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

**for**

**“Supply, Installation, Implementation and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank”**

**RFP Ref. No.: GEM/2023/B/4251900 dated 24/11/2023**

**GEM BID No: GEM/2023/B/4251900**

**Issued by: Andhra Pragathi Grameena Bank,**

Department of Information Technology,

Head Office, II Floor,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, Andhra Pradesh

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**BID SCHEDULE & ABBREVIATIONS**

**BID SCHEDULE**

| **Sl. No.** | **Description** | **Details** |
| --- | --- | --- |
|  | **RFP No. and Date**  | GEM/2023/B/4251900dated 24/11/2023 |
|  | **Name of the Wing**  | Department of Information Technology  |
|  | **Brief Description of the RFP**  | Supply, Installation, Implementation and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank |
|  | **Bank’s Address for Communication** | The General Manager Andhra Pragathi Grameena Bank, Head Office, II Floor,Department of Information Technology,Beside Mariyapuram Church, Akkayapalle,KADAPA-516 003YSR Kadapa Dist, AP |
|  | **Date of Issue of RFP** | As per GeM Bid Document |
|  | **Earnest Money Deposit (Refundable)** | As per GeM Bid Document |
|  | **Performance Bank Guarantee/Bid Security** | As per GeM Bid Document |
|  | **Last Date, Time Submission of Bids**  | Bid End Date/Time as per GeM Bid Document |
|  | **Date, Time & Venue for opening of Part A – Technical Proposals.** | Bid Opening Date/Time as per GeM Bid DocumentVenue: Andhra Pragathi Grameena Bank, Head Office, II Floor,Department of Information Technology,Beside Mariyapuram Church, Akkayapalle,KADAPA-516 003,YSR Kadapa Dist, AP |
|  | **Date, Time & Venue for opening of Part B - Commercial Proposals** | Will be intimated at a later date for technically qualified bidders. |
|  | **Pre-bid Queries Submission Date & Time** | 1. Pre bid queries should be submitted as per **Annexure 12**.
2. Pre-bid Queries should be sent to E-mail hodit\_hw@apgb.in and must reach us on or before 28/11/2023, 5.00 PM. Subject of the email should be given as “**Pre Bid Queries for** GEM/2023/B/4251900dated 24/11/2023”. **Queries reaching afterwards will not be entertained.**
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|  | **Other Details**  | 1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be shared with all the bidders.
2. No suggestions or queries shall be entertained after pre-bid meeting.
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|  | This document can be downloaded from following website https://www.apgb.in/tender1.php & https://gem.gov.in/. Any Amendments, Modifications, Pre Bid Replies, Clarifications & any communication etc. will be uploaded in the Bank’s website (i.e. https://www.apgb.in/tender1.php & https://gem.gov.in/). No individual communication will be sent to the individual bidders. |

**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 Pragathi 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 Pragathi 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 Pragathi 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 Pragathi 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 Pragathi Grameena 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.in) 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 Pragathi Grameena Bank should not be reused or copied or used either partially or fully in any form.

Andhra Pragathi 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 Pragathi 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 Pragathi Grameena Bank shall be final, conclusive and binding on all the parties.

# SECTION A - INTRODUCTION

# About Andhra Pragathi Grameena Bank

Andhra Pragathi Grameena Bank is a Regional Rural Bank having 551 branches network in Anantapuramu, Annamaiah, Bapatla, YSR Kadapa, Kurnool, Nandyal, SPSR Nellore, Prakasam, Sri Satya Sai and Balaji districts of A.P. Andhra Pragathi Grameena Bank Head office is located at Door. No,27/2, P.B. No 65, Head Office, Andhra Pragathi Grameena Bank, Near Mariyapuram Church, Akkayapalli, Kadapa, Andhra Pradesh, 516003.

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.

1. Definitions
	1. ‘Bank’ means unless excluded by and repugnant to context or the meaning thereof, shall mean ‘Andhra Pragathi Grameena Bank, described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
	2. ‘GeM’ means Government e-Marketplace wherein the whole bidding process shall be conducted online.
	3. ‘RFP’ means Request for Proposal for “Supply, Installation, Implementation and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank”.
	4. “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer including written reply or submission of response to this RFP to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
	5. “Bidder (including the term ‘tenderer’, ‘consultant’ or ‘Service Provider’) means an eligible entity/firm or company, participating in a procurement process with the Procuring Entity and submitting the Bid in response to this RFP.
	6. ‘Contract’ means the agreement signed by successful bidder and the Bank including all attachments and annexures thereto and all documents incorporated by reference therein, at the conclusion of bidding process, wherever required.
	7. ‘Successful Bidder’/ ‘L1 bidder’ will be the L1 bidder in totality after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP, etc.
	8. “Vendor/Service Provider” is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
	9. “The Contract Price/Project Cost” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
	10. “Services” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of the Vendor covered under this RFP.
	11. “Solution Provider” means the Vendor Selected by the Bank for Supply, Installation, Implementation and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.
	12. “Product” means all the hardware, it’s all components, peripheral apparatus, associated software/ firmware/ operating software, Software Agent(s).
	13. “The Project” means Supply, Installation, Implementation and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.
	14. “The Project Site” means locations where services as desired in this RFP document are to be provided.
	15. “ATS” means Annual Technical Support Services required especially for smooth functioning of Loan Recovery App in Andhra Pragathi Grameena Bank without interruption.
	16. “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
	17. “Documentation” will describe in detail and in a completely self-contained manner how the User may access and use the Loan Recovery App such that any reader of the Documentation can access, use and maintain all of the functionalities of the Managed Services(Service), without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.
	18. “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights &moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
2. About RFP
	1. The Bank intends to float RFP for Supply, Installation, Implementation and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank for 5 years. In this connection, Bank invites proposal in GeM portal for Supply, Installation, Implementation and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank for 5 years as per the terms & conditions, technical requirements and scope of work described elsewhere in this document.
	2. 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 Pragathi Grameena Bank if any, as an end result of this RFP process.

# Objective

* 1. Bank proposes to select a bidder for Supply, Installation, Implementation and Maintenance of Loan Recovery App
	2. The main purpose of Loan Recovery App is to provide the information to the field staff/agents on hand and to make everyday tasks easier.

# Participation methodology

* 1. In this RFP either the authorized bidder on behalf of the Principal or Principal itself can bid but both cannot bid simultaneously. If participated, the bids of Principal and the authorized bidder/s are liable for rejection.
	2. If a bidder bids on behalf of the Principal, the same bidder shall not submit a bid on behalf of another Principal in this RFP.
	3. If any product of Principal is being quoted in this RFP, the Principal cannot bid for any other Principal’s product. If participated, the bids of Principal and the authorized bidder/s are liable for rejection.
	4. In the event of the bidder being not able to perform the obligations as per the provisions of the contract, the Principal should assume complete responsibility on behalf of the bidder for providing end-to-end services 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.

## **Requirement Details**

Bank invites online proposal/offers in GeM portal from prospective bidders for Supply, Installation, Implementation and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank for 5 years as per the terms & conditions and scope of work described elsewhere in this document. This tender consists of requirement as given below:

|  |  |  |
| --- | --- | --- |
| **#** | **Description of Activity** | **Duration** |
| **1** | Supply, Installation, Implementation and Maintenance of Loan Recovery App in Andhra Pragathi Bank as per Scope of Work and Technical Requirements  | **5 Years** |

* 1. The term of contract will be for a period of 5 years (five years) with annual review at the sole discretion of the bank and the performance of the bidder during the contract period.

## **Scope of Work**

* 1. As given in Annexure 6 of this document.
	2. The Broader Scope of work shall include but not be limited as mentioned in Annexure-6. Bidder has to confirm compliance to the Scope of Work as mentioned in Annexure-6. The bidders are required to go through the complete RFP document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.
	3. For smooth completion of project, the bidder should identify one or two of its representatives as primary point of contact for the Bank.

## Pre-Qualification Criteria:

* 1. Interested bidders, who are capable for Supply, Installation, Implementation and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank for 5 years and meet the Pre-Qualification Criteria as per Annexure-2, may respond.
	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.
	3. Andhra Pragathi Grameena Bank, reserves the right to verify/evaluate the claims made by the bidder independently and seek further clarifications without any limitation for verification/evaluation of claims. Any deliberate misrepresentation will entail rejection of the offer.

## Delivery, installation, integration, commissioning and maintenance

Bank shall provide the address and contact details for Supply, Installation, Implementation and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank for 5 years while placing the order.

## **Project Timelines**

* + 1. Supply, Installation and Implementation of the Solution should be completed within six (6) weeks from the date of acceptance of the Purchase Order or within seven (7) weeks from the date of issue of Purchase Order whichever is earlier.
		2. T denotes the date of acceptance of Purchase Order by the Bidder.
		3. The entire scope has to be completed with timelines defined in the table below:

|  |  |
| --- | --- |
| **Timelines** | **T+6 Week** |

* + 1. **(UAT and DC & DR Installation):** The selected bidder has to ensure delivery, installation, configuration, integration of solution at DC & DR and complete User Acceptance Test (UAT) within four (4) weeks from the date of acceptance of Purchase Order or within five (5) weeks from the date of the issue of the Purchase order whichever is earlier.
		2. **(Go Live):** The selected bidder has to complete the implementation of the modules defined in functional requirement in DC & DR and shall commence the roll out of the entire solution integrating other solutions and products and complete the same within six (6) weeks from the date of acceptance of the Purchase Order or seven (7) weeks from the date of issue of purchase order whichever is earlier.
		3. All the licenses required for implementing the Loan Recovery App in Andhra Pragathi Grameena Bank should be delivered to the Bank before Go Live. Renewal support/subscription and support/ATS of licenses should be provided on the due dates during the contract period.
	1. 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 solution is to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However, if the solution is already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The support should be applicable to the altered locations also.
	2. The Installation will be deemed as incomplete if any component of the Solution 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 incomplete and system(s) will not be accepted. The installation will be accepted only after complete commissioning of Solution.
	3. The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of solution to different locations and the selected bidder is required to make the arrangements for delivery of solution to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the selected bidder, if required.
	4. Commissioning of the solution will be deemed as complete only when the same is accepted by the Bank in accordance with the terms & conditions of this RFP.
	5. Partial or 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.
	6. The solution will be accepted after complete integration and satisfactory working of the solution.

## Uptime

* 1. The selected bidder shall guarantee a 24x7x365 availability with monthly uptime of 98.00 % for the solution as specified in Annexure-6 (Scope of Work), during contract period, which shall be calculated on monthly basis.
	2. The "Uptime" is, for calculation purposes, equals to the total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.
	3. The selected bidder should consider high-availability (active-passive) at DC & DR with RPO of 15 minutes and RTO of 120 minutes.
	4. If the selected bidder is not able to attend the troubleshooting calls on solution working due to closure of the office/non-availability of access to the solution, the response time/uptime will be taken from the opening of the office for the purpose of uptime calculation. The selected bidder shall provide the monthly uptime reports during contract period.
	5. The downtime calculated shall not include any failure due to bank, third party and Force Majeure.
	6. The percentage uptime is calculated on monthly basis as follows:

|  |  |
| --- | --- |
| (Total contracted hours in a month – Downtime hours within contracted hours) | X 100 |
| Total contracted hours in a month |

* 1. Contracted hours of a month = No. of days in that month X 24.
	2. Provide a robust, fault tolerant infrastructure with enterprise grade SLAs with an assured uptime of 98.00%.
	3. **Response Time and Meantime to Restore [MTTR]**
		1. Response Time shall be 2 hours and MTTR shall be 4 hours.
		2. Time specified above is from lodging of complaint.
		3. However, penalty shall be applicable as per uptime clause.

## Integration & Interfaces

* 1. The selected bidder has to work with different application vendors in order to integrate new solution to the existing workload or new workloads during contract period.
	2. The selected bidder has to work with different teams of Bank & application OEMs to understand the policies requirement and configurations of respective applications for the offered solution.

## Security

* 1. The selected bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.
	2. The Bank will not provide any remote session and direct connectivity to the equipment in terms of support which may leads to the vulnerability of the system.
	3. The selected bidder will ensure the software delivered is in conformity with security standards and is without any security vulnerability.
	4. The Bank may conduct security audit in the proposed solution after complete implementation.
	5. The selected bidder has to do necessary changes in the configuration directed by security team of the bank after security audits like VAPT, Code Audit, RBI Audit etc. without disturbing the production and existing backed up copies.
	6. The selected bidder has to follow the industry best practices in configuration of Operating System and other Software.
	7. Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract tenure.
	8. The selected bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
	9. The selected bidder is liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy.
	10. The selected bidder will have to establish all the necessary procedures/infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.

## Acceptance

* 1. Bank will evaluate the offered Solution implemented by the selected 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.

## Warranty

* 1. The selected bidder warrants that the Software/Solution 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").
	2. The selected bidder has to provide comprehensive On-site warranty for three (1) year.
	3. The warranty will start from the date of Go-Live.
	4. The warranty will cover all supplied components includes software and will start after project acceptance & signoff.
	5. The Software/Solution deployed for this project shall be under Comprehensive Onsite Warranty covering update of software, maintenance or support for its proper operation, performance and output as specified in the tender for a period of one (1) year from the date of acceptance of the Solution.
	6. If the Software/Solution does 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 Software/Solution. Such warranty service shall be provided at the selected bidder’s expense and shall include all media, parts, labor, freight and insurance to and from the Department’s site.
	7. Warranty service may be provided by a third party, provided such third party is authorized to perform warranty service by the selected bidder or, if the selected bidder is not the Manufacturer, by the Manufacturer prior to the GeM bid closing date and time.
	8. If any defect in the 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 Software/Solution functions in accordance with the Contract for a reasonable period of time.
	9. Despite any other provision, the Bank may return a defective Software/Solution to the selected bidder within Sixty (60) days of delivery of the Software/Solution and the selected bidder shall immediately provide full exchange or refund. For the purpose of this section, “defective solution" includes, but is not limited to: a) broken seals; b) missing items; and c) Software that are not the most current version at the time of shipping.
	10. The selected bidder shall provide, after the warranty commences for all Software/Solution components, telephone support to the Bank during Business Days for assistance with the operation of the Software/Solution.
	11. The selected bidder shall be fully responsible for the manufacturer’s warranty in respect of proper design, quality and workmanship. The selected bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period.

## **Annual Technical Support (ATS)**

* 1. At the time of submission of bids, the bidder has to quote ATS for Software and License Items for four (4) years after completion of one (1) year warranty period, in the commercial bid separately for Annual Technical Support.
	2. The Bank, at its discretion may enter into Annual Technical Support (ATS) of Software, License supplied with the selected bidder after completion of respective warranty periods.
	3. Support for maintenance of solution (including Software and other software licenses) supplied should be available for a minimum period of four (4) years, covering all parts, maintenance and support, after expiry of warranty period.
	4. The Bank will pay AMC/ATS charges for Solution (Software and license) after the end of warranty period. Such payment shall be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.
	5. During the Warranty and ATS (if contracted) period, the selected bidder should extend On Site Service and Support whenever and wherever required. The scope of Warranty and AMC (if contracted) shall include:
		1. Rectification of bugs/defects if any.
		2. Ensuring uptime of 98.00%.
		3. Preventive Maintenance.
		4. Maintenance of Software/License supplied.
	6. It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee (as per annexure-9) to the tune of 3% of the value of the Purchase Order, if AMC/ATS charges quoted by the selected bidder are abnormally low (i.e. AMC/ATS Cost percentage per annum should not be less than 5% of the cost of software and License). The Bank has discretion to consider such offer or for seeking clarification from the selected bidder to decide for consideration. This Bank Guarantee will be towards contractual AMC/ATS obligations of the selected bidder. Bidder shall quote the charges of AMC/ATS as per the Bill of Material (Annexure-10). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC/ATS period with a claim period of 3 months. The selected bidder has to submit this Bank guarantee in addition to the Performance Security (Security Deposit/Bank Guarantee). The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompletion of the project and warranty period.

## Penalties & Liquidated damages

All penalties and LD are applicable and will be imposed for all delays solely attributable to the Bidder. The overall penalty/ LD shall be counted towards the overall liability of the bidder.

* 1. **Penalties/Liquidated damages for delay in Delivery and Installation of Solution would be as under:**
		1. Non-compliance of the implementation will result in the Bank imposing penalty of 0.10% plus GST on delay in Implementation per week or part thereof, on the contract value.
		2. However, the total Penalty/LD to be recovered under above clauses shall be restricted to 5% (Plus GST) of the total contract value (exclusive of Taxes).

**17.2 Penalties/Liquidated damages for delay in implementation of Solution would be as under:**

* + 1. Non-compliance of the implementation timelines will result in the Bank imposing a penalty of 0.25% plus GST on delay in implementation of the solution per week or part thereof, on the total implementation cost.
		2. However, the total penalty/LD to be recovered under above clause is restricted to 5% (plus GST) of the total contract value (exclusive of taxes)
	1. **Penalties/Liquidated damages for not maintaining uptime:**
		1. The Successful Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
		2. If any act or failure by the Successful Bidder under the agreement results in failure or in operability 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 subject to maximum of 5% of the contract value.
	2. **Penalty Due to Delay in Services:**
		1. Penalty due to delay in deliverables shall be 0.25% per week and part thereof subjected to maximum 5% of the total contract value.
		2. Penalty due to Downtime or due to performance below the expected Turnaround time of any application integrated with the Solution, which may impact Banks business:
			1. After implementation of the complete solution, Penalty will be deducted for partial or complete downtime of the system excluding the planned Downtime on monthly basis and penalty will be charged as specified below:

|  |  |
| --- | --- |
| **Uptime(U)** | **Penalty** |
| U >=98 | No Penalty |
| For every 0.5% decrease in guaranteed monthly uptime for Loan Recovery App, penalty at 0.1% of total contract value shall be recovered from the service provider subject to maximum of 5% of total contract value.If the uptime is below 95%, The bank shall have the full right to terminate the contract under this RFP. The right of termination shall be in addition to the penalty as mentioned above along with invocation of Performance Bank Guarantee and other steps as deem fit to Bank. |

* + - 1. SLAs will be monitored on Quarterly basis and the penalty will be levied accordingly.
			2. The downtime penalty on account of reasons attributable to the Bank will be excluded while calculating overall downtime. The same will be done on the sole discretion of the Bank after going through the detailed Root Cause Analysis (RCA) provided by the vendor for issues/ failures reported.
			3. The penalty due to down-time, during contract period will be deducted from any subsequent payment to be made to the selected bidder.
	1. **Penalty Due to Erroneous Behaviour of the Solution:**
		1. If the solution or any of its components behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the bidder on actual basis. The maximum penalty under this category is limited to 5% of contract value.
	2. However, the total Penalty/LD to be recovered shall be restricted to **10%** of the total value of the order (exclusive of Taxes) plus GST.
	3. **Penalties/Liquidated Damages for non-performance**: If the selected bidder does not meet the specifications of the RFP during various tests, the selected bidder shall rectify the same at bidders cost to comply with the specifications immediately, failing which the Bank reserves its right to invoke the Bank Guarantee.
	4. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
	5. If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
	6. If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
	7. 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 selected bidder along with damages if any with regard to the Bank’s reputation and goodwill.
	8. 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.
	9. 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 selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank’s right to levy any other penalty where provided for under the contract.
	10. All the above LDs are independent of each other and are applicable separately and concurrently.
	11. LD is not applicable for the reasons attributable to the Bank and Force Majeure**.**

## **Payment Terms**

* 1. Payment will be released after execution of Contract Agreement and the schedule will be as under:

| **Payment Stage** | **% of Payment** | **Remarks** |
| --- | --- | --- |
| Software Cost | 50% | 1. On successful delivery of licenses, installation of application software and confirmation from user department officials of the Bank.
2. Submission of 6% performance Bank Guarantee of TCO
3. Submission of SLA
 |
| 50% | On successful Go-live of proposed solution |
| Implementation Cost | 75% | Payment shall be made after successful (UAT and DC implementation) and sign off from the bank. |
| 25% | Payment shall be made after Successful Production live and sign off from the Bank. |
| AMC Charges | Quarterly in Arrears | Quarterly in arrears |
| Other Cost, if any | In Arrears | To be paid in arrears upon completion of the said activity |  |

* 1. 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, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer’s / Supplier’s Warranty Certificate should be submitted while claiming payment in respect of orders placed.
	2. The solution provider has to submit installation report/Sign off report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
	3. Bank will not pay any amount in advance.
	4. Payment shall be released within 30 days from submission of relevant documents as per order terms.
	5. The bank shall finalize the Installation and Acceptance format mutually agreed by the solution provider. The solution provider shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment
	6. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty and TDS (if any), centrally by Head Office and the Selected Solution provider has to provide necessary Bank Details like Account No., Bank’s Name with Branch, IFSC Code etc.
	7. Based on satisfactory performance by the solution provider Bank reserves the right to extend the contract on mutually agreed commercials for subsequent periods.
	8. The selected bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.
	9. The selected bidder has to submit a certificate/Letter from OEM that the proposed services any other related software offered by the selected bidder to the Bank are correct, viable, technically feasible for implementation and it will work without any hassles.

## Scope involved during Contract period

During the period of contract, the selected bidder shall perform the following:

* 1. During the period of contract, the bidder should inform Bank about all release/version change of patches/ upgrades/ updates of software/ OS/ middleware etc. as and when released by the selected bidder/OSD.
	2. If any software, license updates provided by the OSD as free of cost, it should be provided and installed & configured by the selected bidder free of cost to the Bank during Contract Period.
	3. Any corruption in the software/License shall be rectified during the full period of
	 the contract, at no extra cost to the Bank.
	4. The selected bidder shall make availability of spare parts/services, components
	 etc. as and when required, and complete maintenance of the software during
	 Contract Period.
	5. The support shall be given in person/email/fax/tele/remote access.
	6. Only licensed copies of software shall be supplied. The bidder shall grant an
	 irrevocable license to the Bank to use the software. Further, all software supplied
	 shall be of latest version.
	7. The bidder shall provide centralized complaint booking/lodging facility to the bank
	 and the dash board, 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.
	8. Escalation matrix should be provided for support, technical, project etc. as per
	 **Annexure-26.**

## Support

* 1. The Support should be for an unlimited number of incidents reported to them and provides a practical solution to resolve the issue. The support should be provided over phone, E mail web based, in person, if required. All escalations will be attended / responded-promptly not later than 30 minutes of reporting.
	2. The bidder is responsible for providing Incident Management for offered solution. Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue.
	3. The bidder will be responsible for attending complaints during all hours 24x7x365 basis of contract period.
	4. Support has to cover to solve day-to-day issue while using the proposed solution in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues and any other issues to the Bank as per SOW/SLA at no extra cost.

## Mean Time Between Failures (MTBF)

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

## Software, Drivers and Manuals

* 1. 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.
	2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

## Documents, Standard Operating Procedures and Manuals

All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the bidder shall become the property of the Bank.

## 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.

## **System Integration Testing & User Acceptance Testing:**

* 1. The Vendor should integrate the Loan Recovery App with the existing systems as per requirement of the Bank and carry out thorough system integration testing.
	2. The functional testing would be carried out by Bank's staff/ Third party vendors. Other testings like resiliency, benchmarking, operational, load tests etc. would be carried out by the vendor.
	3. Satisfactory completion of the aforementioned tests and Information Security Clearance of the Bank and submission of security audit certificate from CERT-IN empanelled auditor by bidder for the acceptance of the Loan Recovery App is required.

## **Acceptance**

* 1. Any deliverable that has not been implemented or not operational or delayed, will be deemed or treated as Non-Delivery thereby excluding Bank from all payment obligations under this RFP or agreement.
	2. Bank will evaluate the offered Solution implemented by the bidder. If the Solution experiences no failures and functions according to the requirements of the GeM bid as determined by the Bank during the implementation period, then the solution will be accepted by the Bank.
	3. The warranty will start from the date of Go Live of solution as per project timelines.

## 27 Response Time and Meantime to Restore [MTTR].

* + - * + Response Time shall be 2 hours and MTTR shall be 4 hours.
				+ Time specified above is from lodging of complaint.
				+ However, penalty shall be applicable as per uptime clause.

## **Documents, Standard Operating Procedures and Manuals**

All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the bidder shall become the property of the Bank.

## **Subcontracting**

The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract without the prior written consent of the Bank.

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.

## **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 GeM bid terms.

## **Right to Audit**

* 1. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empanelled 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 (hardware/ software) and services etc. provided to the Bank and the Service Provider are required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub–contractors (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 Service Provider. The Service Provider shall, whenever required by the Auditors, shall furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Bank shall provide prior notice of 3 calendar days before such audit provided this will not be applicable in case of audit is conducted by any statutory or regulatory authority.
	2. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider 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 Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
	3. Service Provider 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 audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

## 32 Project Ownership

* 1. If the bidder is offering solutions/products/services from other bidders/principals, as required in this GeM bid, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Solution/Service which are relevant to this GeM bid.
	2. Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.
	3. 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.

## **Acceptance of Offer**

* 1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
	2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
	3. The bids received and accepted will be evaluated by the Bank to ascertain the best bidder in the interest of the Bank duly considering technical and commercial viability. 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 bid with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
	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.

## **Project Execution**

The entire project needs to be completed expeditiously. The Selected bidder shall nominate a Project Manager 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 prescribed format, which will be made available to the selected bidder.

## **35 Execution of Agreement**

35.1 Within 30 days from the date of issuance of Purchase Order, selected bidder shall sign a stamped “Agreement” (SLA) with the Bank at Kadapa as per the format. Failure to execute the agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.

* 1. The agreement shall include all terms, conditions and specifications of tender and also the Bill of Material and Price, as agreed finally after bid evaluation and negotiation. The agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected bidder receiving the photocopy, if insisted. The agreement shall be valid till all contractual obligations are fulfilled.
	2. 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.

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

The bank will prepare a list of qualified bidder on the basis of evaluation of part-A eligibility cum Technical proposals. The names of qualified bidders would be published on the Bank’s website/ GeM portal.(i.e., [apgb.in](http://www.canarabank.com)). The qualified bidders will also get a notification message from the GeM once the bidder is marked as qualified in GeM portal. Commercial Bids of technically qualified bidders with minimum of 70% and above score under technical evaluation only shall be opened. No separate intimation will be sent to successful Bidder.

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

* 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:
		+ - * Delay in delivery of services in the specified period.
				* Serious discrepancies noted in the items/solution.
				* Breaches in the terms and conditions of the Order.
	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:
		+ - * Non submission of acceptance of order within 7 days of order.
				* Excessive delay in execution of order placed by the Bank.
				* The selected bidder commits a breach of any of the terms and conditions of the bid.
				* The bidder goes in to liquidation voluntarily or otherwise.
				* An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
				* The progress made by the selected bidder is found to be unsatisfactory.
				* If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
				* If found blacklisted by any Govt. department/ PSU/ other banks etc., during the course of contract.
	3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.
	4. In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
	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 month notice for the same. In this event, the Bank may incur some additional expenditure within reasonable limits which the selected bidder is bound to make payment for such additional expenditure. This clause is also applicable, if for any reason, the contract is cancelled.
	6. In case of termination of contract for the reasons that the services of vendor are not found satisfactory, the Bank shall be free to Blacklist the vendor thereby debarring them from participating in future Bids/Tender processes.
	7. 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.
	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 bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
	9. Notwithstanding anything contained, the Bank also has the right to cancel the contract and EXIT WITHOUT CAUSE by giving 6 months advance notice. However, the Bidder should continue to render all the services and support as agreed as per the original terms of contract till the expiry of Notice Period.
	10. The Bidder is obligated to support the orderly transition and complete knowledge transfer to another vendor or to the Bank.

## **General Order 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.

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

39.1 All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during contract period, if any shall be provided by the bidder at no extra cost to the Bank for completing the scope of work as per this GeM bid.

* 1. The selected bidder shall take all steps to ensure safety of bidder’s and the Bank’s personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.
	2. 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.

## **Responsibilities of the selected bidder**

* 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.
	2. The Bank will call for Audited Balance Sheet of the selected bidder at any point of time during contract period and the selected bidder shall provide the same.
	3. The selected bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31stMarch and 30th September during contract period.
	4. The selected bidder should conduct vulnerability assessment and penetration testing (VAPT) through CERT-IN empanelled vendors and mitigate the vulnerabilities, if any. VA shall be conducted half-yearly and PT shall be conducted annually and as per the Bank’s policy. DR drills shall be conducted at least twice in a year. The relevant reports shall to be submitted to the Bank regularly.

## **Human Resource Requirement**

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

* 1. The 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.
	2. The bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
	3. In case the performance of the bidder/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the bidder fails to comply with the Bank’s request, the Bank may replace the said person or their agents/employees on its own. In such a case, Bank will not be liable for payment of the said resource(s).
	4. No right to employment in the Bank shall accrue or arise to the employees or agents of the bidder, by virtue of engagement of employees, agents, etc. of the bidder for any assignment under this project. It is further clarified that the arrangement herein with the bidder is a contract for service.
	5. The bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
	6. The bidder team is required to work on Bank’s working days and holidays shall be as applicable to Bank’s team. If any resource has worked for a partial period in a month, and no replacement has been provided, rate will be paid on a pro rata basis.
	7. The 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.

## **Responsibility for Completeness:**

* 1. The bidder shall ensure that the Solution/service provided [Hardware/Software etc] meets all the technical and functional requirements as envisaged in the scope of the GeM bid.
	2. The bidder shall deliver, install, configure the supplied Solution/service as per Technical specification and Scope of Work described elsewhere in the GeM bid and arrange for user level demo at bidder’s cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.
	3. The 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 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.

## **43. 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 GeM bid, 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 GeM bid document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

## **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 Kadapa, INDIA which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.

## **Legal Disputes and Jurisdiction of the court:**

45.1 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 tender. 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.

* 1. All disputes and controversies between Bank and bidder shall be subject to the exclusive jurisdiction of the courts in Kadapa and the parties agree to submit themselves to the jurisdiction of such court this tender/contract agreement shall be governed by the laws of India.

## Clarification to RFP & Pre-bid Meeting

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 format provided under **Annexure-12.**

All communications regarding points requiring clarifications and any doubts shall be given in writing to the General Manager, Andhra Pragathi Grameena Bank, Head Office, II Floor, Department of Information Technology, Beside Mariyapuram Church, Akkayapalle, KADAPA-516 003,YSR Kadapa Dist, AP or an email can be sent to apgbdit@apgb.in or hodit\_hw@apgb.in by the intending bidders as per the schedule**.**

No queries will be entertained from the bidders after the above date and time.

No oral or individual consultation will be entertained

## Pre-Bid meeting

* 1. A pre-bid meeting of the intending bidders will be held on the date & time and at the venue specified in the Bid Schedule to clarify any point/doubt raised by them in respect of this RFP. No separate communication will be sent for this meeting.
	2. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.
	3. Bank has the discretion to consider any other queries raised by the bidder’s representative during the pre-bid meeting.
	4. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
	5. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available to all the bidders. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
	6. Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

## 48 Bid System Offer

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

**48.1 Part A – Technical Proposal:** Indicating the response to the Pre-Qualification Criteria, Scope of Work and other terms & conditions for Supply, Installation, Implementation and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank

**48.2 Part B - Commercial Bid:** Furnishing all relevant information as required as per Bill of Material as per **Annexure**-**8**. The format for submission of Commercial bid is as per **Annexure-8.**

## 49 Preparation of Bids

* 1. **Part A – Technical Proposal**

49.1.1 Before submitting the bid, the bidders should ensure that they conform to the Pre-Qualification Criteria as stated in **Annexure-2** of RFP. Only after satisfying themselves of the Pre-Qualification Criteria, the Offer should be submitted.

* + 1. Relevant technical details and documentation should be provided along with Technical Proposal.
		2. It is mandatory to provide the compliance to the scope required by the Bank as per this RFP.
		3. 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.
		4. The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
		5. 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.
		6. The Technical Proposal should be complete in all respects and contain all information sought for, as per RFP. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part A - Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
		7. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
			1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
			2. It should not provide any price information like, unit price, tax percentage, tax amount etc.
	1. **Part B - Commercial Bid**
		1. Commercial Bid should be submitted as per instruction in **Annexure-8**.
		2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **Annexure**-**8**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
		3. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
		4. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
		5. 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.
		6. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.

## Amendment to Bidding Document

* 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.
	2. Notification of amendments will be made available on the GeM/Bank’s website only ([apgb.in](http://www.canarabank.com/English/Scripts/Tenders.aspx)) and will be binding on all bidders and no separate communication will be issued in this regard.
	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.

## Bid Preparation and Submission

* 1. e-Tendering through GeM: This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Vendors will have to abide by terms and conditions of GeM portal for participating the bidding process.
	2. No consideration will be given to e-bids received after the date and time stipulated and no extension of time will normally be permitted for submission of e-Bids. Bank reserves the right to accept in part or in full or extend or reject the entire e-bid and cancel the entire tender without assigning any reason thereof at any stage.
	3. The decision of the Bank in regard to this tender shall be final and binding on all the bidders. All disputes or differences in connection with this tender shall be subject to the jurisdiction of the courts at Kadapa only.
	4. Bidders may please note:
		1. The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services, Software Solution/ services it proposes to supply.
		2. While submitting the Technical Bid, literature on the hardware and its associated operating software, Software Solution/ service should be uploaded.
		3. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, the bid is liable for rejection.
		4. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be uploaded.
	5. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.
	6. Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
	7. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
	8. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
	9. The Bidder must provide specific and factual replies to the points raised in the RFP.
	10. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract and to be uploaded in the portal.
	11. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder’s Company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature and to be uploaded in the portal.
	12. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.
	13. The Bank reserves the right to reject Bids not conforming to above.
	14. All the envelopes shall be addressed to the Bank and uploaded online and should have name and address of the Bidder.

## Deadline for submission of Bids

* 1. Bids must be received at the GeM portal and by the stipulated date and time.
	2. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
	3. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted at the portal by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
	4. Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.

## **Modification and Withdrawal of Bids**

* 1. The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received at the portal, prior to the deadline prescribed for submission of Bids. However, the rules, terms and conditions of GeM portal in regard to submission of bids shall prevail.
	2. No modification in the Bid shall be allowed, after the deadline for submission of Bids.

No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form (Annexure-1). Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the bidder

## Period of Validity of Bids

* 1. Bids shall remain valid for 180 days from the last date of submission of bids. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
	2. In exceptional circumstances, the Bank may solicit the Bidders’ consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
	3. Once Purchase Order is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

## 55 Bid integrity

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of Andhra Pragathi Grameena Bank. The Bidders shall be deemed to license, and grant all rights to Andhra Pragathi Grameena Bank, to reproduce the whole or any portion of their equipment for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

## Cost of Bid document

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

##  Contents of bidding document

* 1. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
	2. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder’s risk and responsibility and the same may finally result in rejection of its Bid. Andhra Pragathi Grameena Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
	3. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto.
	4. The information provided by the Bidders in response to this RFP will become the property of Andhra Pragathi Grameena Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

## Earnest Money Deposit (EMD)

* 1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount as mentioned in the Bid Schedule by way of Demand Draft drawn on any Scheduled Commercial Bank in India in favour of Andhra Pragathi Grameena Bank, payable at Kadapa**.**
	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 3 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 7**.
	3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Andhra Pragathi 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 7**. 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:

Account Name : APGB DIT Procurement

Account No : 91343000015

IFSC Code : APGB0000001

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

* 1. Non submission of EMD leads to rejection of Bid.
	2. The EMD of the Bidders not qualified under Part A – Technical Proposal will be returned within 15 days after opening the Commercial Proposals of the bidders qualified under Part A – 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 Part A – Technical Proposal. The EMD of the selected bidder will be returned within 15 days after submission of Performance Security.
	3. The EMD may be forfeited/ Bank Guarantee may be invoked:
		1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
		2. 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.

## Bid Opening

* 1. All the technical Bids received up to the specified time and date will be opened online for initial evaluation on the time and date mentioned in the Notice Inviting e-Tender.
	2. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
	3. The Bank will examine the Bids to determine whether they are complete, and all documents/annexure(es) stated in the RFP have been submitted, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
	4. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in to without any deviation.
	5. The Bank’s determination of a Bid’s responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
	6. After opening of the technical Bids and preliminary evaluation, Bidders who meet the eligibility criteria may be asked to make presentations on the Software, service, hardware, operating software/firmware proposed to be offered by them.
	7. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

## Technical Evaluation

* 1. Technical evaluation may include technical information submitted as per technical Bid format, demonstration of proposed product/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/ superior features of their product. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Equipment, Software and Services to support all the required functionalities at their cost in their lab or those at other organizations where similar product is in use.
	2. The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/workplace visit and witness demos of the system and verify functionalities, response times, etc.
	3. Bank may evaluate the technical and functional specifications of all the equipment quoted by the Bidder.
	4. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.
	5. The evaluation may also take into account:
		1. The product to be supplied/services offered by the Bidder to any noticeable bank in India. The Bidder should furnish the details.
		2. Does the proposed product handles the projected volumes and offers a proven solution to meet the requirements.
		3. Is the product offered by the Bidder a complete system or does it have integrations with third party solutions.
		4. Upgrade(s) assurance by the Bidder as per requirements of the Bank for the duration of the project.
		5. Capability of the proposed product to meet future requirements outlined in the RFP.
		6. Support on open platforms and product based on latest technology (both hardware, software, operating software/firmware, database).
		7. Bidder support facilities: Support requirement like online support/ email support/ offline support, time period.
		8. Bidder will support the Bank as required in peak days of business (month-end and start of the month) and during switching over process from PR to DR and vice versa.

## MSE (Micro & Small Enterprises)

* 1. As per recommendations of GoI, Bank has decided to waive off EMD for MSE entrepreneurs.
	2. Exemption from submission of Earnest Money Deposit (EMD) shall be given to bidders who are Micro &Small Enterprises (MSEs) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum/Udyam Registration (as applicable) or any other body specified by Ministry of MSME. Bids received without EMD from bidders not having valid NSIC registered documents for exemption will not be considered.
	3. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSE firms who are in the process of obtaining registration will not be considered for EMD exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD).
	4. MSE bidder has to submit a self-declaration (Annexure-20) accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three (03) years from being eligible to submit bids for contracts with the Bank.
	5. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the selected bidder under any circumstance.

## Preliminary Scrutiny

* 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.
	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 specifications and bidding document is submitted without any deviations.

## Clarification of Offers

63.1 During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.

* 1. 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.

## Bidders Presentation /Site Visits / Product Demonstration/POC

* 1. Bidders are further required to be in preparedness to demonstrate the proposed solution/services by arranging for service delivery walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank.
	2. Setting of evaluation criteria for 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. If the presentation does not meet the requirements mentioned in the scope of work, then Bank will reject the proposal of such bidder in the technical bid evaluation and no further evaluation is entertained.
	3. All expenses incurred in connection with the above shall be borne by the bidder.

##  Normalization of Bids

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;

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

**OR**

Revised submissions of the entire bid in the whole

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 GeM bid, agree to participate in the normalization process and extend their co-operation to the Bank during this process.

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

##  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 Annexures to this GeM bid shall form integral part of the GeM bid.

##  Evaluation of Bid

The 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.

**Part A-Technical Proposal:**

The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on Eligibility Criteria and on the documents submitted as per existing Annexure-2 of RFP and product demonstration. The proof of documents should be submitted as per existing Annexure-2 and it will be evaluated by the Bank and Bank will seek clarification, if required.

**Part B- Commercial Bid:**

The Part B- Commercial Bid of only those bidder who qualified in Part A-Technical Proposal will be opened with due communication by the Bank. The **Part B-Commercial Bid** submitted by the bidder will be evaluated based on Bill of Material submitted by the Bidder.

## Basis of Allotment

68.1 Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated Sept16, 2020.

* + 1. ‘Local supplier’ means a supplier or service provider whose product or service offered for procurement meets the minimum 50% local content.
		2. ‘Local content’ means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

## 69. Verification of local content

* 1. For same, Bidder to upload a certificate as per Annexure-13 from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number and seal, countersigned by bidder.
	2. Decisions on complaints relating to implementation of the above shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.
	3. Detailed Guidelines on Purchase Preference shall be as per Annexure-22.

## 70. Contacting the Bank

No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.

Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder’s Bid.

## 71. Award Criteria

* 1. Bank will notify successful Bidder in writing by letter or email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
	2. The notification of award will constitute the formation of the Contract.
	3. Until the execution of a formal contract, the Bid document, together with the Bank’s notification of award and the vendor’s acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder(s).
	4. The successful bidder shall be required to enter into a Bank’s Standard contract/ SLA Service Level Agreement with the Bank, within 30 days from the date of issuance of Purchase Order or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement, Performance Bank Guarantee for the amount and validity as mentioned in the RFP strictly on the lines of format given at Annexure-9 and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The contract/ agreement will be based on Bidders’ offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.
	5. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
	6. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
	7. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.

## Powers to Vary or Omit Work

* 1. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder’s obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
	2. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
	3. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

##  No Waiver of Bank Rights or Successful Bidder’s Liability

Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.

##  Contract Amendments

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by both the parties.

##  Bank’s Right to Accept Any Bid and to Reject Any or All Bids

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank’s action.

##  Documentary Evidence Establishing Bidder’s Eligibility and Qualifications

* 1. Documentary evidence establishing bidder’s eligibility and qualifications is required –
		1. In case of a Bidder offering to supply products and/or services mentioned in the scope of work.
		2. that adequate, specialized expertise are available with the Bidder to ensure that the services are responsive and the Bidder will assume total responsibility for the fault-free operation of the services proposed during the contract period.

## 77. Performance Bank Guarantee

77.1 The Selected bidder, within 15 days from the date of Purchase Order will have to furnish a Performance Bank Guarantee as per Annexure-9, issued by any scheduled commercial bank equivalent to 6% of the total project cost valid for 62 months (60 months + a claim period of 2 months). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

* 1. The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same. Bidder to note that Bank will provide a cure period of 30 days before invocation of Performance Bank Guarantee.
	2. In case the contract is getting extended, the selected bidder shall get the Performance Bank Guarantee extended for the same period with additional 2 months of claim period.
	3. 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 delivery 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).
	4. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Andhra Pragathi 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.

## Country of Origin / Eligibility of Goods & Services

78.1 All equipment and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

* 1. For purposes of this clause, “origin” means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

## Services

79.1 All professional services necessary to successfully implement the proposed ‘Loan Recovery App’ will be part of the RFP/contract. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.

* 1. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
	2. Bidder should ensure that vendor’s key personnel with relevant skill- sets are available to the Bank.
	3. Bidder should ensure that the quality of methodologies for delivering the products and services, adhere to quality standards/timelines stipulated thereof.
	4. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
	5. Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) as and when released by the Vendor/ OEM or as per requirements of the Bank without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes.
	6. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System/OS/firmware/Middleware etc. in case the Bank chooses not to upgrade to latest version.
	7. Bidder shall provide legally valid firmware/software solution. The detailed information on license count and type of license should also be provided to the Bank.
	8. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware/Software and should ensure support during warranty and AMC.
	9. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
	10. Switchover will happen as and when mandated by the BCP Policy of the Bank which will be discussed with the successful bidder. However, the decision of Bank will be final & binding.
	11. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
	12. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

## Compliance with IS Security Policy

80.1 VAPT shall be done by the vendor as per the Bank’s guidelines and necessary certificate shall be submitted by the vendor. All the observations/deviations shall be rectified by the bidder at their own cost. Vendor is expected to at least perform 1 round of SIT and UAT before the system is handed over to the Bank for UAT. Performance and Load Testing as per volumetrics will have to be done by the Bidder.

* 1. Bidder to note that the Security Infrastructure (including security components) will be provided by the Bank.
	2. The Vendor shall have to comply with Bank’s IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:
	3. Responsibilities for data and application privacy and confidentiality.
	4. Responsibilities on system and software access control and administration.
	5. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
	6. Physical Security of the facilities.
	7. Physical and logical separation from other customers of the Vendor.
	8. Incident response and reporting procedures.
	9. Password Policy of the Bank.
	10. Data Encryption/Protection requirements of the Bank.
	11. In general, confidentiality, integrity and availability must be ensured.
	12. All data are confidential and should not be disclosed to any external parties ever.
	13. At the end of the project, after sharing all the Bank’s data with the Bank, all the bank’s data must be completely erased by using tools like disk eraser by the vendor. The vendor and its deployed resources should certify and confirm the Bank that all data associated with the project has been deleted from their laptops/PCs/email/cloud drives etc. Whatever data the consultancy firm is having in their hard disk etc. related to the project, the same should be destroyed or returned to the Bank. At the end of the project the consultancy firm to confirm that they are not having any data on account of this project. If the Bank requires the services of the Consultancy firm after project is completed, the Bank shall share the required data with the firm. Office copies of the papers delivered to the Bank may be retained, subject to confidentiality obligation and should be destroyed within a reasonable period.

Vendor to meticulously follow following control measures –

| **#** | **Controls to be implemented** | **Mandatory** | **Compliance(Yes/No)** |
| --- | --- | --- | --- |
| 1 | Whether the 3rd party has Information security policy in place with periodic reviews? | Yes |   |
| 2 | Whether the 3rd party have operational processes with periodic review, including but not limited to:•     Business Continuity Management•     Backup management•     Desktop/system/server/network device hardening with baseline controls•     Patch Management•     Port Management•     Media Movement•     Log Management•     Personnel Security•     Physical Security•     Internal security assessment processes | Yes |   |
| 3 | Whether a proper documented change management process has been instituted by the 3rd party? | Yes |   |
| 4 | Whether the 3rd party has a documented policy and process of Incident management /response? | Yes |   |
| 5 | Whether the 3rd party’s environment is suitably protected from external threats by way of firewall, WAF, IDS/IPS, AD, AV, NAC, DLP etc ? | Yes |   |
| 6 | Whether rules are implemented on Firewalls of the 3rd party environment as per an approved process? | Yes |   |
| 7 | Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule? | Yes |   |
| 8 | Whether proper log generation, storage, management and analysis happens for the 3rd party application? | Yes |   |
| 9 | Is the 3rd party maintaining all Web, application, DB, Configuration and user access logs for forensic readiness? | Yes |   |
| 10 | Whether the 3rd party maintains logs for privileged access to their critical systems? | Yes |   |
| 11 | Whether privilege access to the 3rd party environment is permitted from internet? | Yes |   |
| 12 | Whether the 3rd party has captive SOC or Managed Service SOC for monitoring their systems and operations? | Yes |   |
| 13 | Whether the 3rd party environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only? | Yes |   |
| 14 | Whether 3rd party has deployed secure production, disaster recovery and testing environments for their application? | Yes |   |
| 15 | Whether the 3rd party follows the best practices of creation of separate network zones (VLAN Segments) for Web, App, DB and different zones for critical applications, non-critical applications, UAT etc. ? | Yes |   |
| 16 | Whether Internet access is permitted on internal servers, database servers etc? | Yes |   |
| 17 | Whether the 3rd party has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations? | Yes |   |
| 18 | Whether CERTIN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application? | Yes |   |
| 19 | Whether quarterly vulnerability assessment and penetration testing is being done by the 3rd party for their infrastructure? | Yes |   |
| 20 | Whether suitable Security certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place? | Yes |   |
| 21 | Whether the 3rd party has deployed any open source or free software in their environment? If yes, whether security review has been done for such software? | Yes |   |
| 22 | Whether the data shared with the 3rd party is owned by APG Bank(APG Bank = Information Owner)? | Yes |   |
| 23 | Whether the data shared with the 3rd party is of sensitive nature? | Yes |   |
| 24 | Whether the requirement and the data fields to be stored by the 3rd party is approved by Information Owner? | Yes |   |
| 25 | Where shared, whether the bare minimum data only is being shared? (Please document the NEED for sharing every data field) | Yes |   |
| 26 | Whether the data to be shared with 3rd party will be encrypted as per industry best standards with robust key management? | Yes |   |
| 27 | Whether the 3rd party is required to store the data owned by Andhra Pragathi Grameena Bank? | Yes |   |
| 28 | Whether any data which is permitted to be stored by the 3rd party will be completely erased after processing by the 3rd party at their end? | Yes |   |
| 29 | Whether the data shared with the 3rd party is stored with encryption? | Yes |   |
| 30 | Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO? | Yes |   |
| 31 | Whether the 3rd party is required to share Andhra Pragathi Grameena Bank specific data to any other party for any purpose? | Yes |   |
| 32 | Whether a system of obtaining approval by the 3rd party from the IT Application Owner is put in place before carrying out any changes? | Yes |   |
| 33 | Whether 3rd party is permitted to take any crucial decisions on behalf of Andhra Pragathi Grameena Bank without written approval from IT Application Owner? If not, are such instances being monitored? IT Application Owner to describe the system of monitoring such instances. | Yes |   |
| 34 | Whether Application Owner has verified that the 3rd party has implemented efficient and sufficient preventive controls to protect Andhra Pragathi Grameena Bank’s interests against any damage under section 43 of IT Act? | Yes |   |
| 35 | Whether the selection criteria for awarding the work to 3rd party vendor is based on the quality of service? | Yes |   |
| 36 | Whether the SLA/agreement between Andhra Pragathi Grameena Bank and the 3rd party contains these clauses?- Right to Audit to Andhra Pragathi Grameena Bank with scope defined- Adherence by the vendor to Andhra Pragathi Grameena Bank Information Security requirements including regular reviews, change management, port management, patch management, backup management, access management, log management etc.- Right to recall data by Andhra Pragathi Grameena Bank.- Regulatory and Statutory compliance at vendor site. Special emphasis on section 43A of IT Act 2000 apart from others.- Availability of Compensation clause in case of any data breach or incident resulting into any type of loss to Andhra Pragathi Grameena Bank, due to vendor negligence.- No Sharing of data with any third party without explicit written permission from competent Information Owner of the Bank including the Law Enforcement Agencies. | Yes |   |
| 37 | Whether the residual risk has been covered by transferring the technology risk to Legal risk by incorporating suitable legal terms in SLA | Yes |   |

## Right to Verification

The Bank reserves the right to verify any or all of the statements made by the Bidder in the tender document and to inspect the Bidder’s facility/ Bidder and/or OEM submitted credentials/ references, if necessary, to establish to its satisfaction about the Bidder’s capacity/capabilities to perform the job.

##  Purchase Price

1. 1. Total Cost of Ownership (TCO) has to be quoted in the Commercial Bid.
	2. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.
	3. The order will be placed for total Cost for 5 Years.
	4. The applicable TDS will be deducted at the time of payment of invoices.
	5. Terms of payment are given in Payment Terms. Selected bidder must have an account with any Bank and payment for all deliverables shall be credited to the account of the Successful Bidder(s) / Vendor(s).
	6. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
	7. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty, GST etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
	8. The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

##  Inspection and Quality Control Tests

The Bank reserves the right to carry out inspection by a team of Bank officials or demand a demonstration of the services on a representative model at Bidder’s place.

##  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 GeM bid and the vendor shall extend all cooperation in this regard.

## Negligence

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

##  Assignment

1. 1. The selected bidder shall not assign to any one, in whole or in part, its obligations to perform under the GeMbid/contract, except with the Bank’s prior written consent.
	2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this GeM bid 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 GeM bid.
	3. The selected bidder shall also support the merged/amalgamated entity without affecting the rights and obligations of the new entity.

##  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.

## 88 Validity of Agreement

The Agreement/ SLA will be valid for the period of Five (05) years which can be extended upto two (02) years, solely at the discretion of the Bank with mutually agreed terms and conditions. The Bank reserves the right to terminate the Agreement as per the terms of RFP.

##  Limitation of liability

* 1. For breach of any obligation mentioned in this RFP and/or respective Agreements, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank’s data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank’s related information to the extent of loss so caused.
	2. The limitations set forth herein shall not apply with respect to:
		+ Claims that are the subject of indemnification pursuant to IPR infringement,
		+ Damage(s) occasioned by the gross negligence, fraud or wilful misconduct of Service Provider,
		+ Damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
		+ When a dispute is settled by the Court of Law in India.
		+ Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

##  Confidentiality

* 1. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information (“Confidential Information”) and shall not be disclosed to any third party/published without the written approval of the Bank.
	2. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
	3. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor’s performance under the Contract, if so required by the Bank.

##  Delay in the Vendor’s Performance

* 1. Installation, Commissioning and performance of the proposed solution shall be made by the Vendor within the timelines prescribed in the RFP.
	2. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, it’s likely duration and cause(s). As soon as practicable after receipt of the Vendor’s notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors’ time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
	3. Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).

##  Vendor’s obligations

* 1. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
	2. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the consumables & supplies under Loan Recovery App to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
	3. The Vendor is obliged to work closely with the Bank’s staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
	4. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor’s negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
	5. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
	6. Vendor shall provide necessary training to the designated Andhra Pragathi Grameena Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, troubleshooting processes of the proposed solution.
	7. The Vendor shall treat as confidential all data and information about Andhra Pragathi Grameena Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under ‘Non-Disclosure Agreement’ in Annexure-11 of this document.

##  Technical Documentation

* 1. The Vendor shall deliver the following documents to the Bank for every firmware/software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
	2. The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.
	3. The Vendor should also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall develop customized documentation as per Bank’s requirement, if desired by the Bank.

##  Patent Rights/Intellectual Property Rights

* 1. Vendor/Service Provider warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Vendor/Service Provider warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Vendor/Service Provider shall ensure that the solution supplied to the Bank shall not infringe the third party intellectual property rights, if any. Vendor/Service Provider shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as Vendor/Service Provider.
	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 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. Not withstanding 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.
	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.
	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.

## Confidentiality and Non-Disclosure

* 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-10
	2. No media release/public announcement or any other reference to the GeM bid or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

##  Mean Time Between Failures (MTBF)

If during the warranty period and AMC period [If contracted], 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 bidder at no additional cost to the Bank.

##  Documents, Standard Operating Procedures and Manuals

All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the bidder shall become the property of the Bank.

##  Security

* 1. The Bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.
	2. The Bank will not provide any remote session and direct internet connectivity to the equipment in terms of support which may leads to the vulnerability of the system.
	3. The Bank may conduct security audit in the proposed solution after complete implementation.
	4. VAPT shall be done by the vendor as per the Bank’s guidelines and necessary certificate shall be submitted by the vendor. All the observations/deviations shall be rectified by the bidder at their own cost. Vendor is expected to at least perform 1 round of SIT and UAT before the system is handed over to the Bank for UAT. Submission of security audit certificate from CERT-IN empanelled auditor for the acceptance of the proposed solution is required
	5. The Bidder has to follow the industry best practices in Configuration of Operating System and other Software.
	6. Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract tenure.
	7. Bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
	8. Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy.
	9. The selected bidder will have to establish all the necessary procedures/infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.

##  Confidentiality and Secrecy

* 1. The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.
	2. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.
	3. The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:
		+ To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
		+ To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
		+ To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
		+ To treat all Information as Confidential Information.
		+ The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Andhra Pragathi Grameena Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Andhra Pragathi Grameena Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), solely of the Andhra Pragathi Grameena Bank and shall not be used/disclosed to anybody in any manner except with the written consent of Andhra Pragathi Grameena Bank.
		+ The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Andhra Pragathi Grameena Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
		+ Conflict of interest: The Vendor shall disclose to Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
		+ The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank’s format before or at the time of execution of the Service Level Agreement.

##  Fraud & Corrupt Practices

* 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:
	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

“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.

* 1. 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.
	2. 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.
	3. 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.
	4. 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 either 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.
	5. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time.

##  Termination for Default

* 1. The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part, at any time by giving a written notice of one month to the Service Provider, if Service Provider fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if service provider fails to perform any other obligation(s) and/or breach any of terms and conditions of the RFP/Agreement provided a cure period of not less than 60 days (term) is given to service provider to rectify the defects.
	2. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
	3. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank’s data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
	4. During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
	5. The Bank’s right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
	6. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a ‘New Service Provider’ completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is in breach of this obligation, they shall be liable for paying a penalty which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee besides rejection of order as well as any other action as deem fit by Bank.

##  Force Majeure

* 1. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	2. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, pandemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
	3. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

##  Responsibilities of the bidder

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

* 1. The bidder has arrived at the prices in its bid without agreement with any other bidder of this GeM bid for the purpose of restricting competition.
	2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this GeM bid.
	3. No attempt by the bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
	4. Each bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Andhra Pragathi Grameena Bank. In case such conflicts of interest do arise, the bidder must indicate the manner in which such conflicts can be resolved.
	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 GeM bid. The bidder represents that all software and hardware to be supplied in response to this GeM bid shall meet the requirement of the solution 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 GeM bid 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 GeM bid, 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 GeM bid 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 GeM bid, the Bank expects the bidder to fulfill all the terms and conditions of this GeM bid.

##  Indemnity

* 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:
		1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
		2. Any contravention or non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
	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 pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution/Service supplied by them.
		1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
		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 of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
		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.

##  Termination for Insolvency

The Bank may, at any time, terminate the Contract without notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

##  Termination for Convenience

The Bank, by written notice of not less than 6 months sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank’s convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective. However, Bidder to note that Bidder will be paid for products and services till termination.

##  Disputes/Arbitration [applicable in case of successful Bidder only]

* 1. All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (Andhra Pragathi Grameena Bank or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration would be held as per the Arbitration and Conciliation Act, 1996, as amended from time to time. Any appeal will be subject to the exclusive jurisdiction of courts at Kadapa.
	2. The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
	3. Arbitration proceeding shall be held at Kadapa, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

##  Governing Language

The governing language shall be English.

##  Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Kadapa.

##  Taxes and Duties

* 1. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes in the contract price.
	2. Prices quoted should be inclusive of all Taxes including GST.
	3. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
	4. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
	5. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.
	6. Bank is not assessed for any tax relating to the purchase of equipment. Consequently, any claim from local or central govt. against the Bank relating to tax for these purchases etc. shall have to be defended/settled by the Vendor. In case of failure to do so, Bank reserves the right to make the payment demanded by the authorities and adjust it from payments due to Vendor. It shall be Vendor’s responsibility to comply with local/ central tax requirements/ laws. Bank on its part shall not withhold providing any document that may be required under the law.

## Tax deduction at Source

* 1. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
	2. The Vendor’s staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

## Inspection & Audit

112.1 Successful Bidder shall be subject to annual audit by internal/external 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 Successful Bidder shall submit such certification by such Auditors to the Bank. Successful Bidder and or his / their outsourced agents / sub – contractors (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 Successful Bidder. Successful Bidder shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Successful Bidder before such audit and same shall be conducted during normal business hours.

* 1. Where any Deficiency has been observed during audit of Successful Bidder on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Successful 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. It is also agreed that Successful Bidder shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.
	2. Whenever required by the Bank, Successful Bidder shall 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(ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Successful Bidder. However, Successful Bidder shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

##  Right to use defective product

If after delivery, acceptance and installation and within the warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank’s operation.

##  Notices

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by email (designated) and confirmed in writing to other Party’s address. The notice shall be effective when delivered or on the notice’s effective date whichever is later.

##  Other terms and conditions

Selected Bidder’s Obligations:

* 1. The Bidder is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the- art methods and economic principles, and exercising all means available to achieve the performance specified in Contract.
	2. The bidder will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation consumables and supplies under the proposed solution to the location where service is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
	3. The Bidder is obliged to work closely with the Bank’s staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
	4. The Bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder’s negligence.
	5. The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
	6. The Selected bidder(s) and its sub-contractors (in case allowed) shall be responsible for compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen’s Compensation Act 1923,) and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable Laws, or any code, practice or corporate policy applicable to it from time to time.
	7. The Selected Bidder(s) shall keep the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Successful Bidder’s breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in the SLA; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Successful Bidder. Successful Bidder’s shall make good the loss suffered by the Bank.
	8. Successful Bidder shall undertake the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Successful Bidder without undue delay. Successful Bidder shall also undertake to co-operate with other service providers thereby ensuring expected performance covered under scope of work.
	9. Selected Bidder shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to Selected Bidder or any employees or sub-contractors (if allowed) of Selected Bidder in rendering the Services or any part of the same under the SLA. Selected Bidder at Banks discretion shall co-operate with the Bank in case on any contingency.
	10. Selected Bidder shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this RFP.

## 116 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

##  Errors and Omissions

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within time as given in Bid control sheet.

##  No Commitment to Accept Lowest Bid or Any Bid

Andhra Pragathi Grameena Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Andhra Pragathi Grameena Bank reserves the right to make any changes in the terms and conditions of purchase. Andhra Pragathi Grameena Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

##  Authorized Signatory

* 1. The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.
	2. The bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

##  Adoption of Integrity Pact

Andhra Pragathi Grameena Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines.

The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

* 1. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
	2. Principal to treat all bidders with equity and reason.
	3. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
	4. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
	5. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
	6. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
	7. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure-11** for strict compliance.

The Independent External Monitors (IEMs) will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with the Bank at the address mentioned along with RFP document.

##  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.

##  Amendments to the Agreement

Once agreement is executed with the 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.

##  Modification/Cancellation of GeM bid

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.

##  Social Media Policy

* 1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
	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:
		+ Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
		+ 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.

##  Restriction on Procurement due to National Security

Order No: F.No 6/18/2019-PPD dated: 23-July-2020 from Department of Expenditure, Ministry of Finance, mentions that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) **only if** the bidder is registered with the Competent Authority as specified in the order.

“Bidder from a country which shares a land border with India” for the purpose of the order means-

* + - * 1. An entity incorporated, established or registered in such a country; or
				2. A subsidiary of an entity incorporated, established or registered in such a country; or
				3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
				4. An entity whose beneficial owner is situated in such a country; or
				5. An Indian (or other) agent of such an entity; or
				6. A natural person who is a citizen of such a country; or
				7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The above mentioned order shall be applicable to this tender. The bidder shall carefully go through the above mentioned order and ensure its eligibility in accordance to the same. Bidder should refer to above mentioned order for clarification over definitions and clauses (as applicable).

The bidder shall submit a Self-Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” as per the format given in **Annexure-23.**

##  Hiring of existing Ex/Retired Employees of the Bank

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

##  Submission of Business Continuity Plan (BCP)

* 1. Successful Bidder(s) should have an approved and signed Business Continuity Plan (BCP) in place and should provide the detailed documentation for Business Continuity Plan approved and signed by the competent authority. The BCP should contain recovery time objectives and resumption operating capacities. Escalation, activation and crisis management procedures shall be clearly defined.
	2. Successful Bidder(s) should regularly test its BCP plans to validate the feasibility of the recovery time objectives and resumption operating capacities. Successful Bidder(s) shall notify the Bank of any test finding that may affect the Successful Bidder’s performance.
	3. Successful Bidder(s) shall notify the Bank of any significant changes in the BCP and of any adverse developments that could significantly impact the service provided to the Bank.
	4. Successful Bidder(s) shall submit a quarterly report / declaration covering the above aspects.

## 128 . PURCHASE PREFERENCE

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

## 129.1 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

* + 1. MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:
			1. District Industries Centres or
			2. Khadi Village Industries Commission or
			3. Khadi & Village Industries Board or
			4. Coir Board or National Small Industries Corporation or
			5. Directorate of Handicrafts & Handloom or
			6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
			7. Udyam Registration Certificate
		2. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
		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 Pragathi Grameena Bank.
		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.
		5. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

## Startup

129.2.1 Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.

* + 1. 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 RFP document.
		2. Further, the Startups are also exempted from submission of EMDs.
		3. 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.
		4. 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 Pragathi Grameena Bank.

##  129.3 Procurement through Local Suppliers (Make in India)

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under “Make in India” initiative.

* + 1. “Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
		2. “Class-I Local Supplier” means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.
		3. “Class –II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class –II Local supplier’ but less than that prescribed for ‘Class –I Local supplier’ under this order.
		4. ‘Non-Local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for ‘Class-II Local Supplier’ under this order.
		5. The ‘local content’ requirement to categorize a supplier as ‘Class I Local Supplier’ is minimum 50%. For ‘Class-II Local supplier’ the ‘local content’ requirement is minimum 20%.
		6. The margin of Purchase preference shall be 20%.
		7. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the RFP documents.
		8. The ‘Class –I Local supplier’/’Class –II Local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class –I Local supplier’/’Class-II Local supplier’ as the case may be. They shall also give details of the location(s) at which the local value addition is made.
		9. In cases of procurement for a value in excess of Rs.10 Crores, the ‘Class-I Local supplier’/’Class –II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
		10. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
		11. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
		12. The bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.

Andhra Pragathi 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.

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## **Annexure-1: Bid Covering Letter**

**[On Firm’s / Company’s letter head]**

Date:

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

Dear Sir,

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

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

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

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

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

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

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

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

We will not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (Refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). We further understand that any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

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

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

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

Date:

Signature with Seal:

Name:

Designation:

## **Annexure-2**

## **Pre-Qualification Criteria**

**[On Firm’s / Company’s letter head]**

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Repayment App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

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

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

| **#** | **Eligibility Criteria** | **Supporting Documents** |
| --- | --- | --- |
|  | **Bidder's Eligibility Criteria** |  |
| 1 | The bidder (including its OEM, if any) must be a registered Company (public/private)/PSU/PSE/ Partnership firm/LLP in India and been in operation in India for at least 3 years as on the date of bid submission | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with copies of memorandum and Articles of Association/Partnership Deed to be submitted along with GST registration certificate |
| 2 | The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16-09-2020. | Certificate of local content to be submitted as per Annexure-13 |
| 3 | Signing of pre-contract integrity pact  | The bidder should submit signed pre-contract integrity pact on Non-Judicial Stamp paper of Rs.200/- or more (as per respective Stamp Act) as per Annexure-11 |
| 4 | The Bidder has to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process. | Letter of confirmation (self-certified letter signed by authorized official of the bidder) |
| 5 | Any bidder (including PEM and OSD/OSO, if any) from a country which shares a land border with India will be eligible to bid, only if the bidder (including PEM and OSD/OSO) are registered with the Competent Authority. Bidder (entity) from a country which shares a land border with India means:a. An entity incorporated, established or registered in such a country; orb. A subsidiary of an entity incorporated, established or registered in such a country; orc. An entity substantially controlled through entities incorporated, established or registered in such a country; ord. An entity whose beneficial owner is situated in such a country; ore. An Indian (or other) agent of such an entity; orf. a natural person who is a citizen of such a country; org. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. | A declaration stating "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.We further certify that we and our OEM are not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that we and our OEM fulfills all requirements in this regard and are eligible to be considered." to be submitted in Company’s letter head. |
| 6 | The Bidder should have a minimum turnover of Rs. 1.5 Crore each year during the last three financial years [i.e., 2020-21, 2021-22 and 2022-23]. This must be the individual company turnover and not of any group of companies.MSE should have a minimum turnover of Rs.75 Lakhs each year during the last three financial years [i.e., 2020-21, 2021-22 and 2022-23]. This must be the individual company turnover and not of any group of companies.Startups should have a minimum turnover of Rs.50 Lakhs each year during the last three financial years [i.e., 2020-21, 2021-22 and 2022-23]. This must be the individual company turnover and not of any group of companies. | Bidder has to submit copies of audited Balance Sheets for last 3 Years [i.e. 2020-21, 2021-22 and 2022-23].ANDBidder must produce a certificate from the Company's Chartered Accountant to this effect.The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number. |
| 7 | The bidder should have positive Net Worth as on 31/03/2023 and also should have not eroded by more than 30% in the last three financial years ending on 31/03/2023 | The Bidder must produce a certificate from the Company's Chartered Accountant to thiseffect.The documents certified by Chartered Accountants should mandatorily contain UDIN. |
| 8 | The Bidder can be the Original Equipment Manufacturer (OEM)/ Original Software Developer (OSD)/ Original Software Owner (OSO) of the proposed Software/Hardware/Solution.(OR) an authorized dealer / System Integrator | If the applicant is a OEM/OSD/OSO, an UndertakingLetter has to submitted to this effect.If the bidder is an Authorized Dealer, an Authorization letter from their OEM and OSD/OSO to deal/market their product in India and it should be valid for entire contract period  |
| 9 | The proposed Loan Recovery App/Solution should have been implemented in one Scheduled Commercial Bank in India during the last 3 years (between 01.04.2020 to 31.03.2023) | Email confirmation specifying the name of the OEM whose product is implemented, date of completion along with client’s signature clearly mentioning the Name, Designation and Contact details of the signatory from client. Person sending the email confirmation should be from executive level (AGM or equivalent & above)**OR**Credential letter must specify the name of the OEM whose product is implemented, date of completion and confirm that the performance was satisfactory |
| 10 | Bidder and OEM Company Should not have been blacklisted by any PSU or Government Department or Regulatory or Statutory body in India as on date of publishing this RFP. | Self-Declaration from the Bidder/OEM signed by Authorized Signatory. |
| 11 | Bidder should not be insolvent, in receivership, Bankrupt, or being wound up | Self-undertaking on company’s letter head |
| 12 | The Bidder should be an ISO 9001 and ISO 27001 certified organization valid as on date of this GeM bid. | Bidder to provide a copy of ISO Certificates |

NB: No change/ addition or deletion to be made by the Bidder to any of the above clauses

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. All documents shall be uploaded online on GeM Portal while submitting the bid.

**Note:**

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. In-case of corporate restructuring the earlier entity’s incorporation certificate, financial statements, Credentials, etc. may be considered.
3. In case of business transfer where Bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired business may be considered.
4. If an agent submits a bid on behalf of the Bidder/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.
5. Bidder/OEM should continue to meet all the eligibility criteria till the award of contract.
6. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): ‘Commission has decided that in all cases of procurement, the following guidelines may be followed:
7. In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to ‘the final solution that bidders will deliver to the customer.
8. If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.’

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.

Date:

Signature with Seal:

Name:

Designation:

**Annexure-2-1**

|  |
| --- |
| **Annual Turnover and Profit** |
| [₹ in crores] | As at close of business as on |
| 31.03.19 | 31.03.20 | 31.03.21 | 31.03.22 | 31.03.23 |
| Annual Turnover |  |  |  |  |  |
| Profit Before Tax |  |  |  |  |  |
| Capital & Reserves |  |  |  |  |  |
| Networth |  |  |  |  |  |

## Annexure-3

## Bidder’s Declaration

[On Company’s letter head]

Ref: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date :\_\_\_\_\_\_\_\_\_

To

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

Dear Sir,

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Repayment App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

1. We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Loan Recovery App detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.
2. We hereby certify that we have neither been blacklisted nor expelled from any project / contract nor had any contract terminated for breach by any Public Sector Undertaking /IBA/ RBI / Regulatory Authority/ Statutory Authority / Any State or Central Government / any bank during the last five years in India or abroad.
3. (a) We hereby certify that no past/present litigations or disputes exist against our Company/firm which could adversely affect our participation under this RFP and result in the disqualification.

OR

(b) We hereby certify that past/present litigations or disputes exist against our Company/firm the brief details of which are as under:

(i)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(ii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(NB : Please strike out either 3 (a) or 3 (b) as the case may be)**

1. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of RFP, we shall intimate the Bank of the same immediately.
2. We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bank in connection with the selection of bidder or in connection with the selection/bidding process itself in respect of procurement of equipment, Solutions and Support Services.
3. We do hereby certify that not having any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department at Andhra Pragathi Grameena Bank as on the date of Bid submission.
4. The undersigned is authorized to sign on behalf of the Bidder and the necessary supporting documents delegating this authority is enclosed this letter.
5. If our offer is accepted, we undertake to complete the formalities of deliverables as per the RFP for the proposed Solution in Andhra Pragathi Grameena Bank as per the timelines mentioned.
6. If our offer is accepted, we undertake to provide Technical Consultancy / Service Support / Guidance for the solution supplied as per the above referred RFP, during the contract period.
7. We agree to abide by this offer till 180 days from the date of Commercial Bid opening / Successful Reverse Auction Event and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.
8. We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.
9. We will not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). We further understand that any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.
10. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. Bank reserves the right to verify /evaluate the claims made by the Bidder independently.
11. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.
12. We hereby undertake that we have not been blacklisted/debarred by any Scheduled Commercial Banks/Public Sector Undertakings/Government Entities in India as on date.

Date:

Signature with Seal:

Name:

Designation:

## Annexure-4

## CLIENT REFERENCES

**[To be submitted on Bidder’s Letter Head]**

|  |
| --- |
| Customers for whom the Bidder has executed similar projects for Loan Recovery App /Solution/Platform |
|  **Details** | **Reference 1** | **Reference 2** |
|  Name of the Client |  |  |
|  Address of the Client |  |  |
|  Address of the Client |  |  |
|  Name |  |  |
|  Designation |  |  |
|  Landline no |  |  |
|  Cell no |  |  |
|  Email Id |  |  |
|  Start Date |  |  |
|  End Date |  |  |
|  Brief details of the project |  |  |
|  No. of Terminals |  |  |

Documents on deployment framework, tools, templates & utilities to be provided.

Date:

Signature with Seal:

Name:

Designation:

## **Annexure 5**

## **Bidder’s Profile**

**[On Firm’s / Company’s Letter Head]**

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

**Profile of the Bidder**

| **#** | **Particulars** | **Details** |
| --- | --- | --- |
|  | Name of the Bidder Firm/ Company |  |
|  | Constitution (Ltd./ Pvt. Ltd./ Firm etc.) |  |
|  | Date of Incorporation and / or Commencement of business with supporting documents |  |
|  | Certificate of Incorporation Number (CIN) |  |
|  | Proposed OEM for **Loan Recovery App** |  |
|  | Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP) |  |
|  | 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) |  |
|  | Address for Correspondence:Registered Office:Corporate Office: |  |
|  | Single Point of contact for this RFPName:Designation:Mobile No.:Landline No.:Fax:Email-ID(any changes in the above should be informed in advance to Bank) |  |
|  | PAN numberGSTINBeneficiary Bank DetailsBeneficiary NameBeneficiary Account NumberType of Account (OD/OCC etc.)IFSCName of the Bank and Branch address |  |

Wherever applicable submit documentary evidence to facilitate verification.

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

Date:

Signature with Seal:

Name:

Designation:

## **Annexure-6**

## **Scope of Work**

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref:** **GEM/2023/B/4251900 dated 24/11/2023**

**Detailed Scope of Work**

| **#** | **Description** |
| --- | --- |
| 1 | The mobile application must be basically aimed as a tool for field recovery using recovery staff/agent of the Bank. |
| 2 | The solution shall also be accessible through web application for generation of notices, MIS generation etc. |
| 3 | The Solution should be accessible through all leading web browsers and through Mobile Application (Android and IOS based)  |
| 4 | Bidder shall provide the suitable template for uploading the loan recovery information on to the portal. Solution shall support txt, xls, xlsx, csv, pdf, doc, docx for both import and export.  |
| 5 | Bank will provide/upload the required SMA and NPA data (basic details) and other data on T+1 Day basis and Bidder is required to display the data in the application |
| 6 | The solution should be robust & resilient and able to display upto 2.5 Lakh SMA accounts & 1 Lakh NPA Accounts at any point of time during contract period. |
| 7 | App must support to 1. To sync data from the server 2. Store and forward 3. Search records from the existing database 4. Record all the existing follow up and future up date |
| 8 | App must have the dashboard facility option to know the branch wise/RO/HO wise summary based on roles. It should provide graphical display of sector wise data of respective Branches, ROs and HO |
| 9 | Application has to group the accounts based on special watch/NPA/Suit Filed/DRT/Sarfaesi etc. and allow the users to further drill down account-wise information |
| 10 | The Mobile App should have provision to update LATITUDE-LONGITUDE for each borrower manually and to update dynamically during visit. The app shall also have provision to update contact number/address/geo-map the location of the borrower |
| 11 | The Mobile App should dynamically display the location of Borrower based on the available information. |
| 12 | Application must have the provision to initiate SMS, e-Mail and WhatsApp message reminders to SMA/NPA borrowers in Telugu/English language as per the frequency of the Bank by integrating with the Bank’s gateways |
| 13 | The solution shall preferably able to generate notices in PDF format (Telugu & English language) for SMA & NPA accounts/specific accounts Borrower wise, Branch, RO & HO wise as and when required and as per the format defined by the Bank. |
| 15 | The Solution should have facility to capture the photographs & paper publications and tag it against the particular account. Images and documents shall be stored in compression mode to save storage |
| 16 | The solution shall display the list of eligible OTS accounts and show MRA as provided by the Bank as per eligible schemes |
| 17 | The solution shall preferably generate notices to attend Lok Adalat, recovery camp etc. as and when required by the Bank. |
| 18 |  The Solution should provide the MIS report details of SMA & NPA accounts regularized and other MIS as required by the Bank |
| 19 | The solution must have functionality for exporting & importing MIS reports in spread sheet, pdf etc. formats. |
| 20 | The Solution should have facility to update the follow up details, remarks and commitments by Branch staff for SMA and NPA accounts.  |
| 21 | The solution should be hosted in an On-premise environment. |
| 22 | The Solution should preserve all the transaction and data details during the contract period. |
| 23 | Standby server shall be hosted at DC. |
| 24 | The vendor should take periodic backup of the data to prevent loss of Data due to data corruption, data base crash etc. |
| 25 | Bidder has to support admin functions User maintenance i.e., User Br Change /Permanent / temporary de-activation/Reset/Unlock etc.  |
| 26 |  The selected bidder should handover the complete data pertaining to Bank after completion of contract period or upon termination in open readable format such as .xlsx, .pdf, .docx etc. Once the data is handed over, the vendor/service provider shall erase all the data including the backup permanently which are under the custody of the service provider. |
| 27 | The selected bidder should conduct vulnerability assessment and penetration testing (VAPT) of their infrastructure through CERT-IN empanelled vendors and mitigate the vulnerabilities if any. VA shall be conducted half-yearly and PT shall be conducted Yearly. The report has to be submitted to the Bank |
| 28 | The solution should be bug free without any back door to the hacker and the selected bidder should submit the code audit report as and when changes are carried out in the software. |
| 29 | The bidder shall abide the laws of the land/guidelines/regulations/frameworks as per IT Act 2000, IT Act rules 2011. |
| 31 | The solution should have separate test and production environment. |
| 32 | The bidder should inform cyber incidents and severity if any and action taken by the bidder, to the Bank as and when it occurs. |
| 33 | The service provider should have incident management and response team on 24 X 7 basis to handle cyber incidents. |
| 34 | There should be physical or logical separation of the services offered by the Service provider to other customers if any. |
| 35 | The service provider should have well defined Business continuity plan in case of unforeseen emergencies. |
| 36 | The solution should encrypt the data in transit and at rest using at least AES 256-bit encryption and TLS 1.2 or later |
| 37 | The solution should have dual factor authentication using OTP and also with self-service password reset. |
| 38 | The bidder should provide helpdesk from 10.00 AM to 7.00 PM through e-mail and telephone on all working days of the Bank. |
| 39 | All user facing web portal should be designed as per reactive (highly responsive) technology |
| 40 | Solution should support to integrate with Bank's Azure AD  |
| 41 | Suitable provision to be enabled in the app against data leakage by disabling download option, screen capture etc |
| 42 | The app shall have the provision to highlight the defaulting borrowers who are residing in the vicinity of the location |

## **Annexure 7**

## **Bank Guarantee Format for Earnest Money Deposit**

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

To

The General Manager,

Andhra Pragathi Grameena Bank,

Second floor, DIT, Head Office,

Near Mariyapuram church, Akkayapalle

Kadapa-516003

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:

1. If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
2. 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2023.

(SIGNATURE & SEAL OF THE BANK)

|  |
| --- |
| This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as followsName of the Bank: Andhra Pragathi Grameena BankName of the Branch: HEAD OFFICEIFSC Code: APGB0000001  |

## **Annexure 8**

## **Bill of Material**

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

|  |
| --- |
| Notes1. These details should be on the letterhead of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2. Please be guided by 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.
 |

**TABLE-A**

**(Software License Cost & Implementation Cost)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Item Details** | **Cost**  | **Tax Amount** | **Total Cost** |
|  | Software License Cost |  |  |  |
|  | Implementation Cost |  |  |  |
|  | **TOTAL Cost** |  |  |  |

**TABLE-B**

**AMC/ATS Charges**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **#** | **Item Details** | **AMC/ATS Charges** | **Cost** **of AMC/ATS** | **Tax Amount** | **Total Cost****(incl. Tax)** |
| **2nd Year** | **3rd Year** | **4th year** | **5th year** |
|  |  |  |  |  |  |  |  |  |

 **TABLE-C**

**TOTAL COST FOR 5 YEARS (Including Warranty and AMC/ATS)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Details** | **Total Cost** **(excluding Tax)**  | **Tax Amount** | **Total Cost of the** **Project** |
| **1** | **Cost as per Table-A** |  |  |  |
| **2** | **Cost as per Table-B** |  |  |  |
|  | **GRAND TOTAL** |  |  |  |

**Undertaking**

1. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
2. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
3. 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.
4. 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.
5. We are agreeable to the payment schedule as per “Payment Terms” of the RFP.

Date:

Signature with Seal:

Name:

Designation:

## **Annexure 9**

## **Performance Bank Guarantee Format**

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

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

To,

The General Manager,

Andhra Pragathi Grameena Bank,

Second floor, DIT, Head Office,

Near Mariyapuram church, Akkayapalle

Kadapa-516003

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\_\_\_\_\_\_\_\_\_\_\_) an amount equivalent to 3% of the Contract Price plus GST against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

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

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

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

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part of 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 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

1. Our liability under this guarantee shall not exceed Rs.**\_\_\_\_\_\_\_\_\_\_\_\_(**Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)
2. This guarantee shall be valid upto \_\_\_\_\_\_\_\_\_\_ and;
3. 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 Kadapa on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (mention period of the guarantee as found under clause ii. above plus claim period).

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

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2023.

For and on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BRANCH MANAGER

SEAL

ADDRESS

PLACE

|  |
| --- |
| This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows**Name of the Bank: Andhra Pragathi Grameena Bank****Name of the Branch: Head Office DIT****IFSC Code: APGB0000001** |

## Annexure 10

## **NON-DISCLOSURE AGREEMENT**

**[On Firm’s / Company’s letter head]**

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

WHEREAS, we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Bidder, are agreeable to the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations to Andhra Pragathi Grameena Bank, having its Head Office at
Mariyapuram, Kadapa 516003 hereinafter referred to as the BANK and,

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

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

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

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

Date:

Signature with Seal:

Name:

Designation:

## Annexure 11

## Pre-Contract Integrity Pact

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

1. **GENERAL**
	1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on­­­\_\_\_\_\_ day of the month 20\_\_\_\_ , between, the Andhra Pragathi Grameena Bank, a body corporate constituted under RRB Act 1976 having its Head office at near Mariyapuram church, Akkayapalli Kadapa, 516003,with branches spread over 10 districts of A.P (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , General Manager, DIT, HO, Kadapa representing Andhra Pragathi 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. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/ltem) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and
	2. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under RRB Act 1976.
	3. WHERAS 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/ltems/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.
1. 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:-
	1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
	2. 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:

1. **COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following: -

* 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.
	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. 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 he 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.

1. **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 biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

* 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.
	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.
	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. 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.
	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.
	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.
	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.
	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.
1. **PREVIOUS TRANSGRESSION**
	1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
	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.
2. **EARNEST MONEY (SECURITY DEPOSIT)**
	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.
	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.
	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.
	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.
3. **SANCTIONS FOR VIOLATIONS**
	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:-
4. 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.
5. 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.
6. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
7. 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 .
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
	1. 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.
	2. 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.
15. **FALL CLAUSE**
	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 he refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.
16. **INDEPENDENT EXTERNAL MONITORS**
	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.
	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.
	3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
	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.
	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.
	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.
	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.
	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.
17. **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,

1. **LAW AND PLACE OF JURISDICTION**

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

1. **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.

1. **VALIDITY**
	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.
	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.
2. The parties hereby sign this Integrity Pact at ............ on ...................

|  |  |
| --- | --- |
| **Signed, Sealed and Delivered for “Andhra Pragathi Grameena Bank” By it’s constituted Authority** | **Signed, Sealed and Delivered for M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by it’s constituted Authority** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Company Seal** | **Company Seal** |
| **Witness I** | **Witness II** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## **Annexure 12**

## **Format to Submit Pre-Bid Queries**

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

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| **#** | **Annexure** | **Page #** | **Clause No.** | **Existing Clause** |  **Query / Suggestions** |
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**Note:**

* + 1. Pre-Bid queries shall be submitted strictly as per the format above to hodit\_hw@apgb.in & apgbdit@apgb.in as per the schedule mentioned in the Bid Control Sheet.
		2. The Email Subject Shall be “**Pre-Bid Queries for RFP No. GEM/2023/B/4251900 dated 24/11/2023”**
		3. Queries received after the scheduled date and time shall not be considered.

## **Annexure 13**

## **Make in India Certificate**

Reference No. **GEM/2023/B/4251900 dated 24/11/2023** Date……….

To,

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

Dear Sir/Madam,

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

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are local supplier meeting the requirement of minimum local content i.e., \_\_\_\_\_\_% against Andhra Pragathi Grameena Bank Tender No…………………………………. dated………………….. We qualify as a \_\_\_\_\_\_\_\_\_\_\_\_ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal

## **Annexure 14**

## **Application Integrity Statement**

**[On OEM’s letter head]**

To,

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

Dear Sir,

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

In reference to the above-mentioned RFP, We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the OEM) undertake, that application supplied for Implementation of **Loan Recovery App** as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Date:

Signature with Seal:

Name:

Designation:

## **Annexure 15**

## **Undertaking Letter for Central Minimum Wages Act & Labour Laws**

**[On Firm’s / Company’s letter head]**

To,

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

Dear Sir

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

Further to our proposal dated ………………………………, in response to the Request for Proposal (Bank’s tender No hereinafter referred to as **“RFP”**) issued by Bank, we hereby covenant, warrant and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages/ salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed as part of this solution/activity must comply with government’s rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the “Minimum Wages / Salary stipulated by government in the Act by your company.

**(Proof of compliance and labour license needs to be submitted along with the quotation).**

Date:

Signature with Seal:

Name:

Designation:

## **Annexure 16**

## **Statement of No Deviation**

**[On Firm’s / Company’s letter head]**

To

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

Dear Sir,

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

Further to our proposal dated ………………………………, in response to the Request for Proposal (Bank’s tender No hereinafter referred to as **“RFP”**) issued by Bank, we hereby covenant, warrant and confirm as follows:

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

Date:

Signature with Seal:

Name:

Designation:

## **Annexure 17**

## **Undertaking by the Bidder**

**[On Firm’s / Company’s letter head]**

To

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

Dear Sir,

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

We submit our Bid Document herewith.

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Purchase Order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Date:

Signature with Seal:

Name:

Designation:

## **Annexure 18**

## **Undertaking to Abide by all By-Laws/ Rules/ Regulations**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

**Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements**

In consideration of Andhra Pragathi Grameena Bank, a body corporate, constituted under RRB Act, 1976 as amended from time to time having its Head Office at Mariyapuram, Kadapa. (hereinafter referred to as “Bank” which expression shall include its successors and assigns), we, M/s…………………., having its Registered Office at………………………, do hereby, having examined the **RFP for \_\_\_\_\_\_\_\_\_\_\_\_\_ with RFP Ref. No. GEM/2023/B/4251900 dated 24/11/2023** including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_.

Place:

**For M/s. …………………………….**

………………………………………….

**[Seal and Signature(s) of the Authorized Signatory (s)]**

## **Annexure 19**

## **Undertaking for Non-Blacklisting/ Non-Debarment of the Bidder**

**[On Firm’s / Company’s letter head]**

To

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

Dear Sir,

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

* 1. We M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
	2. We further confirm that all the information as per requirement of the Bank have been included in our bid.
	3. Further we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
	4. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
	5. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
	6. (Deviation to the above if any, the Bidder must provide details of such action(s)

1.

2.

Date:

Signature with Seal:

Name:

Designation:

## Annexure 20

## Self-Declaration of MSEs & Startups

**[On Firm’s / Company’s letter head]**

To

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

Dear Sir,

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

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 (03) years from being eligible to submit Bids for contracts with Andhra Pragathi Grameena Bank.

Date:

Signature with Seal:

Name:

Designation:

## Annexure 21

## Compliance Statement

**[On Firm’s / Company’s letter head]**

To

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

Dear Sir,

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

**DECLARATION**

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank.

|  |  |
| --- | --- |
| **Description** | **(Yes/No)** |
| Compliance to Terms & Conditions |  |
| Compliance to Technical & Functional Requirements/ Specifications of the subject RFP |  |
| Compliance to Scope of Work of Subject RFP |  |

Date:

Signature with Seal:

Name:

Designation:

## **Annexure 22**

## **UNDERTAKING FOR APPLICABILITY OF PURCHASE PREFERENCE POLICY**

**[On Firm’s / Company’s letter head]**

To

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

Dear Sir,

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

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:**

Please indicate your preference against only one policy.

The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).

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.

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.

The option once exercised cannot be modified subsequently.

Date:

Signature with Seal:

Name:

Designation:

## **Annexure 23**

## **Declaration regarding “Restrictions on procurement from a Bidder of a Country which shares a land border with India**

**[On Firm’s / Company’s letter head]**

To

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

**Subject: Declaration in respect of “Restrictions on procurement from a Bidder of a country which shares a land border with India” pursuant to Order No: F.No 6/18/2019-PPD dated: 23-July-2020 from Department of Expenditure, Ministry of Finance.**

Dear Sir,

With reference to our bid proposal for participation in Andhra Pragathi Grameena Bank RFP Ref No: **GEM/2023/B/4251900 dated 24/11/2023**, I/we hereby confirm that, I/We have read the Order No: F.No 6/18/2019-PPD dated: 23-July-2020 and subsequent orders in this regard from Department of Expenditure, Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I/We hereby certify that we fulfil all requirements in this regard and are eligible to be considered to participate in above mentioned tender.

I/We hereby confirm that we shall be abiding by the rules and regulations mentioned under Order No: F.No 6/18/2019-PPD dated: 23-July-2020 from Department of Expenditure, Ministry of Finance, for participating in above mentioned tender.

We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member/Assignee, as applicable, is enclosed as Annexure\_\_\_\_\_.

**\*Bidder to strike-off the part, if not applicable.**

**\*\*Bidder to mention the Annexure no.**

Date:

Signature with Seal:

Name:

Designation:

## Annexure 24

## Manufacturer’s Authorization Form

**[On OEM’s letter head]**

To

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

Dear Sir,

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_who are established and reputed manufacturers/Service Provider of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_having factories/development facilities/Offices 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 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 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 any new Operating Software releases.

We also confirm that the proposed hardware/solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the hardware/solution will work without any hassles in all the locations. We also confirm that all the equipment/software/solution offered are not “End of Life” during the next One 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.

Date:

Signature with Seal of Authorized Signatory:

Name:

Designation:

## **Annexure 25**

## **Sizing Adequacy Letter**

**[On OEM’s letter head]**

To

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

Kadapa-516003

Dear Sir,

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

We who are established and reputable manufacturers/ producers of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having factories/Offices/development facilities at (address of factory/ facility) have reviewed the sizing submitted by the Bidder.

We confirm that the sizing provided is adequate and will meet the requirements of the Bank as stated in the RFP.

We also confirm that the proposed Infrastructure is compatible with the proposed solution.

Date:

Signature with Seal of Authorized Signatory:

Name:

Designation:

## Annexure-26

## Escalation Matrix

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

To

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

Kadapa-516003

Dear Sir,

**SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of Loan Recovery App in Andhra Pragathi Grameena Bank.**

**Ref: GEM/2023/B/4251900 dated 24/11/2023**

**Name of the Bidder Firm: Implementation Related Issues:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl. No.** | **Name** | **Level of Contact** | **Office Postal Address** | **Phone No.** | **Mobile No.** | **Fax** | **Email address** |
|  |  | **First Level Contact** |  |  |  |  |  |
|  |  | **Second level contact** **(If response not received in 24 Hours)** |  |  |  |  |  |
|  |  | **Regional/Zonal Head (If response not received in 48 Hours)** |  |  |  |  |  |
|  |  | **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** |
|  |  | **First Level Contact** |  |  |  |  |  |
|  |  | **Second level contact** **(If response not received in 4 Hours)** |  |  |  |  |  |
|  |  | **Regional/Zonal Head (If response not received in 12 Hours)** |  |  |  |  |  |
|  |  | **Country Head (If response not received in 24 Hours)** |  |  |  |  |  |

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

|  |  |
| --- | --- |
| Date | Signature with sealName :Designation : |