



**ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్ ఆంధ్ర ప్రగతి గ్రామీణ బేంక్**  
**Andhra Pragathi Grameena Bank**  
(Sponsored by Canara Bank)

**Request for Proposal**

**For**

**APPOINTMENT OF TDS/TCS AND GST CONSULTANT FOR  
FILING OF TDS/TCS, GST RETURNS AND ADDRESSING  
RELATED MATTERS**

**(RFP No:GeM/B/2025/6112036**

**DT: 04-04-2025)**

RFP Reference No : GeM/B/2025/6112036  
Date of Tender Document : 04-04-2025  
Last Date for submission of bid : 25-04-2025  
Date of Opening of Technical Bid : 25-04-2025  
Bid Cost : Rs.500/-  
Earnest Money Deposit : Rs.20000/-

**Issued by:**

**General Manager  
Accounts & Audit Department  
HEAD OFFICE, 2<sup>nd</sup> Floor,  
ANDHRA PRAGATHI GRAMEENA BANK  
Beside Mariyapuram Church  
Akkayapalle, Kadapa – 516 003  
Ph: 9490158006, 9494007236**

## **Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Andhra Pragathi Grameena Bank (hereinafter referred to as 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 is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice. 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. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

## NOTICE INVITING TENDER

### 1. GENERAL

Andhra Pragathi Grameena Bank, a Regional Rural Bank, a body corporate constituted under Regional Rural Banks Act 1976 and having a network of 551 branches and 9 Regional Offices located in Anantapuramu, Sri Satya Sai, YSR Kadapa, Kurnool, Nandyal, Prakasam, Nellore, Tirupati, Bapatla and Annamayya Districts.

The bank invites Request for proposal (RFP) for appointment of TDS/TCS & GST Consultant for Our Bank/Branch/Offices towards filing of related returns Viz. 24Q,26 Q, 26QAA, 27Q, 27EQ, form No. 15G, 15H, 15CC, GSTR -1 GSTR-7, GSTR-3B, GSTR-9 & 9C,SFT, FATCA, Form 61/61A/61B , correction statements, any other return/statement prescribed or to be prescribed by any other regulatory/statutory authorities at **our Bank/ Branch/Offices for the period of 3 years i.e for FY 2025-26 , 2026-27 & 2027-28**.The Bids are in GeM portal under two bids concept (Technical Bid and Financial Bid) are invited. A Firm/Bank submitting the proposal in response to this tender shall hereinafter be referred to as Bidder.

### 2. SCOPE OF THE WORK:

The scope of the work is for providing End to End solution for TDS/TCS , GST and other related works for Andhra Pragathi Grameena Bank.

The scope of work of this RFP envisages:

#### **TDS / TCS:**

- Advisory & Consultancy on TDS /TCS and its other related matters
- Bulk verification of Pan Numbers
- Bulk verification of **Pan - Aadhar Linking status**
- Providing ITR Filing Compliance Check for Bulk PAN's.
- Bulk Verification of Lower Deduction certificates u/s 197 of Income Tax 1961, including generating report of balance utilized, unconsumed, invalid certificate etc.
- Monthly matching of challans with the deductee details and generating report of shortfalls, mismatches, excess challan's, unutilized amount, respectively
- Providing the Invalid/inoperative Pan data before filing of TDS returns to avoid defaults
- Reconciliation of TDS /TCS data & detecting potential TDS /TCS errors including Short Deduction Report, Short Payment Report, Interest on late payment report, etc.
- Advising the appropriate solution on the errors and filing of revised returns/online corrections if necessary.
- Downloading CSI File.

- Reconciliation, Preparation & filing of error free E-TDS return for TDS on Regular Staff, Retired Staff, and Family Pensioners, Deposits / Cash withdrawals / Vendor payout etc. under **Form 24Q,26Q & 27Q** and ensuring timely compliance with Income Tax regulations.
- Reconciliation, Preparation & filing of error free E-TCS return for TCS on sale of goods / motor vehicle/LRS transactions under **Form 27EQ**,
- Periodic reconciliation of TDS deductions with challans and Form 26AS to avoid mismatches and penalties.
- Checking e-return status on TRACES and request of consolidated file & justification report
- Submitting Bulk request for TDS /TCS/TBR Certificate at TRACES
- Downloading, Generation & Conversion of Form 16 / 16A / 27D / TBR from TRACES into PDF
- Digitally Signing of TDS certificates
- **Encrypting** the TDS certificates with secured password
- Assisting in the issuance of Form 16 and 16A for employees and pensioners as applicable.
- **Bulk emailing of certificates** i.e Form 16 / 16A / 27D / TBR with secured encryption to staff/customers respectively.
- Timely providing soft copies of annual Form 16 (Part A & Part B) & Form 12BA.
- Timely providing soft copies of 24Q Filing forms (ARN, 27A), annual Form 16 (Part A & Part B) & Form 12BA, 12BAA to the PHRD Dept.-Head Office.
- Resolution of employee/pensioner queries related to tax deductions, form issuance, and rectifications, if any.
- Providing web interface/mobile app for submission of IT deduction proofs and option for selection of tax regime along with facility to download Form 16/16A with PAN and mobile OTP validation.
- Assisting branches/offices in preparation of **TAX audit report** with respect to TDS details
- Assisting in preparation of details required for completion of tax audit
- Advising & assisting in submissions to Income Tax department with respect to TDS details/queries.
- Providing MIS report of returns filed
- Providing useful tools like TDS Rate Charts, updates, notifications/PAN verification API in CBS if required.
- Filling of any other Income Tax related returns if any arises
- Any other work related TDS assigning by the Bank from time to time.
- Preparation of reply of taxation authority in case of need

- Appearance before the local GST authority in case of need.
- Assistance in filing of appeal before the appropriate authority, in case of need.
- Filing of Bank Income Tax return.
- Surrender of all the TAN's to IT department.
- Appearance before the income tax authority concerned to faceless appeals.
- Preparation of reconciliation of TDS as per Books of Accounts with the Form 26AS available on Income Tax web site and reconciliation of Income as per Form 26AS and Books of Accounts on quarterly basis and communication with clients/parties for such differences. The consultant is expected to write e-mails/ make calls to clients and departments for ensuring proper TDS credit in favor of Bank.
- Preparation of Year wise status of Tax Matters with respect to reconciliation of TDS, Advance Tax & Provision along with pending refunds.
- The required changes/modifications, if any, to be incorporated in the Bank's applications/Departments (including CBS) needs to be advised. Facilitate remittance of TDS/TCS deducted by the Branches/offices under centralized environment, generation of Challans for payment of TDS/TCS by segregating the data based on nature of payment and payees.
- To follow industry best practice web-based security including Bank's Information Security Guidelines
- Facilitate reconciliation of monthly TDS deductions vis-à-vis TDS deducted on expenditures/withdrawal data as per Bank's book and reconciliation of payment made and TDS deducted by various Branch offices/Departments of the Bank with that of balance outstanding in the respective TDS account in CBS to be made.
- Facilitate various customized MIS reports at requested intervals giving complete reconciliation of TDS related data as per the requirement of the Bank.

## **Representation Services**

- i) To represent before the appellate authorities – CIT (Appeals) or any other equivalent appellate authorities for appeal matters. The Consultant shall be required to handle the existing appeals as well as new appeals originating during the contracted period only up to the level of CIT (Appeals) or equivalent level;
- ii) To appear before various IT authorities including IT Intelligence wing, for IT matters including assessment/re-assessment proceedings and respond to the notices/queries issued by them.
- iii) To provide opinion/ advice on the issues raised during inquiry/ assessments conducted by IT authorities and draft replies including vetting of the details/ documents to be furnished to the authorities.
- iv) To prepare opinion paper, query sheet, submissions, paper-book, briefings and affidavit, applications, as and when required, for appeals before various appellate authorities, authority for advance rulings (AAR) or any

- other IT authority.
- v) Pursuing, assisting and coordinating with Tax Authorities for timely refunds.
  - vi) Submission of monthly status report on pending appeals/ income tax matters to bank duly signed by authorized signatory.
  - vii) To represent Bank before the appellate authorities up to CIT (Appeals)/ AAR/ and other equivalent Appellate authority for this purpose.
  - viii) To provide handholding and end to end support in dealing with advocates/consultants associated with Bank for income tax matters pending before ITAT, High Court and Supreme courts, if any. The support shall include providing advice, preparation of required documentation and participation in all the discussions with advocates; and
  - ix) To prepare status notes in respect of pending Income Tax matters and opine on the contingent liabilities, whenever sought.

**Form 15G & H return**

- Reconciliation of Form 15G & H data & detecting potential errors
- Advising the appropriate solution on the errors
- Preparation & Filing of Form 15G & 15H returns
- Filing of correction statement / revised returns as per the request of customers
- Providing MIS report of returns filed
- Advising & assisting in submissions to Income Tax department with respect to Form 15G/H details/queries.

**SFT, FATCA, Form 15CC (Form 61, 61A, 61B)**

- Reconciliation of data & detecting potential errors/DQR's
- Advising an appropriate solution on the errors
- Reconciliation, Preparation & Filing of all returns for form no 61, 61A, 61B – Statement of financial transactions, FATCA, etc.
- Filing of correction statement / revised returns as per the request of customers
- Resolution & correction of DQR - Data Quality Report generated on Income Tax reporting portal.
- Providing MIS report of returns filed
- Advising & assisting in submissions to Income Tax department with respect to SFT, FATCA, Form 15CC details/queries.
- Responding to the queries raised by the Income Tax department pertaining to SFT.

**GST Services:**

- Updating the Bank on applicable GST provisions & Rules.
- GST Reconciliation.
- Filing of monthly/quarterly/ annual return of GST
- Filing of monthly return of GST TDS

- Preparation of reply of taxation authority in case of need
- Filing of GST Annual Returns-GSTR 9 & Reconciliation Statement GSTR 9C.
- Filling of any other GST related returns if any arises
- Appearance before the local/outside GST authority in case of need.
- Assistance in filing of appeal before the appropriate authority, in case of need.

Item No	Item Name	Unit	Quantity
1	Filing of Monthly Return		
1.1	GSTR-1	Each	12
1.2	GSTR-3B	Each	12
1.3	GSTR-7	Each	12
2	Filing of Annual Return		
2.1	GSTR-9	Each	1
2.2	GSTR-9C	Each	1

- Consultancy services on clarifications on GST arising in day to day operations.

#### 1. Detailed Descriptions of Items:

##### Item 1. Filing of Monthly GST Returns:

- Verification and validation of information provided by Bank for filing of required GST returns
- Preparation and filing of GST returns (GSTR-1, GSTR-3B, GSTR-7, etc as applicable to Bank from time to time) on GST portal
- Reconciliation of returns including GSTR-2A and GSTR-2B with Bank books of accounts
- Preparation and submitting to the Bank required GST challans for remittance to Govt treasury
- Providing copies of filed GST returns
- Rectification/ revision of return in case of notice/ query from GST Departments
- Replying/ representing in case of notice/ query from GST Departments
- Keeping a watch on the status of filed returns, notices received, etc on GST portal and intimating the Bank about such developments and advising/ carrying out corrective course of action required to be taken by the Bank within time and in required manner
- Any other work incidental to successful filing of return

## **Item 2. Filing of Annual Return under GST Act:**

- Verification and validation of information provided by Bank for filing of required GST return
- Reconciliation of GST returns with Bank books of accounts
- Preparation of annual GST return in accordance with Bank records and applicable GST rules and filing the prepared return on portal
- Keeping a watch on the status of filed returns, notices received, etc on GST portal and intimating the Bank about such developments and advising/ carrying out correcting course of action as required to be taken by the Bank within time and in required manner
- Rectification/ revision of return in case of notice/ query from GST Departments
- Any other work incidental to successful filing of return

## **Item 3. Handling of GST Orders, Notices, etc:**

- Preparation and filing of reply or appeal or other necessary documents, representation before GST authorities on behalf of Bank and other similar works as required in response to Assessment/ Re-assessment Orders, Demand Notices/ Query, etc raised by GST Departments

### **2. Key Points to be Noted:**

- i.** The consultancy will include ensuring compliance of GST laws/ by-laws/ rules/ regulations, etc and meeting deadlines by updating the Bank well in advance for implementation and by advising suitable course of actions, suo- motto or in reply to queries raised by Bank officials or GST Departments. It will also include giving opinion on applicability of GST rules, exemptions, deductions, rates, sections of GST Acts, etc as and when required for correct processing of invoices/ bills or correct accounting by the Bank. This requirement will be an integral part of each of the item to be executed.
- ii.** The quoted charges will be for successful filing/ submission with successful closing of the cases under question free of notices of error/ omission/ or requirement of revision/ rectification/, etc. In case of any such requirement arising, necessary action for such revision/ rectification/ supplementary submission/ representation, etc will be part of the execution of the item. No additional fees will be paid for revised or rectified or supplementary filing/ submission.
- iii.** The above scope of work is only indicative and there may be additions or



exclusions as per requirements of the Bank. The decision in this regard shall be taken by the Bank management.

- iv.** The work shall be conducted by competent representative of the Consultant. No subletting/ outsourcing of the work to another agency/ professional shall be permitted. Conveyance incurred by the Consultant for visiting Bank office on any other place will be subjected acceptance of mutual parties. If required The Consultant shall have to make their own travel arrangements.
- v.** All the information or documents provided to the Consultant shall remain the property of the Bank and all rights shall vest with the Bank. The Consultant shall, not later than termination or expiration of the Agreement, deliver all such documents to the Bank, together with a detailed inventory thereof. The Consultant shall not use these documents for purposes unrelated to the consultancy work without the prior written approval of the Bank.
- vi.** All the information provided to the Consultant by the Bank or collected or generated by the Consultant in connection with the affairs of the Bank shall be treated as confidential and shall not be divulged by the Consultant,
- vii.** Either during the term or after the expiration or termination of the Agreement. Such information shall include relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Bank to the Consultant; any information provided by or relating to the Bank, its technology, technical processes, business affairs or finances or any information relating to the Bank's employees, officers or other professionals or suppliers, customers, or contractors of the Bank; and any other information.
- viii.** In case, the task is concluded without successful completion or left in between resulting in penalty or other monetary loss to the Bank, the Bank will have the right to recover the losses from the payables to the consultant.
- ix.** Only 80% of the quoted rate for an item will be paid after filling and on successful processing of GSTRs. Balance 20% will be paid when the concerned case is successfully closed without error or demand or notice etc and clear report is received from GST Departments.

- x. Statutory fees paid by the consultant in execution of the items will be reimbursed on production of receipts or other proofs of payment. Such payments will not be part of the quoted rates. No other charge or expenditure will be payable over and above the quoted rates.

The following is an indicative timeframe for the overall process. Changes to the time frame, if any, shall be communicated to the Respondents during the process, through Bank website.

Sl. No.	Description	Details
1	Bank's Address for Communication	The General Manager, Andhra Pragathi Grameena Bank, Accounts & Audit Department, 2 <sup>nd</sup> Floor, Head Office, Mariapuram, Kadapa – 516 003. Andhra Pradesh Mobile – 9490158006, Email: <a href="mailto:apgbaccounts@apgb.in">apgbaccounts@apgb.in</a>
2	Date of commencement of issue of Tender document	04-04-2025
3	Last Date to Queries	11-04-2025 AT 05.00 PM
4	Last Date for Submission of Bids	25-04-2025 AT 01-00 PM
5	Date and time of Opening of Technical Bid	25-04-2025 AT 01.30 PM
6	Date and time of Opening of Financial Bid	Will be intimated

### 3. CONTRACT PERIOD:

The contract will be valid for a period of 3 years, i.e., for FY 2025-26, 2026-27, and 2027-28, or 3 years from the date the SLA is signed, whichever is later. The total duration will be 12 quarters. If the SLA comes into effect during a delayed quarter in FY 2025-26, the contract period will commence from that quarter.

### 4. ELIGIBILITY CRITERIA FOR BIDDERS

The Applicant for entering into TDS/TCS & GST Consultant Contract should meet the eligibility criteria as given hereunder:

Sl.no	Criteria	Documents to be submitted along with Technical bid
1.	The bidder must be either a registered Partnership Firm or Limited Liability Partnership (LLP) or a Private/Public Limited Company having its own establishment in India for the last 5 years as on 31.03.2024	The Certificate of Incorporation issued by the Registrar of Companies / registered Partnership deed to be submitted.

	<p>For MSE and start-ups , they should be in operations since last 3 and 2 years respectively as on 31.03.2024</p> <p>The firm must be Registered with ICAI &amp; The firm must have at least <b>Seven</b> partners out of which <b>5</b> must be FCA</p> <p>The firm must have at least one DISA qualified partner</p> <p>The firm must be in RBI panel of Statutory auditors for the F.Y. 2023-24</p>	<p>Copy of Constitution Certificate from ICAI to be submitted.</p> <p>Self-attested Photostat copy of DISA certificate to be submitted</p> <p>Letter from RBI/ appointment letter from bank showing empanelment.</p>
2.	The Bidder must have an average turnover of minimum Rs.7 crore during last 03 (three) financial year(s). i.e 2021-22, 2022-23 & 2023- 24 and positive net worth as per latest audited Balance Sheet.	Audited Financial statements for the financial years 2021-22 and 2022-23 and 2023-24.
3.	Bidder should have experience in handling similar activity i.e. centralised e-filing of TDS returns, TDS default rectification and e-filing of Form 15G/H and GST Returns for minimum three Public Sector Banks/ Private Banks/RRBs for at least 1000 branches / offices of bank.	Copy of Purchase Order and Satisfactory certificates issued to the bidder by any organizations should be submitted with the technical bid. Copy of appointment letter/ experience certificate indicating <b>nature of activity performed i.e. duly mentioning TDS/TCS &amp; GST Services</b> , number of branches and period of assignment should be submitted.
4.	The Bidder should not have been banned / declared ineligible for corrupt and fraudulent practices by any Regulatory body/Statutory Body and should not have any disciplinary proceedings, Debar, Suspended Civil and Criminal Proceedings pending against the applicant firm or any of the partners with ICAI/ RBI.	A self-declaration by the Bidder on Company/Firm letter head
5.	The Bidder should not have been black listed by any Govt. Financial Institutions / Banks / Government/ Semi Government departments/ PSU in India	A self-declaration by the Bidder on Company/Firm letter head. Annexure -F
6.	The Bidder's firm should not be owned or controlled by any present Director or employee of Canara bank/ APGB	A self-declaration by the Bidder on Bank letter head. Annexure -G
7.	The firm should have its own software or duly licensed to sell/use the software to be procured/used by the Bank for this purpose.	Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the bidder in case bidder is owner of the software,

		else authorization letter from the OEM to be submitted to sell/use the software.
8.	The bidder's solution should be directly integrated with Income Tax e-filing site for direct filing of E-TDS and other related returns.	Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the bidder
9.	The Firm should be capable of providing the support / help desk to all the branches/offices of the Bank from a centralized location.	Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the bidder.
10.	The bidder should be capable of filing the Form 24Q/26Q/27Q besides other required returns such as 15 G/H, Form 61/61A & GST etc. returns directly from the application hosted at Bank's DC/ DR Site to Income Tax e-Filing & GST Site as suggested Income Tax & CBIC without any charges and not through TINFC. The bidder's application should be available on Bank's intranet for entry modifications, validation, uploading as well as downloading of form 16 / 16A.	Certificate issued by Controlling offices like Regional office/Circle office/Zonal office/Head office stating these returns are being filed directly at Income tax e-filing site through application of the bidder and not through TIN FC.
11.	The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexures, addendum and corrigendum for the supply of Solution at Banks Head Office, Regional offices, and other branches/ offices located across the State of Andhra Pradesh/In the service are of operation based on the requirements, specifications, terms and conditions laid down in this RFP.	Bidder to submit the letter as per format provided in Annexure H along with the technical bid.

**Rating chart as per Annexure-E shall be prepared for the bidders who meets the minimum eligibility criteria as mentioned above.**

**Financial bids of those bidders who gets minimum 70 marks in rating chart as per Annexure-E will be opened in GeM portal.**

**Technical bids of those bidders who gets less than 70 marks in rating chart as per Annexure-E will be disqualified.**

Before submission of the offer, the Bidders should read the following instructions and the terms and conditions.

## **5. DETAILS REQUIRED TO BE SUBMITTED**

- a. Name of the firm -

- b. In the business since when -
- c. Registration particulars -
- d. PAN or Income Tax Registration Certificates -
- e. Goods & Services Tax Registration No. –
- f. Proof of having offices
- g. Proof of adequate availability of technical expertise & staff strength including name of persons, address, phone no's, manpower, etc.
- h. Proof of execution of such works in last three consecutive years (copy of work orders, completion certificate to be enclosed).
- i. Proof of providing TDS/TCS & GST services for at least 1000 Branches in PSU/PSB/RRB. Performance report/ certificate for same to be enclosed.
- j. Audited Financial Statement for last three consecutive years (CA Certificate is accepted)

**The above details MUST be submitted with proof.**

## **6. TWO BID SYSTEM**

- The tender submission is through GeM Portal as per the details given in the said Portal.
- No submission of Physical Documents is permitted
- BID cost and EMD if any, shall be submitted in physical copy and it shall reach us by 25-04-2025 AT 01.00 PM
- Please note to submit filled Bid Forms (as per Annexures (for Technical bid) in GeM portal.
- **The Authorized Signatory has to sign on all pages of printed bid documents, in token of having accepted all the terms and conditions of the Bid.**
- Financial Bids are to be submitted through GeM Portal as per the format **Annexure I** in GeM.
- **Financial bids of those bidders who gets minimum 70 marks in rating chart as per annexure-E will be opened in GeM portal. Technical bids of those bidders who gets less than 70 marks in rating chart as per annexure-E will be disqualified.**
- The L1 will be selected as per GeM Portal guidelines.
- The preferred bidder will be the L1 bidder for the above policy. However, the Bank reserves the right to cancel the bid, if not found according to the proposal made and the bank also reserves the right to accept or reject any tender without assigning any reason/s whatsoever.

## **7. SUBMISSION OF BIDS:**

Bids made shall be strictly as per provisions of the tender should be submitted latest by 25-04-2025 AT 01.00 PM through GeM Portal.

**No hard copy of the completed tender document will be accepted.**

## **8. OPENING OF BIDS:**

First the Technical Bids will be opened as per the following schedule:

Date	Day	Time	Venue
25-04-2025	Friday	01-30 PM	Online through GeM Portal

**Only those financial bids which qualify the eligibility criteria under technical evaluation and those bidders who gets minimum 70 marks in rating chart as per annexure-E will be opened in GeM portal on the above specified day or such other date intimated by Bank. Technical bids of those bidders who gets less than 70 marks in rating chart as per annexure-E will be disqualified**

#### **9. AGREEMENT FOR SERVICE STANDARD:**

The selected Bidder should enter into an agreement for service standard(SLA). The bidder/s whose bid is accepted by the bank will be referred to as the selected bidder and Bank will notify the name of the selected bidder by display in the website /Notice Board of the Bank.

Bank will enter into SLA with the selected Bidder.

The format for the agreement is provided as per Annexure – K to this RFP.

#### **10. OFFER VALIDITY PERIOD.**

The Offer submitted and the Price quoted therein shall be valid for **3 Months** from the date of opening of tender i.e. technical bid and for such further period as may be requested for by the bank, and agreed to in writing by the bidder.

#### **11. AMENDMENT**

- Andhra Pragathi Grameena Bank reserves the sole right for including any addendum to this entire bid process. The bidders shall not claim as a matter of right for requiring Andhra Pragathi Grameena Bank to do any Amendment to the RFP.
- At any time before the deadline for submission of bids/offers, Andhra Pragathi Grameena Bank may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidders, modify this RFP Document.
- All prospective bidders who participate in this RFP shall keep themselves aware of any or all such modifications by regularly visiting the website of Andhra Pragathi Grameena Bank as all changes/ modifications shall be informed through Andhra Pragathi Grameena Bank website only, and all such amendments shall be binding on them and shall form an integral part of this RFP for the intended purpose.
- If required, in order to allow prospective bidders reasonable time to take the amendment into account in preparing their applications, Andhra Pragathi Grameena Bank reserves the right to extend the deadline for the submission of bids. However no

request from the bidder, shall be binding on Andhra Pragathi Grameena Bank in this regard

## **12. PROPOSAL OWNERSHIP**

The proposal and all supporting documents submitted by the bidder shall become the property of the Bank.

## **13. MODIFICATIONS AND WITHDRAWALS OF BID/S**

Offer cannot be modified or withdrawn by a Bidder after submission of Bid/s. In case any modification required on account of clarifications in Technical bids, such modifications can be done with the prior approval of the bank.

## **14. CLARIFICATION OF OFFERS**

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 request for such clarifications and the Bidders response will necessarily be in e-mail/writing and it should be submitted within the time stipulated by the Bank, failing which the bids are liable for rejection.

## **15. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER**

- a. The Bank is not bound to accept the lowest bid or any offer / bid or to assign any reason for non-acceptance. It also reserves its right to reject any or all the offers / Bids without assigning any reason thereof whatsoever.
- b. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- c. The bidder including those, whose RFP is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by them through or in connection with his submission of RFPs, even though the Bank may opt to modify/withdraw the RFP / Recall the RFP.

## **16. INCOMPLETE OFFERS WILL BE REJECTED.**

The incomplete offers will be rejected without any further reference. Such rejections may take place in case of non-adherence to the format or partial submission of technical information as per the format given in the offer or not furnishing the information sought for.

## **17. ERASURES OR ALTERATIONS.**

Offer shall be submitted on prescribed format only. The documents downloaded from GeM portal/Bank's website have to be duly filled and submitted and no other format shall be used, except for Proformas which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document.

All the documents, enclosures, and correspondence will form the part of contract. Offer in any

other format other than the prescribed in this document shall be liable for rejection.

**18. AMALGAMATION:**

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the successful bidder under this RFP. In such case, decision of the new entity will be binding on the successful bidder. If permitted by the new entity, the successful bidder shall handle the scope of work for all branches under the new entity, as well as any other pending related matters.

**19. EARNEST MONEY DEPOSIT (EMD).**

- The bidder shall furnish Earnest Money Deposit (EMD) of Rs.20000/- by way of Demand Draft drawn on any scheduled Commercial bank in favour of Andhra Pragathi Grameena Bank, Head Office, Kadapa payable at Kadapa. No interest is payable by Bank on EMD.
- EMD can also be submitted in the form of Irrevocable Bank Guarantee. The same shall be issued by Scheduled Commercial Bank in India for Rs. 20000/- with validity for a minimum 3 Months from the last date for submission of offer. The format for submission of EMD in the form of Bank Guarantee shall be as per Annexure-J. The EMD can also be submitted in the form of fixed deposit receipt with lien noted in favour of Andhra Pragathi Grameena Bank, Head Office, Kadapa
- The EMD of the Bidders, not qualified under Technical Bid and unsuccessful bidder in the financial bid will be returned.
- The EMD of the successful bidder shall be returned within 7 days after signing of agreement and depositing of the Security Deposit as per terms & conditions of the RFP by the bidder.

➤ **The EMD may be forfeited in the following instances:**

- If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
- If the successful Bidder fails to sign contract within the stipulated time period; Or
- If the successful Bidder fails to furnish Performance Bank Guarantee valid up to 30.06.2028 on signing of contract or
- If the successful Bidder fails to deliver the relevant services within the stipulated period; or
- If the successful Bidder fails to comply any of the terms of RFP or Contract.

**20. BANK GUARANTEE :**

- a. The successful bidder shall submit security deposit / Bank Guarantee Unconditional & Irrevocable Bank Guarantee of 10% of the total value of contract valid for the contract period (i.e., 3 years) from the date of issue of purchase order, with continuous period without any break period, with a claim period of 6 months. If the Security Deposit/BG is not submitted with in the stipulated time, Bank reserves rights to cancel the order and



forfeit the EMD.

- b. The successful bidder should submit Security Deposit by way of DD drawn on Andhra Pragathi Grameena Bank or Performance Bank Guarantee issued by a Scheduled Bank in India other than Andhra Pragathi Grameena Bank. No interest shall be payable by the Bank on the above security deposit. The format of performance BG is shall be as per **Annexure J**.
- c. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incomplete work and unsatisfactory performance during the warranty period.
- d. The Bank shall invoke the Bank guarantee before the expiry of validity, for breach of contract and or if the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The proceeds of the guarantee shall be payable to the Bank.
- e. Bank reserve its right to invoke the Bank Guarantees (for delay in delivery or non- delivery/ performance) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:
  - Delay / non-delivery/ Delay in Implementation beyond stipulated time schedule as per clause implementation mentioned in Scope of work.
  - Non-Performance or violation of the SLA/Contract terms and conditions.

## **21. PROVISIONS FOR MICRO & SMALL ENTERPRISES (MSES): -**

As per Government of India's Public Procurement Policy act 2012, certain benefits will be given for MSE Units. The details are as under.

It is mandatory to submit **Annexure M** to get the preference under MSEs.

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

MSEs are also exempted from paying **Tender Cost and EMD**. For getting the benefits in case of MSE firms, shall submit relevant documents such as valid MSE registration Certificates as per clause 13.1 of Government of India's Public Procurement Policy act 2012.

## **22. ORDER CANCELLATION.**

The Bank reserves its right to cancel the entire / unexecuted part of Order at any time by assigning appropriate reasons.

The Bank shall invoke the Security Deposit/Performance Guarantee given by the bidder towards nonperformance / noncompliance of the terms and conditions of the contract, to appropriate the damages.

### **23. SUPPORT.**

The bidder should be capable of meeting the service & support standards as specified in this RFP. Service support should be adequately available to meet the Bank working and non-working days/ hours.

### **24. PAYMENT TERMS & DELIVERY TERMS & PENALTY TERMS:**

#### **➤ PAYMENT TERMS :**

- A. Payment term deliverables: The successful bidder shall submit the following documents to Bank before raising invoices:
- Service Level Agreement
  - Non-Disclosure Agreement.
  - Signoffs from the business verticals.
  - Bank Guarantee
- B. Payments shall be released after deducting applicable Taxes Charges. Payments are subjected to successful and satisfactory review of all deliverables and activities by the Bank.
- C. Payment to the vendor will be made after of submission of undisputed bill on quarterly basis, subject to billing as per the accepted terms of the work order and completion of the work and annual review of satisfactory performance as certified by the Bank's Authority.

Kindly note NSDL charges incurred by vendor, if any shall be reimbursed on actual basis on production of bills.

- D. Successful Bidder / Vendor shall ensure that Non-Disclosure Agreement and Service Level Agreement have been signed and submitted to authorize official of the Bank before raising the invoices for payment.
- E. Applicable taxes, if any, will be deducted from the amount payable.
- F. The Bank shall have the right to withhold any payment due to the Successful Bidder / Vendor, in case of delays or defaults on the part of the Successful Bidder/ Vendor. Such withholding of payment shall not amount to a default on the part of the Bank.

#### **➤ DELIVERY TERMS:**

- a) On acceptance of Letter of Intent / Purchase Order, the Successful Bidder / Vendor should initiate to provide end-to-end comprehensive solution for Handling TDS/TCS & GST related matters and filing of returns, corrections, remittances and submission of compliance etc. should be strictly within statutory timelines.

#### **➤ PENALTY TERMS :**

If the Successful Bidder Vendor fails to supply the items / Services to be provided within the specified time for delivery, Bidder / Vendor shall be liable to pay the Bank Liquidated Damages at the rates specified below:

- 1) If successful bidder fails to complete the assignment within stipulated time schedule

specified in the Scope of the Project, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the total contract value, as liquidated damages, based on the agreement between Andhra Pragathi Grameena Bank and selected bidder during agreement finalization or until the cancellation of contract subject to maximum of 10% of total contract value. The Bank has right to cancel the contract in case services not effected within stipulated time schedule. The Bank is entitled to withhold (deduct) from the Contract price or any other amount, which is due to consultant from this contract, or any other contract.

- 2) Bank has the right to recover penalty amount from any dues that may be payable to the vendor under any previous contract with the Bank under the right of set off.
- 3) In case the bidder refuses to accept / execute the order, bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the bidder. If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.
- 4) For delay in TDS/GST compliances any interest and or penalty raised by Income Tax/GST Department on the Bank on account of deviations shall be recovered 100% from the vendor from the outstanding dues payment.
- 5) The bank expects that the successful Vendor to adhere to the following minimum Service levels:
  - a. Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the Successful Vendor.
  - b. Time bound problem addressing team (onsite/offsite) for the complete contract period.
  - c. Vendor to arrange for updation required in its system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities'/tax authorities towards compliance at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.
- 6) In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Kadapa in favour of Andhra Pragathi Grameena Bank for the same within 15 days from the notice period from the Bank.
- 7) In case any help desk support personal is not available continuously for more than 4 hours a day then the Bidder should immediately provide the Bank with an equivalent standby helpdesk support person/s.
- 8) In case of non-resolution of complaints of offices beyond period of 15 days and resolution pending at Vendor end only, then vendor will have to pay penalty of ₹100 per day per complaint. 1st day will start from the 16th day of lodging of complaint.
- 9) The total cumulative penalty/liquidated damages levied under this contract shall not be more than 10% of the contract value.
- 10) Bank reserves the right to invoke the Bank guarantee submitted in lieu of Delivery/

Performance in the event applicable Liquidated Damages reach their maximum value. In such an event, bank reserves the right to blacklist the firm/company as well. The Bidder / Vendor agrees and considers that the liquidated damages set out herein above are fair and reasonable and that he will raise no objection or dispute with regard to Bank's right to recover the same.

- 11) The liquidated damages shall be deducted/recovered by the bank from any money due or becoming due to the Bidder / Vendor under this contract and may also be recovered by encashment of Bank Guarantee or otherwise from the Bidder / Vendor.
- 12) If at any time during performance of the Contract, Bidder / Vendor should encounter conditions impeding timely delivery of the Goods and performance of services, the Bidder / Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder / Vendor's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder / Vendor's time for performance.

## **25. GENERAL GUIDELINES:**

### **BIDDER'S INQUIRIES ON RFP & BANK'S RESPONSE:**

All enquiries from the bidders, related to this RFP must be directed in writing / email and sent to the address/email ID's mentioned. Any clarifications / query received thereafter shall not be considered and will be ignored. In no event, Bank will be responsible in ensuring receipt of inquiries. Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFP clauses, if any, and the same will be posted in the Bank's website/Email and no separate communication will be sent to individual bidders. However, Bank makes no representation or warranty as to the completeness or accuracy of any response made to the queries in good faith.

### **LIABILITIES OF THE BANK:**

This RFP is not an offer of the Bank, but an invitation for Bidder's responses. No contractual obligations on behalf of the Bank, whatsoever, shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder's written acceptance thereof shall constitute a binding contract with the vendor.

### **FURNISHING OF INFORMATION:**

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents. Failure to furnish all information required by the documents or to submit a bid not substantially responsive to the documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. It shall be the duty of the bidder to submit the bid

documents along with necessary documentary evidence and Bank won't be accepting any additional documents during the evaluation process.

**AUTHENTICATION OF ERASURES / OVERWRITING ETC.:**

Any inter-lineation, erasures, or overwriting shall be valid only if the person or persons signing the bid initial them.

**AMENDMENTS TO RFP TERMS AND CONDITIONS:**

Banks reserves its right to issue any amendments to the terms and conditions, technical specification of the RFP at any time prior to the deadline for opening of the technical bids.

**CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT:**

Successful bidder and its employees will strictly under not to communicate or allow to be communicated to any person or divulge in any way, any information relating to the ideas, the concepts, know-how, techniques, data, facts, figures and information whatsoever concerning or relating to the Bank and its affairs to which the said employees have access in the course of the performance of the contract. A non-disclosure agreement as per format provided in the RFP should be executed by the Successful bidder.

**CONTACTING THE BANK:**

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

**ASSIGNMENT & SUBCONTRACTING:**

The Successful Bidder/s shall not assign or subcontract, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.

**TERMINATION CLAUSE :**

**A. TERMINATION FOR DEFAULT**

The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:

- a) if the Bidder fails to deliver any or all of the solution within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or
- b) if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part pursuant to clause related to project timelines, the Bank may procure, upon such terms and in such manner, as it deems appropriate, goods

and related services, similar to those undelivered, and the vendor shall be liable to the Bank for any excess costs for such similar Hardware and related services subject to the maximum cap of 10% of the undelivered portion. However, the vendor shall continue performance of the Contract to the extent not terminated.

**B. TERMINATION FOR INSOLVENCY**

The Bank may at any time terminate the Contract by giving written notice with a cure period of 30 days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. If the bank is not satisfied with the bidder's reply, bank may terminate the contract. Termination in this case will be without compensation to the Bidder, 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.

**C. TERMINATION FOR CONVENIENCE**

The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Successful bidder shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination. It is also clarified that the Successful bidder shall not be entitled to terminate the contract.

**D. TERMINATION FOR OTHER ACTIONS:**

The Bank has the right to terminate the agreement with immediate effect if the Bidder is blacklisted or in case any fraud, forgery, theft, robbery or any wrongful action/ inaction or breach of this agreement caused by Bidder or its agents or its employees.

The payment for the work executed till the date of termination shall be made as per payment terms.

**E. TERMINATION FOR VIOLATION OF INTEGRITY PACT**

The bank has the right to terminate the agreement with immediate effect if Integrity Pact is violated by the bidder during the currency of the contract.

**LIMITATION OF LIABILITY:**

The liability of bidder under the scope of this RFP (including all indemnities) is limited to the value of the relevant order.

**COMPLIANCE TO LABOUR ACT:**

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act.

**OTHER TERMS AND CONDITIONS**

- a. The Bank shall have the right to withhold any payment due to the successful

bidder in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

- b. Successful bidder shall hold the Bank, its successors, Assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However, the SB would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- c. Successful bidder shall be responsible for managing the activities of its personnel and will be accountable for both. Successful bidder shall be vicariously liable for any acts, deeds or things done by their technical resources, employees, agents, contractors, subcontractors etc. that is outside the scope of power vested or instructions issued by the Bank.
- d. Successful bidder shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by Successful bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this RFP.
- e. The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- f. Successful bidder shall be held entirely responsible for the security and the protection of their workers at all times inclusive of non-working hours. They shall be deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc. if any. Successful bidder shall inform all his employees, technical resources, employees, agents, contractors, subcontractors etc. associated in execution of the work awarded under this RFP to work in the specified area and they should not move around at other places of premises without any specific reason.
- g. Successful bidder or its authorized agents or its employees / technical resources shall not store or allow to store in the Bank's premises any goods, articles or things of a hazardous, inflammable, combustible, corrosive, explosive or toxic nature.
- h. Successful bidder and its employees, technical resources, agents, contractors, subcontractors or its authorized agents shall provide full co-operation to other agencies working in the premises and shall follow

the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work.

- i. Successful bidder shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
- j. It is well defined and understood that the labour or any employee or technical resources of the SB will have no right for claim of employment on the Bank.
- k. No extra claim shall be entertained on account of all the redo of work on account of Successful bidder's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the Successful bidder.
- l. Successful bidder shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.
- m. Successful bidder shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.
- n. Successful bidder should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, infrinent, trademark or industrial design rights etc., if any.
- o. The Bank ascertains and concludes that everything as mentioned in the RFP document or its addendum circulated to the bidders and responded by the bidders have been quoted for by the bidders, and there will be no extra cost associated with the same in case the SB has not quoted for the same.

**CORRUPT AND FRAUDULENT PRACTICES:**

- a) As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the



procurement process or in contract execution

AND

- c) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
  
- d) The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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.

**EXIT CLAUSE:**

The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:

1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee.
2. Delay in delivery beyond the specified period.
3. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution
5. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder.

**26. PATENT.**

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 services to be provided

**27. 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.

**28. NEGLIGENCE**

In connection with the contravenes the provisions of General Terms, If the bidder neglects to

execute the order 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 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 bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the losses at the risk and cost of the Contractor.

## **29. RESPONSIBILITY FOR COMPLETENESS**

Any supplies and services which might not have been specifically mentioned in this RFP but are necessary shall be provided / made available as per the time schedule for smooth and efficient operation

The Bidder shall be responsible for any discrepancies, errors and omissions in the drawings 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 in drawings and other information as mentioned above within the time schedule and without extra cost to the bank.

## **30. FORCE MAJEURE**

The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.

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

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

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

Under no circumstances the bidder will be entitled to any compensation, damages or extra cost. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

## **31. RESOLUTION OF DISPUTES.**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (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 atleast 30 days notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. In case, the Proposal is not received as required above on or before the said date and time, Bank shall presume that bidder is not interested proceeding with the dispute. The venue of arbitration shall be Kadapa, Andhra Pradesh

### **32. JURISDICTION**

The Purchase Contract / Annual Maintenance Contract shall be governed by the Laws and Regulations of India for the time being in force and will be subject to the exclusive jurisdiction of the Courts in Kadapa and Andhra Pradesh.

**General Manager**

**Accounts & Audit Department,**

**Andhra Pragathi Grameena Bank**

**ANNEXURE – A**

**Covering letter format**

Offer Reference No: GeM/B/2025/6112036

Date:

To

**The General Manager,  
Accounts & Audit Department,  
Andhra Pragathi Grameena Bank  
Head Office, Mariyapuram,  
Kadapa-516003**

Dear Sir,

**RFP:**

Having examined the tender document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to TDS/TCS & GST Returns filing and related services for a period of three years (12 Quarters) and maintain them in conformity with the said tender in accordance with the schedule of prices indicated in the financial offer and made part of this offer.

We enclose a Demand Draft for Rs.500/- as Bid Cost and Rs.20000/- as EMD in favour of Andhra Pragathi Grameena Bank, if applicable.

We agree to abide by this offer till 180 days from the date for opening of the tender and for such further period as may be requested for by the bank, and agreed to in writing by us. 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 fulfill 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 for entering into TDS/TCS & GST Returns filing and related services.

We also confirm that we have not been disqualified by any PSU banks/ Financial Institutions regarding the scope of work mentioned in tender document

Our PAN number for Income Tax is \_\_\_\_\_.

We are registered with the Goods & Service Tax authorities and our registration numbers are as follows.

Goods & Service Tax Registration Number is \_\_\_\_\_.

We accept all the Instructions and Terms and Conditions 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.

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

**Signature of the Authorized Signatory with date & seal**

- ENCLOSED:
- 1 ) Bid Cost : DD No.
  - 2 ) EMD :DD No.s .....
  - 3) BG No.

**ANNEXURE B - PARTICULARS TO BE FURNISHED FOR THE PURPOSE OF  
APPOINTMENT OF TDS/TCS & GDT CONSULTANT**

RFP Reference No : GeM/B/2025/6112036

1	Name of the Bidder Company/ Firm	
2	Date of Incorporation of Bidder Company /Firm	
3	Complete Address of Bidder company/ Firm	
4	Name and Contact details and E-mail id of the authorized person	
5	Particulars of the Authorized Signatory	
	a) Name	
	b) Designation	
	c) Contact Number	
	d) Fax no.	
	e) E-mail id	
6	Name, address and account number of the Bidder's banker	
7	PAN of the Bidder Company/Firm	
8	GST registration number of the Bidder Company/Firm	
9	Details of Partners of the Bidder	(As per Annexure ID)
10	List of full time professional staff of the Bidder.	(As per Annexure IE & IF)
11	Presence in how many towns/ cities in India – Please furnish names of cities/ centers	
12	Any other Information considered relevant by the bidder.	

(Signature, name and designation of the authorized signatory)

**ANNEXURE B(i) - DETAILS OF BIDDER**

<b>Name of the Bidder with Head office Address</b>	<b>Registration Number with ICAI/ MCA as applicable*</b>

RFP Reference No : GeM/B/2025/6112036

<b>Financial Year</b>	<b>Turnover (in Rs.)</b>	<b>Net Profit/Loss (in Rs.)</b>	<b>Net Worth (in Rs.)</b>
2021-22			
2022-23			
2023-24			

\*ICAI – Institute of Chartered Accountants of India MCA - Ministry of Corporate Affairs

(Signature, name and designation of the authorised signatory)

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

**ANNEXURE B(ii) - DETAILS OF PARTNERS/DIRECTORS OF THE BIDDER**

RFP Reference No : GeM/B/2025/6112036

<b>S. No.</b>	<b>Name of the Partners</b>	<b>Membership No. of Partner with ICAI</b>

(Signature, name and designation of the authorised signatory)

**ANNEXURE C - CERTIFICATE REGARDING RFP**

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

RFP Reference No : GeM/B/2025/6112036

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

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

Bidder Name:

Registered Address of the Bidder:

<b>Shareholding structure of the Bidder as on 31.03.2024</b>		
<b>%age of shares held</b>	<b>Name of holding Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

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

Registered Address of the Bidder's Parent Company:

<b>Shareholding structure of the Bidder's Parent Company as on 31.03.2024</b>		
<b>%age of shares held</b>	<b>Name of holding Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

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

Date:

Place:

Signature of Authorized

Signatory Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:



**ANNEXURE D - PERFORMANCE CERTIFICATE FOR END-TO-END SOLUTION AND SERVICES FOR FILING OF TDS/TCS & GST**

**To be provided on letter head of the issuing company**

**To,  
The General Manager  
Accounts and Audit Department  
Andhra Pragati Grameena Bank  
Head Office  
Kadapa –516003**

RFP Reference No ; GeM/B/2025/6112036

Reg.: RFP FOR APPOINTMENT OF TDS/TCS AND GST CONSULTANT FOR FILING OF TDS/TCS, GST RETURNS AND ADDRESSING RELATED MATTERS

Sir,

This is to certify that M/s..... is currently providing end-to-end TDS/TCS & GST Management solutions in our Bank which includes following activities:

- a.
- b.
- c.
- d.
- e.

The period of above contract is from .....to.....

The performance of M/s ..... are satisfactory. The certificate has been issued on the specific request of the company.

Date:

Place:

Signature of Authorized Signatory

Name of Authorized Signatory

Designation:

Email ID:

Mobile No:

Telephone No.:

**ANNEXURE E - PARAMETERS FOR TECHNICAL EVALUATION OF TECHNICAL BID**

S.No	Parameter	Basis of evaluation	Marking System		
			Criteria	Max Marks	
1	No. of Fully completed years of establishment as on date of bid submission of RFP	Certificate of Incorporation	1 Mark for each fully completed year of experience.	10	
2	No of years of experience handling TDS/TCS & GST related work of Banks/Branches.	Certificate from Banks/FI	Branch Strength	Marks Per Bank per Year	30
			Bank with branch strength 1000 branches & above	3 Marks	
3	Experience in End To End Solution And Services For Filing Of Tds /TCS & GST Returns	Client Credential Letter/ Completion Certificate stating the status of Implementation.	Years' of Experience	Marks per bank	30
			3 YEARS	5 Marks	
			3 TO 5 YEARS	7 Marks	
			More than 5 Yrs	10 Marks	
4	Adequacy of manpower to take care of Bank's requirements for successful TDS/TCS & GST compliance		2 Marks for each Professional staff maximum of 10 marks	10	
			"Professional Staff" means full-time staff with minimum qualification of Chartered Accountant/Cost Accountant/CPA/B.TECH (Computer Science/IT) /MCA or Cost Accountant / on the payroll of the bidder firm		
5	Bidder having TIN-FC for filing of TDS/TCS returns directly to NSDL. Company should be registered as ERI(E-Return Intermediary) in its own name or in the name of its subsidiary Chartered Accountant firm and/or in the name of any director of the firm/company.	Copy of the Valid Certificate(s) to be provided	Having Certificate : 5 marks Not Having Certificate : 0 marks	5	
6	Average annual Turnover for the last 3 years	As per Audited P&L and Balance sheet of firm/Company	Turnover	Marks	15
			7 cr to 10 Cr	5	
			10 Cr to 15 Cr	10	
			Above 15 Cr	15	
Total				100	

**ANNEXURE F-SELF DECLARATION –\_BLACKLISTING**

**To,  
The General Manager  
Accounts and Audit Department  
Andhra Pragati Grameena Bank  
Head Office  
Kadapa-516003**

Dear Sir,

RFP Reference No : GeM/B/2025/6112036

**Sub: APPOINTMENT OF TDS/TCS AND GST CONSULTANT FOR FILING OF TDS/TCS,  
GST RETURNS AND ADDRESSING RELATED MATTERS**

We certify that, we have not been blacklisted / debarred / disqualified / by any regulator/  
statutory body / Financial Institutions or a public sector undertaking in India as on date of issue  
of RFP.

**Authorized Signatory**

**Name and Designation**

**Office Seal**

**Place:**

**ANNEXURE G -SELF DECLARATION**

**To,  
The General Manager  
Accounts and Audit Department  
Andhra Pragati Grameena Bank  
Head Office  
Kadapa-516003**

Dear Sir,

RFP Reference No : GeM/B/2025/6112036

**Sub: APPOINTMENT OF TDS/TCS AND GST CONSULTANT FOR FILING OF TDS/TCS,  
GST RETURNS AND ADDRESSING RELATED MATTERS**

We certify that, the firm is not be owned or controlled by any present Director or employee of Canara bank/ APGB

**Authorized Signatory**

**Name and Designation**

**Office Seal**

**Place:**

**ANNEXURE H-LETTER OF UNDERTAKING**

To,  
The General Manager  
Accounts and Audit Department  
Andhra Pragati Grameena Bank  
Head Office  
Kadapa –516003

Dear Sir,

RFP Reference No : GeM/B/2025/6112036

**Sub: APPOINTMENT OF TDS/TCS AND GST CONSULTANT FOR FILING OF TDS/TCS, GST RETURNS AND ADDRESSING RELATED MATTERS**

1. We hereby confirm that we agree to all the RFP terms and conditions of the RFP no:\_\_\_\_\_, its Annexes, amendments made to this RFP without any pre- conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. We also undertake to submit the service level agreement and non-disclosure agreements as per the format provided in the RFP ref No.....
4. We also declare that our company/firm not under any Bankruptcy or Liquidation process and complies to the law of land. We also understand that; our bid shall be liable for rejection if our declaration if found incorrect.
5. We declare that we are not being involved in any litigation which threatens solvency of company. Details of addresses, contact details and corresponding document is to be attached.
6. We declare that we are complying with Labour Laws.
7. We declare that all the technical features highlighted as part of Scope of work are covered in totality in the proposal submitted.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2024.

Yours faithfully,

**Authorized Signatory**

**Name and Designation**

**Office Seal**

**Place:**

**Date:**

**Enclosed: Power of attorney/Letter of authorization**

**ANNEXURE I-FORMAT FOR COMMERCIAL BID FORMAT**  
**(NOT TO BE SUBMITTED ALONG WITH TECHNICAL BID)**

1. Name of Bidder :
2. Address of Corporate Office :

**COMMERCIALS FOR APPOINTMENT OF TDS/TCS AND GST CONSULTANT FOR FILING OF TDS/TCS, GST RETURNS AND ADDRESSING RELATED MATTERS**

RFP Reference No: GeM/B/2025/6112036

Description	Total Number of Branches	Price (For all Branches/ Offices) Per Quarter	GST @ 18%	Total (For all Branches/ Offices) per Quarter	Total (For all Branches/ Offices) for 12 Quarters
(I)	(II)	(III)	(IV)	$(V) = (III) + (IV) * 561$	$VI = V*12$
Income tax returns	561# No of Branches as on 31.03.2025 = 551 + 9 Regional Offices, Head Office – 1				
GST Returns					
TOTAL					

# Tentative +/- 10%

Notes:

- 1 All Deliverables to be supplied as per RFP requirements provided in the RFP document.
- 2 The service Charges need to include all services mentioned in the RFP.
- 3 Any column left blank by the bidder will result in disqualification of the bid.
- 4 This shall be inclusive of all the components and services mentioned in the RFP document as per scope mentioned in Annexure – I.
- 5 Prices quoted shall be inclusive of all taxes, duties and GST.
- 6 Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. Any upward / downward revision in GST will be borne by Bank.
- 7 The prices quoted should also include charges towards freight, forwarding, delivery, installation, insurance charges, transportation, configuration/reconfiguration and integration, Travel, lodging, boarding, other administrative expenses. Bank will not pay any additional charges other than those mentioned above for deriving Total Cost of Ownership.
- 8 The branches and office mentioned above may be increased /decreased as per Bank requirements. For increased branches, the price per branch /office quoted in commercial bid shall prevail.

- 9 Bank reserves the right to re-negotiate the price for any of the line items furnished above, in case the rates offered are arbitrary and not as per market prices.
- 10 Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 11 If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- 12 If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 13 If there is discrepancy in the total arrived at (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished by the bidder.
- 14 If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.

We certify that the items quoted above meet all the technical specifications, Functional requirements, technical requirements as per Annexures of this RFP and prices quoted are all in compliance with the terms of this RFP. We also confirm that we agree to all the terms and conditions mentioned in this RFP document. We also agree that this offer shall remain valid for a period of 180 days from the last date of submission of Proposal or such further period as may be mutually agreed upon.

**Authorized Signatory:**  
**Name and Designation:**

**Annexure – J**

**BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT**

WHEREAS \_\_\_\_\_ (Name of bidder) (hereinafter called "the bidder " has submitted its RFP dated \_\_\_\_\_ (Date) for the execution of (Name of Contract) \_\_\_\_\_ (hereinafter called "the RFP") in favour of Andhra Pragathi Grameena Bank hereinafter called the " Purchaser ";

KNOW ALL MEN by these presents that we, \_\_\_\_\_ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at \_\_\_\_\_ amongst others a branch at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto the employer for the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the bidder withdraws its RFP during the period of RFP validity specified in the RFP; or
- (b) If the bidder having been notified of the acceptance of his RFP by the Employer during the period of RFP validity;
  - i. Fails or refuses to execute the Agreement, if required; or
  - ii. Fails or refuses to furnish the performance security or security Deposit, in accordance with Terms and Conditions of this RFP.

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

Notwithstanding anything contained herein,

- 1) our liability under \_\_\_\_\_ this Bank guarantee shall not exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- 2) The bank Guarantee is valid upto \_\_\_\_\_ and
- 3) 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 \_\_\_\_\_ (m e n t i o n period of the Guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**SIGNATURE OF THE BANK**



## ANNEXURE - K- AGREEMENT FORMAT

The memorandum of agreement concluded at Kadapa this ..... day of.....2025 between Andhra Pragathi Grameena Bank, a body corporate constitute under the Regional Rural Act 1976 carrying on banking business and having its Head Office at Kadapa, Andhra Pradesh, India (here in after referred as the Bank) on the one part and M/s..... (TDS/TCS & GST Services Consultancy) hereinafter called “Service Provider” of the other part:

WHEREAS the Bank has invited quotations for APPOINTMENT OF TDS/TCS AND GST CONSULTANT FOR FILING OF TDS/TCS, GST RETURNS AND ADDRESSING RELATED MATTERS. The Bank has received the same and the Consultant has accepted the terms and conditions of the offer as described below and agreed to undertake the Contract on the following terms and conditions. The quoted prices (hereafter called “The Contract Price”) are as under.

The details of rates for three years (12 Quarters) i.e from FY 2025-26 to 2027-28 are as under:

Descriptio n	Total Number of Branches	Price (For all Branches/ Offices) Per Quarter	GST @ 18%	Total (For all Branches/ Offices) per Quarter	Total (For all Branches/ Offices) for 12 Quarters
(I)	(II)	(III)	(IV)	$((V) = (III) + (IV)) * 561$	$VI = V*12$
Income tax returns	561# No of Branches as on 31.03.2025 = 561 + 9 Regional Offices, Head Office – 1				
GST Returns					
TOTAL					

# Tentative +/- 10%

Having considered the same, the bank has accepted the quotation and accorded Contract (TDS/TCS, GST RETURNS AND ADDRESSING RELATED MATTERS) the period from three years (12 Quarters) i.e from FY 2025-26 to 2027-28 Both the Service Provider/Consultant and the Bank have mutually agreed to the below mentioned terms and conditions.

NOW THE AGREEMENT WITNESSETH AS FOLLOWS;

1. The contract will be valid for a period of 3 years, i.e., for FY 2025-26, 2026-27, and 2027-28, or 3 years from the date the SLA is signed, whichever is later. The total

duration will be 12 quarters. If the SLA comes into effect during a delayed quarter in FY 2025-26, the contract period will commence from that quarter.

2. The Contract is Comprehensive, Any other related services /returns in the present and future in this connection shall be handled by the Consultant only
3. The Quarterly payment of charges @ ₹ \_\_\_\_\_/- (base price) per Quarter per branch shall be paid only after submission of reports for that Quarter to HO AAD.
4. The complaints should be addressed within 7 working days of the complaint lodge time.
  - i. If the complaints are not addressed within a maximum period of 15 days as per the escalation matrix or the deadline given by the bank/Regulatory whichever is earlier, a penalty will be levied @ ₹ 500/- per day up to a maximum amount of ₹ 5000/- or Penalty charged to the bank by the regulator /Tax authorities etc.
  - ii. The penalty amount will be deducted at the time of payment.
5. If the service is not satisfactory during the Contract period, the bank has the right to cancel the order at any point of time and the amount will be paid on pro rata basis for that quarter.
6. Pending complaints list shall be submitted to HO, AAD on every Monday by 11 A.M. Quarterly payment will be made only after checking the submission of weekly reports.
7. All GST related returns should be filed timely and enable us to claim GST-input credit tax at our end. Any loss of input tax credit to the Bank on account of delay/wrong filing of GST returns shall be recovered from you.

In witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
the

said .....

Name:

For \_\_\_\_\_

In the presence of: .....

Name:

Signed, Sealed and Delivered by

said .....

For Andhra Pragathi Grameena Bank

In the presence of.....

**ANNEXURE – L**  
**SECURITY DEPOSIT FORMAT**

**BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT**

Guarantee No.....

Amount of Guarantee Rs.....

Guarantee cover from Dated: .....

To Dated: .....

Last Date for Lodgment of claim: .....

To:

.....  
.....  
.....  
.....

In consideration of ..... (herein after called "Beneficiary")  
having agreed to exempt- - - - - Ltd., having its Registered Office situated at  
..... (herein after called the "the obligator(s)") from the demand  
of security deposit of  
Rs \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) under the terms and conditions of an agreement dated \_\_\_\_\_  
(hereinafter called the "said Agreement") for the due fulfillment by the said obligator of the  
terms and conditions contained in the said agreement, on production of the Bank Guarantee  
for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only), at the  
request of the obligator \_\_\_\_\_ Bank, a body corporate constituted under the Banking  
Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office  
at \_\_\_\_\_ amongst others a branch at \_\_\_\_\_ (hereinafter referred to as "the  
Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not  
exceeding Rs..... (Rupees ..... only)  
against any loss or damage caused to or suffered or would be caused to or suffered by reason  
of any breach by the said Obligator(s) of any of the terms and conditions contained in the said  
agreement.

1. We, the Bank to hereby undertake to pay the amount payable under this guarantee  
without any demur merely on a demand from the beneficiary stating that the amount  
claimed is due by way of loss or damage caused to or would be caused to or  
suffered by reason or any breach of the terms and conditions contained in the said  
agreement or by reason of the obligator's failure to perform the said agreement.  
Any such demand in writing made on the Bank shall be conclusive as regards the  
amount due and payable by the Bank under the guarantee. However, our liability  
under this guarantee shall be restricted to an amount not exceeding  
Rs.....

2. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before ..... we shall be discharged from all liabilities under this guarantee thereafter.
3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.
4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the prior consent of the beneficiary in writing.
5. Notwithstanding anything contained herein:
  - (i) Our liability under this Bank Guarantee shall not exceed Rs. .... (Rupees only)
  - (ii) This Bank Guarantee is valid upto 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 the guarantee as found under clause (ii) above plus claim period)

Place:

**Date: :**

**Signature:**

**Annexure M**  
**Certificate of waiver for MSE Firms**  
**(in Letter head of Chartered Accountant)**

**Ref. No.**

**Date:**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_ has made an investment of Rs. \_\_\_\_\_ in \_\_\_\_\_, as per Audited Balance Sheet as on 31.03.2024. Further we certify that the Company is classified under Micro and Small Enterprise (MSE) as per MSME Act 2006 and subsequent government notifications.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name

Firm seal

Signature:

Name:

Reg No.

Vid No.