**Ref: GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025.**

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

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

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

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

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

Date

Signature with seal

Name :

Designation :

**ANDHRA PRADESH GRAMEENA BANK**  
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Head Office :: Guntur

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**Annexure-12**

**Bank Guarantee Format for Earnest Money Deposit**

To: The General Manager,  
Andhra Pradesh Grameena Bank,  
Head Office,  
IV Floor, Raghu Mansion, 4/1 Brodipet,  
Guntur – 522 002

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2025.

(SIGNATURE & SEAL OF THE BANK)

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

Name of the Bank: Andhra Pradesh Grameena Bank

Name of the Branch: HEAD OFFICE

IFSC Code: UBIN0CG7999



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Rs.....(Rupees ..... only) exclusive of GST (herein after called "the Contract Price").

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

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP/ Amendments/ Sanction Order/ Contract referred to.

The RFP Document/ Bid No.....dated .....as amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes

- a) The Bid Form and the Price Schedule submitted by the Bidder.
- b) The Bill of Material.
- c) The Technical & Functional Specifications;
- d) The Terms and Conditions of the Contract;
- e) The Purchaser's Letter of Intent/Notification of Award;
- f) Schedule of Dates, Amounts etc.,
- g) Pre-Contract Integrity Pact;
- h) All pre bid clarifications/mail communications shared with the bidder during the processing of this bid.

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

**1. SCOPE OF WORK:**

As per the requirement of the Bank.

**2. GENERAL CONDITIONS TO CONTRACT:**

- 2.1. Either party shall not assign any rights or obligations herein without obtaining the prior consent of the other Party.
- 2.2. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 2.3. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 2.4. All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 2.5. If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by

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law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.

2.6. If during the term of Contract, the performance in whole or in part by either Party [BANK/VENDOR/ SERVICE PROVIDER] of any obligations under the Contract is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall be entitled to terminate this Contract nor have any claim for damages against the other by reason only of such non-performance or delay in performance.

2.7. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.

2.8. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.

2.9. Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy. Non-disclosure Contract (NDA) will have to be executed with the BANK as per the format prescribed by the Bank.

2.10. RFP ..... dated .....along with clarifications & amendments issued shall form integral part and parcel of this CONTRACT.

**3. SECURITY DEPOSIT / PERFORMANCE OF BANK GUARANTEE:**

As specified in the RFP.

**4. VALIDITY OF THE CONTRACT:**

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

**5. DELIVERY:**

As specified in the RFP

**6. WARRANTY**

As specified in the RFP

**7. PAYMENT TERMS:**

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As specified in the RFP.

**8. ASSIGNMENT:**

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

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

**9. SUB-CONTRACTING:**

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

**10. INSURANCE:**

The insurance shall be for an amount equal to 110% of the CIF value of the goods delivered at the respective delivery locations covering all risks (Fire, burglary, SRCC, natural calamities such as earth quake, flood etc.) for a period covering minimum 4 months from the date of delivery at the location. It shall be at the cost & responsibility of the supplier. It shall also be the responsibility of the supplier to adequately cover the transit risks for the hardware till they are delivered at the original or their relocation destinations. Insurance Policy is to be submitted to the bank along with Invoice

**11. PERFORMANCE SECURITY**

**5% of the total Contract Price should be provided for the period of contract (i.e., 5 years) with 2 months' grace period i.e., 62 months should be submitted for making the payment of first installment**

**TECHNICAL SPECIFICATIONS:** As per the Technical specifications mentioned in [Annexure-II](#) in Bid document.

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

12.1. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

- 12.1.1. Delay in delivery beyond the specified period for delivery.
- 12.1.2. Serious discrepancies noted in the items delivered.
- 12.1.3. Breaches in the terms and conditions of the Order.

12.2. The Bank reserves the right to cancel the contract placed on the Vendor/Service Provider and recover expenditure incurred by the Bank on the following circumstances:

- 12.2.1. Non submission of acceptance of order within 7 days of order.
- 12.2.2. Excessive delay in execution of order placed by the Bank.
- 12.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.



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- 12.2.4. The bidder goes in to liquidation voluntarily or otherwise.
- 12.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 12.2.6. The progress made by the selected bidder is found to be unsatisfactory.
- 12.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 12.2.8. If found blacklisted by any Govt. department/ PSU/ other banks etc., during the course of contract.
- 12.3. The Bank reserves the right to cancel the contract placed on the selected bidder without assigning any reason and without any payment, if 1% of the total quantity supplied (i.e., 15 systems) is found to be defected (i.e., the installed Systems performance is not as per the satisfaction of the Bank, based on the Terms and conditions mentioned in this RFP).
- 12.4. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services without assigning any reasons.
- 12.5. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.
- 12.6. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 12.7. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 12.8. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

**13. AMENDMENTS TO CONTRACT:**

Once Contract is executed by the VENDOR/ SERVICE PROVIDER, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless mutually agreed and reduced into writing by both the parties.

**14. INTELLECTUAL PROPERTY RIGHTS:**

- 14.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/

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SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.

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

- [a] Procure for BANK the right to continue to use such deliverables;
- [b] Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or
- [c] If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring equivalent equipment in addition to the penalties levied by BANK. However, BANK shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution.

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

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

**15. INDEMNITY:**

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

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

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

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

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

15.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

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

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

16.1. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information. VENDOR/ SERVICE PROVIDER shall furnish an undertaking in the prescribed format.

16.2. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.

16.3. Provided that the Confidentiality Clause may not be applied to the data or information which;

- a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
- b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
- c) Is required by law or regulatory compliance to disclose to any third person.
- d) Is explicitly approved for release by written authorization of the Bank."

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

**17. FORCE MAJEURE:**

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

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

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

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

**18. SOCIAL MEDIA POLICY:**

18.1. No person of the Bank or the Vendor/Service Provider and third parties shall violate the Social Media Policy of the Bank.

18.2. The following acts on the part of personnel of the Bank or Vendor/Service Provider and third parties shall be construed as violation of Social Media Policy:

- (i) Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.
- (ii) Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social Media related systems and procedures.

**19. RIGHT TO AUDIT:**

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

19.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

19.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to such auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and

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security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER

**20. DISPUTE RESOLUTION MECHANISM:**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of Parties failing to consent upon a single Arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole Arbitrator as provided under the Arbitration and Conciliation Act, 1996. Place of Arbitration shall be Guntur, India which will be governed by Indian Arbitration and Conciliation Act, 1996. Proceedings of Arbitration shall be conducted in English language only.

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

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

**22. NOTICES:**

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

If to BANK:

Registered Office Address: .....,

The General Manager  
Andhra Pradesh Grameena Bank,  
IV Floor, Raghu Mansion, 4/1 Brodipet,  
Guntur – 522 002

Designated Contact Person: ..... (Designation)

Phone: .....

Email: [.....](#)

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. \_\_\_\_\_ (\_\_\_\_\_)

Phone: +91-\_\_\_\_\_

Email: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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(A Government undertaking sponsored by Union Bank of India)  
Head Office :: Guntur

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

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

In the presence of:

In the presence of:

Signature: 1:  
Name:  
Designation:

Signature: 1:  
Name:  
Designation:

Signature: 2:  
Name:  
Designation:

Signature: 2:  
Name:  
Designation:

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**Annexure-14**

**Proforma of Bank Guarantee for Contract Performance**

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

To

The General Manager  
Andhra Pradesh Grameena Bank,  
Head Office,  
IV Floor, Raghu Mansion, 4/1 Brodipet,  
Guntur – 522002

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

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

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

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

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

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

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

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Head Office :: Guntur

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

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

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

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

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

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

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any



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amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

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

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

Notwithstanding anything contained herein

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

For and on behalf of

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

**Name of the Bank: Andhra Pradesh Grameena Bank**

**Name of the Branch: Head Office DIT**

**IFSC Code: UBIN0CG7999**

**The Bank Guarantee has to be confirmed through SFMS by the issuing Bank branch.**

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Annexure-15

- I. **TURNOVER AND P&L DETAILS:** (Bidders have to submit Xerox copies of audited balance sheet/P&L).

(Amount in Rs.)

FY	Turnover	Profit and Loss
2021-22		
2022-23		
2023-24		

- II. **HARDWARE DELIVERED DETAILS:**  
(Bidders have to submit Xerox copies of POs as support documents for each item).

Details of 'systems' supplied to meet eligibility criteria:

Sl.No.	PO No and date	Order placed by (Bank/FI Name )	Qty.	Cumulative total

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Annexure- 16

Certificate regarding Tender for Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty.

Ref:

(to be provided on letter head by each OEM)

We MIs, OEM of , having model No , offered in this RFP, through our authorized Service provider, MIs Limited, hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt:23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is the details of Share Holding structure of our Company and our Parent Company:

OEM Name:

Registered Address of the OEM:

Shareholding structure of the OEM as on 31.03.2025		
%age of shares held	Name of holding Company/Individual	Registered Address of the share Individual holding company/Individual

OEM's Parent Company &/ Owner/Beneficial Owner Name:

Registered Address of the OEM's Parent Company:

Shareholding structure of the OEM's Parent Company as on 31.03.2025		
%age of shares held	Name of holding Company/Individual	Registered Address of the share Individual holding company/Individual

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take Legal action in accordance with the law.

Date:

Place:

Signature of Authorized Signatory of OEM

Name of Signatory:

Designation:

Seal of Company

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Annexure – 17

Certificate regarding Tender for Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years' comprehensive onsite warranty.

Ref:

(To be provided on letter head of Bidder)

We MIs, have directly participated in the captioned RFP and hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt: 23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is the details of Share Holding structure of our Company and our Parent Company:

Bidder Name:

Registered Address of the Bidder:

Shareholding structure of the Bidder as on 31.03.2025		
%age of shares held	Name of holding Company/Individual	Registered Address of the share Individual holding company/Individual

Bidder's Parent Company &/ Owner/Beneficial Owner Name:

Registered Address of the Bidder's Parent Company:

Shareholding structure of the Bidder's Parent Company as on 31.03.2025		
%age of shares held	Name of holding Company/Individual	Registered Address of the share Individual holding company/Individual

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the Law.

Date:

Place:

Signature of Authorized Signatory of Bidder

Name of Signatory:

Designation:

Seal of Company

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**ANNEXURE - 18**

**SERVICE SUPPORT FORM**

<b>Bidders Office details.</b>  (For single point contact from Head Office for any issues on delivery, service support etc.)	Contact person, Designation, Mobile	Address
1		
2		

	Bank Regional Offices' Locations	Location of Bidders Office/Service Centre nearest to the corresponding Bank's Regional Office. (Nearest service center not more than 20 KM)	Address	Name of Person In charge and Phone No	No. Of Qualified Support Engineers & their qualifications	Whether adequate trained Manpower, knowledge base & <b>stock of spares available for support</b>
1	Anakapalli					
2	Anantapur					
3	Chittoor					
4	Eluru					
5	Gudivada					
6	Guntur					
7	Kadapa					
8	Kadiri					
9	Kurnool					
10	Madanapalle					
11	Markapur					
12	Nandyal					
13	Narasaraopet					
14	Nellore					

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15	Ongole					
16	Parvathipuram					
17	Rajahmundry					
18	Rajampeta					
19	Srikakulam					
20	Tirupathi					
21	Vijayawada					
22	Vishakapatnam					
23	Vizianagaram					

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

Note: Above should be considered only Bidder/OEM should have more than 75% (i.,e at least 17 service centers which covers 17 Regional offices) of above mentioned service centre/franchise service centre in Andhra Pradesh.

Further, above mentioned clause should be accepted/rejected at the banks description.

[Signature of Authorised Signatory]

Name:

Designation:

Seal

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**ANNEXURE - 19**

**SELF-DECLARATION OF MSEs and STARTUPS**

**(TO BE PROVIDED ON LETTER HEAD)**

To  
The General Manager  
Andhra Pradesh Grameena Bank,  
Head Office,  
IV Floor, Raghu Mansion, 4/1 Brodipet,  
Guntur – 522 002, AP

SUB: Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty. Ref.: **GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025.**

Dear Sir,

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

[Signature of Authorised Signatory]

Name:

Designation:

Seal

Place:

Date:

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**Annexure - 20**

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC (IN CASE BIDDER  
SEEKING BENEFIT OF PP-LC)**

To

The General Manager,  
Andhra Pradesh Grameena Bank,  
Head Office  
IV Floor, Raghu Mansion, 4/1 Brodipet,  
Guntur – 522002, AP

SUB: Supply, Installation and Maintenance of 1500 No of Desktop PCs in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty.

Ref.: **GeM Bid ref. no. GEM/2025/B/ 6421424 dated 05/07/2025 .**

Dear Sir,

1. We, M/s (Name of Bidder) undertake that we meet the mandatory minimum Local content requirement of .....% specified in tender document for claiming purchase preference linked with local Contents under the Policy.
  
2. We, M/s(Name of Bidder) undertake that M/s. (Name of Manufacturer) meet the mandatory minimum Local content requirement of ..... % specified in tender document for claiming purchase preference linked with local Contents under the Policy.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:  
Designation:

Seal:

Note:

- (i) In case the bidder is a manufacturer, then the bidder has to submit undertaking as per SI. no. 1 and strike out sl. no. 2 above.
- (ii) In case bidder is not manufacturer, then the bidder has to submit undertaking as per SI. no. 2 and strike out sl. no. 1 above.



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**ANNEXURE-21**

**UNDERTAKING FOR APPLICABILITY OF PURCHASE PREFERENCE POLICY**

To  
The General Manager  
Andhra Pradesh Grameena Bank,  
Head Office,  
IV Floor, Raghu Mansion, 4/1 Brodipet,  
Guntur – 522 002, AP

SUB: Supply, Installation and Maintenance of 1500 Desktop PCs in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty

Ref.: **GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025.**

Dear Sir,

We, M/s \_\_\_\_\_ (Name of Bidder) hereby confirm that the following purchase preference to be considered:

Description	Preference
Purchase Preference under Public Procurement Policy for MSE, or	
Purchase Preference (linked with local content)	

Note:

- i. Please indicate your preference against only one policy.
- ii. The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- iii. In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.
- iv. In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders.
- v. The option once exercised cannot be modified subsequently.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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**Annexure 22**

**Format to Submit Pre-Bid Queries**

SUB: Supply, Installation and Maintenance of Desktop Computers in Andhra Pradesh Grameena Bank for 5 years comprehensive onsite warranty.

Ref.: **GeM Bid ref. no. GEM/2025/B/6421424 dated 05/07/2025 .**

#	Annexure	Page #	Clause No.	Existing Clause	Query / Suggestions

**Note:**

1. Pre-Bid queries shall be submitted strictly as per the format above to [infra@apgb.bank](mailto:infra@apgb.bank) as per the schedule mentioned in the Bid Control Sheet.
2. The Email Subject Shall be **“Pre-Bid Queries for RFP No GEM/2025/B/6421424 dated 05/07/2025”**
3. Queries received after the scheduled date and time shall not be considered.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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**Annexure 23**

**Pre-Contract Integrity Pact**

**(This has to be submitted in the non-judicial Stamp Paper of INR 200)**

**1. GENERAL**

**1.1.** This pre-bid contract Agreement (herein after called the Integrity Pact) is made on\_\_\_\_\_ day of the month 20\_\_\_\_, between, the Andhra Pradesh Grameena Bank, a body corporate constituted under RRB Act 1976 having its Head office at IV Floor, Raghu Mansion, 4/1 Brodipet, Guntur 522002, with branches spread over 26 districts of A.P (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri\_\_\_\_\_, General Manager, DIT, HO, Guntur 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

**1.2.** WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

**1.3.** WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under RRB Act 1976.

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

**2.** NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

**2.1.** Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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**2.2.** Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

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

**3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following: -

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

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

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

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third

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party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the BUYER.
- 4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## **5. PREVIOUS TRANSGRESSION**

- 5.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact

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with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

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

- 6.1.** Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.
- 6.2.** The Earnest Money/Security Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.
- 6.3.** In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4.** No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

**7. SANCTIONS FOR VIOLATIONS**

- 7.1.** Any breach of the provisions herein contained by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.
  - ii. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  - iv. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER/CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

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

## **8. FALL CLAUSE**

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

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the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

**9. INDEPENDENT EXTERNAL MONITORS**

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

**10. FACILITATION OF INVESTIGATION**

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

**11. LAW AND PLACE OF JURISDICTION**

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



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**12. OTHER LEGAL ACTIONS**

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

**13. VALIDITY**

**13.1.** The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

**14.** The parties hereby sign this Integrity Pact at ..... on .....

<b>Signed, Sealed and Delivered for “Andhra Pradesh Grameena Bank” By it's constituted Authority</b>	<b>Signed, Sealed and Delivered for M/s _____ by it's constituted Authority</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
<b>Company Seal</b>	<b>Company Seal</b>
<b>Witness I</b>	<b>Witness II</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____

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Company: _____	Company: _____
Date: _____	Date: _____

\*\*\*\*\*End of the ATC\*\*\*\*\*