



ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్ ఆంధ్ర ప్రగతి గ్రామీణ బేంక
ANDHRA PRAGATHI GRAMEENA BANK

(Sponsored by Canara Bank)

(భారత ప్రభుత్వ సంస్థ)

COMMITTED TO RURAL DEVELOPMENT

Request for Proposal in GeM Portal [RFP]
for

“Supply, Installation, Commissioning and Maintenance of 72 normal online UPS units along with Batteries with Warranty period of 3 years for UPS and 4 years for Batteries for our Branches/Offices”

RFP Ref. No.: GEM/2024/B/5274253 dated 09/08/2024

GEM BID No: GEM/2024/B/ 5274253

Issued by:

Andhra Pragathi Grameena Bank,
Department of Information Technology,
Procurement Section,
2nd Floor, Beside Mariyapuram
Church,
Kadapa -516 003

Mobile: 7382132810

hodit_hw@apgb.in

RFP Ref. No.: GEM/2024/B/ 5274253 dated 09/08/2024



BID SCHEDULE & ABBREVIATIONS

BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	GEM/2024/B/5274253 dated 09/08/2024
2.	Name of the Wing	Department of Information Technology
3.	Brief Description of the RFP	Supply, Installation, Commissioning and Maintenance of 72 normal online UPS units along with Batteries with Warranty period of 3 years for UPS and 4 years for Batteries for our Branches/Offices
4.	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-516 003 YSR Kadapa Dist, AP
5.	Date of Issue of RFP	As per GeM Bid Document
6.	Earnest Money Deposit (Refundable)	As per GeM Bid Document
7.	Performance Bank Guarantee/Bid Security	As per GeM Bid Document
8.	Last Date, Time Submission of Bids	Bid End Date/Time as per GeM Bid Document
9.	Date, Time & Venue for opening of Part A – Technical Proposals.	Bid Opening Date/Time as per GeM Bid Document Venue: Andhra Pragathi Grameena Bank, Head Office, II Floor, Department of Information Technology, Beside Mariyapuram Church, Akkayapalle, KADAPA-516 003, YSR Kadapa Dist, AP
10.	Date, Time & Venue for opening of Part B - Commercial Proposals	Will be intimated at a later date for technically qualified bidders.
11.	Pre-bid Queries Submission Date & Time	1. Pre bid queries should be submitted as per Annexure 21 . 2. Pre-bid Queries should be sent to E-mail hodit_hw@apgb.in and must reach us on or before 17/08/2024, 4.00 PM. Subject of the email should be given as “ Pre Bid Queries for GEM/2024/B/5274253 dated 09/08/2024 ”. Queries reaching afterwards will not be entertained. Submitted queries may be considered based on the acceptance of competent authority.



ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్ ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్
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Sl. No.	Description	Details
12.	Other Details	<ol style="list-style-type: none">1. Subsequent changes made based on the suggestions and clarifications as per pre-bid queries shall be deemed to be part of the RFP document and shall be shared with all the bidders.2. No suggestions or queries shall be entertained after CUT-of date mentioned in RFP.
13.		<p>This document can be downloaded from following website https://gem.gov.in/.</p> <p>Any Amendments, Modifications, Pre Bid Replies, Clarifications & any communication etc. will be uploaded in the Bank's website (i.e. https://www.apgb.in & GeM (https://gem.gov.in/)). No individual communication will be sent to the individual bidders.</p>



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.



Department of Information Technology, Head Office, Kadapa 516003, AP

1. About Andhra Pragathi Grameena Bank

- 1.1. Andhra Pragathi Grameena Bank 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.
- 1.2. The Bank is a forerunner in implementation of IT related products, services, and continuously making efforts to provide the state of art technological products to its customers.

2. Definitions

- 2.1. 'Bank' means unless excluded by and repugnant to the context or the meaning thereof, shall mean '**Andhra Pragathi Grameena Bank**', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal in GeM portal and shall be deemed to include its successors and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for "**Supply, Installation, Commissioning and Maintenance of 72 normal online UPS units along with Batteries with Warranty period of 3 years for UPS and 4 years for Batteries for our Branches/Offices in 10 districts of the Bank**"
- 2.3. 'Bidder' means a vendor submitting the proposal in response to the RFP.
- 2.4. 'Product' means "**Supply, Installation, Commissioning and Maintenance of 72 normal online UPS units along with Batteries with Warranty period of 3 years for UPS and 4 years for Batteries for our Branches/Offices in Andhra Pragathi Grameena Bank,**"
- 2.5. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required. 'Selected bidder' / Successful bidder' / 'L1 bidder' means the bidder who is found to be the lowest bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of this RFP

3. About RFP

- 3.1 Bank intends to select vendor for **Supply, Installation, Commissioning and Maintenance of 72 normal online UPS units along with Batteries with Warranty period of 3 years for UPS and 4 years for Batteries for our Branches/Offices** located in 9 Regional offices and Head Office in 10 districts of A.P for a period of 8 years (onsite warranty of Three (3) years and Five (5) years AMC for UPS & onsite warranty of Four (4) years and Four (4) years AMC for Batteries) as per the terms & conditions, technical requirements and scope of work described elsewhere in this document.
- 3.2 The bidder has to go through the following clauses and other terms & conditions described elsewhere in this document:



#	Description
1	Scope of Work as per Annexure-2 for Supply, Installation and Maintenance of 72 online UPS along with Batteries and Battery stand in Andhra Pragathi Grameena Bank.
2	Technical Requirements as per Annexure-9 for Supply, Installation and Maintenance of 72 online UPS along with Batteries and Battery stand in Andhra Pragathi Grameena Bank.
3	Delivery timelines as per clause-11 of this RFP for Supply, Installation and Maintenance of 72 online UPS along with Batteries and Battery stand in Andhra Pragathi Grameena Bank.
4	Payment terms as per clause-15 of this RFP for Supply, Installation and Maintenance of 72 online UPS along with Batteries and Battery stand in Andhra Pragathi Grameena Bank.
5	Penalties as per clause-14 of this RFP for Supply, Installation and Maintenance of 72 online UPS along with Batteries and Battery stand in Andhra Pragathi Grameena Bank.
6	Eligibility Criteria as per Annexure-1 for Supply, Installation and Maintenance of 72 online UPS along with Batteries and Battery stand in Andhra Pragathi Grameena Bank

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

4. Objective:

The objective of this RFP is to procure Supply, Installation, Commissioning and Maintenance of 72 normal online UPS units along with Batteries with Warranty period of 3 years for UPS and 4 years for Batteries for our Branches/Offices

5. Requirement Details:

5.1. Bank intends for the procurement of Supply, Installation, Commissioning and Maintenance of 72 normal online UPS units along with Batteries with Warranty period of 3 years for UPS and 4 years for Batteries for our Branches/Offices of the Bank. In this connection, Bank invites proposal/offers in GeM portal from prospective bidders for the Supply, Installation, Commissioning and Maintenance of 72 normal online UPS units along with Batteries in Andhra Pragathi Grameena Bank as per the terms & conditions, Technical Specifications and Scope of Work described elsewhere in this RFP. The brief description 72 No of UPS and Batteries is furnished in following table:

Item Details	Quantity	Location
Supply, Installation, Commissioning and Maintenance of 72 normal online UPS units along with Batteries with Warranty period of 3 years comprehensive onsite warranty for UPS units and 4 years for Batteries supplied by the bidder and further provide 5 years comprehensive onsite AMC (AMC at Banks discretion) for UPS units and 4 years for	72	Delivery will be in 72 locations of 10 districts of A.P)



Batteries as per Technical Specifications narrated in Annexure-9.		
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5.1 It may be noted that the requirement given in this RFP is indicative only and may vary as per actual needs. Also note that there is no minimum purchase commitment by the Bank to the selected bidder.

5.2 Detailed technical specification for the above online UPS units is furnished in Annexure-9. All the Hardware / Software ordered for Supply and Maintenance of UPS units should have comprehensive onsite warranty of 3 years for UPS units and 4 years for Batteries supplied by the bidder and further provide comprehensive onsite AMC of 5 years for UPS units and 4 years for Batteries (if contracted). However, decision of entrusting AMC is at the discretion of the Bank.

5.3 Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.

6 Participation methodology

- 6.1 In this RFP either the authorized bidder on behalf of the Principal/OEM/OSD or Principal/OEM/OSD itself can bid but both cannot bid simultaneously for the same item/product. If participated, the bids of Principal/OEM/OSD and the authorized bidder/s are liable for rejection.
- 6.2 If a bidder bids on behalf of the Principal/OEM/OSD, the same bidder shall not submit a bid on behalf of another Principal/OEM/OSD in this RFP for the same item/product/service.
- 6.3 If any product of Principal/OEM/OSD is being quoted in this RFP, the Principal/OEM/OSD cannot bid for any other Principal's/OEM's/OSD's product. If participated, the bids of Principal/OEM/OSD and the authorized bidder/s are liable for rejection.
- 6.4 In the event of the bidder being not able to perform the obligations as per the provisions of the contract, the OEM/OSD/principal should assume complete responsibility on behalf of the bidder for providing 72 No of UPS & Batteries i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the bank. To this effect bidder should provide a dealer/distributor certificate as per Annexure-5.

7 Pre-Qualification Criteria

- 7.1 Interested bidders, who are capable to Supply, Installation, Commissioning and Maintenance of 72 normal online UPS units along with Batteries with Warranty period of 3 years for UPS and 4 years for Batteries & comprehensive onsite AMC of 5 years for UPS units and 4 years for Batteries for our Branches/Offices in Andhra Pragathi Grameena Bank and meet the eligibility Criteria as per Annexure-1, may respond. However, decision of entrusting AMC is at the discretion of the Bank.
- 7.2 Non-compliance to any of the Pre-Qualification criteria would result in outright rejection of the bidder's proposal. The bidder is expected to provide proof for each of the points for



eligibility Criteria evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Compliance". Any credential detail mentioned in "eligibility Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.

7.3 Andhra Pragathi Grameena Bank, reserves the right to verify/evaluate the claims made by the bidder independently and seek further documents without any limitation for evaluating the offer. Any deliberate misrepresentation will entail rejection of the offer

8 Bid Validity Period:

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

9 Scope of Work

- 9.1 Interested bidders, who are capable to Supply, Installation, Commissioning and Maintenance of 72 normal online UPS units along with Batteries with Warranty period of 3 years for UPS and 4 years for Batteries & comprehensive onsite AMC of 5 years for UPS units and 4 years for Batteries for our Branches/Offices can participate in the bid subject to meeting the eligibility Criteria criteria as per Annexure-I
- 9.2 The detailed Scope of work shall include but not be limited is mentioned in Annexure-2. The bidder has to confirm compliance to the Scope of Work as mentioned in Annexure-2. 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.
- 9.3 For smooth completion of project, the selected bidder should identify two of its representatives as primary point of contact for the Bank.
- 9.4 Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.
- 9.5 The Contract duration is for a period of 8 years. The bidder is required to provide 5 years comprehensive onsite AMC for UPS units and 4 years for Batteries after 3 years warranty for UPS and 4 years warranty for batteries supplied by the bidder. However, decision of entrusting AMC is at the discretion of the Bank.
- 9.6 The above mentioned quantity may increase/decrease depending upon the Bank's discretion.
- 9.7 The Bidder has to replace all the defective spares during warranty period. All parts should be covered under warranty.
- 9.8 All materials to be supplied should be original and Brand New.
- 9.9 The mandatory condition for accepting the bids shall be the post installation services and the network of service locations/Engineers in operational area of the Bank at Anantapuramu, Annamaiah, Bapatla, YSR Kadapa, Kurnool, Nandyal, SPSR Nellore, Prakasam, Sri Satya Sai and Balaji districts of A.P.
- 9.10 The vendor shall provide 36 months free maintenance service for UPS and 48 months free maintenance service for Batteries from the date of installation and such service shall include repair and replacement of all kits or parts and spares as and when required. The vendor shall provide required support services by way of actual maintenance by their engineers and/or arrange for supply of kits or parts and spare parts on terms to be mutually agreed upon. Further, after sales support shall be provided at least for a period of 5 years for UPS and 4 years for batteries under AMC after warranty period.



- 9.11 The bidder shall fill the batteries with distilled water Half-Yearly during the warranty period and submit the service call reports to the bank without fail. If the reports are not submitted, an amount of Rs 1000 + GST for each unit for not refilling of distilled water and non-submission of service call report per Half-Year will be levied as penalty to the successful Bidder. The same will be deducted by invoking Bank Guarantee submitted by the successful bidder.
- 9.12 The vendors should supply spares for a minimum period of 8 years even though the bank opts for third party servicing.
- 9.13 Vendor should provide Schematic of the UPS that is quoted with all breakers and indicators.
- 9.14 Vendor should submit a Test Certificate from an Approved Agency specified by us conforming to the specifications that offered by you for the UPS & Batteries are as mentioned in the terms and conditions.
- 9.15 The price of UPS system and Batteries shall be quoted as one Unit.
- 9.16 Only standard components to be used in the UPS units along with Batteries and are as per Technical Specifications as mentioned in Annexure-9 of this RFP.
- 9.17 Vendor has to invariably submit Annexure-8 on compliance to various terms and conditions.
- 9.18 Hardware, system and UPS unit is used throughout this documents in synonymous to the phrase 'UPS along with Batteries and its peripherals including cables and consumables except for the purpose of warranty and AMC where warranty for UPS is 3 years and for batteries 4 years, and AMC period for UPS is 5 years and for Batteries is 4 years.
- 9.19 Documents received with the image of the signature and seal will not be considered for evaluation.
- 9.20 Commercials offered during the Online Reverse Auction shall be valid up to 180 days from the date of issuance of Purchase order. Bank may place repeat orders at its discretion as per the commercials offered during the Online Reverse Auction for any quantity other than mentioned above.

The above rates quoted by the successful bidder shall be considered for placing orders for UPS or batteries separately whenever required for the above mentioned validity period. It is the discretion of the Bank to take decision on such future procurements.

10 Training:

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

11 Delivery, installation and maintenance:

- 11.1 Bank shall provide the address and contact details for delivery of 72 online UPS along with Batteries and Battery stand while placing the order.
- 11.2 Delivery of 72 online UPS along with Batteries and Battery stand should be within Eight (8) weeks from the date of issue of the Purchase Order. Please note that no extra charges will be paid. The successful bidder has to arrange for road permit, E-Way bill at his own cost. It will be the sole responsibility of the successful bidder to submit any form required for release of shipment from the check post.
- 11.3 Bidder should ensure installation, configuration, Integration, Implementation and commissioning of the delivered Hardware complete all the works specified in the Scope of Work at the bank branch/office within 2 weeks from the date of delivery of all the materials for each ordered locations.



- 11.4 Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are to be delivered/not billed, the bidder in such cases shall deliver, install at the modified locations at no extra cost to the Bank. However, if the hardware items are already delivered/billed, and if the modifications in locations are made after delivery, the bidder shall carry out installation at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty & AMC (if contracted) should be applicable to the altered locations also.
- 11.5 The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.
- 11.6 The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of hardware to different locations and the successful bidder is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.
- 11.7 Installation of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Bid.
- 11.8 Partial, incomplete, or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.
- 11.9 Bidder should provide soft copy details of 'UPS Units with batteries' to our office (DIT) after completion of delivery & installation in excel format i.e., Machine serial number, date of delivery & date of installation of hardware.**
- 11.10 The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware/batteries and connecting to power supplies. The Supplier will test all operations and accomplish all adjustments necessary for successful and continuous operation of the Hardware / Peripherals at all installation sites. In case the Bank desires the equipment to be shifted to a location other than the originally indicated location, vendor shall install the same at the new location without any additional cost to the bank. However, shifting will be done by the Bank.
- 11.11 The installation will be deemed as incomplete if any component of "UPS Units along with batteries" is not delivered or delivered but not installed and/or nor made operational or found not acceptable to the Bank after PDI for 'UPS Units along with batteries'. The installation will be accepted only after commissioning of 'UPS Units along with batteries' and satisfactory working for a minimum period of 10 days.



12 Pre-Dispatch Inspection (PDI):

- 12.1 The Bank and/or its nominated officials/consultants may carry out pre-dispatch inspection of all ordered equipment or any part thereof before delivery. On account of PDI, there will not be any change in delivery terms and conditions. However, the bank will have the discretion to conduct PDI.
- 12.2 The selected bidder shall inform his readiness for pre-dispatch inspection at least 7 days in advance. However, if the PDI is not conducted within seven days from the date of readiness for PDI given by the Vendor for the reason attributable to the Bank and/or Bank's PDI Vendor, Bank will extend the date of Delivery to the extent of delay in conducting PDI. Inspection of the ordered equipment to be supplied to the Bank shall be carried out at bidder's site/facility. There shall not be any additional charges payable by the Bank for such inspection. However, the Bank will have the discretion to recover the costs related to travel and stay of its staff/consultants from the bidders if the ordered equipment offered for inspection are not as per the Bank's order or if the vendor fails to comply with the test and inspection procedure.

13 Hardware Maintenance:

- 13.1 Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- 13.2 The Bank will maintain a register at its site in which, the Bank's operator/supervisor shall record each event of failure and / or malfunction of the equipment. The bidder's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the bidder's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official. The bidder shall provide replacement equipment if any equipment is taken out of the premises for repairs.
- 13.3 In case the supply is not according to the order or if the components, if any, are found to be varying from the order in any respect, the Vendor will undertake to replace at no extra cost to the Bank, during the period of use or after the warranty also.
- 13.5 The Bidder will assume total responsibility for the fault free operation of hardware and maintenance during the warranty and AMC.
- 13.4 GST will be collected at applicable rates on Penalty Charges and the same will be deducted from the payments due to the Bidder. Bank will raise Invoice for the charges deducted.

14 Penalties/Liquidated Damages:

- 14.1 **Penalties/Liquidated damages for delay in Delivery and Installation, of 72 online UPS along with Batteries and Battery stand in all locations would be as under:**
 - 14.1.1 Non-compliance of the delivery **timeline** will result in the Bank imposing penalty 0.50% on delay in delivery of UPS Units & Batteries , per week or part thereof, on the value of Online UPS (excluding Warranty and AMC), exclusive of tax.
 - 14.1.2 Non-compliance of the installation **timeline** will result in the Bank imposing penalty 0.50% on delay in installation per UPS Units & Batteries, per week or part thereof, on the value of the Online UPS (excluding Warranty and AMC), exclusive of tax.



14.1.3 However, the total Penalty/LD to be recovered under above **clauses 14.1.1 & 14.1.2** shall be restricted to 10% of the value of Online UPS (excluding Warranty and AMC), exclusive of tax.

14.2 Penalties/Liquidated damages for delayed service:

On lodgement of complaint, service should be provided and rectification of reported problem within one business day. In case any part is found defective & needs to be taken to the Vendor's Premises/ lab for repairs, the Vendor should either ensure the required parts is replaced or a standby equipment is provided in place of defective equipment within 24 hours or next business day.

Failure to repair/ replace as above will be a breach of warranty and a penalty of Rs.500/- per day per item will be levied for number of days delayed, subject to a maximum of 10% of the contract value. The amount of penalty will be recovered from the bidder from payments due to them or by invoking Bank Guarantees provided for warranty. If the penalty amount reaches the maximum, Bank will be at liberty to cancel the contract and invoke any or all the Bank Guarantees provided by the Bidder.

14.3 Penalties/Liquidated Damages for non-performance: If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to invoke the Bank Guarantee.

14.4 The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

14.5 If any act or failure by the bidder under the agreement results in failure or inoperability of UPS 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.

14.6 If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

14.7 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 Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill.

14.8 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.

14.9 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 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.

14.10 All the above LDs are independent of each other and are applicable separately and concurrently.



14.11 LD is not applicable for the reasons attributable to the Bank and Force Majeure.

15 **PAYMENT TERMS:**

All payments will be released from our office within 30 days of claim and upon submission of all relevant documents. The payments will be released through NEFT/ RTGS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. Applicable TDS, if any, will be deducted at the time of releasing the payments.

I. **On Delivery:** Seventy (70)% of the Contract Price of the Goods along with applicable GST, shall be paid on delivery of goods and upon submission of the following documents:

- Bidder's Original Invoice (with certified Xerox copy), showing Contract No, Goods description, quantity, unit price, total amount, Serial Nos. of the Equipment/s, GSTIN/HSN/SAC etc.
- Original Delivery Note signed by Consignee or Acknowledgement of receipt of goods from the Consignee with the name of the Official who has received the Goods, designation and mobile number.
- **Performance Bank Guarantee @10% of the contract Value.**
- Submission of Contract Agreement and Pre-integrity Pact
- Manufacturer's/ Bidder's Warranty Certificate.
- Pre-Delivery Inspection report issued by testing Agency.

II. **On Installation:** Thirty (30)% of the Contract Price of the Goods shall be paid after installation and upon submission of the following documents.

- Copy of the Bidder's Invoice showing Contract No, Goods description, quantity, unit price, total amount, Serial Nos. of the Equipment/s etc.
- Installation Note signed by Bank Officers with the name of the Official, designation, stamp of branch/office and mobile number.

However, if for any reason, the installation and commissioning is delayed due to non-readiness of infrastructure and hence acceptance certificate cannot be issued, the above 30% of the Total Contract Price shall be paid, after 90 days from the date of receipt of goods at the respective locations. In such a case, the Bidder shall have to produce document showing "Site not Ready" status from the representatives of Andhra Pragathi Grameena Bank at respective locations and to undertake to install and successfully commission the Equipment within 3 days of confirmation of readiness of infrastructure by the Bank. This, however, does not preclude the Bank from invoking the Performance Security if warranted, as per the terms of this Bid Document.

16 **Acceptance:**

16.1 Bank will evaluate the offered Solution implemented by the bidder. If the Solution experiences no failures and functions according to the requirements of the RFP as determined by the Bank during the implementation period, then the solution will be accepted by the Bank and the project will be considered as deemed signed-off.

16.2 After the Solution has been accepted by the Bank, the Vendor may submit an invoice for the Solution.



- 16.3 The warranty will cover all supplied components includes Hardware, software and other items will start after project acceptance & Signoff.

17 Warranty:

- 17.1 The bidder has to provide comprehensive On-site warranty for Three (3) years for UPS Units and Four(4)Years for Batteries.
- 17.2 The Bidder warrants that the Software/Solution/Hardware will be free of defects in workmanship and materials for a period of time consistent with industry standards and the nature of the Software ("Warranty Period").
- 17.3 The warranty will cover all supplied components includes Hardware & other items and will start after project acceptance & Signoff.
- 17.4 The entire equipment's / hardware deployed for this project shall be under **Comprehensive Onsite Warranty** covering all parts, updates, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of Three (3) years for UPS and 4 years for Batteries from the Date of Installation/commissioning.
- 17.5 If the hardware do not perform in accordance with the Contract during the Warranty Period, then the selected bidder shall take such steps as necessary to repair or replace the Hardware/ Software. Such warranty service shall be provided at the Successful bidder's expense and shall include all media, parts, labour, freight and insurance to and from the Department's site.
- 17.6 Warranty service may be provided by a third party, provided such third party is authorized to perform warranty service by the Bidder or, if the Bidder is not the Manufacturer, by the Manufacturer prior to the RFP closing date and time.
- 17.7 If any defect in the Hardware/Software/Solution is not rectified by the selected bidder before the end of the Warranty Period, the Warranty Period shall be extended until in the opinion of the Bank: a) the defect has been corrected; and b) the hardware/ Software functions in accordance with the Contract for a reasonable period of time.
- 17.8 The selected bidder shall provide, after the warranty commences for all Hardware/Software/Solution components, telephone support to the Bank during Business Days for assistance.
- 17.9 The selected bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Selected bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period.
- 17.10 Failed Batteries shall be replaced within two Business days. If Battery replacement takes beyond two days, Bidder has to provide alternate battery for smooth functioning of the branch/ Office.

18 Annual Maintenance Contract (AMC) (if contracted):

- 18.1 The Bank, at its discretion may enter into Annual Maintenance Contract (AMC) with the selected bidder after completion of respective warranty periods.



- 18.2 At the time of submission of bids, the Bidder has to quote AMC/ATS for UPS Units along with the batteries for Five (5) years for UPS Units and Four (4) Years for Batteries after completion of warranty period, in the commercial Bid separately for comprehensive maintenance contract.
- 18.3 Support for maintenance UPS Units along with the batteries supplied should be available for a minimum period of Five (5) years for UPS Units and Four (4) Years for Batteries, covering all parts, maintenance and support, after expiry of warranty period. The successful bidder has to replace all the defective spares during Warranty and AMC Period. All parts should be covered.
- 18.4 The offer for UPS UNITS along with batteries must include comprehensive onsite free warranty and AMC period for a total duration of Eight (8) years from the date of installation and acceptance of system by the bank.
- 18.5 The Bank will pay AMC charges for Solution (including hardware) 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.
- 18.6 During the Warranty and AMC/ATS (if contracted) period, the Bidder should extend On Site Service and Support whenever and wherever required. The scope of Warranty and AMC (if contracted) shall include:
- 18.6.1 Rectification of Bugs/defects if any.
 - 18.6.2 Ensuring uptime of 99.90%.
 - 18.6.3 Preventive Maintenance.
- 18.7 The selected bidder should be capable of meeting the service & support standards as specified in this Bid.
- 18.8 The selected bidder shall provide Warranty and AMC support [if contracted] during office Hours on all Bank Working days of the year for all the locations.
- 18.9 Submission of 10% of PBG for the AMC value quoted as per Bill of Material.

19 **Make and Models:**

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

20 **Spare Parts:**

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

21. **AUTHORIZATION TO BID:**



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

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

22. Manufacturer's Authorisation Form:

In case the principal vendors authorise their business partners or authorised distributors to bid on their behalf, a separate authorisation letter as per format enclosed (ANNEXURE-5), with a commitment to fulfil the terms of the RFP should be submitted. It is mandatory that such of those business partners/ authorised distributors should have service support centres on all locations as given in the eligibility criteria in this RFP.

23. SUBMISSION OF PERFORMANCE BANK SECURITY:

1. Within Twenty-One (21) days of the receipt of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the Performance Security (Bank Guarantee) for 10% (Ten percent) of the **Contract Value** valid for 98 months in the format prescribed as per **Annexure-12**.
2. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (Plus GST) for each completed calendar week of delay or part thereof on the value of the order (Exclusive of Taxes) will be deducted from the payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (Plus GST) of the total order value (Exclusive of Taxes).
3. In case an occasion arises for the purchaser to invoke the BG, purchaser reserves the right to invoke any one or more of the BG anytime and also reserves the right to invoke the other guarantees at a later date.
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
5. Failure of the successful Bidder to comply with the requirement of accepting the purchase order/ executing Contract and/ or submitting Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which even the Purchaser may make the award to any other next lowest evaluated bidder at the price quoted by L1 bidder or any other price which cannot be more than L1 bidders price. In such an eventuality bank retains the right to call fresh bids under this RFP barring the defaulting bidder.



24. Execution of Agreement

- Within 21 days from the date of issuance of the Purchase Order, the selected bidder shall sign a stamped "Agreement" with the Bank at Kadapa as per the format provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.
- The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after bid evaluation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed original and the selected bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

25. AMC Payment:

- The AMC renewal proposal is to be submitted at our Office at least 30 days before due date for renewal of AMC every year.
- AMC will be paid at quarterly rests in arrears on submission of all PM/CM service call reports along with invoice for the UPS units entrusted for AMC to the vendor. If PM/CM reports not submitted by the vendor corresponding amount will be deducted from the payment.
- No separate AMC Agreement needs to be executed. However, all the UPS units shall be properly maintained irrespective of Non-claiming/Non-renewal of AMC by the bidder in time.

However, the decision on awarding AMC will be at the discretion of the Bank.

26. HARDWARE MAINTENANCE:

The Bidder will assume total responsibility for the fault free operation of hardware and maintenance during the warranty for a total duration of eight years.

As far as possible, the equipment should be repaired at site and where the 'UPS Unit' is taken for repairs outside the Bank, a substitute should be provided at the bank's office.

On lodgement of complaint, service should be provided and rectification of reported problem within one business day. In case any part is found defective & needs to be taken to the Vendor's Premises/ lab for repairs, the Vendor should either ensure the required parts is replaced or a standby equipment is provided in place of defective equipment within 24 hours or next business day.

Authorized OEM company owned service centres should be Located in District headquarters & spares should be maintained in District headquarters service Centres.

That the Bidder will assume total responsibility for the fault free operation of hardware, application software and maintenance during the warranty and post warranty (AMC period) for a total duration of eight years. The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 99% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis. If the service support is less than 24 x 7 basis, bank may at its own discretion reject the proposal in total, without assigning any reason.

During the warranty period the vendor should undertake to provide the Bank free maintenance service (which will include repair and maintenance of all systems, kits or parts, spare parts etc., as and when required) from the date of commissioning of the Systems. The vendor should



maintain critical components. If any critical component of the entire configuration is out of service for more than two days, the Supplier shall either immediately replace the defective unit or replace it at its own cost so that the required uptime is not compromised.

In case the supply is not according to the order or if the components, if any, are found to be varying from the order in any respect, the vendor will undertake to replace at no extra cost to the Bank, during the period of use after the warranty also.

The Vendor should provide one standby system for each 10 machines at Head Office/Regional Office or at the place decided by the Bank during warranty/AMC period owned by them.

Spare Parts:

The bidder will make available the spare parts for the UPS units, for a minimum period of eight years from the time of acceptance of the system.

If any of the peripherals/ components is not available or difficult to procure or the procurement is likely to be delayed for replacement, if required, the replacement shall be carried out by the bidder with state of the art technology equipment of equivalent configuration and capacity or higher configuration and capacity equipment after consulting the Bank, at no additional charges to the Bank.

The spares given during the Warranty period for any enhancement/upgradation required by the Bank should be at market related costs and not at costs arbitrarily fixed by the Bidder.

27. 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.

28 Documentation:

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

29 Scope involved during contract period Warranty and AMC Period (if contracted):

During the period of contract up to completion of Warranty and also during Annual Maintenance Contract (if contracted), the selected bidder shall perform the following:

- a. During the period of contract, up to completion of Warranty and also during Annual Maintenance Cost/Annual Technical Support [if contracted], the bidder should inform Bank about all release/version change of patches/ upgrades/ updates of hardware/software/ OS/ middleware etc. as and when released by the selected bidder/OSD.
- b. If any software and Hardware updates provided by the OEM as free of cost, it should be provided and installed & configured by the selected bidder during Warranty and AMC support [If contracted].
- c. Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the Bank.



- d. The vendor shall make availability of spare parts/services, components etc. as and when required, and complete maintenance of the software and hardware during warranty period and AMC/ATS (if contracted).
- e. The system spare parts/services, as and when required, and complete maintenance of the All In One Desktop PCs during warranty period and AMC (if contracted), shall be supported for a period to be specified by the bank.
- f. The support shall be given in person only.
- g. Only licensed copies of software shall be supplied. The selected bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- h. The selected bidder shall provide centralized complaint booking facility to the bank and the dashboard, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
- i. Escalation matrix should be provided for support, technical, project, etc. as per **Annexure-7**.
- j. During AMC period [If contracted] Bank may, by notice of not less than 30 days in writing to the selected bidder, modify or delete either any location or all location, either partial items or all items of the contract.

30 Local Support:

- a. The selected bidder should be capable of meeting the service & support standards as specified in this Bid.
- b. The selected bidder shall provide Warranty and AMC support [if contracted] during office Hours on all Bank Working days of the year for all the locations.
- c. **Response Time and Meantime to Restore [MTTR]**
 - i. Response Time shall be 6 hours for Urban Branches and 8 hours for other locations. MTTR shall be a Business day.
 - ii. Time specified above is from lodging of complaint.
 - iii. However, penalties will be applied as per clause 14.

31 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 selected bidder at no additional cost to the Bank.

32. 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 and AMC period (if contracted) 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.



33. Subcontracting:

- a. The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected bidder under the contract without the prior written consent of the Bank.
- b. In case subcontracting is warranted in interest of the project, the selected bidder should take consent of the Bank before undertaking any such agreement. The selected bidder should further ensure subcontracting agreement is vetted by the Bank.
- c. Even if the selected bidder gets into subcontracting, accountability and responsibility of the resource provided shall lie with selected bidder only. Bank shall hold correspondence only with the selected bidder.

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

34. Clarification to the RFP and Pre-Bid Queries as per Annexure-21

- a. 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.
- b. All communications regarding points requiring clarifications and any doubts shall be given in writing to the General Manager, DIT, Andhra Pragathi Grameena Bank, Head Office, Door. No,27/2, P.B. No 65, Near Mariyapuram Church, Akkayapalli, Kadapa, Andhra Pradesh, 516003 in email to hodit_hw@apgb.in by the intending bidders as per the bid schedule.
- c. No queries will be entertained from the bidders after the due date and time mentioned in the RFP document.
- d. No oral or individual consultation will be entertained.

35. Amendment to Bidding Document

- a. 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.
- b. Notification of amendments will be made available on the GeM/Bank's website only (i.e. <https://apgb.in/tender1.php>) and will be binding on all bidders and no separate communication will be issued in this regard.
- c. 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.



36. Bid System Offer

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

- a. Technical Proposal: Indicating the response to the Pre-Qualification Criteria, Scope of Work and other terms & conditions for the Supply, Installation, Commissioning and Maintenance of 72 normal online UPS units along with Batteries with Warranty period of 3 years for UPS and 4 years for Batteries for our Branches/Offices.
- b. Commercial Bid: Furnishing all relevant information as required as per Bill of Material as per Annexure-11.

37. Preparation of Bids

a. Technical Proposal

- i. Before submitting the bid, the bidders should ensure that they conform to the eligibility criteria as stated in Annexure-1 of this RFP. Only after satisfying themselves of the Pre-Qualification criteria, the Offer should be submitted.
- ii. It is mandatory to provide the compliance to Scope of Work in the exact format of Annexure-2 of this RFP.
- iii. 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.
- iv. If any part of the technical/functional requirements offered by the bidder is different from the technical/functional requirements sought in the RFP, the bidder has to substantiate the same in detail the reason of their quoting a different technical/functional requirements than what is sought for, like better feature or non-availability/ feasibility of the technical/functional requirements quoted by Bank, invariably to process the technical offer.
- v. The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
- vi. 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.
- vii. The Technical Proposal should be complete in all respects and contain all information sought for. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- viii. 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.

B. Commercial Bid

1. 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-



11. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.

2. 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.
3. 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.
4. 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.

The bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank

38. Costs & Currency

The Offer must be made in Indian Rupees only as per Bill of Material (Annexure-11).

39. Assumptions/Presumptions/Modifications

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

40. Preliminary Scrutiny

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

41. Clarification of Offers

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



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

42. **Evaluation of Bids**

- a. 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.
- b. **Technical Bid:** The Eligibility & Technical Proposal submitted by the bidders will be evaluated based on documents submitted against this RFP and Bank will seek clarification, if required.

The technical proposal evaluation will be for technical evaluation parameters as per Annexure-9.

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

43. **Responsibilities of the bidder**

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

- a. The bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- b. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- c. No attempt by the bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- d. 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.
- e. The bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution/service proposed by the bidder. The bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all



provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

- f. The bidder should abide by guidelines issued by RBI Master Direction on outsourcing of IT services.

44. Earnest Money Deposit (EMD):

1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount as mentioned in the Bid Schedule/GeM by way of Demand Draft drawn on any Scheduled Commercial Bank in India in favour of Andhra 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 2 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per **Annexure 13**.
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 13**. 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
5. Bidders are requested to clearly mention the Name of the Firm with RFP No. in the Narration field.
6. Non submission of EMD leads to rejection of Bid.
7. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the Commercial Proposals of the bidders qualified under Technical Proposal. The EMD of Technically Qualified bidders except the selected bidder will be returned within 30 days after opening the Commercial Proposals of the bidders qualified under Technical Proposal. The EMD of the selected bidder will be returned within 15 days after submission of Performance Security.
8. The EMD may be forfeited/ Bank Guarantee may be invoked
9. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
10. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

45. Pricing & Payments:



- a. The price quoted in the price bid shall be valid as per GeM terms and conditions.
- b. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.

From the date of placing the order till the delivery of the 72 No of UPS and Batteries, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the device, the benefit arising out of such reduction shall be passed on to the Bank

46. General Terms

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

47. Roles & Responsibility during Project Implementation

- a. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, testing, commissioning maintenance during contract period shall be provided by the selected bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- b. 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.
- c. 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.

48. Responsibilities of the selected bidder

- a. 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.
- b. 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.

The selected bidder shall submit updated Escalation Matrix for the product/services on a **Half-Yearly basis** as at the end of 31st March and 30th September during contract period.

49. Assignment

- a. The selected bidder shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.
- b. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the selected bidder under this RFP.



50. 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.

51. Intellectual Property Rights

- a. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.
- b. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution/service.
- c. 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.
- d. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

52. Confidentiality and Non-Disclosure

- a. 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-16.



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

53. Indemnity

- a. 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:
- i. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- ii. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- b. 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.
- i. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- ii. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
- iii. 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.

54. Force Majeure

- a. The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- b. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake, Pandemics, epidemics and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- c. In the event of any such intervening Force Majeure, the bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within seven calendar days. Unless otherwise directed by the Bank, the bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall



seek all reasonable alternative means for performance affected by the Event of Force Majeure.

- d. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the bidder.

55. Corrupt and Fraudulent Practices

- a. 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:
- b. "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
- c. "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.
- d. 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.
- e. 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.
- f. 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.
- g. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the bidder's bid and/or blacklisting the bidder. The bidder agrees not to hire, solicit or accept solicitation directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- h. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for Solution/service by the Bank.

56. 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.



57. Amendments to the Agreement

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

58. Modification/Cancellation of RFP

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

59. Social Media Policy

- a. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- b. 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:
 - i. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
 - ii. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.
 - iii. Any unauthorized use or disclosure of Bank's confidential information or data.
 - iv. Any usage of information or data for purposes other than for Bank's normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

60. Right to audit:

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



shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

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

61. Resolution of Disputes

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

62. Legal Disputes and Jurisdiction of the court

- a. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this GeM bid. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
- b. 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 as this GeM bid/Contract agreement shall be governed by the laws of India.

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

64. 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

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



- i. District Industries Centres or
 - ii. Khadi Village Industries Commission or
 - iii. Khadi & Village Industries Board or
 - iv. Coir Board or National Small Industries Corporation or
 - v. Directorate of Handicrafts & Handloom or
 - vi. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - vii. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
 - viii. Udyam Registration Certificate
- b. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
 - c. 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 as per Annexure-17.
 - d. 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.
 - e. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

65. Startup

- a. 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.
- b. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- c. Further, the Startups are also exempted from submission of EMDs.
- d. 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.
- e. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the GeM bid, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Andhra Pragathi Grameena Bank as per Annexure-17.



66. 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.

- a. "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.
- b. "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.
- c. "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.
- d. '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.
- e. 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%.
- f. The margin of Purchase preference shall be 20%.
- g. 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 tender documents.
- h. 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.
- i. 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.
- j. 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.
- k. 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.

67. Ministry of Electronics and Information Technology (MeitY):

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

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

68. ORDER CANCELLATION / TERMINATION OF CONTRACT:

- a. 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:

- i. Delay in delivery of services in the specified period.
- ii. Breaches in the terms and conditions of the Order.
- iii. Serious discrepancies noted in the items delivered

- b. 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:

- i. Non-submission of acceptance of order within 7 days of order.
- ii. Excessive delay in execution of order placed by the Bank.
- iii. The selected bidder commits a breach of any of the terms and conditions of the bid.
- iv. The bidder goes in to liquidation voluntarily or otherwise.
- v. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- vi. The progress made by the selected bidder is found to be unsatisfactory.
- vii. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- viii. If found blacklisted by any Govt. department/ PSU/ other banks etc., during the course of contract.

- c. The Bank reserves the right to cancel the contract placed on the selected bidder without assigning any reason and without any payment, if 1% of the total quantity supplied (i.e., 7 No of UPS & Batteries) is found to be defected (i.e, the installed UPS & Batteries performance is not as per the satisfaction of the Bank, based on the Terms and conditions mentioned in this RFP).

- d. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have



to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

- e. 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.
- f. 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.

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

69. LIABILITY OF THE SELECTED BIDDER:

- i. Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.
- ii. Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender.
- iii. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.
- iv. However, the selected bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

70. 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 is to be compensated for good the failure at the risk and cost of the selected bidder.

71. CHANGES TO RFP:

The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion up to the date of submission of bids.

The Bank reserves the right to extend the dates for submission of responses to this document. Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses.



- i. **Preliminary Scrutiny** – The Bank will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Vendor and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.
- ii. **Clarification of Offer** – To assist in the scrutiny, evaluation and comparison of offer, the Bank may, at its discretion, ask the Vendor for clarification of their offer. The Bank has the right to disqualify the Vendor whose clarification is found not suitable to the proposed project. The Bank reserves the right to make any changes in the terms and conditions of RFP. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations.
- iii. **Erasures or Alterations** – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- iv. **Pricing** – It is absolutely essential for the Vendor to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, bank reserves the right to initiate the tendering process again through Limited or Open tender.
- v. **Right to Alter Quantities** – The Bank reserves the right to alter the requirements specified in the tender. The Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. The bank will inform the Vendor about changes, if any. In the event of any alteration in the quantities the price quoted by the vendor against the item would be considered for such alteration. The vendor agrees that the prices quoted for each line item & component is valid for period of contract and can be used by Bank for alteration in quantities. Vendor agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the vendor agrees to pass on the benefit of reduction in pricing for any additional items to be procured by the Bank in the event the market prices / rate offered by the vendor are lower than what has been quoted by the vendor as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to the Bank within the contract period.

72. INSPECTION OF RECORDS:

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

73. COMPLIANCE WITH LAWS:

- i. Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against



all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

- ii. Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

74. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID:

BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid. BANK reserves the right to make any changes in the terms and conditions of RFP that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

75. Adoption of Integrity Pact

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

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

- ✓ Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ✓ Principal to treat all bidders with equity and reason.
- ✓ Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- ✓ Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- ✓ 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.
- ✓ Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- ✓ Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.



- b. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.
- c. Integrity Pact in respect this contract would be operative from the stage of invitation of the bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- d. The Integrity Pact Agreement submitted by the bidder during the bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract.
- e. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- f. Integrity pact shall be signed by the person who is authorized to sign the bid.

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

Smt Dolly Chakrabarty, IA & AS (Retd) E-mail: dollychakrabarty@gmail.com	Sri Hem Kumar Pande, IAS (Retd) E-mail: hempande@nic.in
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76. TECHNICAL DETAILS FORM:

Bidders should furnish an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications as per format furnished.

The Bidder is required to submit the following documents, as applicable, along with the offer. The following list is only indicative and not exhaustive.

- a) The manuals and technical brochures, specific names of components/ items excluded from the purview of warranty and its cost are required to be submitted for all items for which a bid is being submitted.
- b) Technical brochures for individual Components.

77. INSPECTIONS AND TESTS:

- a) The Purchaser/Bank or its representative shall have the right to inspect and/ or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Bank.
- b) The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/ or at the final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- c) Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- d) Factory inspection of the 'UPS Units along with batteries' to be supplied to the Bank will be carried out at vendor's or principal's/manufacturer's factory site.



- e) All reasonable facilities and assistance including access to drawings and production data should be provided to the Bank's officials and the consultants during inspection.
- f) However, Bank will have the discretion to recover the costs related to travel and stay of its staff / testing agency if the equipment offered for inspection is not as per Bank's requirement or the test conditions are not complied with and repeat visits are necessitated.
- g) The fees payable to inspecting agency for conducting pre dispatch inspection will be borne by the Bank.

78. INSURANCE:

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

79. BIDDER'S OBLIGATIONS:

- a) The Bidder/Supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- b) The Bidder/Supplier/ OEM's representative shall be the contact point for the Purchaser/Bank and all the authentic status of Delivery and Installation should be made available in writing at least twice in a week.
- c) The Bidder/Supplier will treat as confidential all data and information about the Purchaser/Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser/Bank.
- d) All the bills raised for the supplies made under this RFP shall be from the same office / branch from where the bids are submitted against this RFP. If billing being done from any other branch of the bidder, same is to be clearly mentioned in the Bid and should not change till all items under RFP are delivered.

80. 'UPS UNITS ALONG WITH BATTERIES' INSTALLATION AND MAINTENANCE:

The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier will test all '**UPS Units along with batteries**' operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

If any critical component of the entire configuration is out of service for more than 24 hours, the Supplier shall either immediately repair the defective unit or replace it at its own cost or provide a standby otherwise bank may levy penalty as per the terms of this RFP.

81. TECHNICAL SPECIFICATIONS:

- a) Detailed Specification of the items required is attached as per **Annexure 9**.
- b) The Bidder is required to submit the following documents, as applicable along with the offer. The following list is only indicative and not exhaustive.
 - The manuals and technical brochures, specific names of components/ items excluded from the purview of warranty and its cost are required to be submitted for all items,



including all accessories and devices, included in the package for which a bid is being submitted.

- Technical brochures for individual Components.
- The units must be able to operate efficiently in environments up to 45 degrees.

c) Technical details form must be complete in all respects. Correct technical information of the product being offered must be filled in. Any additional information available, though not included in the form, may also be submitted. **Terms like OK, accepted, noted, as given in brochure/ manual or more etc., are not to be used and are not acceptable.**

Purchase Preference to Micro and Small Enterprises (MSEs) and 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.

83 Micro & Small Enterprises [MSEs]:

83.1 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:

83.2 MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:

83.2.1 District Industries Centres or

83.2.2 Khadi Village Industries Commission or

83.2.3 Khadi & Village Industries Board or

83.2.4 Coir Board or National Small Industries Corporation or

83.2.5 Directorate of Handicrafts & Handloom or

83.2.6 Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

83.2.7 For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.

83.3 MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 25% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 25% quantity is to be distributed proportionately among these Bidders.

83.4 MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.

83.5 The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.

83.6 Bidder has to submit a 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 as per Annexure-17.

83.7 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.

83.8 The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

84 Startup:

84.1 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.

84.2 As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.

84.3 Further, the Startups are also exempted from submission of Tender Fee and EMDs.

84.4 For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

84.5 Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Andhra Pragathi Grameena Bank as per Annexure 17.

85 Procurement through Local Suppliers (Make in India):

Department for Promotion of Industry and Internal Trade 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.

85.1 Definitions:

85.1.1 'Local content' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the aforesaid order or by the competent Ministries/Departments in pursuance of the aforesaid order.

85.1.2 'Class-I local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content equal to or more than 50% (unless otherwise prescribed by the Nodal Ministry).

85.1.3 'Class-II local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content more than 20% but less than 50% (unless otherwise prescribed by the Nodal Ministry).

85.1.4 'Non - Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content less than or equal to 20% (unless otherwise prescribed by the Nodal Ministry).

85.2 The Margin of purchase preference shall be 20%.

85.2.1 Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement:

85.2.2 In procurement of goods, services or works in respect of which the Nodal



Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.

85.2.3 Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

85.3 For award of contract, the following clauses shall be applicable in addition to other provisions in the bidding document in this regard:

85.3.1 In the procurements of goods or works, which are covered under Clause 3.2.2 above and which are divisible in nature, the "Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

85.3.1.1 Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

85.3.1.2 If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

85.3.2 In the procurements of goods or works, which are covered under Clause 3.2.2 above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

85.3.2.1 Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

85.3.2.2 If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price.

85.3.2.3 In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L 1 price, the contract may be awarded to the L1 bidder.

85.3.2.4 "Class-II local supplier" will not get purchase preference in any procurement.

85.4 Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, 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 tender documents.

85.5 The preference to 'Public Procurement (Preference to Make in India) Order 2017' shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFP and Contract.



85.6 Verification of local content:

85.6.1 The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to indicate percentage of local content and provide self-certification (as per Annexure 18) along with the bid that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. Bidders shall also give details of the location(s) at which the local value addition is made.

85.7 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.

85.8 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.

85.9 Ministry of Electronics and Information Technology (MeitY):

In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has notified thirteen (13) electronic products vide reference F.No.W-43/4/2019-IPHW-MeitY dated 07.09.2020.

85.9.1 Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in MeitY Form-1.

85.10 Department of Telecommunications (DoT):

In furtherance of the Public Procurement (Preference to Make in India) Order 2017, Department of Telecommunications, Ministry of Communications, Government of India has notified Thirty-Six (36) Telecom Products, Services and Works vide reference No.18-10/2017-IP dated 29.08.2018.

85.10.1 Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in DoT Form-1.

85.11 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.

86 In case a bidder is eligible to seek benefit under Purchase 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 and MSE policy in ANNEXURE-19. The option once exercised cannot be modified subsequently.

87 Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

88 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-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders

89 For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-



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2012 will be considered), the precedence shall be in the following order:

- 89.1 Public Procurement Policy for MSE 2012.
- 89.2 Purchase Preference linked with Local Content (PP-LC).

Note: Bank reserves the right to reject this invitation to offer in part or in full, or cancel the entire procurement process at any stage without assigning any reason

Yours faithfully,

Sri R Giri
General Manager-IT



ANNEXURE-1
ELIGIBILITY CRITERIA:

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

SUB: Supply, Maintenance of 72 No of UPS Units along with Batteries in Andhra Pragathi Grameena Bank Warranty period of 3 years comprehensive onsite warranty for UPS units and 4 years for Batteries and further provide 5 years comprehensive onsite AMC for UPS units and 4 years for Batteries

Ref: GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024

Sl. No.	Details	Supporting Documents to be submitted	
1.	The Bidder should be a registered company in India under Indian Companies Act 1956 for at least three years as on date of RFP or supplying of UPS along with Batteries during last 5 years in India	Certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Public Limited Company)	
2.	The Bidder company or firm should have earned Net profit in at least two out of three preceding Financial Years and Operating profit in the other Financial Year as per the audited Financial Statements and should have a positive Net Worth. (F.Y 2021-22 ,2022-23 and 2023-24)	Audited Financial Statements, B/S & P&L and also to be mentioned in Annexure-10.	
3.	The Bidder company or firm should have an average Turnover of ₹7.50 Crore (each year) or above during the immediate last 3 Financial Years. (F.Y 2021-22, 2022-23 and 2023-24).	Audited Financial Statements or audited report from chartered accountant. Turn over details are to be mentioned in Annexure-10	



Sl. No.	Details	Supporting Documents to be submitted	
4.	The bidder/OEM should have supplied and supported at least 500 'UPS units' to Public sector Banks/PSUs/Central or State Governments during last three years (F.Y 2021-22, 2022-23 and 2023-24).	<p>copies of purchase orders or certificates from Bank//PSUs where hardware has been delivered and are also to be mentioned in Annexure-10.</p> <p>Alternate to submitting copies of POs, Bidders can submit Certificate from Banks/FI/PSUs that the vendor has supplied required quantity of 'UPS units' to them with year-wise/PO-wise details.</p> <p>In case of multiple POs of same organization, bidder has to submit letter from organization and clearly mention the year and quantity.</p> <p>Bidder who is submitting the bid proposals, shall submit POs issued on their Company only.</p>	
5.	OEM should have supplied the offered model at least 100 'UPS Units' to any Public Sector Bank/PSU/Financial Institution/Govt. Departments during last three years put together (F.Y 2021-22, 2022-23 and 2023-24).	<p>In case of multiple POs of same organization, bidder has to submit letter from organization and clearly mention the year and quantity.</p>	
6.	The bidder has to provide confirmation that any person/Partnership/LLP/Company including any subsidiary or holding company/proprietorship connected to bidder directly or indirectly has not participated in the bid process.	<p>Letter of confirmation (self-certified letter signed by authorized official of the bidder)</p>	



Sl. No.	Details	Supporting Documents to be submitted	
7.	a. The Bidders/OEM should have the facility to conduct Pre-Delivery Inspection for 'UPS Units' b. The testing facility for conducting PDI of the vendor for 'UPS Units' should have the capacity to test at least 72 UPS Units' in one lot, to enable the bidder to supply entire lot within the stipulated time frame. If facility at OEM is proposed to be used, it is responsibility of vendor to coordinate the process of PDI."	Confirmation from the bidder along with testing software details etc. Confirmation letter from the bidder and details of plant capacity for testing 72 no of UPS Units & Batteries' in one lot.	
8.	Bidder/OEM Should have ISO 9001, 14001	copy of latest Certificate issued	
9.	OEM should provide a letter, on Equipment support and availability of spares including processors during contract period of eight years. OEM should also provide a certificate that all Equipment offered are not 'End of Life' for next one year and 'End of Support' for a minimum of 8 years.	Certificate from OEM on Equipment support and availability of spares including processors during contract period of eight years (i.e., through the life of entire contract period). Certificate from OEM on Non-End of Life for next one year and Non-End of Support for a minimum of 8 years (i.e., through the life of entire project period).	
10.	The Bidder should have the facility of maintaining the database of UPS units' to be supplied to Bank and provide the service support on receipt of complaint from any branches/offices of Bank without insisting for invoice/other details.	Declaration by the bidder that such a system of maintaining databases will be implemented. Also an undertaking stating that assuming support at all our Regional office locations & other locations listed. (Vendor should maintain database of 'UPS Units' supplied to the bank and should provide hassle free support service on receipt of complaint from branches/offices without insisting for invoice number etc. (their data base should be such that they should be able to provide service if machine serial number is given throughout the contract period.)	
11.	Service Centres: i) The OEM should have its own Service/support facilities of Bank's operational area of service which is provided in Annexure-7	Proof of the same (authorised by OEM) is to be enclosed. Service centre details are to be submitted in ANNEXURE-7 with address and contact details	



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ANDHRA PRAGATHI GRAMEENA BANK

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(భారత ప్రభుత్వ సంస్థ)

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Sl. No.	Details	Supporting Documents to be submitted	
12.	The Bidder should not have been blacklisted by IBA/RBI/Govt./Public Sector undertakings during the last three years	Undertaking Letter / Confirmation letter from the participating Bidder & OEM on their official letter head duly signed by the authorized signatory.	
13.	Bidder company or firm should not be owned or controlled by any Director or employee (or relatives) of Andhra Pragathi Grameena Bank.	Self-declaration letter	
14.	The Bidder must provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the vendor.	Letter of confirmation (self-certified letter)	
15.	Authorization Certificate Whether the Bid is authenticated by authorized person?	Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Conformity to Eligibility Criteria? Annexure-6 has to be submitted.	
16.	Bidders shall be the Original Equipment Manufacturers (OEM) of UPS Units along with Batteries. or An authorized Dealer	If the applicant is OEM, an Undertaking Letter has to submit in this effect. (OR) If the bidder is an authorized dealer/distributor, an authorisation letter from their OEM/ OSO/ OSD to deal/market their product in India and it should be valid for entire contract period from the date of submission of the bid.	
17.	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of this RFP.	A self-declaration letter by the bidder on the Company's letterhead should be submitted to this effect.	
18.	The bidder/OEM should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office Memorandum- F. No. 6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares a land border with India means: a. An entity incorporated, established or registered in such a country; or	i. A declaration in letter head of the firm/company stating "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (copy attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered ". Has to be submitted.	



Sl. No.	Details	Supporting Documents to be submitted	
	b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. a natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above	ii. Bidder and OEM both have to submit an undertaking as per the format attached in Annexure-24	
19.	Purchase Preference as mentioned in Annexure – 19 (Make in India)	The following annexures need to be submitted as applicable Annexure -18 Annexure -19	
20.	ROHS certificate	ROHS certificate to be submitted BIS Certificate for the Model Quoted	

The bidder needs to comply with all the eligibility criteria mentioned above for technical evaluation of 72 No of UPS units along with batteries. Non-compliance to any of these criteria may result in outright rejection of the bidder's proposal.

The Bidder should submit proof in support of all eligibility criteria while submitting the Proposal, failing which the Proposal will not be considered for further evaluation. There is no restriction on the number of credentials a bidder can provide, however all credential letters should be appropriately bound, labelled and segregated in the respective areas.



ANNEXURE – 2

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

SUB: Supply, Maintenance of 72 No of UPS Units along with Batteries in Andhra Pragathi Grameena Bank Warranty period of 3 years comprehensive onsite warranty for UPS units and 4 years for Batteries and further provide 5 years comprehensive onsite AMC for UPS units and 4 years for Batteries

Ref: GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024

Sl. No.	Broad Scope of Work	Compliance (Yes/No)
1.	The selected bidder should Supply, Installation, Commissioning and Maintenance of 72 normal online UPS units along with Batteries with Warranty period of 3 years comprehensive onsite warranty for UPS units and 4 years for Batteries supplied by the bidder and further provide 5 years comprehensive onsite AMC (AMC at Banks discretion) for UPS units and 4 years for Batteries, the selected bidder is bound to do all spares replacement without extra cost to Bank covering hardware & labour from the date of acceptance of the systems by Andhra Pragathi Grameena Bank at the respective locations i.e. On-Site Comprehensive Warranty.	
2.	The selected bidder shall deliver UPS units along with the Batteries at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank.	
3.	The vendor shall provide 36 months free maintenance service for UPS and 48 months free maintenance service for Batteries from the date of installation and such service shall include repair and replacement of all kits or parts and spares as and when required. The vendor shall provide required support services by way of actual maintenance by their engineers and/or arrange for supply of kits or parts and spare parts on terms to be mutually agreed upon. Further, after sales support shall be provided at least for a period of 5 years for UPS and 4 years for batteries under AMC after warranty period	
4.	The Bidder has to replace all the defective spares during warranty period. All parts should be covered under warranty except the plastic parts & consumables	
5.	The selected bidder will be the single point of contact to the Bank.	
6.	The configuration as per the technical and other specifications of the UPS units along with Batteries must be functional and installed from the day one.	
7.	The vendors should supply spares for a minimum period of 8 years even though the bank opts for third party servicing.	
8.	All materials to be supplied should be original and Brand New	
9.	The Bidder has to supply all the UPS units along with Batteries to the ordered locations as per the Technical Specifications mentioned in the Annexure-9	
10.	The Bidder shall be fully responsible for Delivery and Maintenance of the ordered UPS units along with Batteries.	



ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్ ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్
ANDHRA PRAGATHI GRAMEENA BANK

(Sponsored by Canara Bank)

(భారత ప్రభుత్వ సంస్థ)

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11.	<p><u>Project Completion and Management</u></p> <p>i. For smooth completion of project, the selected bidder should identify two of its representatives for support of installation process as a single point of contact for the Bank.</p> <p>Project implementation team should be conversant with local rules and conditions to resolve the issues, if any</p>	
12.	<p>The Bidder shall provide all other required equipment and services if any, whether or not explicitly mentioned in this RFP, to ensure the successful functioning of the UPS units along with Batteries ordered to the respective Branches/Offices</p>	



ANNEXURE - 3
BID FORM

Ref No.....

Place:

Date:../.../2024

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,

Having examined the Request for Proposal (RFP): Ref: **GEM/2024/B/5274253 dated 09/08/2024**, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and install the items mentioned in the schedule of requirements for your Branches/ Offices in conformity with the said RFP at the prices to be offered during the bid process and is made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the Purchase Order
If our bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to 10% of the Contract Value for 98 months for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We further confirm that,

In case we offer system/UPS unit and/ or other software manufactured by another company, such software operates effectively on the system/UPS unit offered by us and we are willing to accept responsibility for its successful operations.

That similar or compatible hardware will be made available in the Purchaser's site to provide adequate emergency processing arrangements; and

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name & address of agent Amount & currency Purpose of commission or gratuity

(If none, state none)

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this..... Day of 2024

(Signature)

(In the capacity of) Duly authorised to sign bid for & on behalf of

(Name & Address of the Bidder)



ANNEXURE-4

(Undertaking letter for Authenticity of 'UPS units along with Batteries')

SUB: Supply, Maintenance of 72 No of UPS Units along with Batteries in Andhra Pragathi Grameena Bank Warranty period of 3 years comprehensive onsite warranty for UPS units and 4 years for Batteries and further provide 5 years comprehensive onsite AMC for UPS units and 4 years for Batteries

Ref: GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024

With reference to the RFP for 'UPS units along with Batteries' being quoted to you vide Bid documents dated_____, we hereby undertake that all the components /parts /assembly /software's used in the UPS units/Solution shall be original new components /parts /assembly/ software only from respective OEMs of the products and that no refurbished /duplicate /secondhand components/parts/assembly/software are being used or shall be used.

We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/ installation, if required. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

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

We (UPS units OEM name) also take full responsibility of both parts and service SLA as per the content even if there is any defect by our authorized service center/Reseller/SI etc.

Authorized Signatory (Not less than Company Secretary of the Organization)

Signature:

Name and designation:

Office Seal



ANNEXURE - 5
MANUFACTURERS AUTHORISATION FORM

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

No. _____ dated _____

The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
Kadapa-516003

Dear Sir,

SUB: Supply, Maintenance of 72 No of UPS Units along with Batteries in Andhra Pragathi Grameena Bank Warranty period of 3 years comprehensive onsite warranty for UPS units and 4 years for Batteries and further provide 5 years comprehensive onsite AMC for UPS units and 4 years for Batteries

Ref: GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024

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

We (Manufacturer) hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for **UPS Units along with Batteries** 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 updates and any new Operating Software releases at the bank's premises.

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

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



ANNEXURE - 6
LETTER OF AUTHORISATION TO BID

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: Authorization Letter for submitting bid documents.

Ref: GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024

This has reference to your above RFP for Supply, Installation, Commissioning and Maintenance of with Eight years Contract Period, Mr/Mrs/Miss_____ is hereby authorised to submit the bid documents, to participate in reverse auction and to sign the contract on behalf of our organisation for all the systems/ goods required by the bank as called for vide the bank's request for proposal vide **GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024 on_____** on behalf of our organization. We confirm that the person so authorised above has digital signatures **(with encryption feature) issued in the name of company** and confirm that all the prices quoted in bid process or in reverse auction by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed.

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

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

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

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



ANNEXURE - 7
SERVICE SUPPORT FORM

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

SUB: Supply, Maintenance of 72 No of UPS Units along with Batteries in Andhra Pragathi Grameena Bank Warranty period of 3 years comprehensive onsite warranty for UPS units and 4 years for Batteries and further provide 5 years comprehensive onsite AMC for UPS units and 4 years for Batteries

Ref: GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024

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

S. No	Description of goods	Nearest Service Centre						List of Model of items serviced in last two years	Accessibility time from nearest service center to destination of goods
		Address, Phone and Telex/Fax Nos.	Status of office working days & Hours	No. of S/W Engineers	No. of H/W Engineers	No. of Adm staff	Value of Minimum Stock of spares available at all time		



ANNEXURE – 8
(TERMS AND CONDITIONS COMPLIANCE TABLE)

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

SUB: Supply, Maintenance of 72 No of UPS Units along with Batteries in Andhra Pragathi Grameena Bank Warranty period of 3 years comprehensive onsite warranty for UPS units and 4 years for Batteries and further provide 5 years comprehensive onsite AMC for UPS units and 4 years for Batteries

Ref: GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024

Note: Bid proposals not conforming to all terms (as per RFP terms & conditions) mentioned below, will not be taken for further evaluation and may be treated that bid proposal as Technically non-responsive. Bank will not entertain any correspondence in this regard.

Table I:

S. No.	Description	To be Submitted
1	Eligibility Criteria	
2	Power of Attorney from the Company to the Employee participating in the Bid	
3	Bid Security	
4	Cost of RFP	
5	Manufacturer's Authorisation Form	
6	Letter of Authorisation to Bid	

Table II:

S. No.	Description	To be Complied
1	Performance Security	
2	Payment Terms	
3	Delivery	
4	Liquidated Damages	
5	Force Majeure	
6	Indemnity	
7	Liability of the bidder	
8	Termination for default	
9	Negligence	
10	Scope of Work	
11	Warranty & AMC Terms	
12	Non-Disclosure Agreement	

We also confirm having read and understood the terms of RFP as well as the Rules relating to the Reverse Auction for this RFP process. We hereby undertake and agree to abide by all the terms and conditions stipulated by Andhra Pragathi Grameena Bank in the RFP document including the Rules for Reverse Auction, all annexure, addendum, and corrigendum. Clarifications required for this RFP Terms and Conditions' of the main RFP document which are expressly accepted by Andhra Pragathi Grameena Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. Andhra Pragathi Grameena Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or



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ANDHRA PRAGATHI GRAMEENA BANK

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in writing, and Andhra Pragathi Grameena Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Signature of the bidder with designation
Company Seal



ANNEXURE – 9

TECHNICAL SPECIFICATIONS for 'Online 3KVA UPS units along with Batteries'

S.No. SPECIFICATIONS	OUR REQUIREMENT	Vendors Offer
1.Capacity	3 KVA	
2.Model Name & No	Must be specified There should be a single unit	
3.General		
Technology	Advanced Fully Microprocessor with True online IGBT based Double online conversion UPS with DSP (Digital Signal Processing) Technology.	
Noise level	Less than 50 db	
Operating Temperature	0-45 degrees centigrade	
Humidity	10 to 90% non-condensing	
Total Harmonic Distortion	< 3% for 100% linear load < 5% for 100% non-linear load	
Crest Factor	Minimum 3:1 at full load	
Output Wave Form	Sinusoidal	
Cold Start feature	Should be provided	
Active input PF correction	Required (should be more than 0.9)	
4.Input		
Input	Single Phase 3 wire	
Input Voltage Range	160V AC to 270V AC Prefered if it is upto 300 VAC	
Input Frequency Range	47 to 53 Hz	
Input power at full load (At minimum rated power factor)	Power factor – 0.99 (Please specify at 0.8 power factor and 0.7 power factor also)	
Input Voltage at which mains fail is sensed at full load and battery takes over.	Please specify	
5. Output		
Output Voltage	230V AC Single Phase +/- 1% at full load	
Output frequency	50 Hz +/- 0.5% (free running)	
6. Efficiency		
Overall Efficiency	88% or better at full load	
Inverter Efficiency	90% or better at full load	
7. Static Switch (Bi-directional) for all ratings	Should be provided and should take care of 100% load transfer without break.	
8. Load Power Factor	Should not be less than 0.7 lagging	
9. Overload Capacity	150% overload for 60 seconds % overload for 10 minutes	
10.UPS Shut down		
UPS should shut down with alarm and indications		
Output over voltage	Please specify	
Output under voltage	Please specify	
Battery low	Please specify	



Inverter over load	Please specify	
Over temperature	Please specify	
Output short	Please specify	
11.Isolation		
Isolation of power	Both input and output should have MCB's. Also Battery connection to have MCB/MCCB/switch.	
Isolation Transformer	Isolation transfer must be provided at the input side and be integral part of UPS	
Galvanic Isolation	Preferred	
Manual Service Bypass	Should be provided	
12.Protection		
Short Circuit Protection	MCB/MCCB/should trip or UPS should shut down without blowing any fuses.	
Input over and under voltage	MCB with Alarm. UPS should be absolutely safe in the case of High Voltage/High Current/High Spike/High Surges etc., at input to the UPS.	
Output over & under voltage	MCB with Alarm. The safety of the load connected to the UPS should be ensured if the UPS delivers erratic Output.	
13. Indicators (not through software)	Indicators required Mark Yes/No as applicable	
Over Temperature	Please specify	
Load on Battery	Please specify	
Battery on Charge	Please specify	
Input over/under voltage	Please specify	
Battery Low (warning and prior Half an hour warning stating Battery is going low)	Please specify	
Inverter On	Please specify	
Inverter tripped	Please specify	
Output Over voltage	Please specify	
Output low	Please specify	
Charger on	Please specify	
UPS on Bypass	Please specify	
14. Metering (not through software)	Specify the availability	

DC Voltage	Please specify	
DC Current charge	Please specify	
Output voltage	Please specify	
Output current	Please specify	
Input voltage	Please specify	
Digital Three and Half digit Frequency Meter	Please specify	
15. Battery Backup		
Period of backup	Four hours-(minimum) 4 hours	
Batteries	Tubular (Maintenance batteries)	
Total DC bus voltage	Please specify	



Battery make (give literature)	Exide 6 EL Tubular 150 AH Batteries- 8 Nos per UPS unit	
Number of Battery banks	Please specify	
Charger (Internal/External)	Specify external or internal	
Maximum Charger Current	Please specify (should be at least 10% of Battery)	
Battery recharge time (after complete discharge) to 100% charge	Battery recharge time should not exceed 12 hours.	
Battery VAH rating	14400 VAH of higher	
Number of Batteries	8 no. of Exide 6 EL Tubular 12V 150 AH	
Battery Housing	In a two stage stand (preferably wooden)	
Battery life	Please specify (Minimum 4 years required)	
16. Audible Alarm for following conditions	Specify the availability	
Battery low	Please specify	
Mains failure	Please specify	
Input over/under voltage	Please specify	
Inverter under voltage	Please specify	
Inverter over voltage	Please specify	
Over temperature	Please specify	
Inverter over load	Please specify	
Warranty	3 years for UPS and 4 years for batteries	

Note:
1. The above specification format has provision to indicate your offer as well as deviations, if any. It is mandatory to furnish details in the above format.
2. It is required that Battery sizing shall be calculated based on the below mentioned formula. UPS Rating in VA x No. of Hours of Backup x Power factor ----- Low DC x Efficiency x Battery Derating Factor. Note: 1) Power factor is 0.8 2) Take Low DC at 1.75 Volt/ Cell 3) Battery derating factor is 0.8 for 4 Hours Backup.
3. It is mandatory to provide necessary protection mechanism at input to the UPS units as well as at output, so that the UPS will be absolutely safe in the case of High Voltage/High Current/High Spike/High Surges at input to the UPS and to ensure that the load connected will be safe if the UPS delivers erratic Output.
4. It is required that product brochures for UPS and Batteries offered is submitted along with the quotation. Also it is required that only relevant literature pertaining to the offer is submitted which matches the specification.
5. It is mandatory to provide warranty of the entire UPS unit including Batteries.
6. Should provide Schematic of the UPS that is quoted with all breakers and indicators.
7. Submit a Test Certificate from an Approved Agency conforming to the specifications that offered by you for the UPS.



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ANDHRA PRAGATHI GRAMEENA BANK

(Sponsored by Canara Bank)

(భారత ప్రభుత్వ సంస్థ)

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8. Standard Factory Test will be conducted at the factory for all the parameters stated in the Tender.

SIGNATURE OF THE VENDOR WITH SEAL



ANNEXURE - 10

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

(Amount in Rs.)

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

- II. **HARDWARE DELIVERED DETAILS:**

(*Bidders have to submit copies of POs as support documents for each item*).

Details of 'UPS units along with Batteries' supplied to meet eligibility criteria:

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

SIGNATURE OF THE VENDOR WITH SEAL



Annexure-11

Price Bid Confirmation/Bill of Material

(To be submitted in Company's letter head by all the bidders)

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: Final / Lowest Bid Price quoted in Reverse Auction, held on _____ in respect of RFP GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024 for procurement of _____

we are submitting the detailed price schedule as mentioned below.

S.No	Description	3KVA UPS Units along with 8 no. of Exide 6 EL Tubular 12V 150 AH batteries	
1	Model		
		Base Price	Tax
2	Price per machine		
3	Battery Set Price		
	Total		
4	Total Price of set including GST		

Table 1:

#	Item Description	Total Unit Cost (excl. of taxes) (A)	quantity (B)	Grand Total (excl. of taxes) (C=A*B)	GST	Total Price (incl. GST)
1	3KVA UPS Units along with 8 no. of Exide 6 EL Tubular 150 AH batteries					

Table 2:

#	Item Description	Quantity	AMC of UPS for 4 th year per unit	AMC of UPS & Batteries for 5 th year per unit	AMC of UPS & Batteries for 6 th year per unit	AMC of UPS & Batteries for 7 th year per unit	AMC of UPS & Batteries for 8 th year per unit	Total Price (Excl GST)	GS T	Total Amount (Incl GST)



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ANDHRA PRAGATHI GRAMEENA BANK

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1	3KVA UPS Units along with 8 no. of Exide 6 EL Tubular 150 AH batteries									
---	--	--	--	--	--	--	--	--	--	--

Table 3: (Table 1+Table 2):

#	Cost of UPS & Batteries (Incl GST)	Cost of AMC (Incl GST)	Total cost of Project (Incl GST)

We enclose herewith the detailed break-up of above price as per Bill of Material/ detailed price schedule of RFP. We undertake to submit the Original Price Schedule duly signed with detailed break-up of above bid price as per price schedule of RFP after the end-of Reverse Auction event.

Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vendor to conduct business with Bank as per prevailing procedure. In such case, Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future RFPs of Bank.

We are bound to supply the items as per RFP requirement at the above final bid price of Reverse Auction.

We note that in case of back out or not supplying as per the above rates quoted by us during the reverse auction, Bank will take appropriate action against us and / or forfeit the Bid Security amount and / or debar him from participating in future RFPs of Bank.

Notes:

- ✓ The above mentioned quantity may increase/decrease depending upon the Bank's discretion.
- ✓ All bidders have to submit detailed breakup of the quotes as per price schedule,
- ✓ L1 status is determined based on 'Reverse Auction'.
- ✓ Irrespective of the Bidder's Service Level Agreement with Original manufacturer, at cost or otherwise etc., the Bidder has to strictly adhere to the service support terms & conditions of RFP.
- ✓ Bank may enter into Annual Maintenance Contract (AMC) with the vendor after completion of free warranty & AMC period of three years for UPS and four years for Batteries at the rates finalized in this reverse Auction. However, Bank may at its discretion award AMC to other vendors also.

Signature and Name of the Authorised Signatory:

Designation in Company:

Name of the Company:

Address of Company:

Email:

Mobile:

Fax No:

Company Seal



Annexure-12

Performance Bank Guarantee Format

(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 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.



ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్ ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్
ANDHRA PRAGATHI GRAMEENA BANK

(Sponsored by Canara Bank)

COMMITTED TO RURAL DEVELOPMENT

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

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)
- ii. This guarantee shall be valid upto _____ and;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at 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 _____ 2024

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-13
Bank Guarantee Format for Earnest Money Deposit

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:

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

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

Notwithstanding anything contained herein

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

Dated _____ day of _____ 2024.

(SIGNATURE & SEAL OF THE BANK)

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

Name of the Bank: Andhra Pragathi Grameena Bank

Name of the Branch: HEAD OFFICE

IFSC Code: APGB0000001



ANNEXURE -14
Inspection Procedure

The following text describes the sample Pre-Dispatch Inspection procedure to be followed.

1. The factory inspection/reliability test is required to be carried out at a site having adequate power and, dust free environment at least for minimum **72** 'UPS units along with Batteries' per day. The vendor should make suitable arrangements to provide Uninterrupted (UPS) power for the inspection set-up.
2. It is suggested that the vendor should make appropriate arrangement to place the equipment offered for inspection/reliability test on suitable racks/tables, considering easy and hassle-free access to keyboard/monitor of all the equipment.
3. The vendor should ensure availability of trained technical/support staff at the inspection site for efficient handling of the inspection and movement of the equipment during the inspection.
4. It is suggested that adequate number of extra machines are offered for the inspection and kept for reliability testing. This may be useful in the event of some machines failing during the reliability tests.
5. All the UPS units and its sub-components must bear relevant original manufacturer's part numbers.
6. It is required that a list containing serial numbers of all the UPS units offered for inspection is kept ready before the arrival of the inspection team. The list should preferably be typed. The list should also contain (in tabular fashion) the serial numbers of UPS unit. The serial numbers must be sorted according to the rack/table positions of the equipment.
7. For all the UPS units, the screws for the top cover should be removed **without removing** the cover itself. This is required, as each and every machine will be physically inspected for conformance to the specifications as given in the purchase order.
8. In case of serious discrepancy found in the hardware vis-à-vis the ordered hardware, the inspection will be called off.
9. All the machines must be kept in power-on condition for at least for 24 hours before the arrival of the inspection team at the site.
10. During the power-on condition as mentioned above and during the visit of the inspection team, all the machines should be running latest versions of AMIDIAG diagnostics in an endless loop. If the vendor desires to run any other diagnostic software than the ones mentioned herein, a prior approval of Bank/Consultants is necessary. While obtaining such approval, the vendor must submit to the bank, the detailed description and functionality of the proposed diagnostic software.
11. It must be ensured that every piece of hardware ordered is included in the reliability test, e.g., Isolation transformer, Convertor, Invertor, IGBT board etc.
12. Under no circumstances the diagnostic/reliability test on any/all machines should be stopped or interrupted before the arrival of the inspection team.
13. The inspection team will reject machines, which fail to pass the reliability test.
14. At least one set of all the software items (including media and documentation) ordered should be available at the time of inspection.
15. At least one copy (soft copy) of all the documentation to be supplied to the Bank should be available for the inspection.
16. If the order is cleared in parts or the consignment is rejected by the inspection team, the cost of the subsequent inspection will be borne by the vendor.



ANNEXURE-15
Escalation Matrix

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

SUB: Supply, Maintenance of 72 No of UPS Units along with Batteries in Andhra Pragathi Grameena Bank Warranty period of 3 years comprehensive onsite warranty for UPS units and 4 years for Batteries and further provide 5 years comprehensive onsite AMC for UPS units and 4 years for Batteries

Ref: GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024

Name of Company:

Delivery Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email address
		First Level Contact					
		Second Level Contact (if response is not received in 24 hours)					
		Regional/Zonal Head (if response is not received in 48 hours)					
		Country Head (if response is not received in 1week)					

Name of Company:

Services Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email address
		First Level Contact					
		Second Level Contact (if response is not received in 4 hours)					
		Regional/Zonal Head (if response is not received in 24 hours)					
		Country Head (if response is not received in 48 hours)					

Any change in designation, substitution will be informed to the bank immediately

Signature:

Name of Representative:

Designation:



Company Seal:

ANNEXURE-16
NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into on this _____ day of _____ 2024 by _____ and between; Andhra Pragathi Grameena Bank, a body corporate constitute under the Regional Rural Act 1976 having its Head Office at Kadapa represented by herein (hereinafter called **Disclosing Party or the "Bank"**), and with _____ and having address at _____ (the **"Recipient"** or the **"Receiving Party"** or the **"Company"**).

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

1. Definition of Confidential Information.

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

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

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

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

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

2. Disclosure of Confidential Information.



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

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

3. Use of Confidential Information.

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

4. Compelled Disclosure of Confidential Information.

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

5. Term.

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

6. Remedies.



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

7. Return of Confidential Information.

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

8. Notice of Breach.

The Company shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other breach of this Agreement by the Company or its Representatives, and will cooperate with efforts by the Bank to help the Bank regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

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

10. Warranty.

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



11. Effective Date of the Agreement:

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

12. Miscellaneous.

- a) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of (state), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.
- c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- e) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above.
- f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- g) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
- h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

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

SIGNED for and on behalf of:- (Bank) Signature: Name:	SIGNED for and on behalf of :- (Company) Signature: Name:
Title: (Authorized Signatory)	Title: (Authorized Signatory)
Witness: Signature: Name:	Witness: Signature: Name:
Address:	Address:



ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్ ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్
ANDHRA PRAGATHI GRAMEENA BANK

(Sponsored by Canara Bank)

COMMITTED TO RURAL DEVELOPMENT

ANNEXURE - 17
SELF-DECLARATION OF MSEs and STARTUPS
(TO BE PROVIDED ON 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

SUB: Supply, Installation, Commissioning and Maintenance of 'UPS units along with Batteries'
for our Branches with 3 years warranty for UPS units and 4 years warranty for Batteries
and 5 years AMC for UPS units and 4 years AMC for Batteries post warranty).

Ref.: **GeM Bid ref. no. GEM/2024/B/5274253** dated 09/08/2024.

Dear Sir,

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

[Signature of Authorised Signatory]

Name:

Designation:

Seal

Place:

Date:



Annexure - 18

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

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: Supply, Installation, Commissioning and Maintenance of 'UPS units along with Batteries' for our Branches with 3 years warranty for UPS units and 4 years warranty for Batteries and 5 years AMC for UPS units and 4 years AMC for Batteries post warranty).
Ref GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024.

Dear Sir,

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-19
UNDERTAKING FOR APPLICABILITY OF PURCHASE PREFERENCE POLICY

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: Supply, Installation, Commissioning and Maintenance of ‘UPS units along with Batteries’ for our Branches with 3 years warranty for UPS units and 4 years warranty for Batteries and 5 years AMC for UPS units and 4 years AMC for Batteries post warranty).
GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024.**

Dear Sir,

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

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

Note:

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

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



Annexure-20
Bidder's Profile

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

SUB: Supply, Maintenance of 72 No of UPS Units along with Batteries in Andhra Pragathi Grameena Bank Warranty period of 3 years comprehensive onsite warranty for UPS units and 4 years for Batteries and further provide 5 years comprehensive onsite AMC for UPS units and 4 years for Batteries

Ref:GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024

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



ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్ ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్
ANDHRA PRAGATHI GRAMEENA BANK

(Sponsored by Canara Bank)

(భారత ప్రభుత్వ సంస్థ)

COMMITTED TO RURAL DEVELOPMENT

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

Date

Signature with seal

Name:

Designation:



Annexure 21

Format to Submit Pre-Bid Queries

SUB: Supply, Maintenance of 72 No of UPS Units along with Batteries in Andhra Pragathi Grameena Bank Warranty period of 3 years comprehensive onsite warranty for UPS units and 4 years for Batteries and further provide 5 years comprehensive onsite AMC for UPS units and 4 years for Batteries

GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024

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

Note:

1. Pre-Bid queries shall be submitted strictly as per the format above to **hodit_hw@apgb.in** as per the schedule mentioned in the Bid Control Sheet.
The Email Subject Shall be **"Pre-Bid Queries for GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024"**
2. Queries received after the scheduled date and time shall not be considered.



Annexure 22

Pre-Contract Integrity Pact

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

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ____ day of the month 20____, between, the Andhra 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

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

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

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

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

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

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

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

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

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

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

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract

or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the BUYER.

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

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

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

7. SANCTIONS FOR VIOLATIONS

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

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

8. FALL CLAUSE

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

9. INDEPENDENT EXTERNAL MONITORS

- 9.1.** The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.
- 9.2.** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3.** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.
- 9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.
- 9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors() with confidentiality.
- 9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.
- 9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

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

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

14. The parties hereby sign this Integrity Pact at on

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 23
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: Supply, Maintenance of 72 No of UPS Units along with Batteries in Andhra Pragathi Grameena Bank Warranty period of 3 years comprehensive onsite warranty for UPS units and 4 years for Batteries and further provide 5 years comprehensive onsite AMC for UPS units and 4 years for Batteries

GeM Bid ref. no. GEM/2024/B/5274253 dated 09/08/2024

- (a) We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- (b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) (Deviation to the above if any, the Bidder must provide details of such action(s)
 - 1.
 - 2.

Date:

Signature with Seal:

Name:

Designation:

Annexure 24

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/2024/B/5274253 dated 09/08/2024**, 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 25

Declaration for Filling of Distilled Water in Batteries During Warranty Period

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 for Filling of Distilled Water in Batteries during Warranty Period

We hereby acknowledge and accept responsibility for filling of distilled water into batteries Half-Yearly during the warranty period along with submission of required service reports. For Non-Submission of the same, corresponding amount will be penalized by Bank. The Bank has the full right to deduct the amount in BG pertaining to the non-submission of the service call report for the filling of distilled water.

Date:

Signature with Seal:

Name:

Designation

END OF DOCUMENT__