



ONLINE REQUEST FOR PROPOSAL (e-RFP)

For

**ENGAGEMENT OF ADVISOR/CONSULTANT FOR
GOODS AND SERVICES TAX (GST) COMPLIANCE**

e-RFP Ref. No.JKB/CHQ/Finance/Consultant-GST/2023-808
Dated: 22-09-2023

Issued By
J&K Bank,
FINANCE DEPARTMENT,
Corporate Headquarters
M. A. Road, Srinagar - 190001
e-mail: gst.chq@jkbmail.com

J&K BANK LIMITED,

The information contained in this Request for Proposal (RFP)/Expression of Interest (EOI) document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form, by or on behalf of The Jammu & Kashmir Bank Limited (J&K Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP/EOI document and all other terms and conditions, subject to which such information is provided.

This RFP/EOI document is not an agreement and is neither an offer nor an invitation to offer by J&K Bank. This RFP/EOI is to invite proposals from applicants who are qualified to submit the bids ("Bidders"). The purpose of this RFP/EOI is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids). This RFP/EOI does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP/EOI and wherever felt necessary obtain independent advice. J&K 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/EOI.

J&K Bank does not undertake to provide any Bidder with access to update the information in this RFP/EOI document or to correct any inaccuracies if any therein, which may become apparent. J&K Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP/EOI and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed in website of J&K Bank. Any information contained in this RFP/EOI document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by J&K Bank.

The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Further, J&K Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP/EOI.

J&K Bank reserves the right to reject any or all the Bids received in response to this RFP/EOI at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of J&K Bank shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

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ONLINE REQUEST FOR PROPOSAL (e-RFP) FOR APPOINTMENT OF ADVISOR/ CONSULTANT FOR GOODS AND SERVICE TAX (GST) COMPLIANCE

1. BID DETAILS

e-RFP Ref. No.	JKB/CHQ/Finance/Consultant-GST/2023-808 Dated: 22-09-2023
Department Name	GST DEPARTMENT
Mode of Bids Submission Online	Online, through Bank's e-Tendering Service Provider's portal https://jkbank.abcprocure.com
Contact details of issuing Department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	CA Fayaz Ahmad Ganai (Chief Manager), Incharge GST, Corporate Headquarters M. A. Road Srinagar, 190 001 e-mail: fayaz.ganai@jkbmail.com Ph.No. 0194-2502653 M. No. +91-7006068370
Tender Type	Open
Earnest Money Deposit (EMD) (Refundable)	Rs. 20,000/- (Rupees Twenty Thousand Only) to be transferred to Bank through NEFT/RTGS mode.to be transferred to the following a/c with Bank details given as: Account Name: Earnest Money Deposit (EMD) 16-digit Account No : 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001
Bid Document Availability including changes/amendments, if any to be issued	Document can be downloaded from Bank's e-Tendering Service Provider's Portal https://jkbank.abcprocure.com w.e.f. September 25, 2023 16.00 Hrs. to October 16, 2023 17.00 Hrs.
Last date for Pre-Bids Queries & Submission Mode	All clarifications / queries shall be raised only through e-tendering portal https://jkbank.abcprocure.com by or before October 03, 2023 17.00 Hrs.
Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on October 10, 2023
Last date and time for Bid submission	October 16 2023 17.00 Hrs.
Eligibility & Technical Criteria	As per RFP Document

Updating/Amendments/Corrigendum	All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com only
Place of opening of Technical Bids and Financial Bids	J&K Bank, Corporate Headquarters, M.A. Road, Srinagar 190001. Representatives of bidders may be present during opening of the Bid. However, Bids would be opened even in the absence of any or all of the bidders' representatives
For e-Tender related Queries	<p>Service provider: M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat</p> <p>Help Desk: Contact Persons: Nandan Valera Mobile No.: 9081000427/ 9904406300 /9510812960 / 9510812971 / 9374519729 Landline: 079-68136831/ 6857 / 6820 / 6843 / 6853 / 6829 / 6835 / 6863 / 6852 / 6840</p>

2. Overview

J&K Bank Limited (J&K Bank), a company incorporated and registered under Companies Act, 1956 and a banking company under section 5 (c) of the Banking Regulation Act, 1949, is an old Private Sector Bank that rides on a cutting edge Core Banking platform. J&K has network of 985 business units (as on March 31, 2023) spread across India. The state/union territory wise number of branches is as under-

State/UT	Count
J&K	824
DELHI	28
Telangana	2
UP	16
BIHAR	1
West Bengal	2
KARNATAKA	8
PUNJAB	18
MP	2
MAHARASHTRA	13
GUJARAT	4
Tamil Nadu	4
CHHATTISGARH	1
Uttarakhand	3
HARYANA	10
Chandigarh	1
GOA	1
Himachal Pradesh	5
Jharkhand	1

KERALA	2
Rajasthan	2
LADAKH	37
Total	985

J&K Bank offers wide range of products and services to both Corporate and Retail Customers. J&K also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, Mobile Banking, etc.

3. Purpose

Since the Bank is required to comply with provisions of GST Provisions, the Bank invites Request for Proposal (RFP)/Expression of Interest (EOI) from consultants of repute and proven track record to advise the bank for compliance with GST rules on day to day basis.

Detailed activities/functions that the selected consultant is expected to perform is given in Terms of Reference (TOR) given in Annexure E.

4. Invitation

The Bank invites Proposals (the “Proposals”) for selection of a GST Advisor/consultant who shall assist/advise the Bank in compliance with the provisions of Goods and Service tax (GST), as detailed in Terms of Reference.

The bidders desirous of taking up the project are invited to submit their technical and commercial proposal in response to this RFP/EOI in a manner as mentioned in Para 12 of this document. The applicants should have necessary experience, capability and expertise to perform, as per the scope of work and to meet the Bank’s requirements/terms and conditions outlined in the RFP/EOI. The RFP/EOI is not an offer by J&K Bank, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP/EOI process unless and until a formal contract is signed and executed by duly authorized official(s) of J&K Bank with a Successful Advisor/Consultant.

5. Definitions

- a. “Bank” means J&K Bank Limited, registered under Companies Act 2013, which has invited the bids for advisory/consultancy services, and with which the selected consultant signs the contract for the services to be rendered and to whom the selected consultant shall provide services as per the terms and conditions and terms of reference of the contract.
- b. “Bidder” means a consultant who is submitting its proposal for providing services to J&K Bank.
- c. “Advisor/Consultant” means any entity or firm or an association of persons submitting its proposal for providing services to J&K Bank.
- d. “Contract” means the contract signed by the parties and all the attached documents and

the appendices.

- e. “Day” means calendar day.
- f. “Personnel” means professionals provided by the advisor/consultant to perform the services or any part thereof.
- g. “Proposal” means the technical proposal and the commercial proposal.
- h. “RFP/EOI” means this “Request for Proposal” prepared by J&K Bank for the selection of advisor/consultant.
- i. “Assignment/job” means the work to be performed by the advisor/consultant pursuant to the contract.
- j. “Terms of Reference (TOR) means the document included in the RFP/EOI which explains the scope of work, activities, tasks to be performed, etc.
- k. “Balance Sheet size” means the total of assets side of the balance sheet.
- l. The term advisor/consultant, applicant and bidder have been used interchangeably in the RFP/EOI document.

6. Eligibility Criteria:

- 6.1. The Applicant should fulfill the eligibility criteria given in Annexure A.

6.2. Conflict of Interest:

- 6.2.1. J&K Bank requires that the advisor/consultant provide professional, objective, and impartial advice, and at all times hold interests of the Bank paramount, strictly avoid conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from J&K Bank.
- 6.2.2. Without limitation on the generality of the foregoing, the advisor/consultant, and any of their affiliates, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:
- i. **Conflicting assignment/job:** The Advisor/consultant (including its personnel) or any of its affiliates shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/job of consultancy to be executed for the same and/or for another organization.
 - ii. **Conflicting relationships:** The consultant or any of its affiliates (including its personnel) having a business or family relationship with a member of J&K Bank staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to J&K Bank throughout the selection process and the execution of the contract.

The Advisor/consultant has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interests of the Bank, or that may reasonably be perceived as having this effect. If the advisor/consultant fails to disclose such conflicts of interest and if the Bank comes to know of such a situation at any time, then the Bank reserves the right to disqualify the consultant during the bidding process or to terminate its contract during the tenure of assignment.

- 6.3. Employees of J&K Bank shall not work as, for or be a part of, the Advisor/consultant.
- 6.4. Internal/Concurrent/Central or branch Statutory auditor/Income tax auditor of the Bank, whether working with the organization or independently practicing chartered account being an individual CA or a firm of chartered accountants are not eligible to be appointed as GST Advisor/Consultant.

7. Terms of Reference: As given in Annexure E.

8. Earnest Money Deposit (EMD)

- i. The Bidder shall submit the EMD of **Rs.20000.00** (Rupees Twenty Thousand only) by way of transfer through NEFT/RTGS to **J&K Bank** (The account details shall be available in the event schedule). EMD may be forfeited in the event of withdrawal of bid during the period of processing of RFP/EOI or in case the selected advisor/consultant fails to sign the contract within the period mentioned herein.
- ii. The EMD of the unsuccessful bidders will be returned as early as possible, after completion of process of selection of the consultant. The EMD of the selected Consultant shall be refunded only after successful completion of one year of contract.
- iii. No interest is payable on the amount of EMD.

9. Clarification and amendment of RFP/EOI documents

- 9.1. The advisor/consultant may request a clarification on any clause of the RFP/EOI documents within the timelines mentioned as per Sr.No.5 of Table given in Para 1 of the RFP/EOI documents and in the manner specified therein. Should the Bank deem it necessary to amend the RFP/EOI as a result of a clarification, it shall do so in accordance with the procedure stated under paragraph 9.2 below.
- 9.2. At any time prior to the deadline for submission of proposal, J&K Bank may modify the bidding document by amendment. Any clarification issued by J&K Bank will be in the form of an addendum/ corrigendum and will be available on online tender portal <https://jkbank.abcpocure.com> only. The amendment will be binding on all bidders. J&K Bank, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account. Interested applicants are advised to frequently visit the web sites for updating themselves about changes, if any, made in the RFP/EOI before the bid submission date.

10. Bidding Document

- 10.1. Detailed description of the objectives, scope of services, and other requirements relating to the Advisor/Consultant are specified in Annexure E of this RFP/EOI. Interested applicants eligible as per Annexure “A” may participate in the Selection Process by submitting the bids as expected in this document.
- 10.2. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation/Selection Process specified in this RFP/EOI in Para 15. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Bank’s decisions are without any right of appeal whatsoever.

11. Preparation of proposals/Bids

- 11.1. The proposal as well as all related correspondence exchanged by the consultants with J&K Bank, shall be written in the English language, bidder who fulfil the criteria specified in Annexure A should submit their bids (i.e. Technical and Commercial Proposal) Online, through Bank’s e-Tendering Service Provider’s portal <https://jkbank.abcpocure.com>. Technical proposal is to be submitted in **Annexure D together with annexures D1 to D3 and other supporting documents. Commercial proposal is to be submitted in Annexure B1.**
- 11.2. The name of the assignment/job/project shall be “Advisor/Consultant to J&K Bank for Compliance of GST”. Detailed scope of the assignment/job has been described in the Terms of Reference Annexure E.
- 11.3. In preparing their technical proposal, consultants are expected to examine in detail the documents comprising the RFP/EOI. Material deficiencies in providing the information requested may result in rejection of a technical proposal.
- 11.4.** The bids shall be in two parts viz. Technical Proposal and Commercial Proposal. Both the Technical and Commercial Proposals shall be submitted online, through Bank’s e-Tendering Service Provider’s portal <https://jkbank.abcpocure.com>

12. Technical Proposals:

- 12.1. The Technical Proposal shall contain the required documents, duly signed by the Authorized Representative of the Applicant, in support of details mentioned in **Annexure A, D-1 to D-3.**
- 12.2. The Technical Proposal will be evaluated for technical suitability as per mandatory eligibility criteria given in Annexure A.
- 12.3. All the firms, who fulfil the mandatory eligibility criteria mentioned in Annexure A will be considered for the allotment of the contact.

13. Commercial Proposals

- 13.1. The Firms are required to submit commercial proposal separately in the manner as mentioned at Para 11.4
- 13.2. The commercial proposal shall clearly indicate the total fee for advising the Bank for/in matters pertaining to compliance of GST for the period of engagement. **The amount quoted shall be excluding applicable taxes. The amount quoted shall include all out of pocket expenses that the consultant may incur on travel/visits for representing the Bank before Revenue authorities upto appellate tribunal level in connection with assessment/appellate proceedings e.t.c.**
- 13.3. Amount as stated in 13.2 should be mentioned both in figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the commercial proposal, the lower of the two shall prevail.
- 13.4. The commercial proposal shall not include any conditions attached to it. Any such conditional commercial proposal shall be liable for rejection. Payment will be made after deducting tax deductible at source as per applicable tax laws.
- 13.5. After scrutiny of the technical proposals, commercial bids will be opened and evaluated.
- 13.6. The commercial bid will be having 100 percent weightage in final selection of the GST Advisor/Consultant.
- 13.7. J&K Bank will select an advisor/consultant firm from among the shortlisted firms based on the lowest commercial bid.

14. Submission, receipt and opening of proposal

- 14.1. The original proposal, both technical and commercial proposals, shall contain no interlineations or overwriting.
- 14.2. An authorized representative of the advisor/consultants shall initial all pages of the RFP/EOI document and sign the original technical and commercial proposals as well as the Annexures. The authorization shall be in the form of a letter or in any other form demonstrating that the representative has been duly authorized to sign and such authorization shall be enclosed with the proposal. The signed technical and commercial proposals shall be marked "original".
- 14.3. J&K Bank shall not be responsible for incomplete proposals. This circumstance may be a cause for proposal rejection.
- 14.4. The bid containing the technical and commercial proposals should be submitted online, through Bank's e-Tendering Service Provider's portal <https://jkbank.abcpocure.com>

15. Proposal evaluation

- 15.1. From the time the proposals are opened to the time the contract is awarded, the consultants should not contact J&K Bank, unless called for. The consultants should also not contact any of the officers/employees or representatives of the Bank on any matter related to its technical proposal and/or commercial proposal with a view to influencing J&K Bank in the examination, evaluation, ranking of proposals, and recommendation for award of contract. Such an effort shall result in the rejection of the consultants' proposals. Canvassing in any form would lead to disqualification of the proposal.
- 15.2. In case of a discrepancy between amount in words and figures, the former will prevail.
- 15.3. J&K Bank reserves the right to accept or reject any or all the proposals without assigning any reasons.

16. Disclaimer

- 16.1. The information contained in this Request for Proposal (RFP)/Expression of Interest (EOI) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of J&K Bank (Bank), is subject to the terms and conditions set out in this RFP/EOI document and all other terms and conditions subject to which such information is provided.
- 16.2. This RFP/EOI is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP/EOI is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP/EOI 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/EOI and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP/EOI. No contractual obligation whatsoever shall arise from the RFP/EOI process until a formal contract is signed and executed by duly authorized officers of the Bank with the Selected Bidder (SB).
- 16.3. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP/EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP/EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP/EOI or arising in any way for participation in this Bid Stage.
- 16.4. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP/EOI.
- 16.5. The issue of this RFP/EOI does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder (SB), as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

- 16.6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid.

17. Contract finalization

- 17.1 The proposal will be the basis for contract to be signed with the selected consultant. The contract shall be finalized within 30 days from date of issuance of final selection letter.

- 17.2 The engagement will come into effect after finalization of the bidder and engagement will end after 24 months from the commencement i.e. if engagement started from **July 01, 2023, the assignment will end on June 30, 2025.**

- 17.3 During this period advisor/consultant will advise (as per the terms of reference given in Annexure E) for compliance of GST. **The payments shall be made on quarterly basis on production of proper bill.** Further, before making payment, it will be ensured that the same is also duly uploaded in GST Network to enable the Bank to take input credit of the same.

- 17.4 The selected consultant has to execute a contract / agreement in accordance with the terms and conditions in the RFP/EOI and in the format approved by J&K Bank. J&K Bank shall have the right not to enter into the contract with the consultant if there is any change in the names made available as per the Annexure D-2 of the RFP/EOI.

- 17.5 J&K Bank will not consider substitution of professional staff, provided as per Annexure D-2, before signing the contract and during the tenure of the assignment unless both parties agree that undue delay in the selection of professional staff makes such substitution unavoidable, or for reasons such as death or medical incapacity, or if the professional staff has left the organization. Any proposed substitute shall have equivalent or better qualifications and experience and complete details be submitted by the consultant within the 15 days of such event.

- 17.6 The contract/ agreement shall **be executed only at Srinagar** and the selected consultant shall bear the cost of stamp duty for the contract/ agreement as applicable in the Union Territory of Jammu & Kashmir.

18 Confidentiality Agreement/Undertaking:

As the successful firm will have access to the data of the Bank, the Bank will require the firm to sign a confidentiality agreement/undertaking indemnity for not disclosing or part with any information relating to the Bank and its data to any person or persons or authorities, without written consent of the Bank. Breach of the same will result in cancellation of the agreement apart from other remedies which shall be available to the Bank against the consultant

19 Indemnification:

The GST Advisor/consultant shall agree to indemnify the Bank against any loss on claims due to loss of data /damage to data of the Bank arising as a consequence of breach of any clause in terms and conditions of the agreement.

20 Termination of Agreement:

A suitable clause for termination by giving suitable notice will be incorporated in the final agreement. The agreement with the selected firm may be cancelled at the Bank's discretion on account of following reason(s):

- a. On refusal to take up the allotted Assignment;
- b. If the firm stands dissolved /reconstituted under the name/style of the firm is changed;
- c. On not abiding by the terms and conditions stipulated in the agreement;
- d. If the performance of the firm is not found satisfactory (viewed as such by the Bank's appropriate authority);
- e. Any other reason that may arise in future.

21. Disciplinary action for professional misconduct:

In case of any professional misconduct observed on the part of the selected firm, in addition to the remedies such as to debar such firm from any future service to the Bank, intimation of such misconduct to the authorities such as RBI/IBA/GOI, etc., the Bank will also be entitled to approach any Court of law or Governing authority such as ICAI.

22. Miscellaneous Terms & Conditions

- 22.1. Until a formal contract is prepared and executed, this offer together with Bank's written acceptance and notification of award shall constitute a binding contract with the consultant.
- 22.2. J&K Bank is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
- 22.3. The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same through uploaded on online tender portal <https://jkbank.abcpocure.com> before the last date for submission of response under this RFP/EOI. The Bidders should be agreeable for the same.
- 22.4. J&K Bank shall have the right to cancel the RFP/EOI process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by J&K Bank, in its sole discretion, may include but are not limited to, the following:
 - a) Services contemplated are no longer required;
 - b) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
 - c) Proposed fees are unacceptable to the Work;
 - d) The Project is not in the best interests of J&K Bank;
 - e) Any other reason.
- 22.5. The Applicants shall be responsible for the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation,

visits to the Bank, etc. The Bank will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

- 22.6. J&K Bank reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP/EOI or even after award of contract.
- 22.7. All pages of RFP/EOI should be stamped and signed by Authorized Signatory of the Bidder and to be submitted with the bids
- 22.8. Bank may choose to take an undertaking from employees of the consultant to maintain confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of consultant's employees, worked/working on Bank's project as may have been undertaken / executed by the consultant. Consultant should be agreeable for any such undertaking/verification.
- 22.9. The selected advisor/consultant shall visit the Corporate Office, Zonal Offices or any Business Unit located across the country as may be required by the Bank. Only for such visits out of pocket expenses related to boarding and lodging shall be borne by the Bank, in addition to agreed remuneration as per the expenditure policy of the Bank for tax consultants.
- 22.10. The amount quoted shall include all out of pocket expenses that the consultant may incur on travel/visits for representing the Bank before Revenue authorities upto appellate tribunal level in connection with assessment/appellate proceedings e.t.c.

Annexure A

Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by the required documents supporting eligibility criteria, the same would be rejected.

Mandatory Eligibility Criteria

Sr. No.	Eligibility Criteria (*)	Documents Required
1.	The bidder should be a Partnership Firm / LLP registered or Incorporated in India. It should not be an Individual/ Proprietary Firm.	A certified true copy of the Limited Liability Partnership Agreement / Certificate of Incorporation / Registration certificate/ Acknowledgement for acceptance for registration (with the Registrar of firms) for partnership firms/LLP)
2.	Bidder should have minimum 5 CA partners. Minimum of 3 FCAs associated with the firm for the period not less than 3 years.	As per constitution certificate issued by ICAI/ICMAI and Self-declaration in Annexure
3	Firm should have remained regular GST Auditor/GST Consultant(Advisor) of atleast 1 Scheduled commercial bank for a minimum period of 1 year (SCBs excluding RRBs, Cooperative Bank and foreign Bank)	Client certificate/appointment Letter. Also provide details as per Annexure D-3. <i>Note: Bank means Scheduled Commercial Banks in India (excluding RRB's and Co-operative banks).</i>
4.	Bidder should have a full-fledged office in India for at least last eight years as on March 31, 2023	Self-declaration supported by documents such as Rent Agreement, Electricity Bill etc.
5.	Bidder shall have a Partner /Qualified CA Staff member with DISA/CISA qualification.	Copy of the CISA/DISA certificates Issued by the regulator in favour of the partners/staff.

6.	<p>The Bidder should not have been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India/State Governments /RBI/ICAI/ Institute of Cost and Management Accountants of India / any Bank and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI/ Institute of Cost and Management Accountants of India /RBI.</p> <p>The Bidder or its affiliates should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against the Applicant or its Affiliates, nor been expelled from any project or agreement nor had any agreement terminated for breach by such Applicant or its Affiliates</p>	A self-declaration by the Bidder on its Letter head.
7.	The Bidder's firm should not be owned or controlled by any Director or Employee (or their Relatives) of J&K Bank.	A self-declaration by the Bidder on its letter head.
8.	The Bidder firm shall not be a firm /entity whose name is appearing in The Indian Bankers Association Caution List	A self-declaration by the Bidder on letter head.

(*) Eligibility Criteria shall include the Bidder along with its Affiliates/ Group companies/ member firms working under the common brand name and engaged in similar activity of accounting advisory/ financial services, registered in India.

Note:

- Documentary evidence needs to be submitted by the bidder for each of the eligibility criteria.
- Self-declaration wherever required needs to be signed by authorized signatory.
- For the purpose of eligibility criteria - all credentials, capabilities, manpower of (i) firms registered with Institute of Chartered Accountants of India/Institute of Cost and Management Accountants of India as network firms of the bidder and (ii) Indian members firms (registered with ICAI/ Institute of Cost Accountants of India) of global network of the bidder firm shall be acceptable.
- Financial Institution means only a Non-Banking Financial Company registered with Reserve Bank of India.

Annexure B

Parameters for evaluation of Proposals

Firms fulfilling all the eligibility criteria mentioned in Annexure A would be considered to have qualified the technical proposal and will be considered for final selection through assessment of commercial proposal.

Parameter for selection of consultant.

Sr.No	Parameters	Weightage %age for Selection Process
1	Technical Parameter	Qualifying Nature
2	Financial Bid	100

For example:

Five consultants namely A, B, C, D & E participated in the bid process. A, B & C qualified the technical parameters.

The quoted prices (excluding applicable GST) for consultants are as under: A= Rs 8 Lacs, B=Rs 10 Lacs, C=Rs 12 Lacs (for 24 month assignment)

The lowest cost quoted in price bid is Rs 8.00 Lacs quoted by “A”. A will be considered for award of contact. In case, “A” is not in a position to enter into the contact, next lowest bidder “B” shall be considered and so on.

The minimum quoted price has been fixed at Rs 8.00 Lacs for 24 months. Any bidder that has quoted an amount less than Rs 8.00 Lacs shall not be considered for selection.

In case, two or more firms have quoted the same price then the Bank shall consider the following parameters serially for selection:

1. The bidder that has served as GST Advisor/Consultant of any public sector/private sector bank (other than Co-operative Bank or RRB) for highest number of years. For this purpose 12 months of continuous service, even though spread over two calendar years, will be considered one year. Part of a year i.e. continuous service for less than 12 months will be ignored.
2. The bidder has served as GST Advisor/Consultant of any public sector bank.
3. The oldest firm/company/LLP as per registration certificate issued by ICAI/ICMAI/certificate of incorporation.

If two or more firms are tied after following the above parameters, Bank shall have right to select one amongst those firms on its sole discretion.

Annexure B1
COMMERCIAL PROPOSAL
Covering Letter
(On Applicant's letter head)

General Manager Finance / CFO,
J&K Bank Limited,
Corporate Headquarters,
M.A. Road, Srinagar
J&K - 190001

Dear Sir,

Subject: Appointment of GST consultant for a period of 24 months - commercial bid

With reference to your RFP Document dated, we submit here below the Commercial Proposal for selection as GST consultant

Fees (Basic) (Amount in INR)	
Amount in words	

I/We agree that this offer shall remain valid for a period of 30 days from the last date of submission of Proposal or such further period as may be mutually agreed upon. The above quoted fee is for the entire Contract. 22.1. The amount quoted shall include all out of pocket expenses that the consultant may incur on travel/visits for representing the Bank before Revenue authorities upto appellate tribunal level in connection with assessment/appellate proceedings e.t.c.

We undertake to deliver the service as envisaged in the RFP.

Yours sincerely,

(Signature, name and designation of the authorized signatory)

Date:

Place:

Note:- GST will be applicable as per the rates in force and will be paid over and above the contract amount.

Annexure: C

Penalty Clause: Bank will reserve the right to deduct from the fee to be paid to the consultant, in the event of the following:

Reason	1 st instance	2 nd instance	3 rd instance
Failing to visit our office as and when required by the Bank.	Caution Note	10%	As decided by the Bank based on materiality
Inordinate delay in responding to the references made by the Bank	Caution Note	10%	As decided by the Bank based on materiality

Note: The selected advisor/consultant shall visit the Corporate Office, Zonal Offices or any Business Unit located across the country as may be required by the Bank. Out of pocket expenses related to boarding and lodging in connection with the visits shall be borne by the Bank, in addition to agreed remuneration as per the expenditure policy of the Bank for tax consultants.

Annexure:D

**PROFORMA OF
APPLICATION FOR BANK'S
GST CONSULTANT/
ADVISOR
(ON OFFICIAL LETTER
HEAD)**

General Manager
Finance/CFO
J&K Bank
Corporate
Headquarters
M.A Road, Srinagar
190001

Dear Sir/Madam,

APPLICATION FOR APPOINTMENT AS GST CONSULTANT/ADVISOR OF THE BANK.

Please find enclosed information in Annexure (D-1 to D-3) concerning us for consideration of our firm to be appointed as GST consultant/Advisor of the Bank.

2. We also confirm that in case our firm is selected as successful bidder, we shall execute the contract in accordance with the terms and conditions in the RFP/EOI as per the format of agreement made available by the Bank.

Date:

Authorized Signatory

Place:

(Name :)

List of Document Enclosed

1. EMD -DD particulars
2. Annexures D to D-3
3. Other documents please specify

PARTICULARS TO BE FURNISHED FOR THE PURPOSE OF APPOINTMENT OF THE GST CONSULTANT/ADVISOR

S.No	Description	
1	Name of the firm	
2	Firm No. allotted by ICAI*	
3	Address	
4	Email	
5	Contact number/s (Tel/Mobile)	
6	Office address in Srinagar (if different from above)	
7	Presence in how many towns in India.(Provide Address)	
8	Year of establishment	
	No. of completed years for which practicing in India as on 31.03.2020	
9	Names of five partners * (membership certificates issued by ICAI should be enclosed)	
10	Name of Partners Stationed at Srinagar	
11	Person(s) proposed to be assigned for the services and his/their profiles	
12	Name, address and account number of the firm's banker(s)	
13	PAN of the firm *	
14	GSTN of the firm *	
15	Number of Employees	
17	Number of C.A. Employees in the firm (out of above)	
18	Number of Partners/Employees who have done DISA/CISA	
19	Net worth as on 31.03.2022	
19	Turnover during last three financial years	
	2019-20	
	2020-21	
	2021-22	
20	Details of major assignments.	
21	Any other information considered relevant.	

(Please attach separate sheets if space is not sufficient in any row, duly mentioning the row number and description)

Place:

Authorized Signatory

Date:

* Self attested copies in support of the information should be submitted

(Name) Seal

Annexure: D-2

DETAILS OF PARTNERS AND C.A/DISA/CISA EMPLOYEES OF THE FIRM
(Limit the list to 15 members)

SR.NO.	NAME	Capacity (Partner/ Employee)	Qualificatio n (C.A./CISA / DISA)	CA MEMBERSHIP NUMBER (if Applicable)	EXPERIENCE	YEARS WITH THE FIRM	REMARKS

Authorized Signatory

(Name)

Seal

Self-attested copies of certificates of CA membership/DISA/CISA should be submitted.

Annexure: D-3

PARTICULARS OF THE CONTRACTS VIS A VIS GST ADVISOR/AUDITOR/CONSULTANT IN BANKS
(FROM 01.07.2017 ONWARDS)

SR.NO	NAME OF THE ORGANISATION	Period of Contract (from DD/MM/YY to DD/MM/YY)	SCOPE OF WORK	PERSON IN CHARGE FROM CLIENT SIDE WITH CONTACT NUMBER AND EMAIL ID.

Authorized Signatory

(Name)

Seal

Note: Copy of the Bank's appointment letter in support of the information above should be submitted.

(Annexure E)

Term of Reference (TOR)
Scope of Work/ Term of Reference

Advisory Services:

- i. To provide opinion to Bank on valuation and taxability of various income streams (interest, service charges, fees and commission, etc.) with respect to GST;
- ii. To provide opinion on valuation and taxability of import and export of services;
- iii. Check the accuracy and correctness of the GST master guidelines issued by the Bank or to be issued in future.
- iv. To guide/advise the Bank on availment of Input Tax credit (under GST) of various input services/Inputs/Capital goods;
- v. To guide/advise the Bank in respect of accounting of GST (including but not limited to output and input services);
- vi. Providing opinions/comments/clarifications on various GST issues raised by the branches/offices of the Bank
- vii. To update GST Department of the Bank at Corporate Headquarters, Srinagar about the amendments/notifications/circulars/orders/clarifications issued by CBIC/GST Council/GST Commissionerate(s) that are related to Banking and then assist in drafting the instructions to be circulated to operative levels of the Bank.
- viii. To work in close co-ordination with the software vendors of the Bank viz a viz GST customizations in Core Banking Solution (CBS) or any other software being used by the Bank with respect to GST compliance.
- ix. To advise on Vendor management to ensure that the Bank optimizes the utilization of input tax credit and ensuring tax compliance.
- x. To provide clarifications/assistance to the Bank with respect to filing of GST returns.
- xi. To file the annual GST returns/reconciliation statement (GSTR 9 & GSTR 9C) for all states and UTs.
- xii. To draft replies/assist in drafting replies to queries raised by revenue authorities (GST auditors from Government) or statutory auditors/CAG/RBI.
- xiii. To draft replies in co-ordination with GST Department of the Bank to queries/show cause notices issued by GST Authorities in respect of periods pertaining to service tax regime i.e., period prior to July 01, 2017.
- xiv. To work in close co-ordination with the GST Department of the Bank and assist/guide for making timely appeals before GST/Service Tax Appellate authorities/High Courts in respect of the assessment orders, if any, issued by authorities.
- xv. To represent the Bank in matters of service tax/GST before revenue authorities upto appellate tribunal level including the matters of Advance Ruling.
- xvi. To work in co-ordination with Advocates/Lawyers hired by the Bank for representing before Courts of Law.
- xvii. Certifications for GST refunds.