



**ONLINE REQUEST FOR PROPOSAL (E-RFP)
FOR
FOR APPOINTMENT OF CONSULTANT FOR INCOME TAX
MATTERS**

**e-RFP Ref No. JKB/CHQ/BST/Consultant-Income-Tax/2025-1417
Dated: 31-05-2025**

J&K Bank,
FINANCE DEPARTMENT,
Corporate Headquarters
M. A. Road, Srinagar - 190001

J&K BANK LIMITED,

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

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

J&K Bank does not undertake to provide any Bidder with access to update the information in this RFP 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 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 Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by J&K Bank.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 requirement 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.

J&K Bank reserves the right to reject any or all the Bids received in response to this RFP 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.

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 or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

TABLE OF CONTENTS	
1	Bid details
2	Overview
3	Purpose
4	Invitation
5	Definitions
6	Eligibility Criteria
7	Terms of Reference
8	Earnest Money Deposit (EMD)
9	Clarification and amendment of RFP documents
10	Bidding Document
11	Preparation of proposal /Bid
12	Technical Proposals
13	Commercial Proposal
14	Submission, receipt and opening of proposal
15	Proposal evaluation
16	Disclaimer
17	Contract finalization
18	Confidentiality Agreement / Undertaking
19	Indemnification
20	Termination of Agreement
21	Disciplinary action for professional misconduct
22	Miscellaneous Terms & Conditions

TABLE OF CONTENTS	
Annexure A	Eligibility Criteria
Annexure B	Parameter for selection of Consultant
Annexure C	Penalty Clause
Annexure D	Proforma of Application for Bank's Tax Consultant
Annexure D-1	Particulars to be furnished for the Purpose of Engagement of the Tax Consultant
Annexure D-2	Details of Partners and CA/DISA/CISA Employees of the firm.
Annexure D-3	Particulars of the contracts viz-a-viz Income Tax Consultant in Banks/Financial Institutions engaged in Financial Services (From 01.07.2017 onwards).
Annexure E	Terms of Reference

1. BID DETAILS

e-RFP Reference Number	JKB/CHQ/BST/Consultant-Income-Tax/2025-1417 Dated: 31-05-2025
Department Name	Finance Department, Corporate Headquarters, M.A. Road, Srinagar 190 001 J&K
Tender Details	APPOINTMENT OF CONSULTANT FOR INCOME TAX MATTERS
Contact details of issuing Department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	CA Fayaz Ahmad Ganai (Asstt. General Manager), Incharge Finance Department, Corporate Headquarters M. A. Road Srinagar, 190 001 e-mail: bstchg@jkbmail.com Ph.No. 0194-2481930-35(Ext 1103) Mob. 7006068370
Tender Type	Open
Contract Period	Completion of assignment
Bid Document Availability including changes/amendments, if any to be issued	NIT can be downloaded from and submitted on Bank's e-Tendering Services Provider's Portal https://jkbank.abcprocure.com from
	June 03, 2025 17.00 Hrs. To June 24, 2025 17.00 Hrs.
Last Date for Pre-Bid Queries & submission Mode	All Clarifications / Queries shall be raised online only through tendering Portal https://jkbank.abcprocure.com by or before June 10, 2025 17.00 Hrs.
Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online through prescribed tendering Portal on June 17, 2025
Last Date of Submission of RFP Bid	June 24, 2025, 17.00 Hrs.
Opening of Technical & Commercial Bids	The bids shall be opened on 25/06/2025 at 15:00 Hrs.
Submission of online Technical Bid & Commercial BID	As prescribed in Bank's online tender portal https://jkbank.abcprocure.com

Tender Processing Fee (Non-Refundable)	<p>Rs.5000/- (Rupees Five Thousand only) to be Credited through NEFT only vide below details:</p> <p>Account Name: Tender Fee/Cost Account</p> <p>16-digit Account No : 9931530300000001</p> <p>IFSC Code: JAKA0HRDCHQ (0 denotes zero)</p> <p>Bank: The J&K Bank Ltd</p> <p>Branch: Corporate Headquarters</p> <p>MA Road Srinagar J&K - 190001</p> <p>UTR Number / Tran No. & Date may be uploaded as proof on e-Tendering Portal</p>
Earnest Money Deposit (EMD) (Refundable)	<p>₹ 20,000/- (INR Rupees Twenty Thousand only) to be Credited through Transfer / NEFT /Bank Transfer to below Details:</p> <p>Account Name: Earnest Money deposit (EMD)</p> <p>16-digit Account No : 9931070690000001</p> <p>IFSC Code: JAKA0HRDCHQ(0 denotes zero)</p> <p>Bank: The J&K Bank Ltd</p> <p>Branch: Corporate Headquarters</p> <p>MA Road Srinagar J&K - 190001</p> <p>UTR Number & Date / Tran No. & Date may be uploaded on e-Tendering Portal as Proof of the EMD</p>
Performance Bank Guarantee	10% of the contract price from successful bidder from Scheduled Commercial Bank.
Eligibility & Technical Criteria	As per RFP Document
Updates / Amendments /CORRIGENDUM	<p>All the updates /amendments/ Corrigendum will be uploaded on online tender portal</p> <p>https://jkbank.abcpocure.com</p>
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	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		
	Help Desk:		
	Sr. No	Name	
	1	Sandhya Vekariya – 6352631968	
	2	Suraj Gupta – 6352632310	
	3	Ijlalaehmad Pathan – 6352631902	
	4	Imran Sodagar - 9328931942	

2. Overview

The Jammu & Kashmir Bank Ltd (J&K Bank), Banking Company under the Companies Act-2013 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 Bank has network of around 1050 branches/offices (as on March 31, 2025) spread across India.

J&K Bank offers wide range of products and services to both Corporate and Retail Customers. J&K Bank 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 the Provisions of Income Tax Act, 1961, the Bank invites Request for Proposal (RFP from consultants of repute and proven track record to advise the bank for compliance with Income Tax 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 Tax consultant who shall assist/advise the Bank in compliance with Income Tax matters, 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 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. The RFP 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 process unless and until a formal contract is signed and executed by duly authorized official(s) of J&K Bank with a Successful Consultant.

5. Definitions

- a. “Bank” means J&K Bank Limited, registered under Companies Act 1956, which has invited the bids for 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 of reference of the contract.
- b. “Bidder” means a consultant who is submitting its proposal for providing services to J&K Bank.
- c. “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” means this “Request for Proposal” prepared by J&K Bank for the selection of Consultant.
- i. “Assignment/job” means the work to be performed by the Consultant pursuant to the contract.
- j. “Terms of Reference (TOR) means the document included in the RFP 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 Consultant, applicant and bidder have been used interchangeably in the RFP document.
- m. “Partner/Director” means Partner of a Firm, LLP & Directors of Limited Company

6. **Eligibility Criteria:**

- 6.1. The Applicants shall fulfill the eligibility criteria given in Annexure A.

6.2. **Conflict of Interest:**

- 6.2.1. J&K Bank requires that the Consultant provides 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 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 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 Consultant.
- 6.4. Internal/Concurrent/Central or branch Statutory auditor/Income tax auditor/GST 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 Tax Consultant.

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

8. Earnest Money Deposit (EMD)

- i. The Bidder shall submit the EMD of Rs.20,000/- (Rs. Twenty thousand only) by way of transfer through NEFT to the Prescribed account of **J&K Bank** . EMD may be forfeited in the event of withdrawal of bid during the period of processing of RFP or in case the selected Consultant fails to sign the contract within the period mentioned herein. Proof of the EMD (UTR No. & Date) is to be uploaded on the e-Tendering Portal against EMD option.
- 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 three years of contract; however if the contract period is extended in line with the terms and conditions specified in this RFP then EMD shall be refunded after the expiry of the contract.
- iii. No interest is payable on the amount of Earnest Money Deposit.

9. Clarification and amendment of RFP documents

- 9.1. The Consultant may request a clarification on any clause of the RFP documents within the timelines mentioned as per Sr.No.5 of Table given in Para 1 of the RFP documents and in the manner specified therein. Should the Bank deem it necessary to amend the RFP 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. However, extension of time cannot be claimed as a matter of right and the decision of the Bank in this regard is final and binding. Interested applicants are advised to frequently visit the web sites for updating themselves about changes, if any, made in the RFP before the bid submission date.

10. Bidding Document

- 10.1. Detailed description of the objectives, scope of services, and other requirements relating to the Consultant are specified in Annexure E of this RFP. 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 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.
- 10.3. Cost of Bidding: A non-refundable amount of Rs.5,000/- (Rupees Five Thousand Only) to be deposited in the prescribed account through NEFT only towards Tender Fee/ Cost of Bid documents and proof of the same (UTR no. & date) is to be uploaded on the e-tendering Portal against Tender Fee option. **The Bids without Tender Fee shall be rejected.**

11. Preparation of proposals/Bid

- 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, bidders who fulfil the criteria specified in Annexure A should send their bids (i.e. Technical and Commercial Proposal) Online, through Bank’s e-Tendering Service Provider’s portal <https://jkbank.abcpocure.com> in the format enclosed as **Annexure D together with annexures D1 to D3 and other supporting documents** by or before the date mentioned at Para 1.
- 11.2. The name of the assignment/job/project shall be “Consultant to J&K Bank for Compliance of Income Tax”. 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. 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, 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. The Firms, LLP / Limited Company who fulfill the mandatory eligibility criteria mentioned in Annexure A will be considered for the allotment of the contract.
- 12.4. The Technical Proposal shall have 70 percentage weightage. The Commercial bid will be having 30 percent weightage in final selection of the Consultant.

13. Commercial Proposals

- 13.1. The Firms, LLP / Limited Company are required to submit commercial proposal in a separate envelope in the manner as mentioned at Para 11.4. Commercial Bid format at **Annexure A1**
- 13.2. The commercial proposal shall clearly indicate the annual fee for advising the Bank for/in matters pertaining to Income Tax and for filing of Annual Income Tax Return of the Bank. **The amount quoted shall be excluding applicable taxes.**
- 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 and performance fee for settling various cases of the Bank.
- 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 30 percent weightage in final selection of the Consultant.
- 13.7. Bank will consider only Commercial Bids of the firms, LLP / Limited Company shortlisted in Technical Bids.

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 Consultants shall initial all pages of the RFP 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.abcprocure.com> as per Para 1.

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 document and all other terms and conditions subject to which such information is provided.
- 16.2. This RFP 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 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 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. No contractual obligation whatsoever shall arise from the RFP 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 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.

- 16.4. The issue of this RFP 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.
- 16.5. 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 36 months from the commencement i.e. if engagement started from May 01, 2025, the assignment will end on April 30, 2028.
- 17.3. During this period consultant will advise (as per the terms of reference given in Annexure E) for compliance of Tax. **The payments shall be made on half yearly 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 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.
- 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. The decision of the Bank in this regard shall be final and binding. Any proposed substitute shall have equivalent or better qualifications and experience and complete details be submitted by the consultant within 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.
- 17.7. After the expiry of the three years, the Bank may consider at its own discretion to extend the tenure of the consultant by a period of not more than two years on the same terms and conditions or on the terms and conditions as may be decided by the Bank.

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 Income Tax 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 or without assigning any reason:

- a. On refusal to take up the allotted Assignment;
- b. If the firm stands dissolved /reconstituted, 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 at the discretion of the Bank

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 whatsoever 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.abcpurchase.com> before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- 22.4. J&K Bank shall have the right to cancel the RFP 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 all of 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 or even after award of contract.
- 22.7. All pages of RFP 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 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.
- 22.10. Each Bidder having responded to this RFP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RFP document including any amendments been made thereunder. The Bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP.
- 22.11. The bidder shall not assign or outsource the works undertaken by them under this RFP.
- 22.12. **Corrupt and fraudulent practice-**
- a. The bidders shall observe the highest standard of ethics during the procurement and execution of such contract and shall not to indulge in any corrupt and fraudulent practice.
 - b. 'Corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
 - c. 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
 - d. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - e. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it becomes known that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 22.13. **Dispute resolution/arbitration:** In the case of any dispute arising between parties, the

disputes shall at the first instance be resolved through negotiations. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute then any party can submit the dispute for arbitration under Arbitration and conciliation Act, 1996 through sole arbitrator to be appointed by the bank.

The place of Arbitration shall be Srinagar, India and the language of the arbitration proceedings and that of all the documents and communications between the parties shall be English.

The decision of the arbitrator shall be final and binding upon the parties. The expenses of the arbitrator as determined by the arbitrator shall be borne equally by parties.

- 22.14. The selected bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligation under this contract is the result of an event of force Majeure.

For purpose of this clause, “Force Majeure” means an event beyond the control of the contractor and not involving the contractors fault or negligence and not foreseeable. Such events may be due to but are not restricted to wars, riots, earthquakes, fire, epidemic, quarantine restrictions, any act of god, act of govt of India, trade embargos, or any other such cause, which is beyond the reasonable control of the party.

The party claiming benefit of force majeure shall however not be entitled to the same unless it has intimated the other party of the occurrence of such an event within five working days from the occurrence of such force majeure event indicating therein the steps that it is taking or intending to take to mitigate the effect of such force majeure on the performance of his obligations under this agreement and shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Notwithstanding above, the decision of the bank shall be final and binding on the contractor regarding termination of contract or otherwise”.

- 22.15. The Bank will be within its rights to ask the bidder to furnish any document at any point of time during technical evaluation and failure on the part of bidder to do so may lead to rejection of his bid.

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 / Limited Company registered or Incorporated in India with 10 years of standing. 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 of 5 CA's as qualifying partners/directors of company. Bidder should have minimum 1 DISA/CISA qualified Partner/ Director of company or should be on its payroll for a period not less than one year as on 31.03.2025. At least three CA qualifying partners/directors must be associated with the firm for a period not less than one year as on 31.03.2025.	As per constitution certificate issued by ICAI and Self-declaration in Annexure for firms.
3	The Bidder should have remained regular Income Tax Consultant of at least one Scheduled Commercial Bank(other than RRB/Co-operative Bank). (At least two years of continuous engagement from 01.04.2012 to 31.03.2025)	Client Certificate/ Appointment letter. Also provide details as per Annexure D-3
4.	The Bidder should have a full-fledged office in the Union Territory of Jammu & Kashmir for at least last five years.	Self-declaration supported by documents such as Rent Agreement, Electricity Bill etc.
5.	The Bidder should have average turnover of at least Rupees one crore during last three financial years and should not have negative net worth in any of the last three years.	Copy of the Audited Balance Sheet for last three financial years.
6.	The Bidder should not have been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI/ICAI/ any Bank and should not have any disciplinary proceedings pending against the applicant firm or any of the partners	A self-declaration by the Bidder on its letter head.

	with ICAI / RBI. 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	
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 its 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, LLP / Limited Company registered with Institute of Chartered Accountants of India as network firms of the bidder and (ii) Indian members firms (registered with ICAI) of global network of the bidder firm shall be acceptable.
- Bank means Scheduled Commercial Banks in India (excluding RRB's and Co- operative banks).
- Financial Institution means only a Non-Banking Financial Company registered with Reserve Bank of India.

COMMERCIAL BID
(To be furnished on the bidders's letter head)

Date_____

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

Dear Sir/Madam,

Reg: Commercial Proposal for appointment as Tax Consultant

RFP No. JKB/CHQ/FINANCE/TAX/2025 Dated: 30/05/2025.

In terms of the above mentioned RFP document we submit herewith the commercial bid (fees) for the assignment proposed by the Bank as Tax Consultant. The below quoted price is excluding the applicable taxes.

	Consultancy Fees for 3 yrs(Amount in INR)
In figures	
In words	

TERMS & CONDITIONS:

- 1) The above quoted fee is for the entire assignment of three (03) years.
- 2) We undertake to deliver all the deliverables as envisaged in the proposal/agreement.
- 3) Bank will deduct tax (TDS/GST TDS) while releasing payment, if applicable as per the law.
- 4) Goods and Service Tax (GST) will be paid over & above the quoted price..
- 5) Out of pocket expenses for lodging, boarding, travel, local expenses shall be borne by the Bank as per expenditure policy of Bank for Tax Consultants.

Dated this day of 2025

(Signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

Annexure B

Parameters for evaluation of Proposals

Firms, LLP / Limited Company 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.

Sr. No	Parameters	Maximum Marks	Criteria
1	Firm, LLP/limited company Establishment No. of years of practicing in India as on 31.03.2024	15	Practicing continuously in India for last 10 years as on 31.03.2025 - 10 marks 1 mark for each additional year of establishment in India---(maximum 5 marks)
2	Manpower and qualifications- No. of Partners/directors and qualified CA Employees	15	<ul style="list-style-type: none"> Minimum 5 Partners/directors (as on 31.03.2025)----- 10 marks. 1 mark each for additional partner/director/Qualified CA staff (Maximum 12 marks) <hr/> <ul style="list-style-type: none"> 3 marks for at least one partner/director should have passed DISA/CISA and have adequate knowledge of Tax Laws related to Banks. (Maximum 3 marks) <hr/> <p>NOTE: No marks will be awarded to the partner or CA employees having less than one year of association with the firm as on 31.03.2025 either as a partner or as an employee as the case may be.</p>
3	Experience as Tax Consultant (Whole organization level) (At least one year of continuous engagement from 01.04.2012 to 31.03.2025 is required for eligibility)	10	<ul style="list-style-type: none"> 6 marks for assignment as consultant for at least one year of continuous engagement from 01.04.2012 onwards. 4 marks for additional year of engagement as consultant with one Commercial Scheduled Bank/ Financial Institution having at least 800 branches in India (other than RRB, Cooperative Banks and Payment Banks).
4	Firm should have a full-fledged office in the Union Territory of Jammu & Kashmir for at least last five years.	10	<ul style="list-style-type: none"> 7 marks for firm having full-fledged office in UT of J&K for at least last five years. 1 mark for additional two years each. Maximum 10 marks

FINAL EVALUATION- TECHNO-COMMERCIAL EVALUATION:

Parameter for selection of consultant.

Sr.No.	Parameters	Weightage %age for Selection Process
1	Technical Parameter	70%
2	Financial Bid	30%

For Example:

Three consultants namely A, B and C participated in the bid process and their technical score are as under:

A=35, B=45 C= 40

After converting them into percentile, we get

A= $(35/45)*100 = 77.78$

B= $(45/45)*100= 100$

C= $(40/45)*100=88.89$

The quoted prices (for 36 months) for consultants are as under:

A= Rs 1800000, B=Rs 2000000, C=Rs2500000

The final cost (lower cost quoted in price bid, in this case it Rs 8000) quoted by the bidders converted into percentile score shall be as under:

A = $(1800000/1800000)*100 = 100$

B= $(1800000/2000000)*100 = 90$

C= $(1800000/2500000)*100 = 72$

As the weightage for technical parameter and cost are 70% and 30% respectively, the final scores shall be calculated as under:

A= $(77.78*0.7) + (100*0.3) = 84.44$

B= $(100 * 0.7) + (90 * 0.3) = 97.00$

C= $(88.89*0.7) + (72 * 0.3) = 83.82$

Hence, the offer of 'B' (being highest scorer) would be declared as winner and will be called for negotiations before awarding the contract.

In case of failure to enter into a contract with the highest scorer bidder, the offer will be transferred to the next higher bidder and so on.

The minimum quoted price has been fixed at Rs 36.00 Lacs for 36 months. Any bidder that has quoted an amount less than Rs 36.00 Lacs shall not be considered for selection

Note: In case, two or more bidders achieve the highest score, the process of reverse auction will be followed with them.

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% of fee payable	As decided by the Bank based on materiality. Basis: Fee payable.
Inordinate delay in responding to the references made by the Bank	Caution Note	10% of fee payable	As decided by the Bank based on materiality. Basis: Fee payable.

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 travelling, 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 TAX CONSULTANT
(ON OFFICIAL LETTER HEAD)**

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

Dear Sir/Madam,

APPLICATION FOR APPOINTMENT AS INCOME TAX CONSULTANT 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 Tax Consultant of the Bank.

2. We agree to undertake the project, if allotted by you, as per the scope of work (Terms of Reference)
3. We also confirm that in case a firm is selected as successful bidder, we shall execute the contract in accordance with the terms and conditions in the RFP as per the format of agreement made available by the Bank.

Date:

Authorised Signatory

Place:

(Name:)

List of Document Enclosed

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

Annexure: D-1

**PARTICULARS TO BE FURNISHED FOR THE PURPOSE OF APPOINTMENT OF THE
INCOME TAX CONSULTANT**

S.No	Description	
1	Name of the firm, LLP/Limited company	
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 31.03.2024	
9	Name/s of partners/directors * (membership certificates issued by ICAI should be enclosed)	
10	Name of Partners/directors Stationed at UT of J&K	
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 Employees who have done DISA/CISA	
19	Net worth as on 31.03.2024	
19	Turnover during last three financial years	
	2021-22	
	2022-23	
	2023-24	
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:

Authorised Signatory

Date:

(Name) Seal

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

Annexure: D-2

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

SR.NO.	NAME	Capacity (Partner/director Employee)	Qualification (C.A./CISA/ DISA)	CA MEMBERSHIP NUMBER (if Applicable)	EXPERIENCE	YEARS WITH THE FIRM, LLP/Limited company	REMARKS

Authorised 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 INCOME TAX CONSULTANT IN BANKS/FINANCIAL INSTITUTIONS/LISTED COMPANIES/GOVT DEPARTMENTS ENGAGED IN FINANCIAL SERVICES (FROM 01.04.2017 ONWARDS)

(Restrict to 10 major assignments).

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

a. Advisory services :

- i. To provide opinion to Bank on taxability of various income streams (interest, service charges, fees and commission, etc.) with respect to Income Tax;
- ii. To provide opinion on taxability of import and export of services, compliance to Double Taxation Avoidance Agreement (DTAA).
- iii. To provide Tax Consultancy services to the Bank whenever and wherever required by the Bank.
- iv. To provide opinion on Income Tax matters required by the Bank.
- v. To promptly inform the Bank with regard to changes/amendments in the tax laws/rules issued by the Central Board of Direct Taxes (CBDT) from time to time and provide consultation and suggestions to the Bank for its implementation.
- vi. To prepare and file Annual Income Tax Return of the Bank.
- vii. To extend support to business units/offices of the Bank in filing quarterly e-TDS returns, SFT Returns, FATCA return & other periodical returns that are required to be filed under Income Tax Act, 1961, payment of taxes and all other tax related matters. Filing of e-TDS returns will be the responsibility of the Bank.
- viii. To provide guidance note to Management relating to tax matters making quarterly/yearly provisions/reversal of provisions, Tax compliance on sale of investments in quarterly review and annual audit.
- ix. To advise the Bank in preparing replies to Audit objections raised by A.G. Auditors, RBI Inspectors and allied agencies relating to tax matters.
- x. To prepare appeals and counter appeals of the Bank and attend all hearings, for and on behalf of the Bank, concerning Tax matters before Assessing Authorities, Commissioner Income Tax (Appeals) and Income Tax Appellate Tribunal (ITAT).
- xi. To suggest systems and procedures to be adopted by the Bank in order to increase the compliance level of Direct Tax laws of the country.
- xii. To assist and guide Finance department for projecting Bank's income accurately, which will enable the Bank to deposit its instalments of Advance Tax correctly.
- xiii. Tax Consultant shall be required to work closely with the Central Tax Auditor on regular basis to ensure that all financial transactions carried out by the Bank are correctly recorded during the Financial Year in line with applicable Tax laws of the country.
- xiv. To review the existing Income Tax compliances that are carried out by the Bank in the form of monthly/quarterly/annually returns/statements/reports filed with the Income Tax Deptt., Govt Deptt. or any Govt. Agency.

- xv. To work in co-ordination with Advocates/Lawyers hired by the Bank for representing before Courts of Law.