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ANDHRA PRAGATHI GRAMEENA BANK
(Sponsored by Canara Bank)
COMMITTED TO RURAL DEVELOPMENT

Request for Proposal in GeM Portal [RFP]

for

“Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank”

RFP Ref. No.: GEM/2023/B/4161633 dated 02/11/2023

GEM BID No: GEM/2023/B/4161633

Issued by: Andhra Pragathi Grameena Bank,
Department of Information Technology,
Head Office, II Floor,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003
YSR Kadapa Dist, Andhra Pradesh

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BID SCHEDULE & ABBREVIATIONS

BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	GEM/2023/B/4161633 dated 02/11/2023
2.	Name of the Wing	Department of Information Technology
3.	Brief Description of the RFP	Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank
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.

Sl. No.	Description	Details
11.	Pre-bid Meeting Date & Time	<p>1. Pre-bid meeting will be held on 16/11/2023 at 4:00 pm.</p> <p>Venue: Pre-Bid meeting will be held Online and participants are requested to attend the meeting Online.</p> <p>Those who are interested in participating the pre-bid meeting should share the participant details and queries to hodit_hw@apgb.in.</p> <p>Upon perusal of the same, the link / meeting id will be shared to the participant to participate in the virtual meeting.</p> <p>2. Pre bid queries should be submitted as per Annexure 13.</p> <p>3. Pre-bid Queries should be sent to E-mail hodit_hw@apgb.in and must reach us on or before 13/11/2023, 5.00 PM. Subject of the email should be given as “Pre Bid Queries for GEM/2023/B/4161633 dated 02/11/2023”. Queries reaching afterwards will not be entertained. Link will be shared through e-mail for the pre-bid queries submitted bidders.</p>
12.	Other Details	<p>1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be shared with all the bidders.</p> <p>2. No suggestions or queries shall be entertained after pre-bid meeting.</p>
13.	<p>This document can be downloaded from following website https://www.apgb.in/tender1.php & 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/tender1.php & https://gem.gov.in/). No individual communication will be sent to the individual bidders.</p>	

Abbreviations used in this Document:

1.	AD	Active Directory
2.	AI	Artificial Intelligence
3.	AMC	Annual Maintenance Cost
4.	API	Application Programming Interface
5.	ATS	Annual Technical Support
6.	AV	Anti-Virus
7.	BG	Bank Guarantee
8.	BOM	Bill of Material
9.	CBS	Core Banking Solution/ System
10.	CDN	Content Delivery Network
11.	CIBIL	Credit Information Bureau (India) Limited
12.	CVC	Central Vigilance Commission
13.	CRM	Customer Relationship Management
14.	DD	Demand Draft
15.	DIT	Department of Information Technology
16.	EDW	Enterprise Data Warehouse
17.	EFRM	Enterprise Fraud Risk Management
18.	EMD	Earnest Money Deposit
19.	EMS	Enterprise Management System
20.	ETB	Existing To Bank
21.	EWS	Early Warning Signals
22.	FM	Facilities Management
23.	GST	Goods and Service Tax
24.	HO	Head Office
25.	HR	Human Resource
26.	IBA	Indian Banking Association
27.	IFSC	Indian Financial System Code
28.	KYC	Know Your Customer
29.	LD	Liquidated Damages
30.	LDAP	Lightweight Directory Access Protocol
31.	LTO	Linear Tape Open
32.	MFI	Money Flow Index
33.	MIS	Management Information System
34.	ML	Machine Learning
35.	MSE	Micro and Small Enterprises
36.	MSME	Micro Small & Medium Enterprises
37.	NAC	Network Access Control
38.	NEFT	National Electronic Funds Transfer
39.	NI Act	Negotiable Instruments Act

40.	NPCI	National Payments Corporation of India
41.	NTB	New To Bank
42.	OEM	Original Equipment Manufacturer
43.	OLTP	Online Transaction Processing
44.	OSD	Original Software Developer
45.	OWASP	Open Web Application Security Project
46.	PMP	Project Management Professional
47.	RBI	Reserve Bank of India
48.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
49.	RPO	Recovery Point Objective
50.	RRB	Regional Rural Bank
51.	RTGS	Real Time Gross Settlement
52.	RTO	Recovery Time Objective
53.	SAN	Storage Area Network
54.	SIEM	Security Information and Event Management
55.	SIT	System Integration Testing
56.	SOC	Security Operations Centre
57.	SSO	Single Sign-On
58.	TCO	Total Cost of Ownership
59.	TOGAF	The Open Group Architecture Framework
60.	TRAI	Telecom Regulatory Authority of India
61.	UAT	User Acceptance Testing
62.	UI	User Interface
63.	UX	User Experience
64.	VAPT	Vulnerability Assessment, Penetration Testing
65.	WAF	Web Application Firewall

DISCLAIMER

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

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

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

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

SECTION A - INTRODUCTION

1. About Andhra Pragathi Grameena Bank

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

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

2. Definitions

1. 'Bank' means unless excluded by and repugnant to context or the meaning thereof, shall mean 'Andhra Pragathi Grameena Bank, described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
2. 'GeM' means Government e-Marketplace wherein the whole bidding process shall be conducted online.
3. 'RFP' means Request for Proposal for "Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank".
4. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer including written reply or submission of response to this RFP to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
5. "Bidder (including the term 'tenderer', 'consultant' or 'Service Provider') means an eligible entity/firm or company, participating in a procurement process with the Procuring Entity and submitting the Bid in response to this RFP.
6. 'Contract' means the agreement signed by successful bidder and the Bank including all attachments and annexures thereto and all documents incorporated by reference therein, at the conclusion of bidding process, wherever required.
7. 'Successful Bidder' / 'L1 bidder' will be the L1 bidder in totality after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP, etc.
8. "Vendor/Service Provider" is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
9. "The Contract Price/Project Cost" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
10. "Services" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of the Vendor covered under this RFP.

11. “Solution Provider” means the Vendor Selected by the Bank for Supply, Installation, Development, Implementation, Customization and Maintenance of Digital Lending Solution in Andhra Pragathi Grameena Bank.
12. “Digital Lending Platform”, “DLP” and “Digital Lending Solution” are to be read interchangeably.
13. “Product” means all the hardware, it’s all components, peripheral apparatus, associated software/ firmware/ operating software, Software Agent(s).
14. “The Project” means Supply, Installation, Development, Implementation, Customization and Maintenance of Digital Lending Solution in Andhra Pragathi Grameena Bank.
15. “The Project Site” means locations where services as desired in this RFP document are to be provided.
16. “ATS” means Annual Technical Support Services required especially for smooth functioning of Digital Lending solution in Andhra Pragathi Grameena Bank without interruption.
17. “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
18. “Documentation” will describe in detail and in a completely self-contained manner how the User may access and use the End to End Digital Lending Solution such that any reader of the Documentation can access, use and maintain all of the functionalities of the Managed Services(Service), without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.
19. “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
20. “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

3. About RFP

1. The Bank intends to float RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End to End Digital Lending Solution in Andhra Pragathi Grameena Bank for 5 years. In this connection, Bank invites proposal in GeM portal for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank for 5 years as per the terms & conditions, technical requirements and scope of work described elsewhere in this document.

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

4. Objective

1. Bank proposes to select a bidder (for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution for all lending products offered by the Bank including but not limited to Retail, MSME and Agriculture Portfolio.
2. The selected bidder shall integrate with the Bank and achieve readiness to commence services to Bank within stipulated timelines as mentioned in this GeM bid on selection at no additional cost to Bank.
3. Projections of Bank have been given for calculation of TCO for bidders. It shall be the responsibility of the selected bidder to provide & integrate with the Bank any future services relatable, impliedly or explicitly, to the requirements of the Bank as mentioned in this GeM bid coming up during the tenure of contract, at no additional cost to the Bank.
4. The Bank proposes to procure End to End Digital Lending Platform for all lending products offered by the Bank including but not limited to Retail, MSME and Agriculture Portfolio etc., as per the Technical Specifications, Scope of Work, Terms and Conditions as described elsewhere in this document.

5. Participation methodology

1. In this RFP either the authorized bidder on behalf of the Principal or Principal itself can bid but both cannot bid simultaneously. If participated, the bids of Principal and the authorized bidder/s are liable for rejection.
2. If a bidder bids on behalf of the Principal, the same bidder shall not submit a bid on behalf of another Principal in this RFP.
3. If any product of Principal is being quoted in this RFP, the Principal cannot bid for any other Principal's product. If participated, the bids of Principal and the authorized bidder/s are liable for rejection.
4. In the event of the bidder being not able to perform the obligations as per the provisions of the contract, the Principal should assume complete responsibility on behalf of the bidder for providing end-to-end services i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the bank.

6. Invitation to Bid

1. This Request for Proposal (RFP) has been issued by the Bank for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank for a period of 5 years. This RFP is for procurement of Digital Lending Solution. However, the Bank is free to entrust the service to another service provider at any stage in the interest of the Bank.
2. In order to meet the requirement, the Bank proposes to invite tenders from eligible bidders to undertake and provide End-to-End Digital Lending solution as per details/scope of work mentioned in Annexure 6 of this RFP document.

3. The purpose this RFP is to seek a detailed technical and commercial proposal for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank desired in this document.
4. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
5. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing Digital Lending solution for Andhra Pragathi Grameena Bank are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide Andhra Pragathi Grameena Bank the proposed End to End Digital Lending Solution adhering to Bank's requirements outlined in this RFP.

7. Requirement Details

Bank invites offers from eligible bidders for Selection of Vendor for Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank for a period of 5 years as per Terms and Conditions, and Scope of work described elsewhere in this document.

8. Scope of Work

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

9. Eligibility Criteria, Technical & Functional Specifications, & Compliances:

1. Interested Bidders, who are capable of Supply, Installation, Implementation, Integration, Roll Out, Operations and Maintenance of End-to-End Digital Lending Software Solution and meet the Eligibility Criteria as per Annexure-2, may respond.
2. Non-compliance to any of the Eligibility 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 evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Eligibility Criteria Compliance". Any of the Eligibility Criteria not accompanied by relevant proof documents will not be considered for evaluation.
3. Andhra Pragathi Grameena Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer.

4. Bid is open to all Bidders who meet the eligibility criteria and Technical Criteria. The Bidder has to submit the documents substantiating eligibility & technical criteria as mentioned in this RFP document through GeM portal. There cannot be two bids proposed by the same bidder under this RFP.
5. The Bidder shall also submit Pre-Contract Integrity Pact along with the technical Bid as prescribed by the Govt. of India (Annexure-12) duly signed by the Bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed (i.e. on Non-Judicial Stamp Paper of INR 200). Bid submitted without PRE-CONTRACT INTEGRITY PACT, as per the format provided in RFP, shall not be considered and rejected.

10. Techno Commercial Evaluation Process:

1. The bid will be evaluated by techno commercial evaluation process. The Techno-Commercial evaluation process will consist of two stages:
 - i. Technical Evaluation (including Eligibility Evaluation)
 - ii. Commercial Evaluation
2. The evaluation process aims to find out the best fit (based on technical and commercial evaluation) of bidder and can be summarized in the following points.
3. The Technical Evaluation shall be performed first to identify the list of bidders as per the Eligibility Criteria (Annexure-3). The bidders found eligible in Eligibility Criteria (Annexure-3) shall be evaluated through technical evaluation parameter (Annexure 4) of the GeM bid.
4. The bidders scoring less than 70% marks in the technical evaluation as per Annexure-4 will not be considered for the selection process and their Indicative Commercial Bids will not be opened & evaluated. Decision of the Bank to this effect will be final and no further communication in this regard will be entertained.
5. Each qualified bidder in Technical Evaluation (i.e., bidders who obtain 70% or more marks in technical evaluation criteria) shall be assigned a Technical Score (T).
6. The Commercial bids of only those bidders, who have qualified the Eligibility Criteria and have been assigned with a Technical Score (T) after technical evaluation, would be opened & evaluated.
7. The bidders should submit the commercial bill of material covering cost for each Services (for each line item) and total cost for the bank as per Bill of Material (Annexure-8).
8. The Criteria for Technical Evaluation and Commercial Evaluation will have weightage of 70:30.
9. The Commercial Bid will comprise of the Total Cost for Bank (TCB) and break-up of their final price as per Annexure-8.
10. The final selection of the bidder will be based on the Technical Score (T) and the Total Cost to the Bank (TCB). (T1-L1 Basis).
11. During technical evaluation the score of the bidders will not be disclosed.
12. Sample evaluation process is shown below:

i. The technical bids will be allotted 70% weightage while commercial bids will be allotted weightage of 30%. Combined score will be arrived at after considering commercial quote submitted and marks obtained in technical evaluation with relative weightage of 30% for commercial bid and 70% for technical bid according to the following formula:

$$\text{Combined score} = 70 \times \frac{\text{Technical Score of Bidder}}{\text{Highest Technical Score}} + 30 \times \frac{\text{Lowest Commercial Bid}}{\text{Commercial bid of the Bidder}}$$

ii. The bidder obtaining the Highest Combined Score in evaluation of technical and commercial evaluation will be ranked TC-1 followed by proposal securing lesser marks as TC-2, TC-3 etc. Bidder securing Highest Combined Marks and TC-1 shall be recommended for award of contract.

10.13 Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary.

10.14 In case there is only one vendor having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement. In case if only one vendor is qualified as per eligibility criteria and also qualifies as per technical evaluation and reaches/exceeds the cut-off score of 70, then commercial bid of such vendor will be evaluated.

SECTION B DELIVERABLE AND SERVICE LEVEL AGREEMENTS

11. Delivery, Installation, Configuration, Integration and Commissioning

Bank shall provide the address and contact details for delivery of required hardware / software items for implementation of Integrated End to End Digital Lending Solution while placing the order.

Bidder is required to propose the same as part of Digital Lending Solution in line with the Scope & specifications mentioned in the RFP.

The hardware required for private on-premise cloud deployment is to be provided by the Bidder in line with the scope & specifications mentioned in the RFP.

All environments are to be hosted at Bank's DC & DR.

The proposed services will be hosted on Perpetual License Model and Private On-Premise Cloud Deployment model with all Servers being hosted on premises. The hardware required for private cloud deployment is to be provided by the Bidder in line with the scope & specifications mentioned in the RFP.

12. Project Timelines

The overall project will span across multiple phases. Project Timelines are as below:

#	Particulars	Activity	Timeline
1	Kick Off Meeting	Kick off meeting to develop an understanding of the Digital Lending Product requirements from bank Side and way forward.	T+7 days
2	Deployment of Resources onsite	Onsite resource deployment for starting the development process including Bidder side Project Manager	T+15 days
3	Delivery of Hardware	Delivery of Hardware & OS	T+ 2 months
4	Installation of Hardware & OS	Installation of Hardware & OS	T+ 2.5 months
5	Delivery of Software Licences	Delivery of Licenses	T+ 2 months
6	Digital Lending Platform Core Solution Delivery, installation & Integration	Bidder shall Install the Proposed Digital Lending Core Solution at Bank's premises on Private Cloud.	T+ 3 months
7	Creation of Digital Loan Journeys (Customer journey & Branch Journey) of Phase 1	Finalization of SRS & its Signoff, Completion of development & security audit compliance and Go-live	T+7 months
8	Creation of Digital Loan Journeys (Customer journey & Branch Journey) of Phase 2	Finalization of SRS & its Signoff, Completion of development & security audit compliance and Go-live	T+ 10 months

#	Particulars	Activity	Timeline
9	Creation of Digital Loan Journeys (Customer journey & Branch Journey) of Phase 3	Finalization of SRS & its Signoff, Completion of development & security audit compliance and Go-live	T+13 months
10	Creation of all other Digital Loan Journeys (Customer journey & Branch Journey) of Phase 4	Finalization of SRS & its Signoff, Completion of development & security audit compliance and Go-live	T+15 months

Note:

***T is the date of Acceptance of Purchase Order. Bidder needs to accept the Purchase Order within 7 days from the date of issuance**

***Bank reserves the right to re-prioritize any product(s) during Implementation**

- 12.1 The timelines are tentative in nature and bank in consultation with selected bidder may revise the timelines, if required.
- 12.2 Delayed deliverables will attract a penalty of 0.50% of contract value for per week or part thereof, subject to maximum of 10% of contract value.
- 12.3 The solution will be accepted after complete integration and satisfactory working of the solution.

13. System Integration Testing & User Acceptance Testing:

- 13.1 The Vendor should integrate the Digital Lending Solution with the existing systems as per requirement of the Bank and carry out thorough system integration testing.
- 13.2 The functional testing would be carried out by Bank's staff/ Third party vendors. Other testings like resiliency, benchmarking, operational, load tests etc. would be carried out by the vendor. For functional testing, on-site training needs to be provided by the Bidder.
- 13.3 Satisfactory completion of the aforementioned tests and Information Security Clearance of the Bank and submission of security audit certificate from CERT-IN empanelled auditor by bidder for the acceptance of the End to End Digital Lending Solution is required.

14. Acceptance

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

15 Uptime

- 15.1 The bidder shall guarantee a 24x7 availability with monthly uptime of 99.95% for the solution as specified in Annexure-6 (Scope of Work) and Annexure-4 (Technical requirements), during the period of the Contract and also during ATS, which shall be calculated on monthly basis.
- 15.2 Infrastructure availability including network, compute and storage shall be at a minimum 99.95%.

- 15.3 The "Uptime" is for calculation purposes, equals to the Total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the Bank / User unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.
- 15.4 Bidder should consider high-availability (active-passive) at DC & DR with RPO of 15 minutes and RTO of 120 minutes. The data files along with archives and individual file storage should be hosted in India for primary and secondary copies.
- 15.5 If the Bidder is not able to attend the troubleshooting calls on solution working due to closure of the office/non-availability of access to the solution, the response time/uptime will be taken from the opening of the office for the purpose of uptime calculation. The Bidder shall provide the Monthly uptime reports during the warranty period and ATS period, if contracted.
- 15.6 The Downtime calculated shall not include any failure due to Bank, third party and Force Majeure.
- 15.7 The percentage uptime is calculated on monthly basis as follows:

$$\frac{(\text{Total contracted minutes in a month} - \text{Downtime minutes within contracted minutes})}{\text{Total contracted minutes in a month}} \times 100$$

Contracted minutes of a month = No. of days in that month X 24 X 60.

16 Penalties & Liquidated Damages:

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

16.1 Penalties/Liquidated damages for delay in Delivery and Installation of Solution would be as under:

- 16.1.1 Non-compliance of the implementation will result in the Bank imposing penalty of 0.10% plus GST on delay in Implementation per week or part thereof, on the contract value.
- 16.1.2 However, the total Penalty/LD to be recovered under above clauses shall be restricted to 5% (Plus GST) of the total contract value (exclusive of Taxes).

16.2 Penalties/Liquidated damages for delay in Delivery and Installation of Hardware would be as under:

- 16.2.1 Non-compliance of the hardware delivery and installation timelines will result in the Bank imposing a penalty of 0.50% plus GST on delay in delivery & installation of hardware per week or part thereof, on the total hardware cost.
- 16.2.2 However, the total penalty/LD to be recovered under above clause is restricted to 5% (plus GST) of the total contract value (exclusive of Taxes)

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

- 16.3.1 Non-compliance of the implementation timelines will result in the Bank imposing a penalty of 0.50% plus GST on delay in implementation of the particular phase per week or part thereof, on the total implementation cost.

16.3.2 However, the total penalty/LD to be recovered under above clause is restricted to 5% (plus GST) of the total contract value (exclusive of taxes)

16.4 Penalties/Liquidated damages for not maintaining uptime:

16.4.1 The Successful Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

16.4.2 If any act or failure by the Successful Bidder under the agreement results in failure or in operability of systems and if the Bank has to take corrective actions to ensure functionality of its property. The Bank reserves the right to impose penalty which may be equal to the cost it incurs or the loss it suffers for such failures subject to maximum of 5% of the contract value.

16.5 Penalty Due to Delay in Services:

16.5.1 Penalty due to delay in deliverables shall be 0.5% per week and part thereof subjected to maximum 5% of the total contract value.

16.5.2 Penalty due to Downtime or due to performance below the expected Turnaround time of any application integrated with the Solution, which may impact Banks business:

16.5.2.1 After implementation of the complete solution, Penalty will be deducted for partial or complete downtime of the system excluding the planned Downtime on monthly basis and penalty will be charged as specified below:

Uptime(U)	Penalty
U >=99.95	No Penalty
<p>For every 0.5% decrease in guaranteed monthly uptime for End to End Digital Lending Solution, penalty at 0.1% of total contract value shall be recovered from the service provider subject to maximum of 5% of total contract value.</p> <p>If the uptime is below 95%, The bank shall have the full right to terminate the contract under this RFP. The right of termination shall be in addition to the penalty as mentioned above along with invocation of Performance Bank Guarantee and other steps as deem fit to Bank.</p>	

16.5.2.2 SLAs will be monitored on Quarterly basis and the penalty will be levied accordingly.

16.5.2.3 The downtime penalty on account of reasons attributable to the Bank will be excluded while calculating overall downtime. The same will be done on the sole discretion of the Bank after going through the detailed Root Cause Analysis (RCA) provided by the vendor for issues/ failures reported.

16.5.2.4 The penalty due to down-time, during contract period will be deducted from any subsequent payment to be made to the selected bidder.

16.6 Penalty Due to Erroneous Behavior of the Solution:

16.6.1 If the solution or any of its components behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the bidder on actual basis. The maximum penalty under this category is limited to 10% of contract value.

16.7 Penalty due to Absence of On-site Resource:

16.7.1 During the Implementation and contract period- In the absence of the onsite resource (support and Project Management resource), suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), Bank shall pay only the proportionate amount of Resident resource charges during the particular quarter and a penalty would be deducted @0.5% of the Resource cost, for each day up to a maximum of 10% of the resource cost.

a. Performance Measurement

Services	Description	Calculation	Periodicity	MSL	Penalty
Hardware Utilization	Hardware utilization for OLTP should not exceed 50% for more than 10 minutes continuously in a day. *Incident—Each incident is defined as utilization crossing the 50% threshold for continuous 10 minutes window in a day.	EMS/ Helpdesk	Monthly	Per instance	Penalty of INR 5,000 will be levied for every such instance
Storage Utilization	The storage utilization should not exceed 90% at any given point of time	EMS/ Helpdesk	Monthly	Per instance	Penalty of INR 5,000 will be levied for every 1% increase in storage beyond 90% space utilization
Batch Processing	In the event of erroneously batch uploads due to fault solely attributable to the bidder	Manual Identification	Monthly	Per Instance	Penalty of INR 2,000 will be levied for every such instance

Services	Description	Calculation	Periodicity	MSL	Penalty
Application Patch Management	Bidder shall implement program updates, patches, fixes and critical security alerts within three months of the release by OEM	Manual Audit	Monthly	Per Instance	Penalty of INR 10,000 will be levied for every week's delay beyond three months

b. Management, Reporting and Governance:

Service Details	SLA Measurement	SLA	Penalty
RCA Submission	Adherence to delivery of RCA Reports for issues/ gaps/ bugs within a week of the issue being identified/ notified.	100%	The RCA reports to be shared within a week of the issue being identified/ notified. For each default the penalty of INR 1,000/- per week or part thereof maybe charged to the bidder subject to maximum of Rs.50,000.00

c. Bug Reporting & Resolution

Level	Description	Calculation	Periodicity	MSL	Penalty
Bug Reporting	Bidder shall ensure that all bugs reported by the users/ testing team shall be duly logged and assigned a unique ID for reference purposes. Users shall be informed about the reference ID maximum within 15 minutes from recording the complaint	Manually through various communication on channels	Monthly	100%	Penalty @ Rs. 1,000/- per day will be levied subject to maximum of 0.5% of the contract value.
Bug Resolution	Bidder shall ensure that all bugs reported by the users/testing team as agreed with the Bank and resolved maximum within 3 calendar days. The reference ID post resolution should be closed in concurrence with the Bank.	NA	Monthly	Per Instance	

d. Audit Gaps

Item	Issue Categorization	Resolution Period	Penalty Amount (**)
Audit Gaps Resolution	High	Within 7 days	5,000/-per issue per day post the resolution period till the issue/gap closure date. Maximum of 0.1% of contract value.
	Medium	Within 10 days	2,500/-per issue per day post the resolution period till the issue/gap closure date. Maximum of 0.5% of contract value.
	Low	Within 15 days	1,000/-per issue per day post the resolution period till the issue/gap closure date. Maximum of 0.25% of contract value.

**Bidder is required to submit the compliance document confirming that the gaps identified by Bank's appointed third party have been closed.

- 16.8** The bidder shall not be penalized for any SLA breach outside the scope of bidder and for any reason not attributable to the Bidder.
- 16.8.1 Penalty as in 16.5 to 16.7 can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. All the types of penalties can be levied up to their maximum limit simultaneously.
- 16.8.2 Bank may also impose penalty to the extent of loss incurred, if the loss was due to the actions directly attributable to the Bidder.
- 16.8.3 If the selected Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document. The Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty/ Liquidated Damage for non-performance.
- 16.9** The overall penalty shall be restricted to 10% of the total contract value if not specified otherwise.
- 16.9.1 Any claims from Bank's Clients / Customers with respect to Liquidated damages due to Data loss or privacy breach shall be attributable to the selected bidder and any loss to this effect shall be recovered from the bidder. This clause is to be read in concurrence with Clause for Limitation of Liability.
- 16.10 Penalties/Liquidated Damages for non-performance:** If the bidder does not meet the specifications of the RFP 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.
- 16.11** The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from 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.
- 16.12** All the above LDs are independent of each other and are applicable separately and concurrently.

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

17 Payment Terms

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

Payment Stage	% of Payment	Remarks
Software Cost	75%	On successful delivery of licenses and confirmation from bank officials.
	25%	On successful Go-live of products of Phase 1
Hardware Cost	70%	On successful delivery & installation of hardware
	20%	On successful Go-live of products of phase 2
	10%	After completion of warranty period and after deducting applicable penalties and liquidated damages OR on submission of Bank Guarantee equivalent to 10% of the remaining payment
Implementation Cost	25%	On Go-Live of products of Phase 1
	25%	On Go-Live of products of Phase 2
	25%	On Go-Live of Products of Phase 3
	25%	On Go-Live of Products of Phase 4
Installation & commissioning	100%	On successful Installation & Commissioning of Hardware
Onsite Resources	Quarterly in Arrears	Quarterly in arrears on the basis of actual no. of resources deployed
Training Cost	In Arrears	Post completion of the respective training
ATS Charges	Yearly in advance	Yearly in advance at the beginning of each year
AMC Charges	Quarterly in Arrears	Quarterly in arrears
Fin-Tech Charges	Quarterly in Arrears	Quarterly in arrears based on actual usage
Other Cost, if any	In Arrears	To be paid in arrears upon completion of the said activity

- 17.2 Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- 17.3 The selected bidder has to submit installation report/Sign off report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- 17.4 Bank will not pay any amount in advance except ATS.
- 17.5 Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
- 17.6 The Bank shall finalize the installation and Acceptance format mutually with the selected bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.
- 17.7 The payments will be released through NEFT / RTGS after deducting the application LD/Penalty, TDS if any, centrally by Head Office and the selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
- 17.8 The Agreement/ SLA will be valid for the period of Five (05) years which can be extended upto two (02) years, solely at the discretion of the Bank with mutually agreed terms and

conditions. The Bank reserves the right to terminate the Agreement as per the terms of RFP.

18 Onsite Resources

- 18.1 The bidder has to provide technically qualified onsite resources that are well versed in the proposed solution as per BoM. The cost agreed upon for the resource will be frozen and purchase order will be issued accordingly. The charges for the onsite resources will be paid from the date of deployment of the resources by the Bank.
- 18.2 The selected bidder should provide a dedicated Project Manager with whom Bank will be able to co-ordinate with until go-live of the project.
- 18.3 Bank reserves the right to claim change in resource based on the performance of the resources.
- 18.4 Bank at its discretion may avail Onsite resources based on the requirement.
- 18.5 Bank has its right to terminate the services of Onsite resources based on its requirement by giving a 30 days notice.
- 18.6 Support should include advising & helping the Bank in implementing controls for the risk advised by regulators/Govt. of India,
- 18.7 Support has to cover to solve day to day issue while using the proposed solution in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues, co-ordinating with respective teams in resolution of issues identified by the Bank, assisting the Branches of the Bank in smooth functioning of the solution and any other issues to the Bank as per the SOW/SLA at no extra cost.
- 18.8 Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issues.
- 18.9 The Bidder should help Bank in resolving any security observations as per the IS Policy of the Bank.
- 18.10 The Bidder has to submit following KYC documents for onsite engineer:
- ✓ Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only.
 - ✓ Address Proof (Local and Permanent)- Duly attested photocopy by candidate and Bidder HR.
 - ✓ Aadhar Card - Duly attested photocopy by candidate and Bidder HR.
 - ✓ Relieving Certificate of Previous employer - Duly attested photocopy by candidate and Bidder HR.
 - ✓ Passport - Duly attested photocopy by candidate and Bidder HR.
 - ✓ Background Police Verification report - Duly attested photocopy by candidate and Bidder HR.
- 18.11 Bidder will be responsible for attending complaints during the contract period.
- 18.12 Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue. If the Issue requires OEMs technical person's/ product developer etc intervention, Bidder has to take up suitability with the appropriate level at OEM and obtain the solution and implement it for resolution of the

issue. If the analysis of the issue requires log submission, Bidder will submit the same for further analysis in consultation with the Bank.

18.13 The Selected Bidder should enter into Service Level Agreement with Bank for providing Remote Access to OEM during troubleshooting as per format shared with Purchase Order.

18.14 Onsite Resource charges will be paid Quarterly in arrears. In case the resources go on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the solution is not hampered.

18.15 Response Time and Meantime to Restore [MTTR].

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

19 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.

20 Subcontracting

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

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

21 Defect Liability

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

22 Right to Audit

22.1 The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (hardware/ software) and services etc. provided to the Bank and the Service Provider are required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub-contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the

Service Provider. The Service Provider shall, whenever required by the Auditors, shall furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Bank shall provide prior notice of 3 calendar days before such audit provided this will not be applicable in case of audit is conducted by any statutory or regulatory authority.

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

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

23. Project Ownership

23.1 If the bidder is offering solutions/products/services from other bidders/principals, as required in this GeM bid, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Solution/Service which are relevant to this GeM bid.

23.2 Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.

23.3 The Bidder also has to submit a certificate/Letter from OEM that the proposed services any other related software offered by the bidder to the Bank are correct, viable, technically feasible for implementation and it will work without any hassles.

24 Acceptance of Offer

24.1 The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

24.2 The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.

24.3 The bids received and accepted will be evaluated by the Bank to ascertain the best bidder in the interest of the Bank duly considering technical and commercial viability. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the bid with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

24.4 The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

25 Project Execution

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

26 Execution of Agreement

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

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

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

27 Intimation to Qualified/Successful Bidders

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

28 Order Cancellation/Termination of Contract

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

- ✓ Delay in delivery of services in the specified period.
- ✓ Serious discrepancies noted in the items/solution.
- ✓ Breaches in the terms and conditions of the Order.

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

- ✓ Non submission of acceptance of order within 7 days of order.
- ✓ Excessive delay in execution of order placed by the Bank.
- ✓ The selected bidder commits a breach of any of the terms and conditions of the bid.
- ✓ The bidder goes in to liquidation voluntarily or otherwise.

- ✓ An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- ✓ The progress made by the selected bidder is found to be unsatisfactory.
- ✓ If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- ✓ If found blacklisted by any Govt. department/ PSU/ other banks etc., during the course of contract.

28.3 Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.

28.4 In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.

28.5 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the Bank may incur some additional expenditure within reasonable limits which the selected bidder is bound to make payment for such additional expenditure. This clause is also applicable, if for any reason, the contract is cancelled.

28.6 In case of termination of contract for the reasons that the services of vendor are not found satisfactory, the Bank shall be free to Blacklist the vendor thereby debarring them from participating in future Bids/Tender processes.

28.7 The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.

28.8 In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

28.9 Notwithstanding anything contained, the Bank also has the right to cancel the contract and EXIT WITHOUT CAUSE by giving 6 months advance notice. However, the Bidder should continue to render all the services and support as agreed as per the original terms of contract till the expiry of Notice Period.

28.10 The Bidder is obligated to support the orderly transition and complete knowledge transfer to another vendor or to the Bank.

29 General Order Terms

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

30 Roles & Responsibility during Project Implementation

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

31 Responsibilities of the selected bidder

- 31.1 The selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during contract period.
- 31.2 The Bank will call for Audited Balance Sheet of the selected bidder at any point of time during contract period and the selected bidder shall provide the same.
- 31.3 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.
- 31.4 The selected bidder should conduct vulnerability assessment and penetration testing (VAPT) through CERT-IN empanelled vendors and mitigate the vulnerabilities, if any. VA shall be conducted half-yearly and PT shall be conducted annually and as per the Bank's policy. DR drills shall be conducted at least twice in a year. The relevant reports shall to be submitted to the Bank regularly.

32 Human Resource Requirement

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

- 32.1 The bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
- 32.2 The bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- 32.3 In case the performance of the bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own. In such a case, Bank will not be liable for payment of the said resource(s).
- 32.4 No right to employment in the Bank shall accrue or arise to the employees or agents of the bidder, by virtue of engagement of employees, agents, etc. of the bidder for any assignment under this project. It is further clarified that the arrangement herein with the bidder is a contract for service.
- 32.5 The bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.

- 32.6 The bidder team is required to work on Bank's working days and holidays shall be as applicable to Bank's team. If any resource has worked for a partial period in a month, and no replacement has been provided, rate will be paid on a pro rata basis.
- 32.7 The bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.

33 Responsibility for Completeness:

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

34 Assumptions/Presumptions/Modifications

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

35 Resolution of Disputes:

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

36 Legal Disputes and Jurisdiction of the court:

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

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

SECTION C BID PROCESS

37 Clarification to RFP & Pre-bid Meeting

The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under **Annexure-13**.

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

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

No oral or individual consultation will be entertained

38 Pre-Bid meeting

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

39 Bid System Offer

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

- 39.1 Part A - Technical Proposal:** Indicating the response to the Pre-Qualification Criteria, Scope of Work and other terms & conditions for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.
- 39.2 Part B - Commercial Bid:** Furnishing all relevant information as required as per Bill of Material as per **Annexure-8**. The format for submission of Commercial bid is as per **Annexure-8**.

40 Preparation of Bids

40.1 Part A - Technical Proposal

- 40.1.1 Before submitting the bid, the bidders should ensure that they conform to the Pre-Qualification Criteria as stated in **Annexure-2** of RFP. Only after satisfying themselves of the Pre-Qualification Criteria, the Offer should be submitted.
- 40.1.2 Relevant technical details and documentation should be provided along with Technical Proposal.
- 40.1.3 It is mandatory to provide the compliance to the scope required by the Bank as per this RFP.
- 40.1.4 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.
- 40.1.5 The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
- 40.1.6 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.
- 40.1.7 The Technical Proposal should be complete in all respects and contain all information sought for, as per RFP. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part A - Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- 40.1.8 Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
 - 40.1.8.1 Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
 - 40.1.8.2 It should not provide any price information like, unit price, tax percentage, tax amount etc.

40.2 Part B - Commercial Bid

- 40.2.1 Commercial Bid should be submitted as per instruction in **Annexure-8**.
- 40.2.2 Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **Annexure-8**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 40.2.3 The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any

price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.

40.2.4 Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

40.2.5 Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.

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

41 Amendment to Bidding Document

41.1 At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.

41.2 Notification of amendments will be made available on the GeM/Bank's website only (apgb.in) and will be binding on all bidders and no separate communication will be issued in this regard.

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

42 Bid Preparation and Submission

42.1 e-Tendering through GeM: This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Vendors will have to abide by terms and conditions of GeM portal for participating the bidding process.

42.1 No consideration will be given to e-bids received after the date and time stipulated and no extension of time will normally be permitted for submission of e-Bids. Bank reserves the right to accept in part or in full or extend or reject the entire e-bid and cancel the entire tender without assigning any reason thereof at any stage.

42.2 The decision of the Bank in regard to this tender shall be final and binding on all the bidders. All disputes or differences in connection with this tender shall be subject to the jurisdiction of the courts at Kadapa only.

42.3 Bidders may please note:

42.3.1 The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services, Software Solution/ services it proposes to supply.

42.3.2 While submitting the Technical Bid, literature on the hardware and its associated operating software, Software Solution/ service should be uploaded.

42.3.3 Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, the bid is liable for rejection.

- 42.3.4 The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be uploaded.
- 42.4 Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.
- 42.5 Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 42.6 If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- 42.7 The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- 42.8 The Bidder must provide specific and factual replies to the points raised in the RFP.
- 42.9 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract and to be uploaded in the portal.
- 42.10 All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's Company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature and to be uploaded in the portal.
- 42.11 Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.
- 42.12 The Bank reserves the right to reject Bids not conforming to above.
- 42.13 All the envelopes shall be addressed to the Bank and uploaded online and should have name and address of the Bidder.

43 Deadline for submission of Bids

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

44 Modification and Withdrawal of Bids

44.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received at the portal, prior to the deadline prescribed for submission of Bids. However, the rules, terms and conditions of GeM portal in regard to submission of bids shall prevail.

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

45 Period of Validity of Bids

45.1 Bids shall remain valid for 180 days from the last date of submission of bids. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.

45.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.

45.3 Once Purchase Order is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

46 Bid integrity

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

47 Cost of Bid document

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

48 Contents of bidding document

48.1 The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.

48.2 Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. Andhra Pragathi Grameena Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

48.3 Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto.

48.4 The information provided by the Bidders in response to this RFP will become the property of Andhra Pragathi Grameena Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

49 Earnest Money Deposit (EMD)

49.1 The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount as mentioned in the Bid Schedule by way of Demand Draft drawn on any Scheduled Commercial Bank in India in favour of Andhra Pragathi Grameena Bank, payable at Kadapa.

49.2 In case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per **Annexure 7**.

49.3 The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Andhra Pragathi Grameena Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per **Annexure 7**. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.

49.4 The bidder has the provision to remit the Earnest Money Deposit through online mode to below mentioned account for this RFP:

Account Name : APGB DIT Procurement
Account No : 91343000015
IFSC Code : APGB0000001

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

49.5 Non submission of EMD leads to rejection of Bid.

49.6 The EMD of the Bidders not qualified under Part A - Technical Proposal will be returned within 15 days after opening the Commercial Proposals of the bidders qualified under Part A - Technical Proposal. The EMD of Technically Qualified bidders except the selected bidder will be returned within 30 days after opening the Commercial Proposals of the bidders qualified under Part A - Technical Proposal. The EMD of the selected bidder will be returned within 15 days after submission of Performance Security.

49.7 The EMD may be forfeited/ Bank Guarantee may be invoked:

49.7.1 If the bidder withdraws or amends the bid during the period of bid validity specified in this document.

49.8 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.

50 Bid Opening

50.1 All the technical Bids received up to the specified time and date will be opened online for initial evaluation on the time and date mentioned in the Notice Inviting e-Tender.

50.2 In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.

50.3 The Bank will examine the Bids to determine whether they are complete, and all documents/annexure(es) stated in the RFP have been submitted, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

50.4 Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in to without any deviation.

50.5 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

50.6 After opening of the technical Bids and preliminary evaluation, Bidders who meet the eligibility criteria may be asked to make presentations on the Software, service, hardware, operating software/firmware proposed to be offered by them.

50.7 If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

51 Technical Evaluation

51.1 Technical evaluation may include technical information submitted as per technical Bid format, demonstration of proposed product/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/ superior features of their product. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Equipment, Software and Services to support all the required functionalities at their cost in their lab or those at other organizations where similar product is in use.

51.2 The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/workplace visit and witness demos of the system and verify functionalities, response times, etc.

51.3 Bank may evaluate the technical and functional specifications of all the equipment quoted by the Bidder.

- 51.4 During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.
- 51.5 The evaluation may also take into account:
- 51.5.1 The product to be supplied/services offered by the Bidder to any noticeable bank in India. The Bidder should furnish the details.
 - 51.5.2 Does the proposed product handles the projected volumes and offers a proven solution to meet the requirements.
 - 51.5.3 Is the product offered by the Bidder a complete system or does it have integrations with third party solutions.
 - 51.5.4 Upgrade(s) assurance by the Bidder as per requirements of the Bank for the duration of the project.
 - 51.5.5 Capability of the proposed product to meet future requirements outlined in the RFP.
 - 51.5.6 Support on open platforms and product based on latest technology (both hardware, software, operating software/firmware, database).
 - 51.5.7 Bidder support facilities: Support requirement like online support/ email support/ offline support, time period.
 - 51.5.8 Bidder will support the Bank as required in peak days of business (month-end and start of the month) and during switching over process from PR to DR and vice versa.
 - 51.5.9 Bidder should comply with the mandatory requirements as given in Annexure - 3.1, Annexure 3.2 & Annexure 4

52 MSE (Micro & Small Enterprises)

- 52.1 As per recommendations of GoI, Bank has decided to waive off EMD for MSE entrepreneurs.
- 52.2 Exemption from submission of Earnest Money Deposit (EMD) shall be given to bidders who are Micro & Small Enterprises (MSEs) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum/Udyam Registration (as applicable) or any other body specified by Ministry of MSME. Bids received without EMD from bidders not having valid NSIC registered documents for exemption will not be considered.
- 52.3 To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSE firms who are in the process of obtaining registration will not be considered for EMD exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD).
- 52.4 MSE bidder has to submit a self-declaration (Annexure-21) accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a

period of three (03) years from being eligible to submit bids for contracts with the Bank.

- 52.5 Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the selected bidder under any circumstance.

SECTION D SELECTION OF BIDDER

53 Preliminary Scrutiny

- 53.1 The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- 53.2 Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

54 Clarification of Offers

- 54.1 During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- 54.2 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.

55 Bidders Presentation /Site Visits / Product Demonstration/POC

- 55.1 Bidders are further required to be in preparedness to demonstrate the proposed solution/services by arranging for service delivery walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank.
- 55.2 Setting of evaluation criteria for demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.
- 55.3 All expenses incurred in connection with the above shall be borne by the bidder.

56 Normalization of Bids

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

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

OR

Revised submissions of the entire bid in the whole

The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this

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

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

57 Proposal Ownership

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

58 Evaluation of Bid

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

Part A-Conformity to Eligibility Criteria:

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

Part B-Technical Proposal:

The Part B-Technical Proposal of only those bidders who qualified in Part A- Conformity to Eligibility Criteria, will be opened with due communication by the Bank. The Part B-Technical Proposal submitted by the bidder will be evaluated based on documents submitted as per existing **Annexure-3.1, Annexure 3.2 and Annexure-4**. The proof of documents should be submitted as per existing **Annexure-3.1, Annexure 3.2 & Annexure 4** and it will be evaluated by the Bank and Bank will seek clarification, if required.

Part C- Commercial Bid:

The Part C- Commercial Bid of only those bidder who qualified in Part B-Technical Proposal (With minimum 70% and above marks) will be opened with due communication by the Bank. The **Part C-Commercial Bid** submitted by the bidder will be evaluated based on Bill of Material submitted by the Bidder.

Successful Bidder will be selected on the basis of Techno Commercial evaluation (70% weightage for technical evaluation and 30% weightage for commercial evaluation).

59 Basis of Allotment

59.1 Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 - Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department

of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated Sept16, 2020.

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

60 Verification of local content

- a. For same, Bidder to upload a certificate as per Annexure-14 from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number and seal, countersigned by bidder.
- b. Decisions on complaints relating to implementation of the above shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.
- c. Detailed Guidelines on Purchase Preference shall be as per Annexure-23.

61 Contacting the Bank

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

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

62 Award Criteria

- a. Bank will notify successful Bidder in writing by letter or email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- b. The notification of award will constitute the formation of the Contract.
- c. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder(s).
- d. The successful bidder shall be required to enter into a Bank's Standard contract/ SLA Service Level Agreement with the Bank, within 30 days from the date of issuance of Purchase Order or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement, Performance Bank Guarantee for the amount and validity as mentioned in the RFP strictly on the lines of format given at Annexure-9 and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The contract/ agreement will be based on Bidders' offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan - phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.

- e. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- f. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- g. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.

63 Powers to Vary or Omit Work

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

64 No Waiver of Bank Rights or Successful Bidder's Liability

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

acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.

65 Contract Amendments

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

66 Bank's Right to Accept Any Bid and to Reject Any or All Bids

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

67 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

a. Documentary evidence establishing bidder's eligibility and qualifications is required -

- i. In case of a Bidder offering to supply products and/or services mentioned in the scope of work.
- ii. that adequate, specialized expertise are available with the Bidder to ensure that the services are responsive and the Bidder will assume total responsibility for the fault-free operation of the services proposed during the contract period.

SECTION E GENERAL CONDITIONS

68 Performance Bank Guarantee

- 68.1 The Selected bidder, within 15 days from the date of Purchase Order will have to furnish a Performance Bank Guarantee as per Annexure-9, issued by any scheduled commercial bank equivalent to 3% of the total project cost valid for 62 months (60 months + a claim period of 2 months). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.
- 68.2 The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same. Bidder to note that Bank will provide a cure period of 30 days before invocation of Performance Bank Guarantee.
- 68.3 In case the contract is getting extended, the selected bidder shall get the Performance Bank Guarantee extended for the same period with additional 2 months of claim period.
- 68.4 If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (Plus GST) for each completed calendar week of delay or part thereof on the value of the order (Exclusive of Taxes) will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (Plus GST) of the total order value (Exclusive of Taxes).
- 68.5 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.

69 Country of Origin / Eligibility of Goods & Services

- 69.1 All equipment and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- 69.1 For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

70 Services

- 70.1 All professional services necessary to successfully implement the proposed 'Digital Lending Solution' will be part of the RFP/contract. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.
- 70.2 The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- 70.3 Bidder should ensure that vendor's key personnel with relevant skill- sets are available to the Bank.
- 70.4 Bidder should ensure that the quality of methodologies for delivering the products and services, adhere to quality standards/timelines stipulated thereof.

- 70.5 Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- 70.6 Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) as and when released by the Vendor/ OEM or as per requirements of the Bank without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes.
- 70.7 Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System/OS/firmware/Middleware etc. in case the Bank chooses not to upgrade to latest version.
- 70.8 Bidder shall provide legally valid firmware/software solution. The detailed information on license count and type of license should also be provided to the Bank.
- 70.9 The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware/Software and should ensure support during warranty and AMC.
- 70.10 Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- 70.11 Switchover will happen as and when mandated by the BCP Policy of the Bank which will be discussed with the successful bidder. However, the decision of Bank will be final & binding.
- 70.12 Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- 70.13 Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

71 Compliance with IS Security Policy

- 71.1 VAPT shall be done by the vendor as per the Bank's guidelines and necessary certificate shall be submitted by the vendor. All the observations/deviations shall be rectified by the bidder at their own cost. Vendor is expected to at least perform 1 round of SIT and UAT before the system is handed over to the Bank for UAT. Performance and Load Testing as per volumetrics will have to be done by the Bidder.
- 71.2 Bidder to note that the Security Infrastructure (including security components) will be provided by the Bank.
- 71.3 Bidder is required to leverage the same and deploy on the proposed Private cloud infrastructure (on-premise deployment).
- 71.4 The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:
- 71.5 Responsibilities for data and application privacy and confidentiality.
- 71.6 Responsibilities on system and software access control and administration.
- 71.7 Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor

- 71.8 Physical Security of the facilities.
- 71.9 Physical and logical separation from other customers of the Vendor.
- 71.10 Incident response and reporting procedures.
- 71.11 Password Policy of the Bank.
- 71.12 Data Encryption/Protection requirements of the Bank.
- 71.13 In general, confidentiality, integrity and availability must be ensured.
- 71.14 All data are confidential and should not be disclosed to any external parties ever.
- 71.15 At the end of the project, after sharing all the Bank's data with the Bank, all the bank's data must be completely erased by using tools like disk eraser by the vendor. The vendor and its deployed resources should certify and confirm the Bank that all data associated with the project has been deleted from their laptops/PCs/email/cloud drives etc. Whatever data the consultancy firm is having in their hard disk etc. related to the project, the same should be destroyed or returned to the Bank. At the end of the project the consultancy firm to confirm that they are not having any data on account of this project. If the Bank requires the services of the Consultancy firm after project is completed, the Bank shall share the required data with the firm. Office copies of the papers delivered to the Bank may be retained, subject to confidentiality obligation and should be destroyed within a reasonable period.

Vendor to meticulously follow following control measures -

#	Controls to be implemented	Mandatory	Compliance (Yes/No)
1	Whether the 3 rd party has Information security policy in place with periodic reviews?	Yes	
2	Whether the 3 rd party have operational processes with periodic review, including but not limited to: <ul style="list-style-type: none"> • Business Continuity Management • Backup management • Desktop/system/server/network device hardening with baseline controls • Patch Management • Port Management • Media Movement • Log Management • Personnel Security • Physical Security • Internal security assessment processes 	Yes	
3	Whether a proper documented change management process has been instituted by the 3 rd party?	Yes	
4	Whether the 3 rd party has a documented policy and process of Incident management /response?	Yes	
5	Whether the 3 rd party's environment is suitably protected from external threats by way of firewall, WAF, IDS/IPS, AD, AV, NAC, DLP etc ?	Yes	
6	Whether rules are implemented on Firewalls of the 3 rd party environment as per an approved process?	Yes	

#	Controls to be implemented	Mandatory	Compliance (Yes/No)
7	Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule?	Yes	
8	Whether proper log generation, storage, management and analysis happens for the 3 rd party application?	Yes	
9	Is the 3 rd party maintaining all Web, application, DB, Configuration and user access logs for forensic readiness?	Yes	
10	Whether the 3 rd party maintains logs for privileged access to their critical systems?	Yes	
11	Whether privilege access to the 3 rd party environment is permitted from internet?	Yes	
12	Whether the 3 rd party has captive SOC or Managed Service SOC for monitoring their systems and operations?	Yes	
13	Whether the 3 rd party environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only?	Yes	
14	Whether 3 rd party has deployed secure production, disaster recovery and testing environments for their application?	Yes	
15	Whether the 3 rd party follows the best practices of creation of separate network zones (VLAN Segments) for Web, App, DB and different zones for critical applications, non-critical applications, UAT etc. ?	Yes	
16	Whether Internet access is permitted on internal servers, database servers etc?	Yes	
17	Whether the 3 rd party has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations?	Yes	
18	Whether CERTIN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application?	Yes	
19	Whether quarterly vulnerability assessment and penetration testing is being done by the 3 rd party for their infrastructure?	Yes	
20	Whether suitable Security certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place?	Yes	
21	Whether the 3 rd party has deployed any open source or free software in their environment? If yes, whether security review has been done for such software?	Yes	
22	Whether the data shared with the 3 rd party is owned by APG Bank(APG Bank = Information Owner)?	Yes	
23	Whether the data shared with the 3 rd party is of sensitive nature?	Yes	

#	Controls to be implemented	Mandatory	Compliance (Yes/No)
24	Whether the requirement and the data fields to be stored by the 3 rd party is approved by Information Owner?	Yes	
25	Where shared, whether the bare minimum data only is being shared? (Please document the NEED for sharing every data field)	Yes	
26	Whether the data to be shared with 3 rd party will be encrypted as per industry best standards with robust key management?	Yes	
27	Whether the 3 rd party is required to store the data owned by Andhra Pragathi Grameena Bank?	Yes	
28	Whether any data which is permitted to be stored by the 3 rd party will be completely erased after processing by the 3 rd party at their end?	Yes	
29	Whether the data shared with the 3 rd party is stored with encryption?	Yes	
30	Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?	Yes	
31	Whether the 3 rd party is required to share Andhra Pragathi Grameena Bank specific data to any other party for any purpose?	Yes	
32	Whether a system of obtaining approval by the 3 rd party from the IT Application Owner is put in place before carrying out any changes?	Yes	
33	Whether 3 rd party is permitted to take any crucial decisions on behalf of Andhra Pragathi Grameena Bank without written approval from IT Application Owner? If not, are such instances being monitored? IT Application Owner to describe the system of monitoring such instances.	Yes	
34	Whether Application Owner has verified that the 3 rd party has implemented efficient and sufficient preventive controls to protect Andhra Pragathi Grameena Bank's interests against any damage under section 43 of IT Act?	Yes	
35	Whether the selection criteria for awarding the work to 3 rd party vendor is based on the quality of service?	Yes	

#	Controls to be implemented	Mandatory	Compliance (Yes/No)
36	<p>Whether the SLA/agreement between Andhra Pragathi Grameena Bank and the 3rd party contains these clauses?</p> <ul style="list-style-type: none"> - Right to Audit to Andhra Pragathi Grameena Bank with scope defined - Adherence by the vendor to Andhra Pragathi Grameena Bank Information Security requirements including regular reviews, change management, port management, patch management, backup management, access management, log management etc. - Right to recall data by Andhra Pragathi Grameena Bank. - Regulatory and Statutory compliance at vendor site. Special emphasis on section 43A of IT Act 2000 apart from others. - Availability of Compensation clause in case of any data breach or incident resulting into any type of loss to Andhra Pragathi Grameena Bank, due to vendor negligence. - No Sharing of data with any third party without explicit written permission from competent Information Owner of the Bank including the Law Enforcement Agencies. 	Yes	
37	Whether the residual risk has been covered by transferring the technology risk to Legal risk by incorporating suitable legal terms in SLA	Yes	

72 Right to Verification

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

73 Purchase Price

73.2 Total Cost of Ownership (TCO) has to be quoted in the Commercial Bid.

73.3 Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.

73.4 The order will be placed for total Cost of End to End Digital Lending Solution for 5 Years.

73.5 The applicable TDS will be deducted at the time of payment of invoices.

73.6 Terms of payment are given in Payment Terms. Selected bidder must have an account with any Bank and payment for all deliverables shall be credited to the account of the Successful Bidder(s) / Vendor(s).

73.7 Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.

- 73.8 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty, GST etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- 73.9 The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

74 Inspection and Quality Control Tests

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

75 Inspection of Records

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

76 Negligence

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

77 Assignment

- 77.2 The selected bidder shall not assign to any one, in whole or in part, its obligations to perform under the GeMbid/contract, except with the Bank's prior written consent.
- 77.3 If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this GeM bid shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the selected bidder under this GeM bid.
- 77.4 The selected bidder shall also support the merged/amalgamated entity without affecting the rights and obligations of the new entity.

78 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.

79 Validity of Agreement

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

80 Limitation of liability

- 80.2 For breach of any obligation mentioned in this RFP and/or respective Agreements, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's

data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

80.3 The limitations set forth herein shall not apply with respect to:

- ✓ Claims that are the subject of indemnification pursuant to IPR infringement,
- ✓ Damage(s) occasioned by the gross negligence, fraud or wilful misconduct of Service Provider,
- ✓ Damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- ✓ When a dispute is settled by the Court of Law in India.
- ✓ Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

81 Confidentiality

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

82 Delay in the Vendor's Performance

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

83 Vendor's obligations

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

84 Technical Documentation

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

85 Patent Rights/Intellectual Property Rights

- 85.2 Vendor/Service Provider warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Vendor/Service Provider warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Vendor/Service Provider shall ensure that the solution supplied to the Bank shall not infringe the third party intellectual property rights, if any. Vendor/Service Provider shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as Vendor/Service Provider.
- 85.3 In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, Vendor/Service Provider shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to Vendor/Service Provider for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, Vendor/Service Provider shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.
- 85.4 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.
- 85.5 Vendor/Service Provider acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

86 Confidentiality and Non-Disclosure

- 86.2 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-11
- 86.3 No media release/public announcement or any other reference to the GeM bid or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

87 Mean Time Between Failures (MTBF)

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

88 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.

89 Security

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

90 Confidentiality and Secrecy

- 90.2 The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.
- 90.3 The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

- 90.4 The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:
- ✓ To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
 - ✓ To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - ✓ To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
 - ✓ To treat all Information as Confidential Information.
 - ✓ The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Andhra Pragathi Grameena Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Andhra Pragathi Grameena Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), solely of the Andhra Pragathi Grameena Bank and shall not be used/disclosed to anybody in any manner except with the written consent of Andhra Pragathi Grameena Bank.
 - ✓ The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Andhra Pragathi Grameena Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
 - ✓ Conflict of interest: The Vendor shall disclose to Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
 - ✓ The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank’s format before or at the time of execution of the Service Level Agreement.

91 Fraud & Corrupt Practices

- 91.2 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:
- 91.3 “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution
- And
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and

includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

- 91.4 The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 91.5 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 91.6 The decision of Bank in determining the above aspects will be final and binding on the all the bidders. No bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 91.7 Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the bidder's bid and/or blacklisting the bidder. The bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 91.8 The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time.

92 Termination for Default

- 92.2 The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part, at any time by giving a written notice of one month to the Service Provider, if Service Provider fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if service provider fails to perform any other obligation(s) and/or breach any of terms and conditions of the RFP/Agreement provided a cure period of not less than 60 days (term) is given to service provider to rectify the defects.
- 92.3 In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- 92.4 If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- 92.5 During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.

- 92.6 The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- 92.7 In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is in breach of this obligation, they shall be liable for paying a penalty which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee besides rejection of order as well as any other action as deem fit by Bank.

93 Force Majeure

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

94 Responsibilities of the bidder

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

- 94.2 The bidder has arrived at the prices in its bid without agreement with any other bidder of this GeM bid for the purpose of restricting competition.
- 94.3 The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this GeM bid.
- 94.4 No attempt by the bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 94.5 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.

94.6 The bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this GeM bid. The bidder represents that all software and hardware to be supplied in response to this GeM bid shall meet the requirement of the solution proposed by the bidder. The bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this GeM bid are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this GeM bid, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this GeM bid and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this GeM bid, the Bank expects the bidder to fulfill all the terms and conditions of this GeM bid.

95 Indemnity

- 95.2 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:
- 95.2.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
 - 95.2.2 Any contravention or non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 95.3 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.
- 95.3.1 All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
 - 95.3.2 The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
 - 95.3.3 All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

96 Termination for Insolvency

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

96 Termination for Convenience

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

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

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

97.2 The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

97.3 Arbitration proceeding shall be held at Kadapa, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

98 Governing Language

The governing language shall be English.

99 Applicable Law

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

100 Taxes and Duties

100.1 The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes in the contract price.

100.2 Prices quoted should be inclusive of all Taxes including GST.

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

101 Tax deduction at Source

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

102 Inspection & Audit

- 102.1 Successful Bidder shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and Successful Bidder shall submit such certification by such Auditors to the Bank. Successful Bidder and or his / their outsourced agents / sub - contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Successful Bidder. Successful Bidder shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable

notice not less than 7 (seven) days to Successful Bidder before such audit and same shall be conducted during normal business hours.

102.2 Where any Deficiency has been observed during audit of Successful Bidder on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Successful Bidder shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Successful Bidder shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

102.3 Whenever required by the Bank, Successful Bidder shall furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Successful Bidder. However, Successful Bidder shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

103 Right to use defective product

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

104 Notices

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

105 Other terms and conditions

Selected Bidder's Obligations:

105.1 The Bidder is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles, and exercising all means available to achieve the performance specified in Contract.

105.2 The bidder will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation consumables and supplies under End to End Digital Lending Solution to the location where service is to be done. The Bank would only provide necessary letters for enabling procurement of the same.

105.3 The Bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

105.4 The Bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence.

105.5 The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

- 105.6 The Selected bidder(s) and its sub-contractors (in case allowed) shall be responsible for compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen's Compensation Act 1923,) and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable Laws, or any code, practice or corporate policy applicable to it from time to time.
- 105.7 The Selected Bidder(s) shall keep the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Successful Bidder's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in the SLA; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Successful Bidder. Successful Bidder's shall make good the loss suffered by the Bank.
- 105.8 Successful Bidder shall undertake the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Successful Bidder without undue delay. Successful Bidder shall also undertake to co-operate with other service providers thereby ensuring expected performance covered under scope of work.
- 105.9 Selected Bidder shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to Selected Bidder or any employees or sub-contractors (if allowed) of Selected Bidder in rendering the Services or any part of the same under the SLA. Selected Bidder at Banks discretion shall co-operate with the Bank in case on any contingency.
- 105.10 Selected Bidder shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this RFP.

106 No Legal Relationship

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

107 Errors and Omissions

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

108 No Commitment to Accept Lowest Bid or Any Bid

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

109 Authorized Signatory

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

110 Adoption of Integrity Pact

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

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

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

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure-12** for strict compliance.

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

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

111 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.

112 Amendments to the Agreement

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

113 Modification/Cancellation of GeM bid

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

114 Social Media Policy

114.1 No person of the bank or the contractors and third parties shall violate the social media policy of the bank.

114.2 The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:

- ✓ Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
- ✓ Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.

115 Restriction on Procurement due to National Security

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

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

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

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

The bidder shall submit a Self-Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” as per the format given in **Annexure-24**.

116 Hiring of existing Ex/Retired Employees of the Bank

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

117 Submission of Business Continuity Plan (BCP)

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

SECTION F- PURCHASE PREFERENCE

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

118 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

- 118.1 MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:
 - 118.1.1 District Industries Centres or
 - 118.1.2 Khadi Village Industries Commission or
 - 118.1.3 Khadi & Village Industries Board or
 - 118.1.4 Coir Board or National Small Industries Corporation or
 - 118.1.5 Directorate of Handicrafts & Handloom or
 - 118.1.6 Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 118.1.7 Udyam Registration Certificate
- 118.2 MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 118.3 Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Andhra Pragathi Grameena Bank.
- 118.4 The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 118.5 The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

119 Startup

- 119.1 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.
- 119.1As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.
- 119.2 Further, the Startups are also exempted from submission of EMDs.
- 119.3 For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

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

120 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.

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

seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

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

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

Annexure-1: Bid Covering Letter
[On Firm's / Company's letter head]

Date:

The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003
YSR Kadapa Dist, AP

Dear Sir,

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

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

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

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

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

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

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

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

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

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

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

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

Date:

Signature with Seal:

Name:

Designation:

Annexure-2
Pre-Qualification Criteria
[On Firm's / Company's letter head]

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

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

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

#	Eligibility Criteria	Supporting Documents
	Bidder's Eligibility Criteria	
1	The bidder (including its OEM, if any) must be a registered Company (public/private)/PSU/PSE/ Partnership firm/LLP in India and been in operation in India for at least 3 years as on the date of bid submission	Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with copies of memorandum and Articles of Association/Partnership Deed to be submitted along with GST registration certificate
2	The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16-09-2020.	Certificate of local content to be submitted as per Annexure-14
3	Signing of pre-contract integrity pact	The bidder should submit signed pre-contract integrity pact on Non-Judicial Stamp paper of Rs.200/- or more (as per respective Stamp Act) as per Annexure-12
4	The Bidder has to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation (self-certified letter signed by authorized official of the bidder)

#	Eligibility Criteria	Supporting Documents
5	<p>Any bidder (including PEM and OSD/OSO, if any) from a country which shares a land border with India will be eligible to bid, only if the bidder (including PEM and OSD/OSO) are registered with the Competent Authority. Bidder (entity) from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. a natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	<p>A declaration stating "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that we and our OEM fulfills all requirements in this regard and are eligible to be considered." to be submitted in Company's letter head.</p>
6	<p>The Bidder should have a minimum turnover of Rs. 100 Crores each year during the last three financial years [i.e., 2020-21, 2021-22 and 2022-23]. This must be the individual company turnover and not of any group of companies.</p> <p>MSE should have a minimum turnover of Rs.50 Crores each year during the last three financial years [i.e., 2020-21, 2021-22 and 2022-23]. This must be the individual company turnover and not of any group of companies.</p> <p>Startups should have a minimum turnover of Rs.30 Crores each year during the last three financial years [i.e., 2020-21, 2021-22 and 2022-23]. This must be the individual company turnover and not of any group of companies.</p> <p>If March 2023 audited results are not published as on date of bid submission, the financials of 2019-20, 2020-21 and 2021-22 to be submitted for eligibility evaluation</p>	<p>Bidder has to submit copies of audited Balance Sheets for last 3 Years [i.e. 2020-21, 2021-22 and 2022-23].</p> <p style="text-align: center;">AND</p> <p>Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.</p>
7	<p>The bidder should have positive Net Worth as on 31/03/2023 and also should have not eroded by more than 30% in the last three financial years ending on 31/03/2023</p>	<p>The Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain UDIN.</p>

#	Eligibility Criteria	Supporting Documents
8	The Bidder can be the Original Equipment Manufacturer (OEM)/ Original Software Developer (OSD)/ Original Software Owner (OSO) of the proposed Software/Hardware/Solution. (OR) an authorized dealer / System Integrator	<p>If the applicant is a OEM/OSD/OSO, an Undertaking Letter has to submitted to this effect.</p> <p>If the bidder is an Authorized Dealer, an Authorization letter from their OEM and OSD/OSO to deal/market their product in India and it should be valid for entire contract period</p>
9	The Bidder should have experience of having implemented/ implementing proposed Digital Lending Platform/ Solution in a Scheduled Commercial Bank in India with 500 branches or a NBFC in India with an asset size of INR 10,000 crores	<p>For Projects Completed</p> <p>Email confirmation specifying the name of the OEM whose product is implemented, date of completion along with client's signature clearly mentioning the Name, Designation and Contact details of the signatory from client. Person sending the email confirmation should be from executive level (DGM or equivalent & above)</p> <p style="text-align: center;">OR</p> <p>Credential letter must specify the name of the OEM whose product is implemented, date of completion and confirm that the performance was satisfactory</p> <p>For Projects Ongoing/ Under Implementation</p> <p>Email confirmation specifying the name of the OEM whose product is being implemented along with client's signature clearly mentioning the Name, Designation and Contact details of the signatory from client. Person sending the email confirmation should be from executive level (DGM or equivalent & above)</p> <p style="text-align: center;">OR</p> <p>Credential letter must specify the name of the OEM whose product is being implemented and confirm that the performance is satisfactory</p>

#	Eligibility Criteria	Supporting Documents
10	Bidder and OEM Company Should not have been blacklisted by any PSU or Government Department or Regulatory or Statutory body in India as on date of publishing this RFP.	Self-Declaration from the Bidder/OEM signed by Authorized Signatory.
11	Bidder should not be insolvent, in receivership, Bankrupt, or being wound up	Self-undertaking on company's letter head
12	The Bidder should be an ISO 9001 and ISO 27001 certified organization valid as on date of this GeM bid.	Bidder to provide a copy of ISO Certificates
OEM's Eligibility Criteria		
1	<p>The OEM for DLP should have an average annual turnover of Rs. 25 Crores or more during the last three financial years [i.e., 2020-21, 2021-22 and 2022-23]. This must be the individual company turnover and not of any group of companies.</p> <p>If March 2023 audited results are not published as on date of bid submission, the financials of 2019-20, 2020-21 and 2021-22 to be submitted for eligibility evaluation</p>	<p>OEM has to submit copies of audited Balance Sheets for last 3 Years [i.e. 2020-21, 2021-22 and 2022-23]. AND OEM must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.</p>
2	<p>The proposed End to End Digital Lending Platform/ Solution* should have been implemented in at least in 2 organizations (Scheduled Commercial Banks in India having at least 500 branches OR NBFCs in India with an asset size of over INR 10,000 crores)</p> <p>-Of the above, at least 1 implementation should be in a Scheduled Commercial Bank with at least 500 branches -Ongoing/ under implementation project will be considered.</p> <p>However, it is mandatory to have at least one completed project during the last 3 years (i.e., 2020-21, 2021-22 and 2022-23) (Not necessary for all product journey)</p> <p>*For OEM- End to End digital lending platform is where all the steps involved in underwriting /onboarding of customer including lead generation, data capture, pre-sanction, sanction, decision, approval and disbursement of loan happens digitally either by STP through customer or assisted in case some part of journey can't be digitised because of or compliance /regulatory issues.</p>	<p>For Projects Completed</p> <p>E-mail confirmation specifying the name of the OEM whose product is implemented, name of unique product journeys implemented along with the category (Retail/MSME/Agri) under which this unique product journey lies, date of completion along with client's signature clearly mentioning the Name, Designation and Contact details of the signatory from client. Person sending the email confirmation should be from executive level (DGM or equivalent & above)</p> <p>OR</p> <p>Credential letter must specify the name of the OEM whose product is implemented, name of unique product journeys implemented along with the category (Retail/MSME/Agri) under which this unique product journey lies, date of completion and confirm that the performance was satisfactory</p>

#	Eligibility Criteria	Supporting Documents
		<p data-bbox="943 230 1342 297">For Projects Ongoing/ Under Implementation</p> <p data-bbox="943 331 1453 801">Email confirmation specifying the name of the OEM whose product is being implemented, name of unique product being journeys implemented along with the category (Retail/MSME/Agri) under which this unique product journey lies along with client's signature clearly mentioning the Name, Designation and Contact details of the signatory from client. Person sending the email confirmation should be from executive level (DGM or equivalent & above)</p> <p data-bbox="1177 842 1219 871" style="text-align: center;">OR</p> <p data-bbox="943 909 1453 1214">Credential letter must specify the name of the OEM whose product is being implemented, name of unique product journeys being implemented along with the category (Retail/MSME/Agri) under which this unique product journey lies and confirm that the performance is satisfactory</p>

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

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

Note:

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
3. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.
4. For OEM- End to end digital lending platform is where all the steps involved in underwriting /onboarding of customer including lead generation, data capture, pre-sanction, sanction, decision, approval and disbursement of loan happens digitally either by STP through customer or assisted in case some part of journey can't be digitised because of in availability of solution or compliance /regulatory issues.
5. If an agent submits a bid on behalf of the Bidder/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.
6. Bidder/OEM should continue to meet all the eligibility criteria till the award of contract.

7. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
- a. In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.
 - b. If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date:

Signature with Seal:

Name:

Designation:

Annexure-2-1

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

Annexure-2-2
Bidder's Declaration

[On Company's letter head]

Ref: _____

Date : _____

To

The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003
YSR Kadapa Dist, AP

Dear Sir,

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

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

OR

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

(i) _____

(ii) _____

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

4. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of RFP, we shall intimate the Bank of the same immediately.
5. We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bank in connection with the selection of bidder or in connection with the selection/bidding process itself in respect of procurement of equipment, Solutions and Support Services.

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

Date:

Signature with Seal:

Name:

Designation:

Annexure-2-3

[To be submitted on Bidder's Letter Head]

Customers for whom the Bidder has executed similar projects for Digital Lending Platform		
Details	Reference 1	Reference 2
Name of the Client		
Address of the Client		
Address of the Client		
Name		
Designation		
Landline no		
Cell no		
Email Id		
Start Date		
End Date		
Brief details of the project		
No. of Terminals		

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

Date:

Signature with Seal:

Name:

Designation:

Annexure 3

Functional & Technical Specifications

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

Annexure-3.1: Technical Specifications



LOS_Technical_speci
fications_final.xlsx

Annexure 3.2: Functional Specifications



APGB_LOS_Function
al_final.xlsx

Annexure 4
Technical Evaluation Parameters

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

#	Particulars	Max. Marks
1	Compliance to Functional Specifications as per Annexure 3.2	40
2	Bidder Credentials and Experience	10
3	OEM Credentials and Experience in DLP - Industry Implementations	15
4	OEM Credentials and Experience in DLP - Proposed Category Implementations	5
5	Technical Presentation & Product Demonstration	30
	Total Marks	100

Detailed Evaluation Criteria

#	Particulars	Max. Marks
1	<p>Compliance to Functional Specifications as per Annexure 3.2</p> <p>The Bidder is required to submit the compliance to Functional Specifications.</p> <p>Marks would be awarded as: Fully Compliant (FC)-10 marks- No customization is required, Partially Compliant (PC)- 5 marks- Customization is required</p> <p>The total marks of the Annexure will be scaled down on a scale of 40 marks</p> <p>Bidders are required to submit reference to artifacts or data sheet references to substantiate the compliance submitted.</p> <p>Bidder to note that all features must be available for demonstration during Presentation/ Product Demonstration. During evaluation, if any of the criteria mentioned as compliant is not found in the solution, marking will be modified in the respective category as evaluated by the Bank & Bank's decision shall be binding on the bidders. It is mandatory for Bidders to have all functionalities listed. Any non-compliance may lead to bidder's disqualification at the sole discretion of Bank.</p>	40
2	<p>For Projects Completed</p> <p>Email confirmation specifying the name of the OEM whose product is implemented, date of completion along with client's signature clearly mentioning the Name, Designation and Contact details of the signatory from client. Person sending the email confirmation should be from executive level (DGM or equivalent & above)</p> <p>OR</p> <p>Credential letter must specify the name of the OEM whose product is</p>	10

	<p>implemented, date of completion and confirm that the performance was satisfactory</p> <p>For Projects Ongoing/ Under Implementation</p> <p>Email confirmation specifying the name of the OEM whose product is being implemented along with client's signature clearly mentioning the Name, Designation and Contact details of the signatory from client. Person sending the email confirmation should be from executive level (DGM or equivalent & above)</p> <p>OR</p> <p>Credential letter must specify the name of the OEM whose product is being implemented and confirm that the performance is satisfactory</p>	
3	<p>OEM Credentials and Experience- DLP- Industry Implementations</p> <p>Clause</p> <p>The proposed End to End Digital Lending Platform/ Solution* should have been implemented in at least in 2 organizations (Scheduled Commercial Banks in India having at least 500 branches OR NBFCs in India with an asset size of over INR 10,000 crores)</p> <p>Implementation Experience - Maximum 15 Marks</p> <p>4 or more implementations- 15 marks 3 implementations- 12 marks 2 implementations - 10 marks</p> <p>-Of the above, at least 1 implementation should be in a Scheduled Commercial Bank with at least 500 branches -Ongoing project will be considered. However, it is mandatory to have at least one completed project during the last 3 years (i.e., 2020-21, 2021-22 and 2022-23)</p> <p>-It is mandatory for the OEM to submit past experience/ credentials for at least 7 unique product journeys across 2 product categories out of 3 categories (Retail, MSME, Agri).</p> <p>Supporting Documents:</p> <p>For Projects Completed</p> <p>E-mail confirmation specifying the name of the OEM whose product is implemented, name of unique product journeys implemented along with the category (Retail/MSME/Agri) under which this unique product journey lies, date of completion along with client's signature clearly mentioning the Name, Designation and Contact details of the signatory from client. Person sending the email confirmation should be from executive level (DGM or equivalent & above)</p> <p>OR</p> <p>Credential letter must specify the name of the OEM whose product is implemented, name of unique product journeys implemented along with the category (Retail/MSME/Agri) under which this unique product journey lies, date of completion and confirm that the performance was satisfactory</p>	15

	<p>For Projects Ongoing/ Under Implementation</p> <p>Email confirmation specifying the name of the OEM whose product is being implemented, name of unique product journeys being implemented along with the category (Retail/MSME/Agri) under which this unique product journey lies along with client's signature clearly mentioning the Name, Designation and Contact details of the signatory from client. Person sending the email confirmation should be from executive level (DGM or equivalent & above)</p> <p>OR</p> <p>Credential letter must specify the name of the OEM whose product is being implemented, name of unique product journeys being implemented along with the category (Retail/MSME/Agri) under which this unique product journey lies and confirm that the performance is satisfactory</p> <p>*For OEM- End to end digital lending platform is where all the steps involved in underwriting /onboarding of customer including lead generation, data capture, pre-sanction, sanction, decision, approval and disbursement of loan happens digitally either by STP through customer or assisted in case some part of journey can't be digitised because of or compliance /regulatory issues.</p>	
4	<p>OEM Credentials and Experience- DLP- Proposed Category Clause</p> <p>OEM's End to End DLP should have been implemented across the 3 categories (Retail, MSME, Agri) in a scheduled Commercial Bank in India with at least 500 branches in India or a NBFC in India with an asset size of over INR 10,000 cr Implementation Experience Maximum Marks-5 marks</p> <p>i. DLP is implemented across all 3 categories (Retail, MSME, Agri)- 5 marks ii. DLP is implemented across any 2 category out of the 3 category (Retail, MSME, Agri)- 3 marks</p> <p>Implementation Experience - Maximum 5 Marks For Point i- 1 category can be under implementation, however atleast 2 categories should have been implemented For Point ii- Both categories should have been implemented -Of the above, at least 1 implementation should be in a Scheduled Commercial Bank with at least 500 branches during the last 3 years (i.e., 2020-21, 2021-22 and 2022-23) -Ongoing project will be considered. However, it is mandatory to have at least one completed project</p> <p><u>Supporting Documents:</u> For Projects Completed E-mail confirmation specifying the name of the OEM whose product is implemented, name of unique product journeys implemented along with the category (Retail/MSME/Agri) under which this unique product</p>	5

	<p>journey lies, date of completion along with client’s signature clearly mentioning the Name, Designation and Contact details of the signatory from client. Person sending the email confirmation should be from executive level (DGM or equivalent & above)</p> <p>OR</p> <p>Credential letter must specify the name of the OEM whose product is implemented, name of unique product journeys implemented along with the category (Retail/MSME/Agri) under which this unique product journey lies, date of completion and confirm that the performance was satisfactory</p> <p>For Projects Ongoing/ Under Implementation</p> <p>Email confirmation specifying the name of the OEM whose product is being implemented, name of unique product journeys being implemented along with the category (Retail/MSME/Agri) under which this unique product journey lies along with client’s signature clearly mentioning the Name, Designation and Contact details of the signatory from client. Person sending the email confirmation should be from executive level (DGM or equivalent & above)</p> <p>OR</p> <p>Credential letter must specify the name of the OEM whose product is being implemented, name of unique product journeys being implemented along with the category (Retail/MSME/Agri) under which this unique product journey lies and confirm that the performance is satisfactory</p> <p>*For OEM- End to end digital lending platform is where all the steps involved in underwriting /onboarding of customer including lead generation , data capture, pre-sanction, sanction, decision, approval and disbursement of loan happens digitally either by STP through customer or assisted in case some part of journey can’t be digitised because of or compliance /regulatory issues.</p>	
5	<p>Technical Presentation/Product Demonstration</p> <p>All eligible partners/OEMs will be required to make presentations. The bank will schedule presentations and the time and location will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to the bank may result in rejection of the proposal. Demo should cover in-depth understanding of the Bank’s requirements with Proposed Solution with Key differentiators of Workflow platform and shall cover</p> <ol style="list-style-type: none"> a) Technical Areas b) Functional Areas (product journeys STP & Non-STP) User experience, general navigation, visual clarity and appeal, BRE capability including ability to host ML/AI models c) Data and Reporting capabilities d) Project Governance e) Implementation Road Map f) Any other, as required by the bank 	30
	Total Marks	100

Note:

1. The bidder should score Minimum 70% of the total marks (i.e., 70 marks out of 100 marks) for qualifying under Technical Evaluation. The bidders qualified under Eligibility cum Technical Evaluation will be eligible for commercial opening.
2. Bidder to note that all features must be available for demonstration during Presentation/ Product Demonstration. During evaluation, if any of the criteria mentioned as mandatory is not found in the solution, the bidder will be disqualified without further evaluation.
3. Bidder to further note that all products/ modules and/ or journeys mentioned as part of Bidder's Credential(s) submitted must be confirmed during Site Visit. During evaluation, if any of the criteria mentioned in the credential is not found in the solution, the bidder will be disqualified without further evaluation. Bank's decision in this regard will be final and binding on the Bidder.
4. The Evaluation Committee decided by the Bank or Bank's appointed Consultant would be carrying out the Evaluation and will be appropriately assigning the final marks. The Bank will have the discretion to change the FTR compliance & marks against the Bidder's scored line item(s) if the Bidder/ OEM is not able to showcase the same in Presentation/ Product Demonstration or Site Visit. Bank's decision in this regard will be final and binding on the Bidder.

For OEM- End to end digital lending platform is where all the steps involved in underwriting /onboarding of customer including lead generation, data capture, pre- sanction, sanction, decision, approval and disbursement of loan happens digitally either by STP through customer or assisted in case some part of journey can't be digitised because of in availability of solution or compliance /regulatory issues

Annexure 5

Bidder's Profile

[On Firm's / Company's Letter Head]

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

Profile of the Bidder

#	Particulars	Details
1)	Name of the Bidder Firm/ Company	
2)	Constitution (Ltd./ Pvt. Ltd./ Firm etc.)	
3)	Date of Incorporation and / or Commencement of business with supporting documents	
4)	Certificate of Incorporation Number (CIN)	
5)	Proposed OEM for Digital Lending Platform	
6)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
7)	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)	
8)	Address for Correspondence: Registered Office: Corporate Office:	
9)	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Fax: Email-ID (any changes in the above should be informed in advance to Bank)	
10)	PAN number GSTIN <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	

Wherever applicable submit documentary evidence to facilitate verification.

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

Date:

Signature with Seal:

Name:

Designation:

Annexure-6

Scope of Work

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

Scope Summary

Andhra Pragathi Grameena Bank intends to Select a Bidder for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Platform, for five Years, which can handle following for all lending products and services:

- STP (Straight Through Processing) as well as non-STP (assisted) lending product journeys.
- Pre-approved and fresh loans
- ETB (Existing to Bank) and NTB (New to Bank) customers
- Service & Transaction Processing Automation

The Scope of this RFP is to develop an End-to-End Digital Lending Platform for enabling STP, Non-STP, Pre-Approved, Fresh Loans, ETB, NTB as well as Assisted Product Journeys and Processing for all lending products and services but not limited to Retail, Agri & MSME as broadly detailed in subsequent sections.

Digital Lending Platform is envisaged to support the transformation of Bank through modern capabilities for origination, underwriting, disbursement, Management including collaterals, credit monitoring, contract generation, service etc. and an intuitive omnichannel user interface for rich user experience.

To boost business agility, the digital lending platform should support faster launch of lending products through pre-built Product journeys, easy configuration, and accelerators, and provide best-in-class features for workflow management, monitoring, administration, reporting, data analytics etc.

The digital lending platform should integrate with existing as well as support for integrating new systems for digital banking, CBS, enterprise service bus (ESB), others etc. to support the transformation without disruption to business.

Detailed Scope of Work

Bank intends to select a bidder to supply, install, integrate and operationalize a suitable Digital Lending Platform to enable digital lending.

The bidder is required to supply, configure, customize, maintain, and support a solution for omnichannel digital lending platform, which includes but not limited to:

1. Supply, procurement, installation, customization, operationalization and development, testing and upgrade of required DLP solution including the required IT infrastructure.
2. Maintenance and support of the solution and associated software for a period of five years
3. Integration of the solution with core banking systems, middleware, data layer, payment systems, support ESB/SOA and REST based APIs and other systems in-scope including 3rd party ecosystems
4. Defining the functional and technical project blueprint
5. Undertake As-is state assessment of Product journey, processes, and gaps as needed and align the DLP with the To-be state Product journey design for products across Retail, MSME & Agri and other business segments

6. Prepare wireframe (mock UI) design supporting the aligned functionality
7. Provide Annual Technical Support (ATS)/ Warranty support of the digital lending platform
8. Training the core team
9. Provide hand-holding support and integration support during roll-out and Migration, if any, to newer system(s) like CBS
10. Support required Digital Lending Platform and IT infrastructure as per SLA

2.1 Core Requirements

The Digital Lending Platform must have the following systems and Capabilities:

1. Should have a robust Platform for workflow management and configuring Digital onboarding Product journey and service automation
2. Should have a comprehensive Business Rule engine to host ML/AI based Scorecards, Policy rules, Eligibility Calculators and manage deviation
3. Should have capability of Multi-Bureau to get merged report which will help get holistic view on customer past credit performance
4. Should have a robust API Integration Layer to integrate the Fintech partners for Data Enrichment and validation, e-Sign, e-Mandate etc
5. Should have Data and Analytics layer to store data captured or generated during customer onboarding Product journey & servicing and track key KPIs through prescriptive dashboards

The proposed Digital Lending Platform should have the following Technical & Functional Capabilities, but not limited to:

a. Platform Capabilities and Work Flow Management:

1. The platform should act as a single interface for all lending needs of Bank's customer segments across Retail, Agri & MSME and others through all channels
2. It should provide straight through processing (STP) of loans, assisted lending Product journeys for all customer segments
3. It should provide multi-approval workflow configuration for different activities like data entry, document submission and approvals based on risk segments etc. for:
 - a. Quick / Detailed data entry
 - b. Duplicate Check / Review, KYC Checks
 - c. Credit Scoring
 - d. Document Processing
 - e. Multi-Credit Bureau Checks (CIBIL, Experian etc.)
 - f. Credit Decisioning
 - g. Customer Servicing & Transaction Processing
4. It should be Web / Mobile App / Tablet responsive
5. It should be designed using micro services and Open API, Cloud Native and Containerized Architecture providing Omni-channel and unified customer experience
6. Digital Lending Platform must configure and expose customer Product journeys, customer assisted Product journeys or specific stages in the Product journey as a web portal and mobile app. Also, the platform should integrate with the mobile app, website, internet banking, chatbot & other devices and appliances of the bank via web view, SDK and URL redirect or through any other mode of integration required by Bank.
7. It should provide essential service features like loan application tracking, loan EMI calculator, existing loan account details (outstanding amount etc.), overdue loan EMI payment, show loan offers etc.
8. It should provide loan amount restructuring module with configurable business rules as per policy and approvals.
9. DLP should have multi-tranche disbursement capability.

10. It should provide intuitive user interface for engaging experience across all customer segments.
11. It should Integrate seamlessly with Bank's existing Core Banking Solution
12. Once the digital lending Product journey concludes, customers should be able to continue to use the Digital Lending Platform.
13. It should provide functional features such as ability to define and manage different origination channels, lead origination, multi-tier interest rate, lending structure & multi-level loan product hierarchy, workflow management etc.
14. Digital Lending Platform should have the facility to manage Disbursement, Repayments, Overdue Calculations including Penal charges, other incidental charges. Integrate forward and backwards i.e. DLP to CBS and CBS to DLP for data transfer. Should support Integrating with Customer Care (Call Centre) and various others channels as per the requirement of the Bank. Book keeping and Ledger keeping should be available in the Loan Management System.
15. DLP should have the capability to generate credit Appraisal Memo (Office note Generation).
16. It should have the ability to integrate with existing and new systems together during migration phase as part of ongoing technology transformation without accumulating technical debt.
17. DLP should have a helpdesk module.
18. DLP should have the capability to send details/ triggers to CRM for Campaign Creation for any drop off by the customer throughout his journey. DLP should provide the capability for branch users to resume customer drop journey.
19. DLP should support integration for digital booking of Insurance policies.

b. Business Rule Engine (BRE) and Multi-Bureau Capabilities:

1. Bidder to ensure that BRE is robust enough to enable hosting all Policy rules, ML/AI scorecards and eligibility calculations on the fly
2. Bank should be able to leverage BRE as an independent service/ module beyond DLP. There should be no licensing limitation
3. BRE should have the ability to run champion/challenger scorecards
4. The front end of BRE should be user friendly and clutter free
5. Product journey configuration should be easy and quick and any functional user should be able to do it without difficulty and back end support
6. BRE should have the functionality to simulate new credit assessment models
7. BRE should have smaller rule modules pre-defined which can be used/reused for faster Product journey/rule/scorecard configuration
8. Bidder to ensure that BRE has version control and is able to maintain log of rules configured
9. BRE should have maker/checker capability
10. BRE should have "help module" for users to help them configure rules on their own in case of any query
11. DLP should have Multi-Bureau product to create merged report which helps in taking decision based on customer's holistic past credit history.

c. Ease of Configuration and Pre-Defined Product Journeys:

1. Digital Lending platform should support low-code/ no-code, scalable, modular with enhanced UI/UX functionalities having ability to develop new Product journeys through drag & drop workflows. The platform should have out of the box solutions with end-to-end implementation.
2. It should provide screens and features to create, modify and launch digital lending products
3. It should provide flexibility to configure new screens, widgets, workflows etc. to build and support digital lending Product journeys through low code-no code functionality without requiring technical skills
4. It should support pre-built Product journeys for Retail, Agri, MSME and other products
5. It should provide mandatory information to customer with minimal number of clicks/steps to improve turnaround time of user Product journeys and improve navigation.

6. It should provide a repository of all assets which helps in creation and modification of digital assets as per requirements

d. Integrated Lead handling on the platform:

1. The system should integrate with Bank's call centre and with other third-party partners, aggregators, websites and external lead generation system as required by the Bank.
2. The platform shall have the functionality to send automated e-mails, SMSs, Notifications to ETB and NTB customers during their loan product journey with details specified by the Bank.
3. The platform shall provide the functionality to send both normal as well as exception alerts to users of the platform which can be required as part of promotional efforts, operational information flow, pendency monitoring or for any other requirement of the Bank.
4. The platform shall have the functionality to conduct De-dupe check on the leads

e. Customer Acquisition/ Onboarding:

1. System should create different product journeys for ETB and NTB customers and accordingly capture minimum basic details for validating identity and completing registration on the platform.
2. System should provide application processing for individual/joint/non- individual accounts and Bank's future requirement for customers.
3. The onboarding should be enabled from multiple channels and device options with seamless and similar experience across all channels and devices.
4. Solution should develop independent sourcing channel UI/UX and shall also integrate with existing and future channels of Bank and its partners

f. Loan Application and KYC validation

1. System should integrate to display and provide details of the products and services available on the platform and create user flow for seamless transition from product comparison to loan application.
2. Solution should integrate with various systems to provide multiple authentication and validation options for both ETB and NTB customers for onboarding on the platform. E.g. SMS/email OTP based authentication, Login with social media and email accounts, login based on Account details, Aadhaar authentication, Mobile and e-Banking passwords etc.
3. System should pre-populate details so that the customer shall be asked to submit minimum details and most of the data is to be scrubbed using APIs and other mechanism from multiple sources.
4. Appropriate consents to be captured from the customers as needed before initiating any validation or fetching data from system likes CBS, Aadhaar, PAN, GST, ITR, Credit Bureau, Bank statement and other data sources and the log to be maintained for audit purpose
5. The platform should integrate with systems to provide checks like fraud check, AML and defaulter/blacklist check, De-duplication, related party transaction, cross comparison of data, internal database checks and other as required. Features like face match, name match etc. are required. Expectation from Dedupe is 1) Lead Dedupe across all sourcing channel 2) Dedupe with existing customer base
6. System shall create masters (not available in CBS) and integrate with masters available in CBS for Authentication methods, section wise fields data masters, product wise fields and required document and eligibility masters and other masters to enable customizable loan application system and its onward processing including scorecard and business rule engine. Bank users shall have admin panel to manage and modify this master list and use it for creation and modification of new and existing products.

g. Integration layer and API Integration Capabilities:

1. Digital Lending platform should have capability to integrate with various service providers in the eco-system like UIDAI, NPCI, NSDL, Account Aggregators, e-Stamping & e-Signing, Credit Bureaus, CERSAI, SEBI, PAN, GST, MCA, EPFO, ITR, Udyam Portal, Bank Statements, etc. Further, successful bidder has to facilitate any other integrations which may be required for DLP in future, without any additional cost to the Bank
2. It should provide integration APIs for third-party auditors, valuers, stock auditors, field investigators, due diligence agencies, Manufacturers, E-commerce platforms, ONDC, OCEN etc.
3. It should be able to integrate with external entities like Government services, fintech partners etc. through pre-built accelerators or adapters.
4. Digital Lending platform should have the capability for credit underwriting and integration with automated credit underwriting services from any fintech, third party vendor or service provider if required by the Bank.
5. It should be able to integrate with other required systems like middleware (IBM IIB, CP4I/ACE), API gateway etc. & new platforms like (but not limited to) integration platform, CRM, Customer Care, facilitate third party onboarding, aggregation platforms etc. which are introduced as part of the ongoing technology transformation.
6. It should be able to integrate with new APIs which are created across systems like CBS, Payments, Fraud Risk Management System, Customer Care, Integrated customer care, Collection Management, API management layer, Video KYC & Document Management System (DMS) as per Bank's requirement
7. Add all integration points mentioned across the scope documents to make this section comprehensive.
8. It should have the ability to integrate with service provider for sentiment analysis

h. Data, Analytics & Data Enrichment:

1. Digital Lending platform should have the ability to store data generated/captured in the entire product journey of onboarding a customer
2. It should provide Pre-build reports to track performance of different KPIs including Sales pipeline waterfall, Productivity, Resource Activation etc. The reports should be configurable.
3. It should provide necessary dashboards, reports and audit trails, where branches/ controlling offices can view or track the post sanction details based on the business rules/ configurations set up as per the Bank's policy
4. It should provide options of delivering nudge (banners, in-app notifications, personalized links etc.) Provide personalized offers and nudges based on financial history, lending history, interests etc.
5. Digital Lending platform should have the capability to De-dupe with the application details like ID numbers (PAN, Aadhaar, etc.), names or parts thereof, telephone numbers against similar lists in product databases. The platform should have configurable business rule engine to approve/ recommend / reject the applications, based on the results of the compliance checks on predetermined business rules configured. Integration with AADHAAR and other data vaults to be configured
6. It should have the ability to integrate with partners to enrich data digitally at customer level through API
7. The bidder shall provide functionality in the platform for integration with internal system like CBS and any other systems for fetching internal profile and transactional data.
8. The bidder shall provide functionality in the platform for scrubbing data and financial information via APIs and other mechanisms from multiple external systems like Credit Bureaus, PAN, GST, MCA, EPFO, ITR, Bank Statements etc. and any other system as needed.
9. The successful bidder, with no additional cost to the Bank shall be required to integrate (End to End) with Data Aggregator services mentioned in Annexure- 25
10. The platform should be big data ready.

11. If the Bank desires to use the Data Aggregator Services which is not available with the Bank, the Bank may use the services available with the successful bidder. For that Bank may negotiate and execute the Tri-Partite agreement with the FinTech service provider on mutually acceptable rates and terms and conditions. The cost structure will be finalized based on the pay per use.
12. The platform shall provide functionalities like image recognition, reading and extracting contents from images, documents of multiple formats like PDF, word, XML, JSON etc. for verification, validation, analysis, and processing of various type documents submitted, uploaded, fetched for borrower like Form-26-AS, Salary Slip, Trade license, Credit Bureau reports etc.
13. The platform should be able to fetch and utilize structured and unstructured data across the ecosystem.

i. Technical Capabilities & Omnichannel Presence

1. DLP's Web Application should be able to work in all major browsers like Google Chrome, Microsoft Edge, Apple Safari, Mozilla Firefox etc.
2. It should provide an omnichannel lending experience across all channels like mobile banking application (embedded within mobile banking app as a web view), web portals (like internet banking etc.) on desktop, phone, tablet etc., branch/internal portals, messaging (SMS, Whatsapp etc.), customer care etc. with consistent user experience
3. Digital Lending platform should provide lending product journeys across channels (start in one and continue on another) with consistent and seamless experience across all touch points
- 3.5 The Platform should provide an Omni channel experience to customers/ users (ETB & NTB) from loan application to disbursement Seamless session / product journey / drop-off management across channels, should be enabled by the bidder.
- 3.6 Customer shall be able to pick up the product journey exactly from the last drop-off point, irrespective of the channel. In case the customer is not able to pick up the journey, any Bank official/partner should be able to either assist the customer or on customer's behalf complete the journey from same drop off point from any other channel. Bidder shall also provide MIS and Analytics for monitoring and understanding the product journey drop-offs and sessions.
4. Bidder to note that employees have multiple authentication channels like Biometric, mobile OTP password depending on the application. Non-employee users have their mobile numbers recorded and are checked by otp/password authentication.
5. Customer and Employees/Agents/Partners App shall be separate from each other. Web applications should be compatible with all browsers e.g. Chrome, Edge, Firefox, Safari etc.
6. It should have the ability to generate letters, forms, legal documents etc in desired templates configured by the Bank.
7. It must provide output in multiple formats (Text, MS word, PDF, Excel etc.) in printable format with complete alignment of text, images & tables etc.
8. It should have advanced features such as personalization, user tracking (usage, clicks etc.), conversational UX integrated into the digital lending product journeys
9. DLP should be able to provide same view/structure of digital lending product journeys in all major OS platforms (Mac OS, Windows OS, Linux, iOS, Android etc.) and browsers (Chrome, Safari, Firefox, Edge etc.). UI features should be browser independent
10. It should be compatible with all leading mobile phones and tablets, and provide responsive designs across various screen sizes
11. It should be compatible with all live/supported versions of mobile platforms including iOS, Android etc.
12. Bidder to ensure compatibility of platform upon upgrade or launch of new mobile platforms or browsers within one month or as per timeline mutually agreeable, from the date of launch without any additional cost to Bank.

13. Bidder is required to provide test reports for popular device types of each operating system to demonstrate compatibility.
14. Bidder is required to implement requisite changes in the platform including the software, procedure and operations to comply with any new rules of Indian Law or new rules from RBI/IBA/MFI/NPCI/Bank for providing the Mobile/Digital Banking lending platform services to the Bank at no cost.

j. Document Management Capabilities:

1. It should have the functionality to configure and customize document management processes and create a seamless association of digital content across all loan products in the digital lending platform.
2. The solution should also have the facility of uploading and capturing of documents across the digital lending product journeys. System should be capable of scanning and analysing the document using OCR and/or other capabilities. The uploaded/captured document should be indexed and stored within the system. The system should support document compression facility.
3. It should have the functionality of mapping document type to products, product journeys and roles.
4. It should have the functionality of Version control mechanism to track the documents while also allowing rollbacks
5. It should have the functionality of instantaneous document search by text content, metadata or any other file attributes such as name, extension, etc.
6. DLP should allow uploading of different file formats concerning to customer's loan application
7. Provision to upload scanned images of documents at multiple stages. Platform should ensure that document/files are scanned through antivirus before loading them on to the Server
8. DLP should have the ability to provide output format to be generated in Text, MS Word, MS Excel, Adobe Acrobat PDF
9. Bidder to ensure that the output be in a printable format with full alignment of text, images & tables.
10. DLP should have the ability to host and generate templated documents like, but not limited to, Loan Sanction Letter, Rejection Letter, Agreements, Security Documents
11. DLP should have the ability to provide digital sign/e-sign option
12. DLP should have the capability to Identify/ validate/ process customer documents through email/ upload/ file servers.

k. Digital Communication Capabilities:

1. Digital Lending Platform should have the ability to integrate with Bank's service providers who have capability to reach out to customers through various mediums like SMS, email, WhatsApp, push notifications, in-app notifications, calls as applicable and at optimal time for the contact for maximum engagement.
2. It should provide multi-lingual feature/ functionality supporting English, Telugu. Bidder to note that it will be responsible for providing data dictionary for translations.
3. It should have notification features on all leading mobile platforms including iOS, Android etc. through integration with Digital Lending Platform.
4. DLP should have the ability to track notifications sent, delivered, seen, completed product journeys, feedback etc.
5. DLP should have the ability to provide automated triggering of notifications and successful bidder should set rules as per Bank's requirements.

l. UI/UX and Marketing Capabilities:

The proposed Digital Lending Platform should have stable environment, clean and modern design that meets latest UX & UI trends. The proposal should include the complete design solution for the digital lending platform. The following is an inclusive but not necessarily exhaustive list of the requirements, desired features, and deliverables for the Design Phase:

1. Conduct necessary user research and usability testing throughout the life of the project to achieve objectives.
2. Create design according to the world-class standards;
3. Propose minimum of 3 (three) unique design options for the home/login page and templates that correlate with Andhra Pragathi Grameena Bank's Brand Guidelines and will be used throughout the application
4. Use intuitive, well organized, aesthetically pleasing, visually compelling design that represents excellence that Andhra Pragathi Grameena Bank's clients expect from the Bank;
5. Successfully utilize the latest web/mobile trends and techniques to attract technologically proficient users without alienating users who feel more comfortable with traditional methods of browsing.
6. Bidder should ensure that the product has multi-lingual UI/UX capabilities
7. The design shall refine the information infrastructure, which will:
 - Prioritize content
 - Simplify discoverability
 - Provide the best UX to users.

m. Service Automation Requirements

1. DLP solution should be capable of servicing customer post disbursement through out customer lifecycle. The System should have customer facing self service app/web
2. The self-service app/web would have functionality like Repayment Schedule, SOA, Foreclosure, Due dates, Part Payment, foreclosure simulator, revised loan simulator etc.
3. System should have functionality to create pre-approved offers workflow for customer for cross sell/upsell which will help customer apply and get loan disbursed in frictionless manner
4. System should have capability to integrate with third party call center for customer service (Query, Request and Complaints). System should capture customer call disposition, enable auto identification & routing of query/request/complaints to respective desk.

n. Personalization Requirements

The successful bidder should implement the following features in the proposed Digital Lending Platform and customized to the need of Bank

1. Capability for user and platform administrators to customize the view of landing page and other screens through selection of widgets, tiles etc. with options to add or remove per preference
2. Capability to create, manage and modify content across different channels based on customer segmentation, interests etc.
3. Persona or segment specific themes like different landing page, color schemes, dashboards, product nudges etc.
4. Various layouts like list, grid, cards etc., fonts, color schemes, modes (dark/light) etc. to be personalized by user or customized based on Bank's requirements
5. Mobile push notifications, web push notifications, in-app notifications, as well as email notifications based on business requirement including content personalization
6. Notifications should be triggered through Digital Lending Platform if required for certain digital lending product journeys
7. Nudges or appropriate visual cues to navigate, guide, or handhold the user in their product journey inside the app
8. Automate the execution of campaigns on different channels (e.g., email, SMS, social media etc.)
9. Web and app analytics to analyze and monitor web and app traffic in real-time, browsing patterns and conversion effectiveness
10. Attribution platform to help in making optimal marketing investment decisions by understanding which marketing interactions contributed to a purchase, or conversion, and how?

11. A/B testing for execution and measurement of test results across web elements to increase conversion rates
12. Reports and dashboards for analyzing marketing performance
13. Provide personalized offers and nudges based on context of usage like browsing products on Bank's portals, shopping, purchase patterns etc.
14. Analytics to monitor web and app traffic in real-time, clickstream data, identify browsing patterns (viewed content, ignored sections etc.), calculate conversion effectiveness and marketing performance
15. Attribution platform to analyze impact (purchase, conversion etc.) of marketing interactions
16. A/B testing framework to test campaign results across user segments for higher conversion rates
17. Unified customer view through data (browsing, transactional, demographic etc.) aggregation from multiple sources to decide personalization requirements

o. Monitoring and Audit

Digital Lending Platform should provide out of the box and configurable analytics dashboards to visualize monitoring data, including logins, drop offs, technical issues, sessions experiencing latency etc.

It is the responsibility of the Bidder to implement:

1. Monitoring capabilities to track key events and metrics like uptime, outages, logins, sessions, transactions, latency, errors, exceptions etc.
2. Event logging and analytics to monitor user product journeys, track drop offs, issues etc.
3. Solution to trigger alerts and notifications for performance disruptions and outages
4. Solution to monitor and record system performance, with an ability to raise automated tickets, based on the boundary conditions, into the ticketing system
5. DLP should support integration of performance monitoring tools like Dynatrace etc
6. Audit capabilities to track transactions, administration or configuration updates and other activities
7. Strong audit mechanism for admin and build activities
8. Logging mechanism for all audit data

p. Analytics, Business Intelligence, MIS, Dashboard and reporting requirements

It is the responsibility of the Bidder to:

1. Ensure platform complies with both the regulator's as well as bank's guidelines on data storage
2. Ensure the proposed solution provides data for personalization of customer's experience in real time/near real time like product recommendations, digital marketing campaigns etc.
3. Ensure the proposed solution provides data collection and analytics capabilities to understand customers' financial needs, feedback of Bank's products, drop off in digital product journeys, customer service & lifecycle management.
4. Ensure the proposed solution collects data to support analytical models for customer segmentation, scorecards, impute income, offer/ eligibility amount, cross sell/upsell offers, next best offer etc.
5. Ensure the proposed solution collects and provides any other data (apart from above) at the frequency required by Bank's data and analytics capability team
6. Implement integration of analytics with its business rules and decisioning engine to trigger actions in real time/near real-time
7. Ensure the proposed solution provides reporting and analytics capabilities including charts, graphs etc.
8. DLP should have in-app analytics to measure user engagement.
9. It should have the ability to integrate with service provider for Natural Language Processing (NLP).

10. The platform should be able to calculate DSA Payouts
11. It is the responsibility of the Bidder to:
12. Provide complete reports, dashboards, customized analytical reports pertaining to Digital Lending Platform and Turnaround time at each level of sanction /disbursement of loans.
13. Provide Dashboards that include:
 - a. This should include the risk management reports, various analysis reports in figures as well as graphical representation
 - b. All data should be real time, and data till current time should be available
 - c. All reports should work with any given date range
 - d. Ensure digital channel wise availability of following basic MIS reports:
 - e. Usage - Daily active users, monthly active users
 - f. Traffic - Concurrent users, volume (transactions per second), geography
 - g. Time - server/API response, session duration
 - h. Financial and non-financial transactions count and details
 - i. API wise usage
 - j. Browser wise usage (top 5)
 - k. Device wise usage (top 5)
 - l. Financial transactions by payment modes
 - m. Technical issues
 - n. Business errors
 - o. Performance monitoring
 - p. Installation and uninstallation report for mobile app
 - q. Risk management - suspicious transactions, logins, malicious activities etc.

2.2 Product Categorization & Prioritization

Products are categorized into the following 4 Phases:

Phase	Category	Product Details
Phase I	Retail	Housing Loan
	Agri	KCC
		Agri Term Loans
	MSME	Business Loans (Term Loans)
		Mudra Loans (PMMY)
	Gold	Agri Gold/OD
		General Gold/OD
Phase II	Retail	Education Loans
		Vehicle Loan
	Agri	SHG
		Agri Allied Loans
		KCC AH/Fisheries
	MSME	Working Capital Loans
		Government Scheme Loans
SHG		
Phase III	Retail	Loan Against Property/Overdraft against Property
		Personal Loan
		Loan/OD against deposits/securities
	Agri	Agri Infrastructure Loans (Godown etc)
		JLG
	MSME	Commercial Vehicle
	Gold	Business Gold Loan/OD

Phase IV	Retail	Top up Loans
		Rent Plus
	Other Non-Priority	Commercial Complex
		Staff Loans/OD
		Commercial Real Estate (CRE)

Note: The above products shown across different phases are tentative. Actual products shall be decided at the time of finalization of SRS.

The bidder should consider and provide solution for creating multiple sub-products within the product lines mentioned above. e.g., Personal loan product line will have multiple product sub types like Personal loan for Govt. Employees, Pensioners, Professionals etc. and Education loan may have sub products like Education loan for study within India, Education loan for studies abroad etc. Apart from the above-mentioned Agriculture Segment points, agriculture allied activities include viz. sheep, goat, poultry etc and Term Loans include horticulture etc. Further all the product and sub product types shall offer product journey for ETB and NTB customers in STP and Assisted mode both. For development of the product and related product journeys beyond the scope mentioned above shall be developed on Time and Material cost basis.

2.3 System Architecture

1. Digital Lending Platform must be hosted in an on-premise Private Cloud Environment at Bank's Data Centre (DC) and Disaster Recovery Center (DRC)
2. DLP should be designed with MACH (microservices, API, cloud native and headless), scalable, plug and play, composable, modular, independent and loosely coupled architecture
3. DLP should have an event driven architecture
4. It should adhere to the below design principles for microservices architecture
 - a. Each micro-service should have independent development, testing, integration and support capability
 - b. Each microservice should have maximum reusability as well as separation of concerns
 - c. Each microservices should offer isolation of environment, configuration variables, data etc. and allow communication only through APIs
 - d. Replication of data across microservices should not happen
 - e. Each microservice should follow optimal design pattern per the business use case
 - f. Each microservice should generate logs in a centralized repository to be used for monitoring, and not store any log locally
 - g. Each microservice should integrate with centralized monitoring and performance telemetry tools
 - h. Each microservice should be cloud native by design
 - i. Each microservice should allow deployment as-is on premise, private cloud or public cloud without design changes
 - j. Microservices should support service discovery, service-mesh, and event streaming
 - k. The successful bidder should procure and provide any tools and licenses required to support service discovery, service mesh, streaming / messaging etc.
5. DLP must leverage a container platform to build, host and run the microservices
 - a. Underlying container platform should be compatible with on-premises- private cloud installations
 - b. The successful bidder should provide the underlying container platform like RedHat OpenShift, Kubernetes etc., other required software (like control plane, service mesh etc.) and licenses as required by the solution
6. It should be architected to be fault tolerant and ensure cascading failures do not occur
7. Be cloud-ready to support any future migration to cloud without requiring technical upgrades or customizations

8. Support graceful exception handling, restart, self-healing or recovery process in the event of transaction or process failure
9. Offer isolation to microservices layer from the public facing API gateway layer. Inter-service communication should not take traffic out of the layer in which the services are hosted
10. Provide open APIs for integrations and conform to RESTful specifications
11. Ensure API caching is implemented wherever data refresh frequency is low
12. Provide APIs (with detailed documentation) for all omnichannel Digital Lending Platform capabilities to integrate with other systems
13. API specs should be maintained using industry standards such as Swagger/RAML and should be versioned along with the API's code or configuration
14. Support fintech and ecosystem integrations through APIs, including catalog of digital services and APIs, automation features and accelerators for faster integration/onboarding, and other best in class open banking features
15. Ensure dynamic allocation of compute for load agnostic performance experience to customers
16. The bidder is required to:
 - a. Implement horizontal scalability at module/service level to handle required transaction volumes and composable architecture
 - b. Implement required integrations including core system integrations, partner, fintech and ecosystem integrations
 - c. Implement caching across all digital channels appropriately, including static data caching, images, web assets (CSS, HTML, ICO etc.)
 - d. Implement capability to push notifications regarding new changes over the air without frequent uploading on app store of various platforms
 - e. Implement highly scalable communication methods such as asynchronous APIs, event streaming and message queues where appropriate (e.g. user event-based triggers, data streaming pipelines, click-streaming analytics, mission-critical applications etc.)
 - f. Implement standard optimization techniques (e.g. caching, parallel processing, support standard optimization techniques, etc.)
 - g. Leverage modern DevSecOps practices for faster and secure deployments of upgrades, patches and release management
 - h. Leverage automated testing and performance testing to improve quality and speed of delivery

2.4 Security

It is the responsibility of the Bidder to ensure that the proposed Digital Lending Platform:

1. Complies with the RBI Working group document on "Information Security, Electronic Banking, Technology Risk Management and Cyber Frauds" dated Jan 2011, such as for confidentiality and security and Cyber Security guideline June" 2016, RBI February 2021 Master Circular on Digital Payments security, RBI circular on "Storage of Payment System Data" dated April 6, 2018 and any other guidelines for mobile banking in India issues by regulatory / statutory bodies such as RBI, NPCI, TRAI, EASE etc.
2. The selected bidder should undertake suitable changes in the solution including the software, procedure and operations as required from time to time to comply with any new rules of Indian Law/RBI/IBA/MFI/TRAI/Govt. of India/NPCI and other Regulators
3. Complies with Banks Cyber Security norms and information security policy, as is amended from time to time
4. Bidder should be compliant to RBI Circular dated 02/09/2022, EASE Guidelines & Data Privacy Guidelines.
5. Follows Zero Trust security model
6. Provides control features within the platform to ensure integrity of data (input and update, maintained totals, audit trails, error reports, etc.)
7. Encrypts data in transit and at rest through minimum AES256 or TLS/SSL certificates, or other best-in-class security architecture

8. Bidder should ensure that the DLP Solution database is encrypted using industry standard tools.
9. **Data Encryption:** The system shall support a industry standard encryption for sensitive data, and information while in transfer and conform to relevant guidelines wherever applicable.
10. Client account, transaction data or any sensitive information is encrypted when in transit. Encryption to be used for data traveling between Digital Lending Platform and other interfacing applications. Integrity of data to be maintained at 100% of time.
11. Encrypts all the sensitive data leveraging PKI (Public Key Infrastructure) security algorithms
12. Ensures data integrity and data protection are maintained throughout the complete lifecycle
13. Protects customer's sensitive information from exposure to unintended third parties
14. Reads the SIM serial no. and IMEI (International Mobile Equipment Identity) number (SIM and device binding), and stores for monitoring and audit
15. Prevents identity impersonation from lost or stolen mobile devices or device credentials, or through malware
16. Does not allow the app to be accessed on a jail broken or rooted device
17. Locks access after certain number of incorrect attempts, as defined by the Bank, and provides clear steps to unblock through additional validations or contacts
18. Prompts to update PIN or password at certain interval, as defined by the Bank, and provides clear steps to update the same
19. Allows temporary or permanent blocking or disabling of certain application versions if impacted by security breach or vulnerability
20. Logs all security related events in secure backend systems
21. Provides multi factor authentication
22. The successful bidder should provide security audit reports on demand to demonstrate compliance with latest security standards
23. Provides PII data masking and isolation as per Bank's security standards and other regulatory standards
24. Provides access control over data and functionalities as per security model agreed with the Bank
25. **Prevention of Unauthorized access:** The system shall integrate with bank's existing access control mechanisms -Active Directory (on premises/cloud). Integrates with the Bank's identity and access management systems such as SSO, AD, LDAP or other systems for authentication, authorization and multi factor authentication
26. Provides two factor authentication (2FA) and any additional authentication based on the risk assessment of the customer
27. Bidder is required to implement MFA solution.
28. Is up to date with latest versions, service packs, patches etc. to protect against security breaches
29. Uses latest versions, service packs, patches etc. always to protect against security breaches and provide reports to demonstrate compliance
30. Provides a Consent Management Platform (CMP) to comply with Indian data privacy regulations.
31. Provides security features for protecting against attacks such as XML, DoS, DDoS, brute-force and injection attacks (SQL, OS, XSS injection, etc.), and high traffic rate from malicious IP addresses across all interfaces (digital channels, APIs, web portals etc.)
Integrates with Bank's security & prevention devices such as WAF, Firewalls/Anti DDoS/NIPS, honeypot creation and any other control mechanism as part of automatic real time or near real time response mechanism.
32. Contains digital signatures for external facing APIs to establish authenticity, integrity, and non-repudiation
33. Provides role-based authorization (OAUTH with JWT token). Provide integration to Privileged Identity Management (PIM), file integrity management (FIM)

34. Provides various policies on detection and blocking mode of Web application firewall to mitigate application-level attack
35. Provides administrative portals with strong authentication and authorization mechanism
36. Provides secured Role Based Access Control (RBAC) modules
37. Provides separate real time logging of all traffic, user ids, authentication, message headers etc. and other logging activities
38. Terminates all online sessions automatically after a configurable fixed period of inactivity
39. The Solution shall be compatible with all the major Anti-Virus Solutions.
40. The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.
41. Bidder to ensure that the solution is free of bugs & vulnerabilities.
42. The Solution provided will be audited by Internal & External Agencies and observations of the audit has to be complied by the bidder at no extra cost to Bank as per the timelines stated in Banks policy.
43. The Bidder should report and analyze security and other incidents and take corrective proactive measures to rectify the same immediately. The Bidder shall also proactively inform the Bank of the occurrence of such incidences and breaches.
44. Bidder should ensure that baseline security configuration of Operating System, Database, Web Server etc. is in accordance with the industry best practices.
45. Bidder is required to ensure that the system provides tracking of the source IP, hostname and network interface address.
46. The Bidder shall ensure the compliance with Bank's security policies w.r.t user level, data and information security.
47. Bidder shall ensure that the proposed solution enables generation, monitoring and retention of logs and shall be compatible with SIEM.
48. Bidder shall ensure that solution provides comprehensive audit trail features and enable audit trail and access control list generation.
49. The successful bidder should provide:
 - a. Conducts final testing and QA of all services before submission
 - b. Vulnerability Assessment and Penetration Testing reports to the Bank
 - c. Closure of all VAPT/ Information Security (IS) Audit observations pertaining to the proposed solution within time frame stipulated by Bank without any additional cost to the Bank. The observations may be made at any frequency by the bank or bank appointed external system audit team

2.5 Supply of Software Licenses

The bidder shall supply a complete Digital Lending Platform to meet the functional and technical specifications.

The following considerations must be taken for supply of software:

- All software envisaged for DLP is required to be on-premises perpetual software licensed to Andhra Pragathi Grameena Bank
- All licenses should be in the name of Andhra Pragathi Grameena Bank
- The software supplied must be the latest version of the software supplied.

- Beta versions of any software shall not be accepted.
- The bidder shall ensure that the software licenses supplied in its bid adequately cover the needs of Andhra Pragathi Grameena Bank as per the requirements in this RFP.
- The bidder must consider the disaster recovery environment while proposing the software licenses.
- The successful bidder should provide comprehensive ATS for proposed solution, including other software, associated modules and services required to meet the requirements in the RFP.
- The support for the solution should include the following:
 - All minor version upgrades during the period of contract at no extra cost to the Bank
 - Program updates, patches, fixes and critical security alerts as required
 - Documentation updates
 - On Site availability of resource 24*7*365 Support for the solution to meet the Service Levels
- The proposed Application version should not become End of Support for the entire contract duration.

2.6 Private On-Premise Cloud Deployment

Bidder is required to size, supply, design, commission and maintain hardware, OS, Hypervisor, orchestration as well as other software & hardware required for setup of private on-premise cloud for the proposed applications that should be as per the contract duration mentioned in RFP document for all environments, i.e. DC, DR and Non-Production (Test). The bidder is required to provide the necessary hardware to operationalize end to end digital lending platform.

Bidder to note that it is required to either quote for Server & Store OR HCI, however other components are mandatory. Please note that compliance to all other Technical Specifications are mandatory and Bidder should be 100% Compliant.

Bidder should consider high availability at all three layers. Web layer and Application layer should be load balanced in Active- Active at DC and DRC and database layer can be proposed in active-passive.

Bidder should consider RPO of 15 minutes and RTO of 120 minutes.

The architecture at disaster recovery centre should be a 100% replica of primary data center.

The Bidder must provide:

- Production Environment (Web, Application, Middleware etc.) at DC and DRC
- Test at DC
- Any other hardware component required as part of the solution

The bidder shall propose hardware such that at any point of time during the contract period, the average CPU utilization should not exceed 50% at the primary data center and Disaster Recovery Center. The average CPU utilization for Non-production Environments should not exceed 70%. Bidder is required to submit a sizing adequacy letter from the OEMs of the solutions. (Non-Production should be sized at 20% of production environment)

Hardware technology proposed by the bidder should be based on the latest offerings by the respective OEMs.

The hardware should be of enterprise class, best of breed, tested and stable release of OEM.

The proposed hardware should be fault-resilient with the most comprehensive features and functionality that ensures maximum system uptime.

Vertical and horizontal scalability should be two important requirements for these compute layer as well.

Bidder should arrive at the sizing independently keeping growth roadmap in consideration and get the same validated from the Solution OEM. Also, during the contract period, growth of the bank should be considered and thus, the hardware proposed should have enough CPUs, memory and storage available to accommodate the predicted sizing required.

Bidder needs to provide the detailed configuration of the proposed Hardware (Test, Production and DR) environments. Bidder shall submit the Bill of Materials filled in with details in the description column. For bank to plan the hosting area, bidders have to provide the space required in DC and DRC in per square feet.

- Space Requirements
- Power requirements (including cooling)
- Any other requirements

Bidder is required to provide the Database sizing. However, Bidder is required to propose & supply any other DB as desired.

Bidder is required to factor in for passive cabling & other passive components as part of the Bill of Material for the complete operationalization of the solution.

All hardware (required for interface, staging, Web Server and any other related hardware components) and system software components required for the project, must be included in the bill of Material of the Bidder. In case, Bidder fails to do so and the project demands additional components at a later stage, then Bidder will have to provide additional components at no additional cost to the bank. DB audit trail should be enabled across all environments and bidder is required to size the hardware accordingly.

The proposed hardware should not be End of Sale as on date of submission of bid and should not be End of Support for the entire contract duration. In the event if the proposed hardware and software reached end of support during the period of contract, in such case the Bidder is required to replace the end of support hardware/ software with equivalent or higher capacity hardware/software at no additional cost to the Bank.

Bidder can consider Logical separation/ Virtualization for production and non-production environment at compute and storage level for respective Environments.

The bidder should note that the production and non-production environment should be physically separate with respect to Compute. Bidder is required to consider and propose suitable backup solution which can be used both for production and Non-Production environment Logical separation / Virtualization / zoning. The licenses should be provided to meet the requirements of the contract, during the period of contract.

Bidder is required to perform:

- Installation/ Creation/ Re-Installation of databases with suitable hardening procedures as per Bank's policy.
- Bidder is also required to Finetune and resolve performance issues through performance tuning and optimizations.
- Provide the required operational support to monitor the proposed applications database environments
- Refer to the successful backup and restoration of the database instances as defined by Andhra Pragathi Grameena Bank's policy
- Management of the granting, removal, monitoring and editing of access rights allocated to the database and application environments based on the Bank's direction and approval
- Processes to perform database upgrades, performance tuning and repairing a database (if required)

- Create, Implement and validate database recovery solutions.
- Support during DR testing and during actual DR situations

The Bidder should provide all hardware systems, Backup Solution, Backup Server and any other items required for data Backup and should be able to comply with BCP of Bank.

2.7 Gap Identification & Resolution

1. The Bidder, in coordination with OEM should do a gap analysis and submit a detailed study of the Bank's infrastructure and requirements, road map mentioning all the pre-requisites, time-frame of mile-stones/ achievements leading to the full operationalization of the solution vis-à-vis Bank's requirement.
2. The Bidder will provide the Bank with the gap identification report along with the necessary solutions to overcome the gaps and the time frames.
3. The Bidder will ensure that all gaps identified at the time of system testing will be immediately resolved.
4. The Bidder will ensure that gaps pointed out by the audit and inspection teams, statutory and regulatory bodies, consultants or any other third-party agency engaged by the Bank will be immediately resolved.
5. The Bidder shall resolve gaps by proposing a suitable work around or customizing the proposed solution by way of modifications/enhancements, as necessary, to the proposed software solution.
6. The Bidder shall provide all statutory, regulatory and adhoc MIS (Management Information System) reports as required by the Bank in the desired format during the initial phase of customization process.
7. The Bidder shall provide for all subsequent changes to reports as suggested by the statutory and regulatory bodies from time to time immediately to the Bank at no additional cost to the Bank during the contract period.
8. The Bidder will give adequate time to the Bank for reviewing the gap report
9. The Bidder will incorporate all the suggestions made by the Bank to the gap report.
10. The Bidder will ensure that they have the necessary infrastructure and people in place to resolve all the gaps within the timelines agreed, for the implementation and roll out.
11. The cost of all customizations as mentioned above is required to be included in the price bid and the Bank will not make any additional costs for such effort till project goes live. While costing the customization effort required, the Bidder should exclude the effort required from the Bank.
12. The Bidder is expected to document all gaps observed by the Bank at various stages of implementation including their solution and monitor and track the status of the same throughout the implementation

2.8 Detailed Requirement Gathering

The Bidder will conduct a detailed requirement study to develop a Software Requirement Specification (SRS) which covers all the functionalities which would be offered to the bank. The SRS will be handed to the bank for review and additions. All additional suggestions given by the bank will also be added to SRS by the Bidder and followed by sign-off from the Bank.

Bidder will provide all functionalities mentioned in the SRS document. The Bidder will implement the Digital Lending Platform with all software to meet functional requirements of FRSM. The implemented solution will be tested thoroughly. The customization by Bidder to bridge the gaps will be included in the price bid and the bank shall not be responsible for any additional cost. Bidder should also cover additional functionalities like bug fixing, gaps/problems found during testing and gaps against functionalities.

2.9 Customization of Software

The proposed solution should support customization through modern open-source languages (like Java, JavaScript, NodeJS etc.)

1. Any proprietary language should not be used and any vendor dependency for customizations should not exist
2. Bidder should clearly mention which open-source language is required for customizations
3. Manual with documentation of customization process, steps to use Integrated Development Environment (IDE), Software Development Kit (SDK) or appropriate modules should be provided by the bidder with FAQs, video etc.
4. The successful bidder should support customization requests from the Bank, in case the requirement cannot be supported through available configuration features
5. The Bidder is expected to document the current state assessment and get the same reviewed and approved by the bank.
6. The Bidder needs to provide all statutory and regulatory reports as required by the regulatory institutions. The Bank will not pay any additional customization costs either for gaps observed as given above and/or gaps observed for statutory or regulatory reports as required by the Bank.
7. The Bidder is expected to provide a resolution to all gaps observed during Functional Requirement, Product Demonstration, Current Systems Study, Training, User Acceptance Testing (UAT) and subsequent roll out for all the proposed solutions. The cost of customization should be included as part of Commercial Bill of Material.
8. The Bidder will have to ensure that the software provided as part of the Solution project meets all the requirements described in detail in the functional and technical requirements and to carry out all customizations or development work as may be required by the Bank at no additional license charge/ fees/ expenses. The Bidder will have to provide all the MIS reports as per the requirements of the Bank.
9. The Bank will have to be a party to the Functional Requirements Specifications sign-off, UAT, UAT sign-off, Installation sign-off and Implementation sign off.
10. The Bidder will have to install and commission the software for customization and support UAT as per Project Plan failing which the Bidder will have to be liable to pay the Bank the applicable penalty for delay. The Bidder will have to provide all tools, testing instruments, drivers, consumables, etc. required to install and customize and test the software.
11. The Bidder will have to document and submit to the Bank all the testing activities, procedures and results.
12. The Bidder is required to ensure that the software provides interfaces to the other existing application systems and solutions. Applications and solutions implemented by the bank in future will be interfaced/ integrated at per Man-day cost, as stated in the Commercial Bill of Material.
13. The Bidder will have to provide the Bank weekly progress reports on the bugs/problems reported/points taken up with schedule of date of reporting, date of resolving, and status for all kind of bugs and problems whether reported by bank or Bidder's staff.
14. Customizations would be both with respect to the proposed solution and interfaces that the Bank proposes to implement through the selected Bidder.
15. The Bank may require the Bidder to address additional requirements that are other than the following:
 - Bug fixes
 - Gaps found during base version testing
16. Additional Software Customizations and Enhancements that would be provided based on future requirements at additional costs shall not attract ATS / AMC.

2.10 Implementation

The successful bidder should:

1. Prepare a project plan and a resource deployment plan for implementing the Digital Lending Platform in the Bank
2. Bidder should ensure OEM services and resources for end to end implementation
3. Provide periodic updates on progress, risks, issues, and mitigation throughout the implementation phase
4. The bidder is required to:
 - a. Understand the current product, processes, delivery mechanisms and process flows
 - b. Define process discovery and project scoping thereby closely analyzing the processes and suggesting areas of improvement and aligning the processes which includes representation of process flow, factors within.
 - c. Re-align the revised process flows for seamless product delivery and enhanced customer experience.
 - d. Re-align all process for all products and services across retail, MSME, agriculture & others and perform any business process re-engineering.
 - e. Preparing Standard Operating Procedures (SPOs) and Service Levels.
 - f. Rules and workflow management thereby doing a sequential representation of operations, processes, prioritization and efficiency.
 - g. Make complex processes more efficient to achieve productivity and efficiency.
5. Use Agile methodology and DevSecOps for the implementation to ensure evolving requirements are incorporated in a live platform
6. Maintain code base of each microservice as a separate code repository, with best practices such as branches, tagging etc. Details of code ownership and IP are listed in the Licensing section
 - ✓ Ensure continued compatibility with newer versions of leading mobile operating systems including iOS, Android etc. and form factors of popular devices as and when they are released
 - ✓ Ensure continued compatibility with newer versions of leading browsers including Chrome, Safari, Firefox, Edge etc. as and when they are released
7. Ensure all deployments across environments as required by the RFP are directed through robust DevSecOps pipelines following stage-gated quality controls:
 - a. DevSecOps pipelines should cover all stages of development and operations including plan, code, build, test, release, deploy, operate and monitor
 - b. DevSecOps pipelines should have automation tools to enable continuous planning, continuous development, continuous integration, continuous deployment, continuous testing, continuous monitoring etc.
 - c. Stages for quality control should cover code quality, code coverage, static code analysis, unit testing, integration testing, functional testing, dynamic code analysis, and non-functional testing including performance tests, security scans etc.
 - d. Monitoring of quality gates should be enabled through a dashboard and a report should be shared with the Bank for all release cycles
 - e. Acceptance criteria for quality gates should be configurable and updated based on discussion with the Bank
8. Setup all tools and software required to enable above DevSecOps requirements including source code management, code review, code analysis, continuous build and deployment automation, release base management, automated testing, quality dashboard, backlog planning, log management, performance testing etc.
9. Ensure usage of canary and blue-green deployment strategy depending on the scope and take approval from the Bank to support zero-downtime during releases
 - a. Enable incremental feature testing with closed audiences
 - b. Enable multi-variate testing, ability to test efficacy by time, content, layout, customer segments etc.

- c. Push notification should be sent to users to notify about downtime (in advance and during the outage window), with estimated end time, contact details of support team or any other details required by the Bank

2.11 Testing

The proposed solution should support A/B testing to review the effectiveness of new build and how the users react to the change

The successful bidder must:

1. Ensure that all developed, configured, or deployed software are tested
2. Ensure Unit Testing, Integration testing, Functional Testing, User Acceptance Testing, Regression Testing, Performance Testing, Load Testing, and Security and Compliance Testing is executed as required for customer facing product journeys, backend changes and APIs (using mock/stub APIs)
3. Provide and configure all necessary tools for testing like JMeter, Selenium, Cucumber, Appium etc. for user interface testing, functional testing, API testing and other testing scope
 - a. Ensure automated unit testing, functional testing and non-functional testing (e.g. performance test, security test) are integrated into CI/CD pipeline and execution reports are part of release artefacts
 - b. Ensure at least 85% test coverage for custom-built code
4. Ensure that test cases are documented during build phase meeting the acceptance criteria of use case scenarios.
5. Ensure comprehensive coverage of both expected and negative scenarios
6. Setup test environment appropriately reflecting real-world scenarios with test data generated for all attributes (with anonymization as required)
7. Ensure performance testing is conducted for both synthetic as well as on real-world endpoints with performance criteria (stress, endurance, load, peak, scaling time etc.) agreed with the Bank
8. Ensure performance and stress test reports meeting the requirements are shared with the Bank
9. Assign dedicated resources to support UAT at Bank's specified premises
10. Share the UAT plan and pre-requisites two weeks in advance, and work to complete the UAT on time
 - a. The project plan should include all important milestones and approaches to achieve the desired goals. E.g., Dry runs, parallel runs, roll back plans, contingency plans etc.
 - b. Ensure two rounds of comfort test, final UAT and sign-off from Bank's team
 - c. Any deviation in the scheduled UAT plan must be immediately communicated to the bank
11. Ensure customization or further build of the platform, if required based on the UAT observations, must be done by the bidder at no additional cost to the Bank
12. Report UAT status daily to the Bank's IT head or the person nominated for the rollout at the Bank's end.
13. Co-ordinate with the Bank's IT team whenever any input is required from the bank regarding UAT

2.12 Training and Knowledge Transfer

1. The Bidders shall provide training by OEM to the identified Bank personnel / team on solution or features / service architecture, and functionality during and after implementation. The solution working should be demonstrated to the IT & Information Security Management and staff of the Bank after completion of the implementation and the review and feedback should be implemented. Bidder has to arrange the onsite-classroom training with workstations and

required necessary amenities to facilitate the training. Trainer should be well experienced and must have industry certification. Location of the Training must be Kadapa only.

2. OEM Training to the Bank's team should be on administering, monitoring, supervising, report generation and usage of "End to End Digital Lending Solution".
3. The details of the training are to be provided by the Bidders and shall be subject to evaluation by the Bank to ensure that all the components of the system are covered in the training by the Bidder.
4. Bidder is also required to provide annual refresher training
5. The selected Bidder should also make provision for downloadable lessons / user manuals / procedure documents etc.,
6. The Bidder shall provide Training to Bank officials (Trainers) as per schedule provided in the Bill of Material
7. Bidder to note that the training should be conducted as per Bank's requirement in Batches as and when required and each batch should accommodate additional 20% of resources over and above the limit prescribed.
8. Training deliverables shall be:
 - ✓ User Training Plan
 - ✓ Training Material (in English)
 - ✓ User Manuals including customizations specifically done for the bank.
9. The proposed solution should broadly cover the features and functionalities through the customer product journey other than the detailed functionalities provided as Functional and Technical Specifications Annexure 3.1 & 3.2.

2.13 Project Management & Monitoring of Implementation Services

The bidder is required to project manage the entire implementation and Go-live of End-to-End Digital Lending Solution. The bidder is expected to provide expert project management resources to hand hold the Bank throughout the project management life cycle and define an effective IT Governance mechanism for the bank. Bidder is required to propose a Project Management tool for the contract duration.

Bidder is required to propose 2 PMO resources (Project Manager and Business Analyst) for the said project. Resources should have experience of Project Management in at least 2 scheduled commercial banks in India.

As part of the project management exercise, the bidder is expected to:

1. Setup the project management office and framework comprising of:
 - Project charter formulation
 - Project risk analysis
 - Assistance in project management and project delivery team identification and resourcing
 - Change management procedures
 - Project planning and detailing
 - Project quality management procedures
 - Employ a formal project methodology on all projects undertaken with the level of detail and control scaled appropriately to the magnitude of the project effort and adhere to all project management processes and procedures
2. Project Manage the following phases of the project:
 - Current State assessment
 - Business parameterization
 - Gap analysis and Customization

- User Acceptance testing
 - Data migration
 - Rollout
3. Closure of issues pending for resolution
 4. Measure the progress made in the implementation of the project
 5. Track customization and gaps
 6. Monitor closure of gaps and customizations as per delivery schedules
 7. Provide regular updates to the steering committee and board as required by the Bank
 8. Participate in all technical and functional discussions relating to the projects
 9. The bidder is required to project manage the Go-Live and provide executive reports.

2.14 Transition Management

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as decided by this RFP. If existing vendor is in breach of this obligation, they shall be liable for paying a penalty equivalent to 1 year ATS/AMC Charges on demand to the Bank, which may be settled from the outstanding payment, if any.

2.15 Facilities Management & AMC ATS

The Bidder will be single point of contact and responsible for ATS, guarantees & warranties for all components, software, etc. the products and solutions proposed by the Bidder by way of this RFP should come with warranty. Thereafter, the Bidder should provide ATS for these products and solutions (a warranty of 1 Year for Software). Also, the facilities management function should be carried out from the Bank's premises. The bidder must note that the managed services as a part of facilities management should be available for all environments viz., Production and Non-Production. Bidder to note:

- a. Warranties pertaining to Software / Applications starts post UAT signoff of the solution with the period of warranty as one year. ATS for Software/ Application shall begin post Completion of Warranty.
- b. During FM period, Bidder will be responsible for:
 - i. Overall maintenance and working of the Solution
 - ii. Bug fixing and delivery of patches/ version changes effected
 - iii. Creating knowledge repository for the bugs identified, resolution mechanism, version upgrade, future upgrade etc. of Application software, etc.
 - iv. Provision should be available for version control and restoring the old versions if required by the Bank
 - v. Enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, changes till the SRS Sign off will be provided at no additional cost to the bank. During FM period, if due to any statutory and regulatory requirement, system requires any enhancement due to which there is major impact on sizing, then

required procurement and delivery of hardware and software will be on mutually agreed terms and conditions. However, bidder has to provide all the services on CR basis to the Bank.

- vi. Bidder shall provide suitable anti-virus software.
- vii. Configuration changes, version up-gradations, performance monitoring, troubleshooting, patch installation, running of batch processes, database tuning, replacement/support, technical support for application and data maintenance, recovery, query generation and management etc. of all software supplied under this RFP document.
- viii. Bug fixing should be undertaken in the event of software failure causing an interruption of operation of the proposed application as per the response/ resolution times defined by Bank. In case of any software/ hardware/ network failure, the solution should continue to function seamlessly.
- ix. All the detected software errors must be notified and corrected, as per the agreed timelines
- x. Support the Bank in integrating any new applications to the proposed applications
- xi. Provide Bank with weekly hardware utilization/ performance monitoring reports and alert the Bank in case of any performance issues by suggesting future capacity planning
- xii. The operational support staff should have on-site support experience for the proposed applications
- xiii. Conduct DR drills in conjunction with the Bank's policies/procedures
- xiv. Routing the transactions through backup system in case the primary system fails, Switching to the DR site in case of system failure
- xv. Service records and calls to helpdesk must be maintained and tracked for support, which will be reviewed monthly by the bank

c. Software/ Applications Delivery must coincide with the delivery of the Hardware.

Bidder has to deploy competent resources for the team to provide necessary maintenance and support as per the requirements of the Bank. Bidder has to deploy adequate resources to ensure that the systems are up and customer services are not impacted. To ensure that the SLAs are met, the Bidder if required will need to deploy additional resources during the contract period including implementation schedule without any additional cost to the Bank. Bank has the right to interview and reject resources deployed by the Bidder.

Bidder has to submit the team profiles comprising of a dedicated Project Manager, Business Analyst and onsite resources.

Bidder is required to provide Annual Maintenance Cost (AMC) for the products and solutions (after expiry of comprehensive warranty of three years). Hardware warranty starts from the date of acceptance of hardware.

Kick-off meeting shall happen within 7 days after the date of acceptance of Purchase Order.

The successful bidder shall not change any member of the project team during the course of the project without written consent from bank.

2.16 Manuals & Documentation

Bidder has to provide soft and hard copies of user manuals, system administration manuals and system manuals and manuals for all functionalities available/ customized in the proposed solution.

Bidder has to follow leading industry practice and standards for documentation for the entire system development life cycle. The documents and manuals should be kept up to date with proper version control during the entire contract period. Bank may require the bidder to deliver the following documents in hard and soft copy to Bank during development and implementation of the solution.

- Detailed System Requirements Specification Document
- High Level architecture document
- Customization retro fitment document
- Techno-functional risks and mitigation document
- Functionality traceability matrix which would provide details on the interdependence of technical components for the realization of a functionality
- High Level Design document
- Low Level Design document
- Data migration strategy document
- Interface strategy document
- Test cases with results during UAT, SIT and any other test cases
- Deployment plan document
- Change management methodology document
- Security guide
- User management guide
- Release notes
- Impact matrix

2.17 Escrow

1. The bidder shall inform the Bank about the software if any developed by the bidder/anyone supplying through the bidder and customized to the requirements of the Bank.
2. The bidder will place the source code (and the procedures necessary to build the source into executable form) along with flow diagrams and technical write up for the software, within thirty (30) days of implementation in escrow with a reputable agency acceptable to both the parties. The modalities of the versions to be kept etc can be finalized at the time of lodging the software for escrow.
3. The escrow will be released to the Bank in the vent of the contract being terminated for either default or insolvency of the bidder or should be bidder cease or give notice of intention to cease to provide maintenance or technical support services for the software as required by the contract. The release will be effected by the agent within 15 days of receipt of written demand from the purchase therefore.
4. The cost of verification of the software payable to escrow agent and annual subscription fee shall be payable by the selected bidder/ meaning that Bank shall not be liable to pay any amount to escrow agent taking from verification to its annual subscription to updation fee.
5. The application software should mitigate application security risks; at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project).
6. The bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software and licensed utility software and other licensed software. The bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The bidder shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

The bidder should provide application security certificate along with report of the proposed solution to Bank. However, Bank at its discretion to conduct code audit to check the vulnerability

associated with proposed software/solution, if in case observations are found then bidder has to take up with OEM immediately to attend the same for closure before project acceptance/signoff.

2.18 Business Volumetrics

ACTUALS(LAST 5 YEARS)												₹in Crores	
Segment	2018-19		2019-20		2020-21		2021-22		2022-23		Total		
	Accts	Amnt	Accts	Amnt	Accts	Amnt	Accts	Amnt	Accts	Amnt	Accts	Amnt	
Agriculture	723753	8261	854550	10044	954920	12057	1028103	13543	1142442	14509	4703768	58417	
MSME	68698	976	62603	899	81233	849	81454	981	89846	1393	383834	5101	
Retail	7712	190	4716	159	3442	120	4719	140	5805	203	26394	814	
Others	221983	1829	175594	1519	216212	2696	282838	3878	140663	3030	1037290	12953	
Total	1022146	11258	1097463	12623	1255807	15724	1397114	18544	1378756	19136	6151286	77287	
Users									2566				

PROJECTIONS (NEXT FIVE YEARS)												₹in Crores	
	2023-24		2024-25		2025-26		2026-27		2027-28		Total		
	Accts	Amnt	Accts	Amnt	Accts	Amnt	Accts	Amnt	Accts	Amnt	Accts	Amnt	
Agriculture	1313808	16686	1510880	19189	1737511	22067	1998138	25377	2297859	29184	8858196	112505	
MSME	99729	1546	110699	1716	122876	1905	136393	2115	151396	2347	621093	9631	
Retail	6327	221	6897	241	7518	263	8194	287	8932	313	37868	1327	
Others	168796	3636	202555	4363	243066	5236	291679	6283	350015	7540	1256109	27059	
Total	1571782	21815	1791831	2487	2042688	28352	2328664	32321	2654677	36846	10389642	144205	

Annexure 7

Bank Guarantee Format for Earnest Money Deposit

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

To

The General Manager,
Andhra Pragathi Grameena Bank,
Second floor, DIT, Head Office,
Near Mariyapuram church, Akkayapalle
Kadapa-516003

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

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

THE CONDITIONS of this obligation are:

- (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 _____ 2023.

(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 8
Bill of Material

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

Notes

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



APGB_BoM_LOS.xlsx

Undertaking

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

Date:

Signature with Seal:

Name:

Designation:

Annexure 9

Performance Bank Guarantee Format

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

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

To,

The General Manager,
Andhra Pragathi Grameena Bank,
Second floor, DIT, Head Office,
Near Mariyapuram church, Akkayapalle
Kadapa-516003

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

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

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

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

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

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

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to

establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein

- 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 _____ 2023.

For and on behalf of

BRANCH MANAGER

SEAL

ADDRESS

PLACE

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

Name of the Bank: Andhra Pragathi Grameena Bank

Name of the Branch: Head Office DIT

IFSC Code: APGB0000001

Annexure 10
Stack Confirmation

[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

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

Dear Sir,

We hereby confirm our Stack proposed as below:

#	Particulars	OEM Name & Product Details like Version etc.
1.	Digital Lending Platform	
2.	Backup Solution	
3.	Backup Hardware	
4.	Operating System	
5.	Anti-virus	
6.	Any Other <Pls specify>	
7.	Any Other <Pls specify>	

We hereby confirm that if any discrepancy is found in the stack proposed and our Eligibility & Technical Proposal/ Compliance documents, our bid shall be outrightly rejected. We further confirm that the above stated is the final stack proposed by us and no deviation/ options proposed by us will be accepted by Bank.

Date:

Signature with Seal:

Name:

Designation:

Annexure 11
NON-DISCLOSURE AGREEMENT
[On Firm's / Company's letter head]

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

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

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

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

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

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

Date:

Signature with Seal:

Name:

Designation:

Annexure 12

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 13

Format to Submit Pre-Bid Queries

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

#	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 & apgbdit@apgb.in as per the schedule mentioned in the Bid Control Sheet.
2. The Email Subject Shall be “Pre-Bid Queries for RFP No GEM/2023/B/4161633 dated 02/11/2023”
3. Queries received after the scheduled date and time shall not be considered.

Annexure 14

Make in India Certificate

Date.....

To,
The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003
YSR Kadapa Dist, AP

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

Dear Sir/Madam,

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

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

Place:
Date:

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

Annexure 15
Application Integrity Statement
[On OEM's letter head]

To,
The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003
YSR Kadapa Dist, AP

Dear Sir,

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

In reference to the above-mentioned RFP, We _____ (Name of the OEM) undertake, that application supplied for Implementation of Digital Lending Solution as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Date:

Signature with Seal:

Name:

Designation:

Annexure 16

Undertaking Letter for Central Minimum Wages Act & Labour Laws

[On Firm's / Company's letter head]

To,
The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003
YSR Kadapa Dist, AP

Dear Sir

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

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

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

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

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

Date:

Signature with Seal:

Name:

Designation:

Annexure 17
Statement of No Deviation
[On Firm's / Company's letter head]

To
The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003
YSR Kadapa Dist, AP

Dear Sir,

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

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

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

Date:

Signature with Seal:

Name:

Designation:

Annexure 18
Undertaking by the Bidder
[On Firm's / Company's letter head]

To
The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003
YSR Kadapa Dist, AP

Dear Sir,

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

We submit our Bid Document herewith.

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

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

Date:

Signature with Seal:

Name:

Designation:

Annexure 19

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

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

To

The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003
YSR Kadapa Dist, AP

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

In consideration of Andhra Pragathi Grameena Bank, a body corporate, constituted under RRB Act, 1976 as amended from time to time having its Head Office at Mariyapuram, Kadapa. (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP for _____ with RFP Ref. No. **GEM/2023/B/4161633 dated 02/11/2023** including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

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

Dated this _____ day of _____, 20__.

Place:

For M/s.

.....

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

Annexure 20

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

[On Firm's / Company's letter head]

To
The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003
YSR Kadapa Dist, AP

Dear Sir,

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

- (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 21
Self-Declaration of MSEs & Startups
[On Firm's / Company's letter head]

To
The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003
YSR Kadapa Dist, AP

Dear Sir,

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

We _____, declare that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, we note that we will be suspended for the period of three (03) years from being eligible to submit Bids for contracts with Andhra Pragathi Grameena Bank.

Date:

Signature with Seal:

Name:

Designation:

Annexure 22
Compliance Statement

[On Firm's / Company's letter head]

To
The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003
YSR Kadapa Dist, AP

Dear Sir,

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

DECLARATION

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

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

Date:

Signature with Seal:

Name:

Designation:

Annexure 23

UNDERTAKING FOR APPLICABILITY OF PURCHASE PREFERENCE POLICY

[On Firm's / Company's letter head]

To
The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003
YSR Kadapa Dist, AP

Dear Sir,

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

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

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

Note:

- (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.

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/2023/B/4161633 dated 02/11/2023**, I/we hereby confirm that, I/We have read the Order No: F.No 6/18/2019-PPD dated: 23-July-2020 and subsequent orders in this regard from Department of Expenditure, Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

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

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

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

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

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

Date:

Signature with Seal:

Name:

Designation:

Annexure 25

Data Integrations/ Data Aggregator services

Category	Description/ Feature	Mandatory (Yes/No)	Bidder's Compliance (Yes/ No)
Channels	Vidyalakshmi portal	Yes	
	Jan Samarth	Yes	
	State Land records Portals	Yes	
	TREDS	Yes	
	BankBazaar	Yes	
	PaisaBazaar	Yes	
	With ecommerce platforms to expand their onboarding channels	Yes	
Internal Systems	Core Banking	Yes	
	Mobile Banking	Yes	
	Internet Banking	Yes	
	Whatsapp Banking	Yes	
Credit Guarantee	CGTMSE	Yes	
	CGFMU	Yes	
	CGFSEL	Yes	
	CGSSI	Yes	
Income Verification & Surrogates	Bank Statement Fetch and Analysis	Yes	
	Credit Card Statement fetch & analysis	Yes	
	ITR, Form 26AS validation, download (on authentication) & Analysis	Yes	
	GST Validation & Analysis	Yes	
	Utility Bills- Telecom, Electricity bill to authenticate identity of the applicant and fetch available data (name, address, last 12 month payment history)	Yes	
	Mobile Bills to authenticate identity of the applicant and fetch available data (name, address, last 12 month payment history)	Yes	
	Mobile authentication to verify the current status and connection type	Yes	
Financial Statement Analysis and Automated	Yes		

Category	Description/ Feature	Mandatory (Yes/No)	Bidder's Compliance (Yes/ No)
	CAM		
	Account Aggregator	Yes	
	Provident Fund	Yes	
	Shopping Data	Yes	
	Travel Data	Yes	
	Social media data (Crawl)	Yes	
	E-mail crawl	Yes	
	SMS crawl	Yes	
Risk & Fraud Checks	Litigation Check	Yes	
	Fraud Screening - RBI Fraud Registry or other sources	Yes	
	RBI Defaulter's Lists	Yes	
	AML Check	Yes	
	Black Listed Customer Check on internal & external platforms, if any	Yes	
Credit Rating	Fitch	Yes	
	CRISIL	Yes	
	ICRA	Yes	
	CARE	Yes	
	India ratings & research	Yes	
Credit Bureau	Consumer credit	Yes	
	SME credit	Yes	
	Multi-bureau service	Yes	
	Credit report analyzer	Yes	
KYC/Identity Verification	UIDAI	Yes	
	DigiLocker	Yes	
	Centralized KYC	Yes	
	Video KYC	Yes	
	PAN Validation for both individual and incorporations	Yes	
	Aadhaar OTP eKYC	Yes	
	Aadhaar biometric eKYC	Yes	
	Aadhaar OKYC	Yes	
	Aadhaar masking	Yes	
	Aadhaar vault	Yes	
Business KYC verification	Yes		
Identity & Data Verification	Name match	Yes	
	Address match	Yes	
	Email verification	Yes	
	Bank account	Yes	

Category	Description/ Feature	Mandatory (Yes/No)	Bidder's Compliance (Yes/ No)
	verification		
	Liveliness check	Yes	
	Face match	Yes	
	Geo-location	Yes	
	Address split	Yes	
	Name split	Yes	
Employment Checks	Office email ID check	Yes	
	Company list and categorization	Yes	
	Company verification	Yes	
	EPFO	Yes	
Company/Director/Partners Verification	MCA data fetch & Analysis	Yes	
	Udyami Registration (authenticate Registration certificate, date of issue, date of incorporation, classification etc). In case of new entrepreneur link for generation of URC can be made available	Yes	
	Udyog Aadhaar	Yes	
	Merchant verification	Yes	
Property Checks	Property Title Documents	Yes	
	Litigation documents	Yes	
	CERSAI	Yes	
	Property Rates	Yes	
	Encumbrance Certificate (In states where ever digitally available)	Yes	
Vehicle Verification	Vehicle RC Authentication	Yes	
	Vehicle RC Authentication - Advanced	Yes	
	Vehicle RC Search	Yes	
	Vehicle Alerts Check	Yes	
e-sign	Aadhaar eSign	Yes	
	Document eSign	Yes	
e-Stamping	e-stamping	Yes	
e-Mandate	Enable setup of recurring payments through netbanking/UPI/debit	Yes	

Category	Description/ Feature	Mandatory (Yes/No)	Bidder's Compliance (Yes/ No)
	card for a single applicant including Bank A/C verification (Penny Drop)		
Payments	Payment Gateway	Yes	
	eNach	Yes	
	eMandate	Yes	
Communication	SMS Gateway	Yes	
	Email Gateway	Yes	
	Whatsapp	Yes	
	AI Chatbot	Yes	
	IVR	Yes	
Digital Marketing/Lead Management	Instagram	Yes	
	Facebook	Yes	
	AI Chatbot	Yes	
	Twitter	Yes	
	Google	Yes	
SMS Scraping	Fetch, store, process and analyse borrower's mobile and SMS data and provide output	Yes	
Agri Land Records	RTC (Records of Right, Tenancy and Crop) (Only in those state where land records are digitized)	Yes	
	Cropping pattern or crop intensity (Through satellite imaging)	Yes	
	Irrigation (perennial or seasonal) (Through satellite imaging)	Yes	
	System should be able to note lien on land records (Only in those state where land records are digitized)	Yes	
Others	Legal & Compliance Details/status	Yes	
	Spend Analyzer & Portfolio Builder	Yes	
	BNPL platforms	Yes	
	Sahay App	Yes	
	Demographic Data	Yes	
	POS and Payment Data - To analyse financial & transactional data	Yes	
	OCR & Document compression - Fetch,	Yes	

Category	Description/ Feature	Mandatory (Yes/No)	Bidder's Compliance (Yes/ No)
	save and auto populate data from multiple documents		
	Insurance companies	Yes	
	Suit file cases	Yes	
	SEBI	Yes	
	NSDL	Yes	
	SIDBI	Yes	
	FSSAI registration verification	Yes	
	MCA for DIN, MCI for medical professionals, BAR council for lawyers, IEEE for engineers, IRDAI for insurance agents	Yes	
	ICAI, ICWAI, CS	Yes	
	KCC-MISS portal (fasalrin)	Yes	
	Call Centre of the Bank	Yes	
	Vahan	Yes	
	Hunter list	Yes	
	Grey list	Yes	
	PMFBY portal	Yes	
	PMEGP/KVIC	Yes	
	OCR for PAN, LEI, Aadhaar Card, Passport, DL, Bank Statements, Financial Statements, Salary slip, ITR, Ration Card, Employee Card, NREGA Card etc and all other documents	Yes	

NOTE:

1. Above mentioned list is indicative and not exhaustive. Bidder shall submit all the documents as asked under various clauses in the RFP. It is bidder's responsibility to submit all the documents along with its bid.
2. All the points mentioned above in Table are mandatory. Non-compliance to any of the points shall lead to disqualification of the bidder in the Technical Evaluation.

Date:

Seal & Signature of Bidder

Annexure 26

Manufacturer's Authorization Form

[On OEM's letter head]

To
The General Manager
Andhra Pragathi Grameena Bank,
Head Office, II Floor,
Department of Information Technology,
Beside Mariyapuram Church, Akkayapalle,
KADAPA-516 003
YSR Kadapa Dist, AP

Dear Sir,

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

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

We (Manufacturer) hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates and ensure availability of spares including processors for our products for contract period from the date of installation.

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

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

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

Date:

Signature with Seal of Authorized Signatory:

Name:

Designation:

Annexure 27
Sizing Adequacy Letter
[On OEM's letter head]

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

Dear Sir,

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Andhra Pragathi Grameena Bank.

Ref: GEM/2023/B/4161633 dated 02/11/2023

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

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

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

Date:

Signature with Seal of Authorized Signatory:

Name:

Designation: